



**CITY OF TAMARAC**  
**NOTICE OF WORKSHOP MEETING**  
**CITY COMMISSION OF TAMARAC, FL**  
**City Hall - Conference Room 105**  
**July 8, 2013**

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**CALL TO ORDER:**

**9:30 a.m.**

**ROLL CALL:**

**PLEDGE OF ALLEGIANCE:**

**Commissioner Diane Glasser**

**1. TR12362 - Caporella and Sports Complex Playground Renovations**

Item No, 6 (b) on the Consent Agenda. (TR12362) A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to award RFP #13-05R and execute an Agreement with West Construction, Inc., for the Caporella and Sports Complex Park Playground Renovations for an amount not to exceed \$372,493; a contingency amount of \$37,249 will be added to the project account for a total project budget of \$409,742; providing for an additional appropriation to fund the project budget; providing for conflicts; providing for severability; and providing for an effective date. - ***Parks & Recreation Director Greg Warner, Assistant Parks & Recreation Director Linda Probert and Assistant Public Works Director John Doherty***

**2. Discussion Regarding Transportation Route Changes**

Discussion Regarding Transportation Route Changes - ***Parks & Recreation Director Greg Warner and Social Services Supervisor Rose Cure-Persad***

**3. TR12353 - FY 13/14 CDBG Annual Action Plan**

Item No. 9 (a) on Public Hearings. (TR12353) A Resolution of the City Commission of the City of Tamarac, Florida, approving the projects recommended for inclusion in the Fiscal Year 2013 Annual Action Plan for expenditure of the U.S. Housing and Urban Development Community Development Block Grant funds estimated to be \$369,060 for the fourteenth program year; providing for conflicts; providing for severability; and providing for an effective date. - ***Community Development Director Jennifer Bramley and Housing & Neighborhood Programs Manager Angela Bauldree***

**4. TR12356 - Agreement to Provide Bus Benches**

Item No. 6 (k) on the Consent Agenda. (TR12356) A Resolution of the City Commission of the City of Tamarac, Florida authorizing the appropriate City officials to award and execute an agreement to furnish bus benches for the City of Tamarac through December 31, 2014 with up to two (2) two (2) year renewal options utilizing the City of Dania Beach Agreement with Insite Martin Outdoor, LLC dated December 31, 2012; providing for conflicts; providing for severability; and providing for an effective date. - ***Community Development Director Jennifer Bramley and Purchasing/Contracts Manager Keith Glatz***

**5. TR12370 - Nuisance Abatement Assessment**

Item No. 6 (f) on the Consent Agenda. (TR12370) A Resolution of the City Commission of the City of Tamarac, Florida, relating to the provision of Nuisance Abatement on Certain Real Properties by the City in accordance with Chapter 9, Division V of the City's Code of Ordinances; determining that

Certain Real Property has been specially benefited by the City's Abatement of Nuisances thereon; directing the City Manager to prepare or direct the preparation of a preliminary Nuisance Abatement Assessment Roll; establishing a public hearing for the proposed levy of unpaid Nuisance Abatement Assessments on the annual tax bill and directing the provision of notice in connection therewith; providing for conflict; providing for severability; and providing for an effective date. - **Financial Services Director Mark Mason**

6. **TR12369 - Stormwater Assessment**

Item No. 6 (c) on the Consent Agenda. (TR12369) A Resolution of the City Commission of the City of Tamarac, Florida, relating to the provision of Stormwater Management provided by the City's Stormwater Utility; determining that certain real property will be specially benefited thereby; establishing and confirming the method of calculating the cost of Stormwater Management Service against the real property that will be specially benefited thereby; directing the City Manager to prepare or direct the preparation of a preliminary Stormwater Utility Management Fee Roll based upon the methodology set forth herein; establishing a public hearing for the proposed Stormwater Utility Management Fees and directing the provision of notice in connection therewith; providing for conflict; providing for severability; and providing for an effective date. - **Financial Services Director Mark Mason**

The City Commission may consider and act upon such other business as may come before it. In the event this agenda must be revised, such revised copies will be available to the public at the City Commission meeting.

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is based.

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City Clerk's Office at (954)-597-3505 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at either of the following numbers: 1-800-955-8770 or 1-800-955-8771.



Patricia Teufel, CMC  
Interim City Clerk



**Title - 9:30 a.m.**

9:30 a.m.

**ATTACHMENTS:**

Name:

Description:

No Attachments Available



## **Title - Commissioner Diane Glasser**

Commissioner Diane Glasser

### **ATTACHMENTS:**

Name:

Description:

No Attachments Available





## Title - TR12362 - Caporella and Sports Complex Playground Renovations

Item No, 6 (b) on the Consent Agenda. (TR12362) A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to award RFP #13-05R and execute an Agreement with West Construction, Inc., for the Caporella and Sports Complex Park Playground Renovations for an amount not to exceed \$372,493; a contingency amount of \$37,249 will be added to the project account for a total project budget of \$409,742; providing for an additional appropriation to fund the project budget; providing for conflicts; providing for severability; and providing for an effective date. - ***Parks & Recreation Director Greg Warner, Assistant Parks & Recreation Director Linda Probert and Assistant Public Works Director John Doherty***

### **ATTACHMENTS:**

Name:

Description:

- 📎 [temp\\_reso\\_12362\\_MEMO\\_RFP\\_13-05R\\_TSC\\_and\\_Caporella\\_Playgrounds\\_rev1\\_062713.doc](#)
- 📎 [temp\\_reso\\_RFP\\_13-05R\\_TSC\\_and\\_Caporella\\_Playgrounds\\_rev1\\_062713.pdf](#)
- 📎 [TR12362\\_Exh\\_1\\_13-05R\\_Park\\_Renovations\\_Evaluation\\_Totals.pdf](#)
- 📎 [TR12362\\_Exhibit\\_2\\_Executed\\_AGREEMENT\\_WEST\\_CONSTRUCTION\\_13\\_05R.pdf](#)

- TR12362 - MEMO - Playground Renovations
- TR12362 - RESO - Playground Renovations
- TR12362 - EXHIBIT 1 - Ranking Sheet
- TR12362 - EXHIBIT 2 - Agreement - Playground Renovations

**CITY OF TAMARAC  
INTEROFFICE MEMORANDUM  
PARKS AND RECREATION**

**TO: Michael C. Cernech, City Manager      DATE: June 17, 2013**  
**Rev. 1 – 06/27/13**

**FROM: Gregory Warner, Director of Parks      RE: Temp. Reso. #12362 – Award of**  
**and Recreation                                      RFP #13-05R – Caporella and**  
**Sports Complex Park**  
**Playground Renovations**

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**Recommendation:**

I recommend authorizing the appropriate City Officials to award RFP #13-05R and execute an Agreement with West Construction, Inc., for the Caporella and Sports Complex Park Playground Renovations for an amount not to exceed \$372,493; and adding a contingency amount of \$37,249 to the project account for a total project budget of \$409,742.

**Issue:**

Award of RFP #13-05R to West Construction, Inc., for Caporella and Sports Complex Park Playground Renovations

**Background:**

The City of Tamarac advertised RFP #13-05R seeking qualified firms for the Caporella and Sports Complex Park Playground Renovations. A total of eight (8) firms (including Bliss, Gametime/Playcore, JMW Construction, Kompan, Korkat/Lanier, Miracle of South Florida, PlayPower/Little Tykes, and West Construction), responded. These firms were short-listed to three firms including JMW Construction, Miracle of South Florida, and West Construction. The three short-listed firms were requested to make formal presentations. Following these presentations, it was determined by the Selection and Evaluation Committee that the design presented by West Construction, Inc., best meets the needs of the City.

West Construction's proposal reflected a good variety of quality equipment and support materials. Their proposal also showed creativity and the layout of equipment to accommodate the most efficient and effective use by all ages and abilities. West Construction's proposal offered modern play components and combination of equipment such as climbers, steppers, slides and independent play components. Their design also included free standing unique interactive elements and sensory play pieces for inclusive play and creativity.

Several meetings were held with Donald West of West Construction, Inc., and their representatives to negotiate the cost and scope of services of the contract for the Caporella and Sports Complex Park Playground Renovations. Project elements include demolition of the existing playgrounds, surfacing and fencing at Caporella Park and the Tamarac Sports Complex, along with the purchase and installation of playground equipment, safety surface and shade structure for each facility. Replacement of the playground fence at the Tamarac Sports Complex is also included. The fencing at the Caporella playground will be replaced as part of the public art project. In addition, the project will include replacement of the sidewalk on the north side of the playground, along with removal of the existing guardrail and placement of bollards at the Sports Complex.

Temp. Reso. #12362 authorizes the award of RFP #13-05R to West Construction, Inc., at a cost not to exceed \$372,493, and authorizes the appropriate City Officials to execute an Agreement between West Construction, Inc., and the City pertaining to the Caporella and Sports Complex Park Playground Renovations. A contingency allowance in the amount of \$37,249 is added to the project account to be used only on an as needed basis and shall require prior written approval by the City for utilization. The total project budget for this project is \$409,742.

The project timeline is anticipated to include the issuance of the Notice to Proceed in July 2013. Permitting will take place August 2013 with commencement of construction around September 2013. The completion of the project is anticipated in January 2014.

**Fiscal Impact:**

This project is funded through available funds in the Capital Improvement Fund; Sports Complex Playground Project #GP12H (\$260,000) and Caporella Park Playground Project #GP12J (\$113,000). Both budgets are in account # 310-7002-572-6310. An additional appropriation of \$36,742 will be included in a budget amendment prior to November 30, 2013.



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Gregory Warner

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2013-\_\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO AWARD RFP #13-05R AND EXECUTE AN AGREEMENT WITH WEST CONSTRUCTION, INC., FOR CAPORELLA AND SPORTS COMPLEX PARK PLAYGROUND RENOVATIONS FOR AN AMOUNT NOT TO EXCEED \$372,493; A CONTINGENCY AMOUNT OF \$37,249 WILL BE ADDED TO THE PROJECT ACCOUNT FOR A TOTAL PROJECT BUDGET OF \$409,742; PROVIDING FOR AN ADDITIONAL APPROPRIATION TO FUND THE PROJECT BUDGET; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac desires to provide its residents and visitors a higher level of service by enhancing and improving its outdoor recreation facilities and environment; and

WHEREAS, Caporella Park is located at 5200 Prospect Road, Tamarac, Florida, and the Tamarac Sports Complex is located at 9901 N.W. 77<sup>th</sup> Street, Tamarac, Florida; and

WHEREAS, although each playground project site is unique, the playground projects each include demolition, and the purchase and installation of playground equipment at both Caporella and Tamarac Sports Complex park playgrounds; and

WHEREAS, both playgrounds are currently operational and heavily utilized by the community; and

WHEREAS, the City published Request for Proposals RFP #13-05R for Caporella and Sports Complex Park Playground Renovation on Sunday, February 3, 2013.

WHEREAS, Request for Proposals RFP #13-05R is incorporated by reference and available in the Office of the City Clerk; and

WHEREAS, the City initially received eight responses, which were short-listed to three firms including JMW Construction, Miracle of South Florida, and West Construction, Inc.; and

WHEREAS, the above mentioned firms were requested to make formal presentations to the RFP Selection and Evaluation Committee consisting of Gregory Warner, Director of Parks and Recreation, Linda Probert, Assistant Director of Parks and Recreation, John Doherty, Assistant Director of Public Services, Dave Moore, Public Services Project Manager, and facilitated by Jim Nicotra, Senior Procurement Specialist; and

WHEREAS, a copy of the ranking sheet is attached hereto as “Exhibit 1”; and

WHEREAS, the RFP Selection and Evaluation Committee determined that the proposal response submitted by West Construction, Inc., incorporated by reference and available in the Office of the City Clerk, was best able to meet the needs of the City; and

WHEREAS, the City of Tamarac has negotiated a contract with West Construction, Inc., for their services based on their proposal at a cost not to exceed \$372,493 (attached hereto as “Exhibit 2”); and

WHEREAS, a contingency allowance in the amount of \$37,249 is added to this project to be used only on an as needed basis. The City Manager, or his designee, shall be authorized to make changes, issue Change Orders, pursuant to Section 6-147(j) of the City Code, and close the contract award including, but not limited to, making final payment and release of bonds when the work has been successfully completed within the terms and conditions of the contract and with price; and

WHEREAS, an appropriation in the amount of \$36,742 to provide sufficient funding for this contract, including contingency, will be included in a budget amendment prior to November 30, 2013 pursuant to F.S. 166.241(2); and

WHEREAS, it is the recommendation of the Director of Public Services, the Director of Parks and Recreation and the Purchasing and Contracts Manager that the contract for Caporella and Sports Complex Park Playground Renovations be awarded to West Construction, Inc.; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to award the contract for Caporella and Sports Complex Park Playground Renovations, at a cost not to exceed \$372,493 to West Construction, Inc., and a contingency in the amount of \$37,249, for a total budget of 409,742.

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

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof. All exhibits attached hereto are hereby incorporated herein by this reference.

SECTION 2: The City Commission hereby awards RFP #13-05R to and approves an Agreement between the City of Tamarac and West Construction, Inc. for Caporella and Sports Complex Park Playground Renovations ("the Agreement") and the appropriate City Officials are hereby authorized to execute the Agreement in the amount of \$372,493 and authorize a contingency allowance of \$37,249 subject to 6-147(j) of the City Code.

SECTION 3: An expenditure of \$372,493, and a contingency in the amount of \$37,249 for a total project budget of \$409,742 is hereby approved.

SECTION 4: An additional appropriation in an amount not to exceed \$36,742 is hereby approved and will be included in a budget amendment prior to November 30, 2013 pursuant to F.S. 166.241(2).

SECTION 5: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 7: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this            day of            , 2013.

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BETH TALABISCO  
MAYOR

ATTEST:

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PATRICIA TEUFEL, CMC  
INTERIM CITY CLERK

I HEREBY CERTIFY that I have  
approved this RESOLUTION as to form.

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SAMUEL S. GOREN  
CITY ATTORNEY

13-05R CAPORELLA & SPORTS COMPLEX PARK RENOVATIONS					Temp. Reso. #12362 - Exhibit 1			
SELECTION COMMITTEE	JMW Construction	Miracle of South Flouda	West Construcion	Kompan	Korkat/Lanier	Gametime/Playcore	Bliss	PlayPower/Little Tykes
QUALITY OF RESPONSE (Max 10 points)								
Director, Parks & Recreation	9	8	7	9	8	6	5	2
Assistant Director, Parks & Recreation	9	6	8	10	6	7	4	2
Assistant Director, Public Services	9	7	8	8	6	7	6	4
Project Manager, Public Services	10	6	9	10	7	5	5	3
QUALITY OF RESPONSE	37	27	32	37	27	25	20	11
SERVICES TO BE PROVIDED - EQUIPMENT LAYOUT (Max 30 points)								
Director, Parks & Recreation	29	24	29	27	23	20	15	0
Assistant Director, Parks & Recreation	28	24	28	26	20	18	21	0
Assistant Director, Public Services	25	20	16	24	18	12	20	5
Project Manager, Public Services	30	25	30	25	22	15	20	5
SERVICES TO BE PROVIDED - EQUIPMENT LAYOUT	112	93	103	102	83	65	76	10
QUALIFICATIONS OF THE PROPOSER/EXPERTISE (Max 30 points)								
Director, Parks & Recreation	30	29	28	28	28	30	25	25
Assistant Director, Parks & Recreation	29	29	30	26	25	28	27	5
Assistant Director, Public Services	25	25	25	26	24	24	21	7
Project Manager, Public Services	30	25	28	25	26	15	17	15
QUALIFICATIONS OF THE PROPOSER/EXPERTISE	114	108	111	105	103	97	90	52
PROPOSAL COST/ PRICE (Max 30 points)								
Director, Parks & Recreation	23.54	28.52	25.19	23.16	27.35	30	29.94	26.10
Assistant Director, Parks & Recreation	23.54	28.52	25.19	23.16	27.35	30	29.94	26.10
Assistant Director, Public Services	23.54	28.52	25.19	23.16	27.35	30	29.94	26.10
Project Manager, Public Services	23.54	28.52	25.19	23.16	27.35	30	29.94	26.10
PROPOSAL COST/ PRICE	94.16	114.08	100.76	92.64	109.4	120	119.76	104.4
TOTAL POINTS								
Director, Parks & Recreation	91.54	89.52	89.19	87.16	86.35	86	74.94	53.1
Assistant Director, Parks & Recreation	89.54	87.52	91.19	85.16	78.35	83	81.94	33.1
Assistant Director, Public Services	82.54	80.52	74.19	81.16	75.35	73	76.94	42.1
Project Manager, Public Services	93.54	84.52	92.19	83.16	82.35	65	71.94	49.1
TOTAL POINTS	357.16	342.08	346.76	336.64	322.4	307	305.76	177.40
TOTAL RANKING								
Director, Parks & Recreation	1	2	3	4	5	6	7	8
Assistant Director, Parks & Recreation	2	3	1	4	7	5	6	8
Assistant Director, Public Services	1	3	6	2	5	7	4	8
Project Manager, Public Services	1	3	2	4	5	7	6	8
FINAL RANKING	1	3	2	4	5	6	7	8



**TR12362**

**EXHIBIT 2 – AGREEMENT**

**(SEE NEXT PAGE)**

**AGREEMENT  
BETWEEN THE CITY OF TAMARAC  
AND  
WEST CONSTRUCTION, INC.**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and West Construction, Inc, a Florida corporation with principal offices located at 318 South Dixie Hwy., Suite 4-5 Lake Worth, FL 33460 (the "Contractor") to provide for playground renovations at Caporella and the Sports Complex Parks.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

**1) The Contract Documents**

The Contract Documents consist of this Agreement, RFP Document No 13-05R, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's original proposal dated 3/13/13 and Contractor's revised proposal which is dated 6/27/13 included herein as Appendix A, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between 13-05R as issued by the City, and the Contractor's Proposal, 13-05R as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

**2) The Work**

**2.1.** The Contractor shall perform all work for the City required by the contract documents as set forth below:

**2.1.1** Contractor shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents.

**2.1.2** Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

**2.1.3** Contractor shall provide the City with seventy-two (72) hours written

notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

- 2.1.4** Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

### **3) Insurance**

- 3.1.** Contractor shall obtain at Contractor's expense all necessary Insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk, and all other Insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such Insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all Insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such Insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

### **4) Time of Commencement and Substantial Completion**

- 4.1** The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten (10) days after the date that Contractor receives the City's Notice to Proceed. The work shall be completed within (180) calendar days from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. For the purposes of this Agreement, completion shall mean the issuance of final payment.
- 4.2** During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained by the City in accordance with the Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the parties hereto, and such delays are the result of force

majeure or are otherwise outside of the control of either party hereto, then the parties shall agree on an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.

## **5) Contract Sum**

The Contract Sum for the above work is Three Hundred Seventy Two Thousand Four Hundred Ninety Three Dollars and no cents (\$372,493.00).

## **6) Payments**

Payment will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of ten percent (10%) will be deducted from monthly payments until 50% of the project is complete. Retainage will be reduced to five percent (5%) thereafter. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number and purchase order number. City has up to thirty (30) days to review, approve and pay all invoices after receipt. The Contractor shall invoice the City and provide a written request to the City to commence the one (1) year warranty period. All necessary Releases of Liens and Affidavits and approval of Final Payments shall be processed before the warranty period begins. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

## **7) Remedies**

- 7.1** Damages: The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
- 7.2** Correction of Work: If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship.

## **8) Change Orders**

- 8.1** Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to a change order until the change order setting forth the adjustments is approved by the City, and executed by the City and Contractor. Once the change order is so approved, the Contractor shall promptly proceed with the work. All Change Orders shall

include overhead and profit, not to exceed five percent (5%) and five percent (5%) respectively.

- 8.2** The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at Contractor's expense without change in the Contract Price or Time except as approved in writing by the City.
- 8.3** The Contract Price and/or Time may only be changed by a Change Order. A fully executed change order for any extra work must exist before such extra work is begun. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered (unless the City allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.
- 8.4** The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to extension of the contract time.
- 8.5** Any claim for an extension of the Contract Time shall be based on written notice delivered by the party making the claim to the other party no later than fifteen (15) days after the occurrence of the event giving rise to the claim. Notice of the extent of the claim shall be delivered with supporting data and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Contractor has given the notice and the supporting data required by this Paragraph.
- 8.6** Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.
- 8.7** In the event satisfactory adjustment cannot be reached by City and Contractor for any item requiring a change in the contract, and a change order has not been issued, the City reserves the right at its sole option to terminate the contract as it applies to these items in question and make such arrangements as City deems necessary to complete the work. The cost of any work covered by a change order for an increase or decrease in the contract price shall be determined by mutual acceptance of a Guaranteed Maximum Price by City and Contractor. If notice of any change in the contract or contract time is required to

be given to a surety by the provisions of the bond, the giving of such notice shall be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City. Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the City.

#### **9) No Damages for Delays**

**ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS.** Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents. In addition, if Contractor is delayed at any time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order, and the Guaranteed Maximum Price shall be reasonably increased by Change Order in order to equitably increase the general conditions component of the Guaranteed Maximum Price. Furthermore, if Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the City and Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

#### **10) Waiver of Liens**

Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release City from all claims of liability by Contractor in connection with the agreement.

#### **11) Warranty**

Contractor warrants the work against defect for a period of one (1) year from the

date of final payment. In the event that defect occurs during this time, Contractor shall perform such steps as required to remedy the defects. Contractor shall be responsible for any damages caused by defect to affected area or to interior structure. The one (1) year warranty period does not begin until approval of final payment for the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

## **12) Indemnification**

**12.1** The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

**12.2** Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time

## **13) Non-Discrimination & Equal Opportunity Employment**

During the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender or national original, or disability. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

## **14) Independent Contractor**

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the

application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

#### **15) Assignment and Subcontracting**

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

#### **16) Notice**

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

City Manager  
City of Tamarac  
7525 N.W. 88th Avenue  
Tamarac, FL 33321

With a copy to the City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Blvd., Suite 200  
Fort Lauderdale, FL 33308

CONTRACTOR  
West Construction, Inc.  
318 South Dixie Hwy., Suite 4-5  
Lake Worth, FL 33460-4452

#### **17) Termination**

**17.1 Termination for Convenience:** This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the



terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

- 17.2 Default by Contractor:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

#### **18) Agreement Subject to Funding**

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

#### **19) Venue**

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

#### **20) Signatory Authority**

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

#### **21) Severability; Waiver of Provisions**

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to extent of such prohibition or unenforceability without invalidating remaining provisions hereof or affecting validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

#### **22) Uncontrollable Circumstances**

- 22.1** Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes,

storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

- 22.2** Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

### **23) Merger; Amendment**

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

### **24) No Construction Against Drafting Party**

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

### **25) Contingent Fees**

Contractor warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its President duly authorized to execute same.

**CITY OF TAMARAC**

\_\_\_\_\_  
Beth Talabisco, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Michael C. Cernech, City Manager

\_\_\_\_\_  
Patricia A. Teufel, CMC  
Interim City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form and legal sufficiency:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_  
Signature of Corporate Secretary

**WEST CONSTRUCTION, INC.**

\_\_\_\_\_  
Company Name

  
\_\_\_\_\_  
Signature of President

\_\_\_\_\_  
Matthew F. West  
Type/Print Name of Corporate Secy.

\_\_\_\_\_  
Martha A. Morgan  
Type/Print Name of President

(CORPORATE SEAL)

  
\_\_\_\_\_  
Date

**CORPORATE ACKNOWLEDGEMENT**

STATE OF Florida :  
COUNTY OF Palm Beach :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Martha Morgan, of West Construction, Inc., a Florida Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 24th day of June 2013.



RACQUEL J. BARRETT  
MY COMMISSION # EE 097664  
EXPIRES: May 26, 2015  
Bonded Thru Budget Notary Services

  
Signature of Notary Public  
State of Florida at Large

Racquel J. Barrett

Print, Type or Stamp  
Name of Notary Public

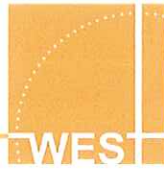
☒  
☐

Personally known to me or  
Produced Identification

Type of I.D. Produced

DID take an oath, or  
DID NOT take an

**APPENDIX A**  
**(SEE NEXT PAGE)**



## WEST CONSTRUCTION, INC.

**Martha A. Morgan, President**  
**CBC057038**

**318 S. Dixie Hwy Suite 4-5**  
**Lake Worth, Florida 33460**

**Matthew West, Vice President**  
**CGC1516626**

**Phone(561)588-2027**  
**Fax (561) 582-9419**

June 27, 2013

Attn: Linda Probert  
City of Tamarac  
6001 Nob Hill Road  
Tamarac, FL 33321

### **Ref: Caporella and Sports Complex Park Playground Renovations Revised Scope and Proposal**

Based on Meetings with the City staff we are pleased to present our final contract proposal including all adds and deductions the City requested. Listed below is a summary of all the requests to arrive at a final contract proposal amount.

#### **Sports Complex**

1. Increase the size of the Shade Structure – **Add - \$6,025.**
2. Remove the following playground equipment from the original design: Rush Slide PB1831766A-001, Overhead Trekker Ladder PB184489C-001, O-Zone 3 Ring Climber with Parmalene Handholds PBD145624D-001, Saddle Spinner IP152179B-001, 68" Aluminum Post PB111404G-002 – **Credit - (\$12,531.)**
3. Add the following playground equipment to the original design: 4 Kaleidoscope Benches IP186588A-002, PodStomper EV156464A-001, Pipe Barrier Above Deck PB116244A-001, Stand-Up Seesaw IP148638B-001, Track Ride PB111353A-001, Four 100" Aluminum Posts PB111404C-002, One 92" Aluminum Posts PB111404H-001, Square Tender Deck PB111228A-001 – **Add - \$24,480.**
4. Install the following playground equipment three LW Posts LW115201A-002, Optigear Panel LW184894A-001, Color Splash Panel LW184898A-001 – **Add - \$1,500.**

**West Construction, Inc.**

318 South Dixie Highway / Suite 4-5 / Lake Worth, Florida 33460 / Phone: 561-588-2027 / Fax: 561-582-9419  
License No. CBC057038 / CGC1516626

[www.westconstructioninc.net](http://www.westconstructioninc.net)





Original Contract Proposal Price: \$240,183.00  
Ads and Credits as per items 1-4 listed above: \$19,474.00  
**REVISED CONTRACT PRICE (Sports Complex): \$259,657.00**

**Caporella Park**

1. Increase the size of the Shade Structure – **Add - \$6,457.**
2. Increase area of ForeverLawn Extreme Artificial Grass from Original design to accommodate public art fence layout – **Add - \$1,563.**
3. Add one Kaleidoscope Bench IP186588A-002 – **Add - \$980.**
4. Install City purchased playground equipment LW Post LW115201A-001, Xylofun Panel LW184895A-00 – **Add - \$1,000.**

Original Contract Proposal Price: \$102,836.00  
Ads and Credits as per items 1-4 listed above: \$10,000.00  
**REVISED CONTRACT PRICE (Caporella Park): \$112,836.00**

**Sincerely,**

**Martha A. Morgan, President  
West Construction, Inc.**



WESTCON-04 LWAGGONER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Collinsworth, Alter, Lambert, LLC 23 Eganfuskee Street Suite 102 Jupiter, FL 33477		<b>CONTACT NAME:</b> Lori B. Gleason <b>PHONE (A/C No, Ext):</b> (561) 776-9001 <b>E-MAIL ADDRESS:</b> lgleason@callc.com <b>FAX (A/C, No):</b> (561) 427-6730	
<b>INSURED</b> West Construction, Inc. 318 South Dixie Highway Suite 4-5 Lake Worth, FL 33460		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Amerisure Insurance Co <b>INSURER B:</b> North River Insurance Company <b>INSURER C:</b> Travelers Casualty Ins Co of America <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 19488	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		CPP208577400	1/1/2013	1/1/2014	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
							\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA12999291601	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						PIP-Basic	\$ 10,000
						EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 20,000,000
							\$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input checked="" type="checkbox"/> RETENTION \$		5811011613	1/1/2013	1/1/2014		
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A		WC204157407	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	<b>Owned Equipment</b> <b>Rented/Leased Equip</b>		6609215L272 6609215L272	1/1/2013 1/1/2013	1/1/2014 1/1/2014	As Scheduled	
						Special Form	150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is named as additional insured including products and completed operations for general liability per CG7048, auto liability per CA7171 and umbrella liability when required by written contract. General Liability is primary and non contributory per CG7048 and auto liability is primary/non-contributory per CA7165 when required by written contract. Waiver of subrogation applies to general liability per CG7049, auto liability per CA7171, umbrella liability and workers' compensation when required by written contract. Umbrella extends over general liability, auto liability and employer's liability. If the Certificate holder is a lessor of leased equipment, the equipment lessor is loss payee and additional insured-lessor of leased equipment (Per CG77049), when required by written contract. Rented/Leased Equipment, Special Form subject to \$1,000 Deductible except \$5,000 Deductible on Trailers.

## CERTIFICATE HOLDER

## CANCELLATION

City of Tamarac  
7525 N.W. 88th Avenue  
Tamarac, FL 33321

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## **Title - Discussion Regarding Transportation Route Changes**

Discussion Regarding Transportation Route Changes - ***Parks & Recreation Director Greg Warner and Social Services Supervisor Rose Cure-Persad***

### **ATTACHMENTS:**

Name:

Description:

No Attachments Available



## Title - TR12353 - FY 13/14 CDBG Annual Action Plan

Item No. 9 (a) on Public Hearings. (TR12353) A Resolution of the City Commission of the City of Tamarac, Florida, approving the projects recommended for inclusion in the Fiscal Year 2013 Annual Action Plan for expenditure of the U.S. Housing and Urban Development Community Development Block Grant funds estimated to be \$369,060 for the fourteenth program year; providing for conflicts; providing for severability; and providing for an effective date. -

***Community Development Director Jennifer Bramley and Housing & Neighborhood Programs Manager Angela Bauldree***

### **ATTACHMENTS:**

Name:

Description:

 [TEMP RESO #12353 Staff Report.doc](#)

Staff Report

 [TEMP RESO #12353 \(CDBG 2013-14 Action Plan\).doc](#)

Resolution 12353

 [2013-2014 Annual Action Plan.docx](#)

FY 2013/2014 CDBG Action Plan

 [sf424.pdf](#)

SF 424 Form for signature

 [CertNonState.doc](#)

Certifications for signature

 [CDBG Citizen Participation Plan.doc](#)

Citizen Participation Plan

 [lowmod2005\[1\].JPG](#)

Low Mod Map

**CITY OF TAMARAC**  
**INTEROFFICE MEMORANDUM (13-06-002M)**  
**COMMUNITY DEVELOPMENT**

**TO: Michael C. Cernech, City Manager      DATE: 12 June 2013**

**FROM: Jennifer K. Bramley, Director**

**RE: Approval of FY 2013/2014  
CDBG Annual Action Plan  
Temp. Reso. #12353  
Case # 09-MI-13**

---

**Recommendation:** The Director of Community Development recommends the Mayor and the City Commission approve the projects to be funded through the U.S. Department of Housing & Urban Development (HUD) Fiscal Year 2013/2014 Community Development Block Grant (CDBG) program.

**Issue:** The Community Development Department received four (4) responses to the Request for Proposals for the HUD FY2013/2014 CDBG program and recommends funding the projects in addition to the program administration activities.

**Background:** The City of Tamarac is an entitlement recipient of federal funds from HUD under the CDBG program. The City anticipates receiving \$369,060 in Fiscal Year 2013/2014 funds to address community development, public services or housing needs in Tamarac. In order to receive these funds, the City must develop and adopt an Annual Action Plan that is consistent with the 2010/2011-2014/2015 Consolidated Plan.

To develop the Action Plan, a request for proposals was sent out to all City departments to solicit proposed projects for the grant. Four responses were received, one from Parks and Recreation, one from Public Services and two from Community Development. Each proposal was evaluated to ensure the activity would meet HUD guidelines of a national objective, and provide a direct benefit to low and moderate-income persons. The four projects satisfactorily met the criteria for inclusion in the Annual Action Plan and are consistent with the Consolidated Plan.

Funding for public service programs is limited to 15% of the CDBG funds and administration is limited to 20% of the CDBG funds. The 30-day public review and comment period was held from June 10, 2013 to July 10, 2013. No public comments have been received to date.

**Staff Recommendations (FY 2013/2014 Projects)**

<b>Total Administration (20% MAXIMUM)</b>	<b>\$ 73,800.00</b>
Financial Audit	\$ 5,000.00
Program Administration	\$ 68,800.00
 <b>Total Public Service (15% MAXIMUM)</b>	 <b>\$ 46,160.00</b>
<u>Parks &amp; Recreation</u>	

P&R (Temporary Social Worker)	\$ 46,160.00	
<b>Total Home Rehabilitation</b>		<b>\$219,100.00</b>
<u>Community Development</u>		
Home Rehabilitation	\$189,100.00	
Rehabilitation Services	\$ 30,000.00	
<b>Total Public Facilities Improvement-Area Wide Low Mod Benefit</b>		<b>\$ 30,000.00</b>
<u>Public Services</u>		
Installation of Sidewalks	\$ 30,000.00	
<b>TOTAL GRANT ALLOCATION</b>		<b>\$369,060.00 (100%)</b>

**Fiscal Impact:** There is positive revenue of \$369,060.00 which is appropriated as part of the Fiscal Year 2013/2014 budget, and is not affected by Action Plan.

This agenda item is consistent with the City's Strategic Plan Goal #5; Safe and Vibrant Community.

Staff recommends the City Commission approve the Community Development Block Grant Program FY 2013/2014 Annual Action Plan for submission to the Department of Housing and Urban Development (HUD).

---

Jennifer K. Bramley, Director

JKB/ab

**Attachments:**

Temporary Resolution #12353

Exhibit "1" FY 2013/2014 Community Development Block Grant (CDBG) Annual Action Plan

**RESOLUTION NO. 2013-R \_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE PROJECTS RECOMMENDED FOR INCLUSION IN THE FISCAL YEAR 2013 ANNUAL ACTION PLAN FOR EXPENDITURE OF THE U.S. HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS ESTIMATED TO BE \$369,060 FOR THE FOURTEENTH PROGRAM YEAR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) has notified the City of Tamarac of its HUD Fiscal Year 2013 funding allocation in the estimated amount of \$369,060 under the Community Development Block Grant (CDBG) program for the City's Fourteenth Program Year; and

**WHEREAS**, funding received for the CDBG program must be utilized for eligible CDBG activities; and

**WHEREAS**, all CDBG eligible activities must meet one of three national objectives, as defined by Congress, including benefitting low and moderate income people, helping to eliminate slum and blight, or addressing existing conditions that pose a serious or immediate threat to the health and welfare of the community; and

**WHEREAS**, the City of Tamarac adopted the City of Tamarac Five Year Consolidated Plan for FY 2010-2015 via Resolution R-2010-102 which established the City's strategic priorities for the CDBG program during this period; and

**WHEREAS**, each year a new Annual Action Plan is required to detail projects, activities, and programs to be funded by that year's funding allocation in compliance with the adopted 5-Year Consolidated Plan; and

**WHEREAS**, the Annual Action Plan requires a public hearing process to solicit input in the development and review of the plan; and

**WHEREAS**, the Community Development Director and the Planning Board recommended the approval of the projects recommended for inclusion in the Fourteenth Program Year Annual Action Plan for Fiscal Year 2013; and

**WHEREAS**, the City of Tamarac received an additional \$5,774 reallocated from the City of Weston for a portion of their FY 2012-2013 allocation which went un-applied for; and

**WHEREAS**, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac to approve the Fiscal Year 2013 Annual Action Plan for expenditure of the U.S. Housing and Urban Development Community Development Block Grant funds estimated to be \$369,060 for the Fourteenth Program Year.

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

**SECTION 1.** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct, and are hereby made a specific part of this Resolution.

**SECTION 2.** That the City Commission hereby approves the projects recommended for inclusion in the Fiscal Year 2013 Annual Action Plan, attached hereto as Exhibit "1", for expenditure of the U.S. Housing and Urban Development Community Development Block Grant funds estimated to be \$369,060 for the Fourteenth Program Year.

**SECTION 3.** All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

**SECTION 4.** If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

**SECTION 5.** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.**

CITY OF TAMARAC, FLORIDA

\_\_\_\_\_  
BETH TALABISCO, MAYOR

ATTEST:

B. TALABISCO \_\_\_\_\_  
H. DRESSLER \_\_\_\_\_  
P. BUSHNELL \_\_\_\_\_  
P. ATKINS-GRAD \_\_\_\_\_  
D. GLASSER \_\_\_\_\_

\_\_\_\_\_  
PAT TEUFEL,  
INTERIM CITY CLERK

I HEREBY CERTIFY that I  
Have approved this  
RESOLUTION as to form.

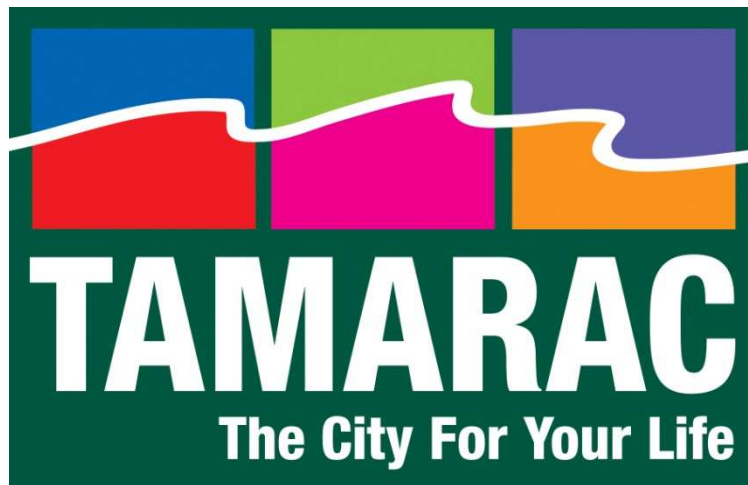
\_\_\_\_\_  
CITY ATTORNEY

**Exhibit “1”**

# **CITY OF TAMARAC, FL**

## **Annual Action Plan Community Development Block Grant (CDBG) Program**

**Fiscal Years 2013/2014**



**Prepared by:**

City of Tamarac Community Development Department  
Housing Division

**Submitted to:**

U.S. Department of Housing and Urban Development  
The Office of Community Planning and Development  
Miami Field Office



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**CDBG Low-Moderate Area Map**

**Resolution-Submission Approval for Annual Action Plan**

# CITY OF TAMARAC

FY 2013/2014 Annual Action Plan

DUNS #077270940

## **City of Tamarac**

Mayor Beth Talabisco  
Vice-Mayor Harry Dressler  
Commissioner Pamela Bushnell  
Commission Patricia Atkins-Grad  
Commissioner Diane Glasser  
City Manager Michael C. Cernech

### **Our Vision**

The City of Tamarac, Our Community of Choice-Leading the nation in quality of life through safe neighborhoods, a vibrant community, exceptional customer service and recognized excellence.

### **Our Mission**

We “Committed to Excellence...Always”  
It is our job to foster and create an environment that:  
Responds to the Customer  
Creates and Innovates  
Works as a Team  
Achieves Results  
Makes a Difference

### **Our Values**

As stewards of the public trust, we value:  
Vision  
Integrity  
Efficiency  
Quality Service

## 2013-2014 *Annual Action Plan*

---



*The CPMP Annual Action Plan includes the SF 424 and Narrative Responses to Action Plan questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations.*

***NAME OF JURISDICTION:*** ***CITY OF TAMARAC, FL***  
***Annual Action Plan:*** ***FY 2013/2014***  
***Consolidated Plan Time Period:*** ***FY 2010/2011 – FY 2014/2015***

### ***ACTION PLAN***

---

*Annual Action Plan includes the SF 424 and is due every year no less than 45 days prior to the start of the grantee's program year start date. HUD does not accept plans between August 15 and November 15.*

### ***Executive Summary 91.220(b)***

- 1. The Executive Summary is required. Include the objectives and outcomes identified in the plan and an evaluation of past performance.*

The City of Tamarac participated in the U.S. Department of Housing and Urban Development (HUD) entitlement allocation formula as a recipient of federal funds for the first time in Fiscal Year 2000. The City is recently embarked on its second five-year cycle to receive HUD Federal grant allocations providing funds to promote affordable housing initiatives and socio-economic programs to address identified community development needs. In Fiscal Year 2013-2014, it is estimated that the City of Tamarac will receive a total of **\$369,060.00** consisting of a direct allocation in the amount of **\$363,286.00** and unclaimed reallocation funds from the City of Weston in the amount of **\$5,774.00** in Community Development Block Grant (CDBG) funds, to address identified community development needs. Entitlement allocations from other HUD funds may become available in future years. To receive CDBG funding, the City must assess local housing and community development needs and resources, and socioeconomic impediments toward building viable neighborhoods.

The statutes for the HUD CDBG grant programs set forth three basic goals which are closely related to the major commitments and priorities of the U.S. Department of Housing and Urban Development (HUD).

Each of these goals must primarily benefit very low, low and moderate income persons within the context described below:

1. To provide suitable living environment
2. To provide decent housing
3. To expand economic opportunities

This annual action plan incorporates priorities and programs addressing these goals.

### **EXISTING PROGRAM**

The City of Tamarac receives federal funding under both the CDBG and HOME program. Additional funds are received from the State's, State Housing Initiative Partnership (SHIP) Program. To date activities approved using these funding sources focus on housing assistance (home rehabilitation), public service, and public facilities improvements. These activities benefit residents by direct assistance or indirectly through area-wide or limited clientele activities based on low-moderate income determinations.

### **ACCOMPLISHMENTS**

Over the last year, U.S Department of Housing and Urban Development (HUD) funds (CDBG & HOME) have assisted with the following:

- ✓ Provided home rehabilitation for owner-occupied homes.
- ✓ Installed and repaired sidewalks and accessibility pads.
- ✓ Provided a full-time temporary social worker that assisted residents in obtaining referrals, counseling and other social service needs.

### ***Citizen Participation 91.220(b)***

2. *Provide a summary of the citizen participation and consultation process (including efforts to broaden public participation in the development of the plan.*

### **Citizen Participation and Consultation**

The *Citizen Participation Plan* in accordance with the Housing and Community Development Act of 1974, as amended and 24 CFR Part 91, Subpart B: Citizen Participation and Consultation sets forth the citizen participation plan requirements. This section of the Act provides for and encourages citizen participation with particular emphasis on persons of low and moderate income, in addition to slum and blighted areas. Consistent with the Act, the City of Tamarac provides citizens reasonable and timely access to local meetings, information and records. In addition, technical assistance is made available to low and moderate income representative groups. The Citizen Participation Plan details the process to develop needs, review proposed activities and program performance as well as the manner in which hearings are advertised and conducted. **(Citizen Participation Plan-attached hereto)**

The City published a public notice on June 9, 2013 for the 30-day public review period which began June 10, 2013 and ended July 10, 2013. A public hearing was held during the City Commission meeting on July 10, 2013 which by resolution adopted the Annual Action Plan and authorized its submission to the U.S. Department of Housing and Urban Development prior to the July 15, 2013 deadline.

The citizen participation process provides ample time for written complaints and grievances. Through the on-going efforts of our Neighborhood Partnership Program, the City stimulates and enhances neighborhood vitality and customer satisfaction by addressing the concerns and special needs of neighborhoods through progressive and collaborative planning. In the spirit of collaboration the City staff serves as consultants and facilitators. Throughout all stages of the program, the City of Tamarac Community Development Department staff is responsible for the effective development and inclusion of citizen comments in all phases of the CDBG Program.

All projects must be proven feasible prior to receiving HUD funds, as many require documentation indicating financial feasibility and conformance with applicable regulations and constraints (i.e. zoning, land use, flood plan, etc.). Projects will not be funded if the proposed project duplicates an existing program which the public sector administers.

Community Development/Housing to solicit project recommendations from Department heads	May 24, 2013
Advertisement for 30-day review period and Public Hearing on proposed FY 13/14 Annual Action Plan	June 9, 2013
Beginning of 30-day review period	June 10, 2013
End of 30-day review period	July 10, 2013
Planning Board approval of recommended activities	July 3, 2013
Commission approval and review/public hearing of recommended activities for final approval	July 10, 2013
Send HUD RROF Form 7015.15	Sept. 30, 2013
Wait for HUD Clearance to commit funds Funding Agreement from HUD issued	October 1, 2013

3. *Provide a summary of citizen comments or views on the plan.*

No comments were received on the Annual Action Plan.

4. *Provide a written explanation of comments not accepted and the reasons why these comments were not accepted.*

Had any comments been received, the City would have responded and considered accordingly. No comments were received.

## ***Resources 91.220(c)(1) and (c)(2)***

5. *Identify the federal, state, and local resources (including program income) the jurisdiction expects to receive to address the needs identified in the plan. Federal resources should include Section 8 funds made available to the jurisdiction, Low-Income Housing Tax Credits, and competitive McKinney-Vento Homeless Assistance Act funds expected to be available to address priority needs and specific objectives identified in the strategic plan.*

As an entitlement recipient of CDBG, HOME and SHIP funds, the City intendeds to allocate according to priority need. For the next year, the City expects the housing market to continue its slow recovery from the drastic slump it has been in since 2005. The appropriate federal and state resources described below will be utilized and applications will be submitted and or supported in achieving the City's listed projects and actions outlined in this section.

### **FEDERAL RESOURCES**

#### **Community Development Block Grant (CDBG)**

The Community Development Block Grant (CDBG) was first authorized by the U.S. Congress in 1974, by the Housing and Community Development Act of 1974 (HCDA), with subsequent amendments. The primary purpose of the HCDA is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. At least 70% of all CDBG funds must be spent on activities which benefit low or moderate income persons. Funds are used for housing to benefit low and moderate income persons, public facilities and improvements, expanded public services that include employment training, child care, fair housing counseling or recreational needs; rehabilitation of private or publicly owned buildings; economic development activities that create or retain jobs for low and moderate income persons.

#### **Home Investment Partnerships Program (HOME)**

In FY 2002, the City of Tamarac became a member of the Broward County HOME Consortium along with the Entitlement Cities of Tamarac, Margate, Deerfield Beach, Sunrise, Lauderhill, Plantation, Davie, Pembroke Pines, Miramar, and Coconut Creek was recently added. The United States Congress passed the National Affordable Housing Act In 1990. This Act created a variety of affordable housing programs, including the Home Investment Partnerships Act (HOME).

The City of Tamarac receives an allocation of these funds as a member of the Consortium. The purpose of the HOME program is to provide funds to local jurisdictions to strengthen public-private partnerships to provide more affordable housing through acquisition, rehabilitation, and new construction of housing, and tenant based rental assistance. In addition, HUD rules require that at least 15% of HOME funds be set aside for community housing development organizations to develop affordable housing. HOME funds may be used to provide: affordable

renter/owner occupied units; tenant based rental assistance; administrative and planning costs; and payment of operating expenses of community housing development organizations. Housing development costs include acquisition, new construction, re-construction, pre-development and financing costs.

## **STATE RESOURCES**

### **State Housing Initiative Partnership (SHIP) Program**

The City of Tamarac typically receives an annual allocation under this program. Florida Housing administers the State Housing Initiatives Partnership program (SHIP), which provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. The program was designed to serve very low, low and moderate income families.

When the program is funded, SHIP funds are distributed on an entitlement basis to all 67 counties and 53 Community Development Block Grant entitlement cities in Florida. In order to participate, local governments must establish a local housing assistance program by ordinance; develop a local housing assistance plan and housing incentive strategy; amend land development regulations or establish local policies to implement the incentive strategies; form partnerships and combine resources in order to reduce housing costs; and ensure that rent or mortgage payments within the targeted areas do not exceed 30 percent of the area median income limits, unless authorized by the mortgage lender.

SHIP dollars may be used to fund emergency repairs, new construction, rehabilitation, down payment and closing cost assistance, impact fees, construction and gap financing, mortgage buy-downs, acquisition of property for affordable housing, matching dollars for federal housing grants and programs, and homeownership counseling. SHIP funds may be used to assist units that meet the standards of chapter 553; SHIP funds may also be used to assist manufactured housing constructed after June 1994 in accordance with the installation standards defined in the rules of the Department of Highway Safety and Motor Vehicles.

A minimum of 65 percent of the funds must be spent on eligible homeownership activities; a minimum of 75 percent of funds must be spent on eligible construction activities; at least 30 percent of the funds must be reserved for very-low income households (up to 50 percent of the area median income or AMI); an additional 30 percent may be reserved for low income households (up to 80 percent of AMI); and the remaining funds may be reserved for moderate-income households (up to 120 percent of AMI.). It is important to note that no more than 5 percent of SHIP funds may be used for administrative expenses. However, if a local government makes a finding of need by resolution, a local government may use up to 10 percent for administrative expenses. Funding for this program was established by the passage of the 1992 William E. Sadowski Affordable Housing Act. Funds are allocated to local governments each month on a population-based formula. These funds are

derived from the collection of documentary stamp tax revenues, which are deposited into the Local Government Housing Trust Fund. Total actual disbursements are dependent upon these documentary stamp collections.

No SHIP funds are expected for fiscal year 2013/2014.

6. *Explain how federal funds will leverage resources from private and non-federal public sources.*

To the extent of the activities described in this Annual Action Plan, private or non-federal leveraging is not likely. Most of the leveraging comes from private sources under the State SHIP Program under the Down Payment Assistance Program from lending institutions in the form of the first mortgage.

In FY 2008 and 2010, the City received grant allocations under the Neighborhood Stabilization Program (Round 1 and Round 3). These programs also provide homeownership opportunities utilizing private lending institutions which may be leveraged with CDBG funds.

### ***Annual Objectives 91.220(c)(3)***

***\*If not using the CPMP Tool:*** Complete and submit Table 3A.

***\*If using the CPMP Tool:*** Complete and submit the Summary of Specific Annual Objectives Worksheets or Summaries.xls

***Goals and objectives to be carried out during the action plan period are indicated by placing a check in the following boxes.***

<input type="checkbox"/>	<b>Objective Category Decent Housing</b> <i>Which includes:</i>	<input type="checkbox"/>	<b>Objective Category: Expanded Economic Opportunities</b> <i>Which includes:</i>	<input type="checkbox"/>	<b>Objective Category: Expanded Economic Opportunities</b> <i>Which includes:</i>
<input type="checkbox"/>	<i>assisting homeless persons obtain affordable housing</i>	<input type="checkbox"/>	<i>improving the safety and livability of neighborhoods</i>	<input type="checkbox"/>	<i>job creation and retention</i>
<input type="checkbox"/>	<i>assisting persons at risk of becoming homeless</i>	<input checked="" type="checkbox"/>	<i>eliminating blighting influences and the deterioration of property and facilities</i>	<input type="checkbox"/>	<i>establishment, stabilization and expansion of small business (including micro-businesses)</i>
<input checked="" type="checkbox"/>	<i>retaining the affordable housing stock</i>	<input checked="" type="checkbox"/>	<i>increasing the access to quality public and private facilities</i>	<input type="checkbox"/>	<i>the provision of public services concerned with employment</i>
<input type="checkbox"/>	<i>increasing the availability of affordable permanent</i>	<input type="checkbox"/>	<i>reducing the isolation of income groups within areas through</i>	<input type="checkbox"/>	<i>the provision of jobs to low-income persons living in areas affected by those</i>



	<i>housing in standard condition to low-income and moderate-income families, particularly to members of disadvantaged minorities without discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability</i>		<i>spatial deconcentration of housing opportunities for lower income persons and the revitalization of deteriorating neighborhoods</i>		<i>programs and activities under programs covered by the plan</i>
<input type="checkbox"/>	<i>increasing the supply of supportive housing which includes structural features and services to enable persons with special needs (including persons with HIV/AIDS) to live in dignity and independence</i>	<input type="checkbox"/>	<i>restoring and preserving properties of special historic, architectural, or aesthetic value</i>	<input type="checkbox"/>	<i>availability of mortgage financing for low income persons at reasonable rates using non-discriminatory lending practices</i>
<input type="checkbox"/>	<i>providing affordable housing that is accessible to job opportunities</i>	<input checked="" type="checkbox"/>	<i>conserving energy resources and use of renewable energy sources</i>	<input type="checkbox"/>	<i>access to capital and credit for development activities that promote the long-term economic social viability of the community</i>

### **Description of Activities 91.220(d) and (e)**

**\*If not using the CPMP Tool:** Complete and submit Table 3C

**\*If using the CPMP Tool:** Complete and submit the Projects Worksheets and the Summaries Table.

7. Provide a summary of the eligible programs or activities that will take place during the program year to address the priority needs and specific objectives identified in the strategic plan.

#### **Public Service (Full-Time Social Worker)**

**\$ 46,160.00**

This activity will include funding for a full-time social worker to provide information and referral services to elderly residents, ongoing case management, implementation of the Senior Program and the Volunteer Program, addressing calls and managing an on-going caseload. Approximately one hundred (100) unduplicated clients will be served by the Social Worker this fiscal year. These

activities are eligible under 24 CFR section 570.201(e), and will benefit low and moderate income persons as qualified under 570.208(a)(2), limited clientele.

**Residential Rehabilitation (Minor Home Repair) \$189,100.00**

This activity will provide minor home repairs to a minimum of seven (7) low to moderate-income households who are experiencing conditions in and around the home that pose a threat to health, safety, and welfare of the household occupants. This project will be carried out on a citywide basis. This activity is eligible under 24 CFR Section 570.202(a) and will benefit low and moderate-income households on an area-wide basis.

**Rehabilitation Services \$ 30,000.00**

This program activity includes marketing, application in-take and review and verification for eligibility, communication with general contractors, specification review and on site problem solving inspections and other services related to the completion of residential rehabilitation projects.

**Area-Wide Low-Moderate Neighborhood Benefit (Installation of Sidewalks) \$ 30,000.00**

The activity will provide for installation of sidewalks in low-moderate income neighborhoods. There are currently no existing and accessible sidewalks at these locations and the installation will improve accessibility and allow for area-wide benefit. This activity is eligible under 24 CFR Section 570.208 (a) (1)

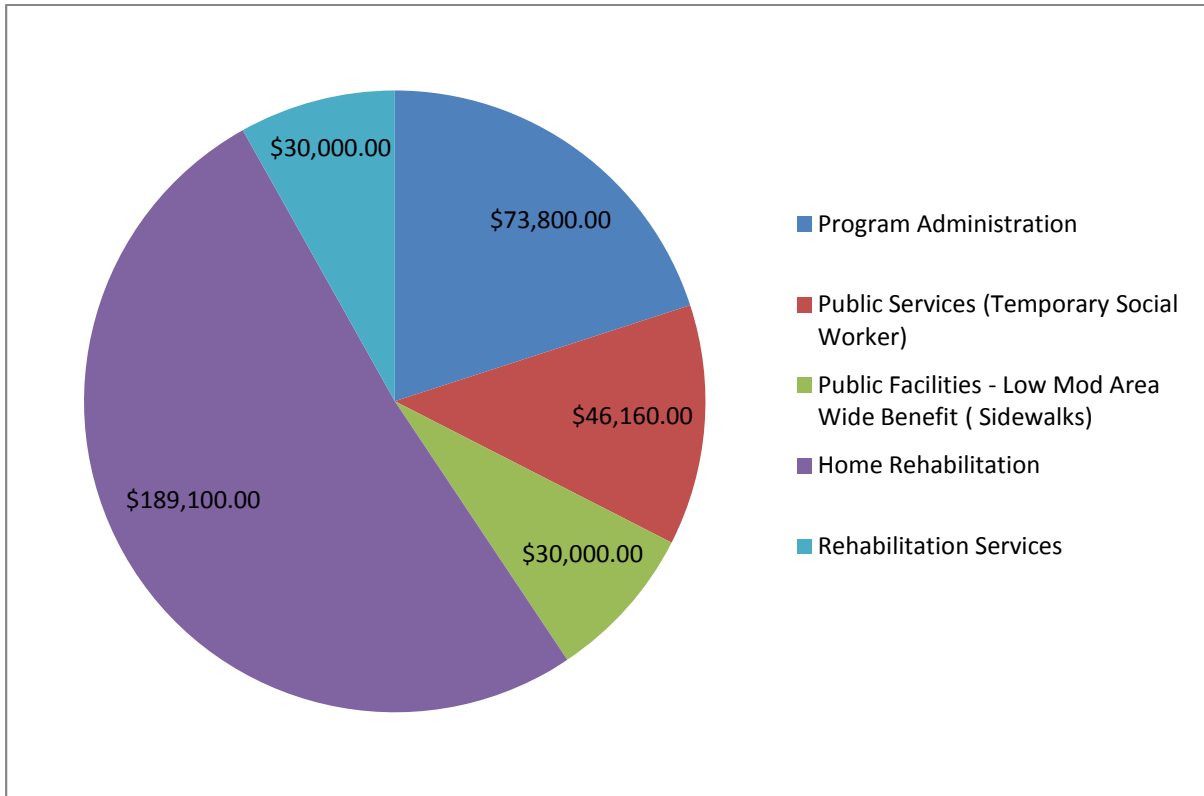
**Auditing Services \$ 5,000.00**

Since the FY 2010 CDBG program is an expenditure driven program that may result in total federal expenditures exceeding \$500,000, the City is required under the U.S. Single Audit Act and the OMB Circular A-133 to have an annual compliance audit conducted. These activities are presumed to benefit low and moderate-income persons and are eligible under 24 CFR 570.206(a).

**Program Administration \$ 68,800.00**

This activity will provide general management, oversight, and coordination of the programs. Also, this activity will provide for an annual grant audit, and provide provision of fair housing services designed to further the fair housing objectives of the Fair Housing Act, 42 U.C.C. 3601-20. These activities are presumed to benefit low and moderate-income persons and are eligible under 24 CFR 570.206(a).

## FY 2013/2014 Activity Distribution



### HOME FY 2013-2014 PROPOSED PROJECTS DESCRIPTIONS

#### (Broward County Consortium Member)

Home Rehabilitation

Minimum of 3 recipients

### SHIP FY 2013-2014 PROPOSED PROJECTS DESCRIPTIONS

SHIP is not funded for FY 2013/2014

### NEIGHBORHOOD STABILIZATION PROGRAM (ROUND 3) DESCRIPTIONS

Foreclosure/Abandoned Property Acquisition & Rehabilitation for the purpose of re-sale to income eligible homebuyers in areas of greatest need as identified in the City's FY2010/2011 Substantial Action Plan Amendment.

*Describe the outcome measures for activities in accordance with Federal Register Notice dated March 7, 2006, i.e., general objective category (decent housing, suitable living environment, economic opportunity) and general outcome category (availability/accessibility, affordability, sustainability).*

The City plans to fund the above activities to produce outcomes that fulfill HUD's objectives as follows:

- \* **Accessibility, Affordability, and Sustainability** for the purpose of creating **suitable living environments.**

**Project:**     Public Service

Social Worker

**Project:**     Area-wide Low Mod Benefit

Installation of Sidewalks

- \* **Accessibility, Affordability, and Sustainability** for the purpose **providing decent affordable housing.**

**Project:**     Home Rehabilitation

Home Rehabilitation

Rehabilitation Services

Home Rehabilitation

**PERFORMANCE  
MEASUREMENTS**

**FY 2013-2014**

ACTIVITY #	SPECIFIC OBJECTIVE	SOURCE OF FUNDS	PERFORMANCE INDICATORS	EXPECTED NUMBER	OUTCOME / OBJECTIVE **
<b>Housing</b>					
1	Home Rehabilitation	CDBG, HOME, NSP	Number of homes assisted	7 -CDBG PER YEAR 3 – HOME PER YEAR 4 – NSP ROUND 3	DH-3
2	Rehabilitation Services	CDBG, NSP	Application intake, review and processing for above homes		DH-3
<b>Public Services</b>					
3	Full-Time Social Worker	CDBG & CITY	Number of unduplicated clients/cases	100 unduplicated residents PER YEAR	SL-1
<b>Area-Wide Low Mod Benefit</b>					
4	Installation of Sidewalks	CDBG	Number of areas/locations	1 Community location PER YEAR	SL-1
** Outcome/Objective Codes		<b>Availability/ Accessibility</b>	<b>Affordability</b>	<b>Sustainability</b>	
<b>Decent Housing</b>		DH-1	DH-2	DH-3	
<b>Suitable Living Environment</b>		SL-1	SL-2	SL-3	
<b>Economic Opportunity</b>		EO-1	EO-2	EO-3	

## ***Geographic Distribution/Allocation Priorities 91.220(d) and (f)***

8. *Describe the geographic areas of the jurisdiction (including areas of low income families and/or racial/minority concentration) in which assistance will be directed during the next year. Where appropriate, the jurisdiction should estimate the percentage of funds the jurisdiction plans to dedicate to target areas.*

The City utilizes data from the 2000 Census to create a low-moderate income map for the City. All projects proposed take place within those designated areas. The City will update its low-moderate income map upon the release of the 2010 Census data. **(Low-Moderate Income Map-attached hereto)**

9. *Describe the reasons for the allocation priorities, the rationale for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA) during the next year, and identify any obstacles to addressing underserved needs.*

The main focus is maintaining affordable housing and public services to all low-moderate income residents of Tamarac, including those with special needs.

The major obstacle is funding, or lack thereof. Both federal and state allocations fluctuate and are often decreased from year to year making planning for the future and meeting the needs of the underserved difficult.

Another obstacle may be the lack of data to justify allocating funds to what may appear to be an unmet need. The 2000 Census is out dated, certain data sets from the 2010 Census is not available yet, and local resources may be unavailable to confirm an unmet need.

## ***Annual Affordable Housing Goals 91.220(g)***

***\*If not using the CPMP Tool:*** Complete and submit Table 3B Annual Housing Completion Goals. ***\*If using the CPMP Tool:*** Complete and submit the Table 3B Annual Housing Completion Goals.

10. *Describe the one-year goals for the number of homeless, non-homeless, and special-needs households to be provided affordable housing using funds made available to the jurisdiction and one-year goals for the number of households to be provided affordable housing through activities that provide rental assistance, production of new units, rehabilitation of existing units, or acquisition of existing units using funds made available to the jurisdiction. The term affordable housing shall be defined in 24 CFR 92.252 for rental housing and 24 CFR 92.254 for homeownership.*

Home Rehabilitation will be the affordable housing activity funded in the FY 2013/2014 Annual Action Plan. It is anticipated that a minimum of seven (7) dwelling units for FY 2013/2014 will receive assistance under this program.

The City of Tamarac intends to allocate funds to sustaining the existing housing stock, making funds available for barrier free accessibility, and preserving homes through strengthening and mitigation, and ensuring there is affordability in homeownership. In conjunction with the City's HOME and NSP program funds, the City will provide funding for Home Rehabilitation, including Disaster Mitigation, Barrier Free Accessibility, Code Correction, and Emergency Repairs, as well as Down Payment Assistance to low-moderate income households. The total rehabilitation cost may be limited to a minimum of five hundred dollars (\$500) to a high of thirty thousand dollars (\$30,000). The program will target low income households. However, moderate-income households will also be eligible to participate utilizing non-CDBG funds.

The housing units that are considered for rehabilitation will be classified in one of three groups. The categories are:

- (i) Standard Condition
- (ii) Substandard Condition, or
- (iii) Dilapidated Condition

Typically, most units will be classified as "standard condition" indicating that they do not have major physical damage. Repair work will include façade treatment, painting, minor exterior wood and/or masonry repairs, and energy efficiency improvements.

Units that are classified as "Substandard" will typically require repairs in the frame, foundation, roof or superstructure of the unit. Additionally, improvements may include repair and/or replacement of exterior doors and windows. Lastly, a unit may be determined to be "substandard" if it is missing some or all of the plumbing facilities.

As part of the Home Rehabilitation activity, the City will provide inspections, bid write-up, financial counseling for the homeowner and underwriting for each rehab job. All work will be based on a competitive bid process from a pre-approved list of participating contractors. All participating contractors will be State licensed contractors with the necessary bonding (if required) and insurance. The contractors will be paid directly from CDBG funds.

The housing rehabilitation will be in the form of a deferred loan grant to eligible low and moderate income homeowners.

### ***Public Housing 91.220(h)***

The service provider for public and rental subsidy housing for the City of Tamarac is the Broward County Housing Authority (BCHA). This agency receives referrals via the

North County Satellite office of the Broward County Bureau of Family and Children Services. Families renting in Tamarac, and in need of public housing, can receive assistance from the County's North Satellite office. To date, there is no public housing sites located in the city's jurisdiction. However, there is one HUD housing project that was built in 1974 in the adjacent City of Coral Springs; a majority of the units are for the elderly.

*11. Describe the manner in which the plan of the jurisdiction will help address the needs of public housing and activities it will undertake during the next year to encourage public housing residents to become more involved in management and participate in homeownership.*

Residents wishing to participate in homeownership activities are required to attend an 8-hour Housing Counseling course. Additionally, residents seeking guidance which are not yet ready for homeownership are recommended to visit a local housing counseling agency for both group sessions as well as one-on-one sessions to determine their weaknesses and become educated on the ways to best become "buyer ready".

*12. If the public housing agency is designated as "troubled" by HUD or otherwise is performing poorly, the jurisdiction shall describe the manner in which it will provide financial or other assistance in improving its operations to remove such designation during the next year.*

The Broward County Housing Authority (BCHA) is not a "troubled" agency. They received grant funds for numerous sources due to their quality programming and staff. As a HUD Certified Housing Counseling Agency, they assist residents from all over the South Florida area as well as participate regularly in outreach and educational workshops.

### ***Homeless and Special Needs 91.220(i)***

The City of Tamarac does not currently fund any homeless or homeless prevention strategies. Any homeless identified within the City are assisted through the Homeless Initiative Program (HIP). The City of Tamarac's Social Service Division is also available to assist residents with resources within the County.

A Point in Time survey was conducted in January 2013. Although dispersed throughout the entire county, the vast majority of homeless persons were concentrated within the older communities of Pompano Beach, Fort Lauderdale, and Hollywood, where the majority of services to the homeless are provided and shelters are located.

As a partner of the Broward Homeless Initiative Partnership (HIP), Tamarac participates in regular meetings and workshops to assist in addressing the needs of the County's homeless population.



The Broward County 2013 Point-in-Time Count, conducted in a 24-hour time period on January 24-25, identified that 2,810 individuals and families were homeless according to the federal definition of homelessness: they were living in places not meant for human habitation, emergency shelters or transitional housing programs. The count is required by U.S. Housing and Urban Development (HUD) and Florida's Office on Homelessness.

An additional 783 were counted as “at-risk” of homelessness, which is generally defined as an individual or family seeking permanent housing but who stayed the previous night at an institution; a hotel paid by self; a jail, prison or detention center; a family or friend's house; or were facing imminent eviction; or in foster care.

The total number of **sheltered and unsheltered** persons experiencing homelessness in Broward County decreased by 12 percent, from 3,183 to 2,810; and the number of unsheltered persons **decreased by 35 percent** from 1,268 to 829, based on HUD's biennial point-in-time count and survey as compared to the same count done in January 2011-12.

The Broward Regional Health Planning Council (BRHPC), Hands on Broward, 2-1-1 Broward and the Homeless Initiative Partnership Advisory (Partnership) Board headed up the 2013 Point-in-Time Count effort in collaboration with approximately 190 volunteers, consisting of County staff, homeless services agencies, law enforcement agencies, individuals, advocates, faith-based, foster care providers, youth and community-based organizations. Trained volunteers fanned out across the County to homeless encampments, labor pools, meal programs and homeless shelters. The results were tabulated by Dr. Patrick Hardigan of Nova Southeastern University.

The Partnership Board identified the following as contributing factors for the reduction in this year's count:

- successful programmatic efficiencies implemented during the past two years; and
- lack of participation by non-continuum affiliated agencies/programs.

Broward County HIP provided the following data for the January 2013 Point In Time count for Broward County.

## Point In Time Summary for FL-601 - Ft Lauderdale/Broward County CoC

Date of PIT Count: 1/25/2013

Population: Sheltered and Unsheltered Count

### Persons in Households with at least one Adult and one Child

	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Total Number of Households	100	185	4	289
Total Number of persons (Adults & Children)	358	536	16	910
Number of Persons (under age 18)	251	331	0	582
Number of Persons (18 - 24)	28	43	8	79
Number of Persons (over age 24)	79	162	8	249
Average Household Size				3.1

### Persons in Households with only Children (Under Age 18)

	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Total number of households	14	2	0	16
Number of one-child Households	14	2	0	16
Number of multi-child Households	0	0	0	0
Total number of persons (under age 18)	14	2	0	16
Number of children in multi- child households	0	0	0	0
Average Household Size				1.0

### Persons in Households without Children

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total Number of Households	404	609	35	795	1,843
Total Number of Persons (Adults)	406	630	35	813	1884
Number of Persons (age 18 - 24)	71	31	2	44	148
Number of Persons (over age 24)	335	599	33	769	1,736

Average Household Size **1.0**

### Total Households and Persons

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total Number of Households	518	796	35	799	2,148
Total Number of Persons	778	1,168	35	829	2,810
Number of Children (under age 18)	265	333		0	598
Number of Persons (18 to 24)	99	74	2	52	227
Number of Persons (over age 24)	414	761	33	777	1985
Average Household Size					1.3

### Chronically Homeless Subpopulations

	Sheltered		Un-sheltered	Total
	Emergency Shelters	Safe Havens		
Chronically Homeless Individuals	111	35	262	408
Chronically Homeless Families (Total Number of Families)	1		0	1
Chronically Homeless Families (Total Persons in Household)	3		0	3

### Other Homeless Subpopulations

	Sheltered	Un-sheltered	Total
	Persons in emergency shelters, transitional housing and safe havens		
Total Number of Veterans (including female Veterans)	128	97	225
Number of Female Veterans (subset of all Veterans)	21	6	27
Severely Mentally Ill	461	158	619
Chronic Substance Abuse	549	218	767
Persons with HIV/AIDS	161	8	169
Victims of Domestic Violence	182	18	200

13. *Describe, briefly, the jurisdiction's plan for the investment and use of available resources and describe the specific planned action steps it will take over the next year aimed at eliminating chronic homelessness.*

As part of the Broward County Homeless Consortium, the City takes part in on-going communication with HIP and local homeless advocates to consider funding options those cities may incorporate into the Annual Action Plans. Additionally, the County has hired a consultant to prepare an updated report on the status of the County's homeless population with action steps to consider.

14. *Describe specific action steps to address the needs of persons that are not homeless identified in accordance with 91.215(e).*
15. *Homelessness Prevention—Describe planned action steps over the next year to address the individual and families with children at imminent risk of becoming homeless.*

### ***Barriers to Affordable Housing 91.220(j)***

16. *Describe the actions that will take place during the next year to remove barriers to affordable housing.*

The City continues to support affordable housing efforts by focusing on the grants available through the CDBG, SHIP, HOME and NSP programs. By partnering with Broward County Home Consortium and Florida Housing Finance Authority, the City is able to refer residents for home ownership counseling and lender's programs as a way to negate predatory lending. The City also has lender requirements which must be met in order to fund individual requests for assistance to ensure fair housing practices.

The City of Tamarac is a participating member of the Broward Housing and Community Development Task Force which allows for participating agencies to share commons barriers to affordable housing and important resources to overcoming them. The Task Force addresses foreclosure prevention, fair housing, incentives, and any other topics related to housing and community development.

Additionally, the City currently has several incentive strategies for builders and developers working with affordable housing programs that target very low, low and moderate households.

#### **Incentive Strategies:**

- Permits, as defined in s. 163.3164(7) and (8), for affordable housing projects are expedited to a greater degree than other projects.
- The City expedites the processing of affordable housing permits through a pre-application conference.

- Affordable housing projects are identified by sales price consistent with the SHIP program's housing value limits.
- The building and Community Development Departments have employees that serve as liaisons with developers of affordable housing to assist in the permit process.
- Affordable housing projects are stamped "EXPEDITED."

### *Other Actions 91.220(k)*

*17. Describe the actions that will take place during the next year to address obstacles to meeting underserved needs, foster and maintain affordable housing, evaluate and reduce the number of housing units containing lead-based paint hazards, reduce the number of poverty-level families develop institutional structure, enhance coordination between public and private agencies (see 91.215(a), (b), (i), (j), (k), and (l)).*

The City has been working with Broward County to create an Affordable Housing Policy. This policy will lay out the City's plans to foster and maintain affordable housing, ensure future housing needs are met and development is in coordination with the City's Comprehensive and Consolidated Plans. In addition to the long-term goals of the policy, the Housing Division will continue to provide lead-based paint assessments and abatement on properties identified and containing hazards.

Recently the City was invited to be a member of an "Affordable Housing Website Users Group" committee initiated by Broward County Housing Finance to create a website incorporating all local, regional, state and federal resources. The website is intended to give residents a starting point to identify resources including but not limited to: grant programs, housing counseling agencies, foreclosure prevention programs, tenant based rental programs and projects, and education and outreach events. The website is a work in progress and the City intends to continue as a member to offer feedback and ideas to improve the availability of resources to the residents of Tamarac as well as the local community.

*18. Describe the actions to coordinate its housing strategy with local and regional transportation planning strategies to ensure to the extent practicable that residents of affordable housing have access to public transportation.*

Throughout the year, City staff participate in several community events, outreach efforts, educational workshops, public service announcements, and invitational guest speaking opportunities at various communities, boards, organizations, non-profits, and for-profits to assess the needs of the community and share information with the residents of Tamarac as to the availability of funds

Several members of City staff are members of general local government planning boards, committees and sub-committees at which county-wide coordination is

reached on issues pertaining to planning, transportation, housing, community development and neighborhood revitalization.

## **PROGRAM SPECIFIC REQUIREMENTS**

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### ***CDBG 91.220(l)(1)***

1. *Identify program income expected to be received during the program year, including:*
  - *amount expected to be generated by and deposited to revolving loan funds;*
  - *total amount expected to be received from each new float-funded activity included in this plan; and*
  - *amount expected to be received during the current program year from a float-funded activity described in a prior statement or plan.*

Program Income is only generated when a previous recipient of CDBG funds breaks the terms of their deferred loan and repayment is due to the City. The City's Home Rehabilitation activity is the only activity in which funds are issued as a deferred loan.

Recapture Terms/Affordability Period for the Housing activities are as such:

Deferred loan secured by a lien against the property for a period of ten (10) years with zero (0) percent interest with a principal reduction of twenty (20) percent beginning in year six. At the end of the tenth year, the loan is forgiven. The pro-rated repayment is due upon the sale or transfer of the property or if cash equity is taken out within the ten (10) year loan term.

The City's loan documents provide that the obligation for repayment shall continue for the entire recapture terms even in the event of the death of the homeowner. The obligation to repay funds during the recapture period in the event of the sale of the property, or due to failure to comply with the obligations as stated in the loan document shall transfer to any heir or beneficiary of the deceased property owner.

The sale, transfer of ownership of the Property, refinancing of the Property with a cash payment to the Owner-Occupant, or the Owner-Occupant's vacation of the property as a primary residence during the ten (10) year term of the Agreement shall constitute a default. The prorated amount of the principal balance of the Deferred Payment Loan that is remaining to be paid at the time of the default shall be payable, in full, to the City of Tamarac.

2. *Program income received in the preceding program year that has not been included in a statement or plan.*

No CDBG Program Income has been received over the past year.

3. *Proceeds from Section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in its strategic plan.*
4. *Surplus funds from any urban renewal settlement for community development and housing activities.*
5. *Any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.*
6. *Income from float-funded activities.*
7. *Urgent need activities, only if the jurisdiction certifies.*
8. *Estimated amount of CDBG funds that will be used for activities that benefit persons of low- and moderate income.*

All CDBG funds will benefit low-moderate income persons, households or areas.

It is proposed that \$158,500.00 will be allocated to Home Rehabilitation for low-moderate income households, and \$43,500 will be allocated to Public Service activities for low-moderate income persons.

## **HOME 91.220(l)(2)**

In FY 2002, the City of Tamarac became a member of the Broward County HOME Consortium along with the Entitlement Cities of Tamarac, Margate, Deerfield Beach, Sunrise, Lauderdale, Plantation, Davie, Pembroke Pines, Miramar and Coconut Creek which recently joined the Consortium. The United States Congress passed the National Affordable Housing Act In 1990. This Act created a variety of affordable housing programs, including the Home Investment Partnerships Act (HOME).

With the additional HOME funds, the City can increase the resources available for home rehabilitation. An additional three to four homeowners can be assisted because of fiscal year 2013/2014 HOME funds.

Participation in the Broward County HOME Consortium also provides advantages beyond additional funding. The consortium allows the cities to collaborate on best practices, share knowledge, leverage resources, and exchange technology on the provision of affordable housing. The ultimate and cumulative advantage of participating in the consortium is the enhanced capacity of the consortium members to provide their residents with affordable housing. The added values of quality housing in these cities include the ability to attract new businesses and working families and a reduction in code compliance issues that can translate into reduced crime and vandalism.



City Staff is able to provide the residents with direct access and assistance in the applying for, and processing of HOME funds.

In May 2009, the City of Tamarac renewed their commitment to the Broward County HOME Consortium by entering into a new three years Interlocal Agreement.

1. *Describe other forms of investment. (See Section 92.205)*  
*If grantee (PJ) plans to use HOME funds for homebuyers, did they state the guidelines of resale or recapture, as required in 92.254.*

HOME funds are typically allocated to Home Rehabilitation; however, with the receipt of NSP3 funds, the City may re-allocate a portion of its HOME funds to homebuyers in the form of Down Payment Assistance. Should this occur, the City will incorporate resale or recapture guidelines similar to those outline in the City's Local Housing Assistance Plan (LHAP).

2. *If grantee (PJ) plans to use HOME funds to refinance existing debt secured by multifamily housing that is being rehabilitated with HOME funds, state its refinancing guidelines required under 24 CFR 92.206(b).*
3. *Resale Provisions -- For homeownership activities, describe its resale or recapture guidelines that ensure the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4).*

Should HOME funds be allocated to homeownership activities, the recapture guidelines will be as follows:

Terms of the award; Recapture and Default.

Include pay back terms in the event of default (failure to make required payments on a loan secured by a first mortgage which leads to foreclosure and/or loss of property ownership).

Deferred loan secured by a lien against the property for a period of ten (10) years with zero (0) percent interest with a principal reduction of twenty (20) percent beginning in year six. At the end of the tenth year, the loan is forgiven. The pro-rated repayment is due upon the sale or transfer of the property or if cash equity is taken out within the ten (10) year loan term

The City's loan documents provide that the obligation for repayment shall continue for the entire recapture terms even in the event of the death of the homeowner. The obligation to repay funds during the recapture period in the event of the sale of the property, or due to failure to comply with the obligations as stated in the loan document shall transfer to any heir or beneficiary of the deceased property owner.



The sale, transfer of ownership of the Property, refinancing of the Property with a cash payment to the Owner-Occupant, or the Owner-Occupant's vacation of the property as a primary residence during the ten (10) year term of the Agreement shall constitute a default. The prorated amount of the principal balance of the Deferred Payment Loan that is remaining to be paid at the time of the default shall be payable, in full, to the City of Tamarac HOME program.

4. *HOME Tenant-Based Rental Assistance -- Describe the local market conditions that led to the use of HOME funds for tenant based rental assistance program.*

*If the tenant based rental assistance program is targeted to or provides a preference for a special needs group, that group must be identified in the Consolidated Plan as having an unmet need and show the preference is needed to narrow the gap in benefits and services received by this population.*

5. *If a participating jurisdiction intends to use forms of investment other than those described in 24 CFR 92.205(b), describe these forms of investment.*
6. *Describe the policy and procedures it will follow to affirmatively market housing containing five or more HOME-assisted units.*
7. *Describe actions taken to establish and oversee a minority outreach program within its jurisdiction to ensure inclusion, to the maximum extent possible, of minority and women, and entities owned by minorities and women, including without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts, entered into by the participating jurisdiction with such persons or entities, public and private, in order to facilitate the activities of the participating jurisdiction to provide affordable housing under the HOME program or any other Federal housing law applicable to such jurisdiction.*
8. *If a jurisdiction intends to use HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds, state its financing guidelines required under 24 CFR 92.206(b).*

### **HOPWA 91.220(l)(3)**

The City of Tamarac is not a recipient of HOPWA funds.

1. *One year goals for the number of households to be provided housing through the use of HOPWA activities for: short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family, tenant-based rental assistance, units provided in housing facilities that are being developed, leased, or operated.*

## OTHER NARRATIVES AND ATTACHMENTS

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*Include any action plan information that was not covered by a narrative in any other section. If optional tables are not used, provide comparable information that is required by consolidated plan regulations.*

### ***Section 3***

The City has drafted a new Section 3 Plan which is included in all solicitations utilizing federal funds incorporated Section 3 language.

Under the Home Rehabilitation Program, the City partnered with a local Section 3 agency, Step-Up, for its millwork. As a Section 3 agency, Step-Up was incorporated into the program and all participating general contractors agreed to allow the Step-Up Program to bid on millwork opposed to utilizing their own millwork sub-contractors. In 2014, with the next General Contractors solicitation, Section 3 determination will be made a part of the award process. General Contractors will be asked to complete the Section 3 Business and/or Resident certifications.

Additionally, the City has hired consultants under the Neighborhood Stabilization Program – Round 3 within the “vicinity hiring” guidelines. A realtor located in the City of Tamarac was selected to assist with acquisition, property management and disposition of NSP3 properties. A local lawn maintenance company was also selected to maintain the lawns at NSP3 properties while owned by the City.

City staff has attended local Section 3 training and will continue to improve the incorporation of Section 3 into grant funded projects.

### ***Davis Bacon***

In addition to creating the above Section 3 Plan, the City recently completed its Davis Bacon Plan. All solicitations incorporate Davis Bacon requirements when federally funded. CDBG funds have been allocated to the installation of sidewalks over the past 3-4 years. Davis Bacon activities took place ensuring compliance on these jobs. Staff is invited to the award conference notifying the awarded contractor of its Davis Bacon obligations and conducts on-site interviews with labor personnel confirming labor standards are being met.

### ***Fair Housing***

Fair Housing in the City of Tamarac is promoted during community events, workshops, and as part of the one-on-one housing counseling at the staff level through Broward County Housing Authority and other local counseling agencies.

The Fair Housing Action Plan consists of updating the City's Analysis of Impediments, conducting Fair Housing educational outreach sessions, distributing Fair Housing and Predatory Lending educational materials, conducting in partnership with other jurisdictions a National Fair Housing Month event, and publishing several Public Service Announcements.

The City has an updated Analysis of Impediments on record and has been reviewed and approved by HUD's Fair Housing and Equal Opportunity office.

Additionally, the H.O.P.E. Inc. Discrimination Hotline phone number has been added the City's website and it published in the City's Tam-A-Gram newsletter once per year.

The City maintains an annual Scope of Work Agreement with H.O.P.E. Inc. for all its Fair Housing initiatives and needs. A new Analysis of Impediments will take place once the new regulations are set forth.

**Application for Federal Assistance SF-424**

Version 02

\*1. Type of Submission:

☐ Preapplication☒ Application☐ Changed/Corrected Application

\*2. Type of Application

☒ New☐ Continuation☐ Revision

\* If Revision, select appropriate letter(s)

\*Other (Specify)  
\_\_\_\_\_

3. Date Received:

6/12/13

4. Applicant Identifier:

5a. Federal Entity Identifier:

\*5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\*a. Legal Name: City of Tamarac, FL

\*b. Employer/Taxpayer Identification Number (EIN/TIN):

59-1039552

\*c. Organizational DUNS:

077270940

**d. Address:**\*Street 1: 7525 NW 88 Avenue

Street 2: \_\_\_\_\_

\*City: TamaracCounty: Broward\*State: FL

Province: \_\_\_\_\_

\*Country: US\*Zip / Postal Code 33321**e. Organizational Unit:**

Department Name:

City Manager's Office

Division Name:

Community Development Dept

**f. Name and contact information of person to be contacted on matters involving this application:**Prefix: Mr.\*First Name: MichaelMiddle Name: C.\*Last Name: Cernech

Suffix: \_\_\_\_\_

Title: City Manager

Organizational Affiliation:

City of Tamarac

\*Telephone Number: 954-597-3510

Fax Number: 954-597-3520

\*Email: michael.cernech@tamarac.org

**Application for Federal Assistance SF-424**

Version 02

**\*9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\*Other (Specify)

**\*10 Name of Federal Agency:****US Department of HUD****11. Catalog of Federal Domestic Assistance Number:**

14-218

CFDA Title:

Community Development Block Grant

**\*12 Funding Opportunity Number:**

\*Title:

CDBG FY 13/14

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):****City of Tamarac****\*15. Descriptive Title of Applicant's Project:**

Home Rehabilitation

Public Services

Public Facilities Improvements

Program Administration

**Application for Federal Assistance SF-424**

Version 02

**16. Congressional Districts Of:**

\*a. Applicant: 19, 20, 23

\*b. Program/Project: 19, 20, 23

**17. Proposed Project:**

\*a. Start Date: 10/01/2013

\*b. End Date: 09/30/2014

**18. Estimated Funding (\$):**

*a. Federal	<u>369,060.00</u>
*b. Applicant	<u>                    </u>
*c. State	<u>                    </u>
*d. Local	<u>                    </u>
*e. Other	<u>                    </u>
*f. Program Income	<u>                    </u>
*g. TOTAL	<u>369,060.00</u>

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E. O. 12372

**\*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

☐ Yes      ☒ No

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

**Authorized Representative:**

Prefix: Mr.      \*First Name: Michael

Middle Name: C.

\*Last Name: Cernech

Suffix:                     

\*Title: City Manager

\*Telephone Number: 954-597-3510

Fax Number: 954-597-3520

\* Email: michael.cernech@tamarac.org

\*Signature of Authorized Representative:

\*Date Signed:

**Application for Federal Assistance SF-424**

Version 02

**\*Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

# INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry:	Item	Entry:
1.	<b>Type of Submission:</b> (Required): Select one type of submission in accordance with agency instructions. <ul style="list-style-type: none"> <li>• Preapplication</li> <li>• Application</li> <li>• Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date.</li> </ul>	10.	<b>Name Of Federal Agency:</b> (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
		11.	<b>Catalog Of Federal Domestic Assistance Number/Title:</b> Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
2.	<b>Type of Application:</b> (Required) Select one type of application in accordance with agency instructions. <ul style="list-style-type: none"> <li>• New – An application that is being submitted to an agency for the first time.</li> <li>• Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals.</li> <li>• Revision - Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. <ul style="list-style-type: none"> <li>A. Increase Award    B. Decrease Award</li> <li>C. Increase Duration    D. Decrease Duration</li> <li>E. Other (specify)</li> </ul> </li> </ul>	12.	<b>Funding Opportunity Number/Title:</b> (Required) Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
		13.	<b>Competition Identification Number/Title:</b> Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
		14.	<b>Areas Affected By Project:</b> List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
3.	<b>Date Received:</b> Leave this field blank. This date will be assigned by the Federal agency.	15.	<b>Descriptive Title of Applicant's Project:</b> (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
4.	<b>Applicant Identifier:</b> Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.		
5a.	<b>Federal Entity Identifier:</b> Enter the number assigned to your organization by the Federal Agency, if any.	16.	<b>Congressional Districts Of:</b> (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5 <sup>th</sup> district, CA-012 for California 12 <sup>th</sup> district, NC-103 for North Carolina's 103 <sup>rd</sup> district. <ul style="list-style-type: none"> <li>• If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland.</li> <li>• If nationwide, i.e. all districts within all states are affected, enter US-all.</li> <li>• If the program/project is outside the US, enter 00-000.</li> </ul>
5b.	<b>Federal Award Identifier:</b> For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.		
6.	<b>Date Received by State:</b> Leave this field blank. This date will be assigned by the State, if applicable.	17.	<b>Proposed Project Start and End Dates:</b> (Required) Enter the proposed start date and end date of the project.
7.	<b>State Application Identifier:</b> Leave this field blank. This identifier will be assigned by the State, if applicable.		
8.	<b>Applicant Information:</b> Enter the following in accordance with agency instructions: <ul style="list-style-type: none"> <li>a. <b>Legal Name:</b> (Required): Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website.</li> <li>b. <b>Employer/Taxpayer Number (EIN/TIN):</b> (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444.</li> <li>c. <b>Organizational DUNS:</b> (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website.</li> <li>d. <b>Address:</b> Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US).</li> <li>e. <b>Organizational Unit:</b> Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the</li> </ul>	18.	<b>Estimated Funding:</b> (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
		19.	<b>Is Application Subject to Review by State Under Executive Order 12372 Process?</b> Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the



	assistance activity, if applicable.		State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State																								
	<b>f. Name and contact information of person to be contacted on matters involving this application:</b> Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.	20.	<b>Is the Applicant Delinquent on any Federal Debt?</b> (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.  If yes, include an explanation on the continuation sheet.																								
9.	<b>Type of Applicant: (Required)</b> Select up to three applicant type(s) in accordance with agency instructions.	21.	<b>Authorized Representative: (Required)</b> To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required) title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)																								
	<table border="1"> <tr> <td>A. State Government</td><td>M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)</td></tr> <tr> <td>B. County Government</td><td>N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)</td></tr> <tr> <td>C. City or Township Government</td><td>O. Private Institution of Higher Education</td></tr> <tr> <td>D. Special District Government</td><td>P. Individual</td></tr> <tr> <td>E. Regional Organization</td><td>Q. For-Profit Organization (Other than Small Business)</td></tr> <tr> <td>F. U.S. Territory or Possession</td><td>R. Small Business</td></tr> <tr> <td>G. Independent School District</td><td>S. Hispanic-serving Institution</td></tr> <tr> <td>H. Public/State Controlled Institution of Higher Education</td><td>T. Historically Black Colleges and Universities (HBCUs)</td></tr> <tr> <td>I. Indian/Native American Tribal Government (Federally Recognized)</td><td>U. Tribally Controlled Colleges and Universities (TCCUs)</td></tr> <tr> <td>J. Indian/Native American Tribal Government (Other than Federally Recognized)</td><td>V. Alaska Native and Native Hawaiian Serving Institutions</td></tr> <tr> <td>K. Indian/Native American Tribally Designated Organization</td><td>W. Non-domestic (non-US) Entity</td></tr> <tr> <td>L. Public/Indian Housing Authority</td><td>X. Other (specify)</td></tr> </table>	A. State Government	M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)	B. County Government	N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)	C. City or Township Government	O. Private Institution of Higher Education	D. Special District Government	P. Individual	E. Regional Organization	Q. For-Profit Organization (Other than Small Business)	F. U.S. Territory or Possession	R. Small Business	G. Independent School District	S. Hispanic-serving Institution	H. Public/State Controlled Institution of Higher Education	T. Historically Black Colleges and Universities (HBCUs)	I. Indian/Native American Tribal Government (Federally Recognized)	U. Tribally Controlled Colleges and Universities (TCCUs)	J. Indian/Native American Tribal Government (Other than Federally Recognized)	V. Alaska Native and Native Hawaiian Serving Institutions	K. Indian/Native American Tribally Designated Organization	W. Non-domestic (non-US) Entity	L. Public/Indian Housing Authority	X. Other (specify)		
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# CPMP Non-State Grantee Certifications

**Many elements of this document may be completed electronically, however a signature must be manually applied and the document must be submitted in paper form to the Field Office.**

- |  |
|--|
| <input type="checkbox"/> <b>This certification does not apply.</b><br><input checked="" type="checkbox"/> <b>This certification is applicable.</b> |
|--|

## NON-STATE GOVERNMENT CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

**Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

**Drug Free Workplace** -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
  - a. The dangers of drug abuse in the workplace;
  - b. The grantee's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted –
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

**Anti-Lobbying** -- To the best of the jurisdiction's knowledge and belief:

8. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
9. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
10. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction** -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

---

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

- |   |
|---|
| <input type="checkbox"/> This certification does not apply.           |
| <input checked="" type="checkbox"/> This certification is applicable. |

### Specific CDBG Certifications

The Entitlement Community certifies that:

**Citizen Participation --** It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan --** Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

**Following a Plan --** It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

**Use of Funds --** It has complied with the following criteria:

11. Maximum Feasible Priority - With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
12. Overall Benefit - The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2013, 2014, 2\_\_, (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
13. Special Assessments - It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force --** It has adopted and is enforcing:

14. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

15. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

**Compliance With Anti-discrimination laws --** The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

**Lead-Based Paint --** Its activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

**Compliance with Laws --** It will comply with applicable laws.

---

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

- ☒ This certification does not apply.  
☐ This certification is applicable.

**OPTIONAL CERTIFICATION  
CDBG**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities, which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

---

Signature/Authorized Official

Date

N/A

Name

Title

Address

City/State/Zip

Telephone Number

- ☐ This certification does not apply.  
☒ This certification is applicable.

### Specific HOME Certifications

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance --** If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

**Eligible Activities and Costs --** it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

**Appropriate Financial Assistance --** before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

---

Signature/Authorized Official

Date

Beth Talabisco

Name

Mayor

Title

7525 NW 88 Avenue

Address

Tamarac, FL 33321

City/State/Zip

954-597-3460

Telephone Number

- ☒ This certification does not apply.  
☐ This certification is applicable.

### HOPWA Certifications

The HOPWA grantee certifies that:

**Activities --** Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

**Building --** Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

---

Signature/Authorized Official

Date

N/A

Name

Title

Address

City/State/Zip

Telephone Number



- |   |
|---|
| <input checked="checked" type="checkbox"/> This certification does not apply.<br><input type="checkbox"/> This certification is applicable. |
|---|

### ESG Certifications

I, \_\_\_\_\_, Chief Executive Officer of **Error! Not a valid link.**, certify that the local government will ensure the provision of the matching supplemental funds required by the regulation at 24 *CFR* 576.51. I have attached to this certification a description of the sources and amounts of such supplemental funds.

I further certify that the local government will comply with:

1. The requirements of 24 *CFR* 576.53 concerning the continued use of buildings for which Emergency Shelter Grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services.
2. The building standards requirement of 24 *CFR* 576.55.
3. The requirements of 24 *CFR* 576.56, concerning assurances on services and other assistance to the homeless.
4. The requirements of 24 *CFR* 576.57, other appropriate provisions of 24 *CFR* Part 576, and other applicable federal laws concerning nondiscrimination and equal opportunity.
5. The requirements of 24 *CFR* 576.59(b) concerning the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
6. The requirement of 24 *CFR* 576.59 concerning minimizing the displacement of persons as a result of a project assisted with these funds.
7. The requirements of 24 *CFR* Part 24 concerning the Drug Free Workplace Act of 1988.
8. The requirements of 24 *CFR* 576.56(a) and 576.65(b) that grantees develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted with ESG funds and that the address or location of any family violence shelter project will not be made public, except with written authorization of the person or persons responsible for the operation of such shelter.
9. The requirement that recipients involve themselves, to the maximum extent practicable and where appropriate, homeless individuals and families in policymaking, renovating, maintaining, and operating facilities assisted under the ESG program, and in providing services for occupants of these facilities as provided by 24 *CFR* 76.56.
10. The requirements of 24 *CFR* 576.57(e) dealing with the provisions of, and regulations and procedures applicable with respect to the environmental review

responsibilities under the National Environmental Policy Act of 1969 and related authorities as specified in 24 *CFR* Part 58.

11. The requirements of 24 *CFR* 576.21(a)(4) providing that the funding of homeless prevention activities for families that have received eviction notices or notices of termination of utility services will meet the requirements that: (A) the inability of the family to make the required payments must be the result of a sudden reduction in income; (B) the assistance must be necessary to avoid eviction of the family or termination of the services to the family; (C) there must be a reasonable prospect that the family will be able to resume payments within a reasonable period of time; and (D) the assistance must not supplant funding for preexisting homeless prevention activities from any other source.
12. The new requirement of the McKinney-Vento Act (42 *USC* 11362) to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. I further understand that state and local governments are primarily responsible for the care of these individuals, and that ESG funds are not to be used to assist such persons in place of state and local resources.
13. HUD's standards for participation in a local Homeless Management Information System (HMIS) and the collection and reporting of client-level information.

I further certify that the submission of a completed and approved Consolidated Plan with its certifications, which act as the application for an Emergency Shelter Grant, is authorized under state and/or local law, and that the local government possesses legal authority to carry out grant activities in accordance with the applicable laws and regulations of the U. S. Department of Housing and Urban Development.

---

Signature/Authorized Official

Date

N/A

Name

Title

Address

City/State/Zip

Telephone Number

- ☐ This certification does not apply.
- ☒ This certification is applicable.

## APPENDIX TO CERTIFICATIONS

### Instructions Concerning Lobbying and Drug-Free Workplace Requirements

#### Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Place of Performance (Street address, city, county, state, zip code) Check if there are workplaces on file that are not identified here. The certification with regard to the drug-free workplace is required by 24 CFR part 21.

Place Name	Street	City	County	State	Zip
Tamarac City Hall	7525 NW 88 AVE	Tamarac	Broward	FL	33321

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); "Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any

controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including:

- a. All "direct charge" employees;
- b. all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and
- c. temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Note that by signing these certifications, certain documents must be completed, in use, and on file for verification. These documents include:

1. Analysis of Impediments to Fair Housing
2. Citizen Participation Plan
3. Anti-displacement and Relocation Plan

---

Signature/Authorized Official

Date

Beth Talabisco

Name

Mayor

Title

7525 NW 88 Avenue

Address

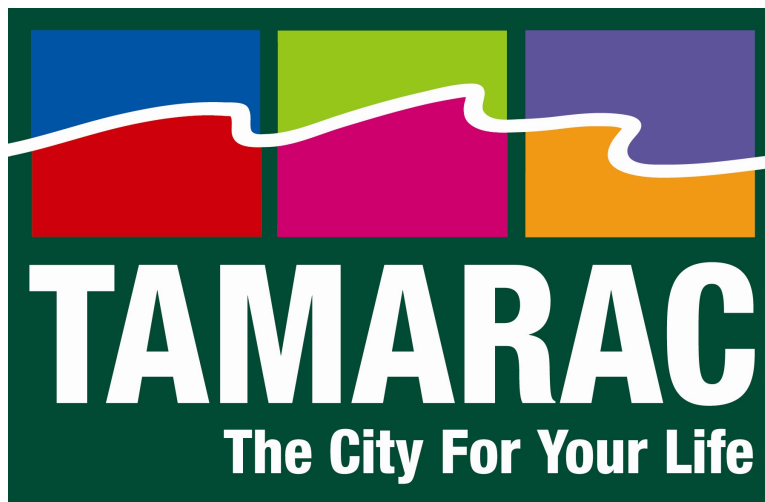
Tamarac, FL 33321

City/State/Zip

954-597-3460

Telephone Number

**CITY OF TAMARAC, FLORIDA  
CITIZEN PARTICIPATION PLAN**



**In compliance with 24 CFR Part 91  
Consolidated Submissions for Community Planning and  
Development Programs  
Subpart B: Citizen Participation and Consultation  
U.S. Department of Housing and Urban Development**

**CITIZEN PARTICIPATION PLAN  
CITY OF TAMARAC, FLORIDA**

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## **Introduction**

The citizen participation component of all Community Development Block Grant (CDBG) funded activities for the City of Tamarac is an important element of our Community Development Program and, if effectively implemented, can yield substantial benefits to the City both in assessing need and establishing priorities.

As a recipient of Department Housing and Urban Development (HUD) CDBG funds, the City of Tamarac is required to adopt a Citizen Participation Plan to comply with the provisions of 24 CFR Part 91: Consolidated Submissions for Community Planning and Development Programs; Subpart B: Citizen Participation and Consultation.

These requirements are designed especially to encourage participation by low and moderate income persons. Additionally, the City will take whatever actions are appropriate to encourage the participation of all its citizens, including minorities and non-English speaking persons, as well as persons with mobility, visual or hearing impairments.

In response to the above requirements of 24 CFR Part 91, Subpart E, the City of Tamarac Consolidated Plan Citizen Participation Plan will be implemented in a manner that encourages citizen participation in the development of the consolidated plan, any amendments to the plan, and the performance report, with appropriate information furnished to citizens.

The Citizen Participation Plan provides for the implementation of practices that encourage resident participation in the development of the Consolidated Plan, any amendments to the Plan, the Annual Action Plan, and the Consolidated Annual Performance Evaluation Report. The Citizen Participation Plan was prepared with the opportunity for resident comment.

## **Information to be Provided**

Before the City adopts a consolidated plan, the City will make available to citizens, public agencies, and other interested parties information that included the amount of assistance the City expects to receive and the range of activities that may be undertaken, including the estimated amount that will benefit persons of low and moderate income and the plans to minimize displacement of persons and to assist any persons displaced. This information will be included in a summary of the proposed consolidated plan, which the City will publish for comment.

The summary will be published in the Sun Sentinel or Miami Herald, newspapers of general circulation, and also may be published in other local newspapers at the City's discretion.

The summary will describe the contents and purpose of the consolidated plan, and will state that copies of the entire proposed plan may be examined at the Community Development Department, Housing Division, located at 7525 NW 88 Avenue, Tamarac, FL 33321, and at other government offices, libraries or public places that the City may deem appropriate.

The summary will be published to allow a period of not less than 30 days to receive comments from citizens on the proposed consolidated plan before the plan is finalized. The City will consider any comments or views of citizens received in writing, or orally at public hearings, in preparing the final consolidated plan. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefore, will be attached to the final consolidated plan.

Notification of the availability of the consolidated plan as adopted will be published in the "Sun Sentinel", a newspaper of general circulation, and also may be published in other local newspapers at the City's discretion.

The notification will state that copies of the adopted consolidated plan can be examined at City Hall, Community Development Department, Housing Division, located at 7525 NW 88 Avenue, Tamarac, FL 33321 and at other government offices, libraries or public places that the City may deem appropriate.

## **Public Hearings**

The City will conduct at least two (2) public hearings annually to obtain citizens' views and to respond to proposals and questions. The hearings will be conducted at a minimum of two different stages of the program year. Together, these hearings will address housing and community development needs, development of proposed activities, and review of program performance. In order to obtain the views of citizens on housing and community development needs, including priority non-housing community development needs, at least one of these hearings will be held before the summary of the proposed consolidated plan is published for comment. The City is not required to hold a public hearing to amend the consolidated plan, although one of the public hearings could accommodate such a discussion.

Adequate advance notice of each hearing will be given to citizens, with sufficient information published about the subject of the hearing to permit informed comment.

### **Hearing Notice**

Each public hearing notice will be published in the Sun Sentinel or Miami Herald, newspapers of general circulation, and also may be published in other local newspapers at the City's discretion. Each notice will be published in advance of the public hearing date.

The City will allow for a 30-day public review period for each Annual Action Plan prior to the public hearing date at which the City Commission is scheduled to approve the



Annual Action Plan. During this 30-day public review period, the Action Plan will be available for review at various locations throughout City Hall to receive citizen comment. All comments will be reflected in the Action Plan.

#### Hearing Location(s)

Public hearings will be held at times and locations convenient to potential and actual beneficiaries, and with accommodations for persons with disabilities. Public hearings may be held during regularly scheduled City Commission meetings. In cases where a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, a translator will be provided to meet the communication needs of the non-English speaking residents.

#### Citizen Comment

The City will consider any comments or views of citizens received in writing, orally at the public hearings, in preparing the final consolidated plan, amendments of the plan or the performance report. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefore, will be attached to the adopted consolidated plan, amendments of the plan, or performance report.

### **Amendment to the Consolidated Plan**

#### Publication

When the City decides to make a change that requires an amendment of the consolidated plan, the City will provide citizens with reasonable notice of the change and an opportunity to comment on it. A summary of the proposed amended consolidated plan will be published in the Sun Sentinel or Miami Herald, newspapers of general circulation, and also may be published in other local newspapers at the City's discretion.

The summary will be published to receive comments from citizens on the proposed amended consolidated plan, prior to finalization and submission to HUD. The City will consider the comments or views received in writing in preparing the final amendment of the plan. A summary of these public comments or views, and a summary of any comments or views not accepted and reasons therefore, will be attached to the adopted amended consolidated plan.

The City will make the adopted amended consolidated plan available to the public at the time it is submitted to HUD and before it implements changes stipulated in the amendment. The above noted published summary will state that copies of the amended consolidated plan will be available to be examined at the Community Development Department, 7525 NW 88<sup>th</sup> Avenue, Tamarac, FL 33321, and at other governmental offices, libraries or public places that the City may deem appropriate.

### Criteria for Amendment

The City will amend its approved plan whenever it makes one of the following decisions:

1. To carry out an activity, using funds from any program covered by the consolidated plan (including program income), not previously described in the action plan; or
2. To make substantial change in its allocation priorities or a substantial change in the method of distribution of funds; or
3. To substantially change the purpose, scope, location, or beneficiaries of an activity.

### Substantial Change Amendment

The City will apply the following criteria in determining whether a change in an activity or project represents a substantial change:

- A. Cancellation of an activity or project previously described in the consolidated plan.
- B. The movement of funds from one eligible activity to another by more than 25% of the costs of the total projects involved as projected in the consolidated plan. Projects included in the consolidated plan whose actual costs exceed the estimates presented in the consolidated plan are exempt from this policy when contingency funds are used to complete the project.
- C. The activity will not meet the National Objective that has been designated by the City in the consolidated plan.
- D. The aggregate use of CDBG funds fails to principally benefit very low- and low-income families in a manner that ensures that at least 70 percent of the amount expended is for activities that benefit such persons during the designated period.

## **Performance Report**

### Public Notice

The City will submit its Consolidated Annual Performance Evaluation Report to HUD within 90 days after the close of the City's program year. Notification of availability of the performance report will be published in the Sun Sentinel or Miami Herald, newspapers of general circulation, and may be published in other local newspapers at the City's discretion.

The notification will be published prior to public hearing to receive comments from citizens on the performance report, prior to finalization and submission to HUD.

A summary of these public comments or views, and a summary of any comments or views not accepted and the reasons therefore, will be attached to the performance report.

As stated in the Public Hearings section of this Citizen Participation Plan, performance will also be discussed at one of the two public hearings, at a minimum.

### **Access to Records**

The City will provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records relating to the City's consolidated plan and the City's use of assistance under the programs covered by 24 CFR Part 91. To request information, interested parties may contact the Community Development Department at 7525 NW 88<sup>th</sup> Avenue, Tamarac, FL 33321.

### **Technical Assistance**

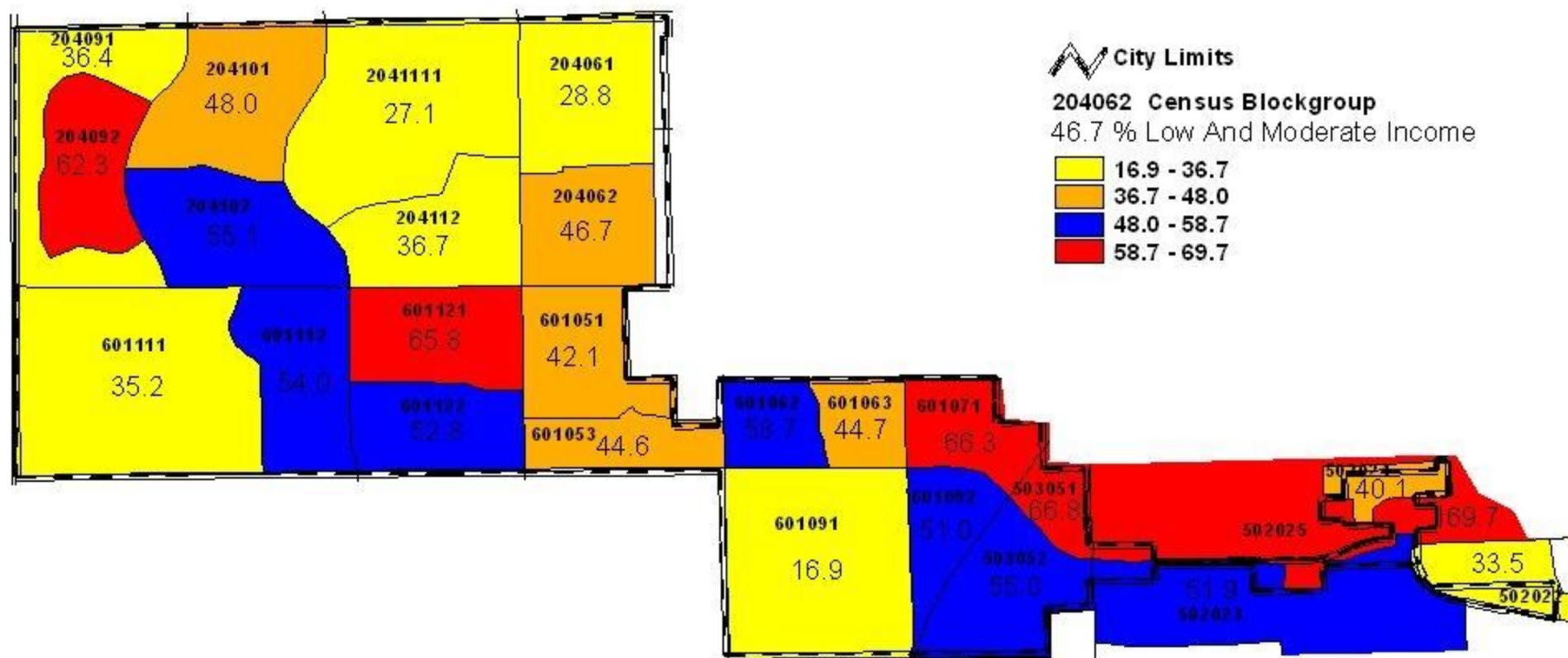
The City will provide technical assistance to groups representative of persons of very low- and low-income that request such assistance in developing proposals for funding assistance under any of the programs covered by the consolidated plan, with the level and type of assistance determined by the City.

City Staff is available year-round for presentations or assistance to all interested parties, including appearances before homeowners' associations, as well as civic community action groups operating in areas traditionally affected by CDBG projects and activities.

### **Complaints**

The City will respond to all complaints from citizens related to the consolidated plan, amendments of the plan, or the performance report. The City will provide a timely, substantive written response to every written citizen complaint, within 15 working days, where practical. Complaints registered orally will be logged in the Complaint Register located in the Community Development Department, with all pertinent information recorded. The complaint will be responded to orally, or in writing, as deemed appropriate by the City.

# Low and Moderate Income % By Blockgroup



1 0 1 Miles

Data Source: Table 6 of CDGB Consolidated Plan  
This map is for general display purposes only.  
May 31, 2005.





## Title - TR12356 - Agreement to Provide Bus Benches

Item No. 6 (k) on the Consent Agenda. (TR12356) A Resolution of the City Commission of the City of Tamarac, Florida authorizing the appropriate City officials to award and execute an agreement to furnish bus benches for the City of Tamarac through December 31, 2014 with up to two (2) two (2) year renewal options utilizing the City of Dania Beach Agreement with Insite Martin Outdoor, LLC dated December 31, 2012; providing for conflicts; providing for severability; and providing for an effective date. - ***Community Development Director Jennifer Bramley and Purchasing/Contracts Manager Keith Glatz***

### **ATTACHMENTS:**

Name:

- 📎 [Memo TR12356 -- Bus Benches.pdf](#)
- 📎 [TR12356 Bus Bench Reso.doc](#)
- 📎 [TR 12356 Exhibit 1 - Bus Bench Dania Beach Legislation.pdf](#)
- 📎 [TR12356 Exhibit 2 - Final Executed Agreement -- InSite Martin.pdf](#)

Description:

- TR12356 - Memo - Bus Benches Agreement
- TR12356 - Resolution
- TR12356 - Exhibit 1 - Dania Beach Legislation
- TR12356 - Exhibit 2 - Executed Agreement

**CITY OF TAMARAC  
INTEROFFICE MEMORANDUM 13-06-012M  
COMMUNITY DEVELOPMENT DEPARTMENT**

**TO: Michael Cernech,  
City Manager**

**DATE: June 25, 2013**

**FROM: Jennifer Bramley,  
Director of Community  
Development**

**RE: TR12356 – Agreement to Provide Bus  
Benches**

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**Recommendation:** The Director of Community Development recommends that the Mayor and City Commission approve an agreement to provide Bus Benches to the City of Tamarac with Insite Martin Outdoor, LLC, utilizing an agreement approved by the City of Dania Beach on December 31, 2012, at its July 10, 2013 City Commission Meeting Agenda.

**Issue:** The City's existing agreement to provide bus benches expires on July 15, 2013. This Agreement will replace the expiring agreement with a term through December 31, 2014, with two (2) two (2) year renewal options as may be approved by the City of Dania Beach.

**Background:** The City currently has 75 bus benches in place around the City that are provided pursuant to an agreement with a private sector firm. This firm is responsible for maintaining each bench in good condition, removing trash from bus bench trash receptacles, and repairing or replacing benches as may be necessary due to damage or poor condition, at no cost to the City.

As a part of this Agreement, the vendor is allowed to sell advertising for the benches, however contractual safeguards have been put in place to disallow advertising for tobacco, firearms, massage parlors, adult book stores, adult theaters, adult escort services and pornographic or obscene matters. The determination of objectionable, obscene advertising is at the discretion of the City.

The Agreement is currently set to expire on July 15, 2013, and has no additional renewal options. Staff has reviewed the marketplace, and has determined that an agreement awarded by the City of Dania Beach on December 31, 2012, best meets the requirements of the City, and is recommending that we piggy-back this Agreement, which was competitively solicited through a formal process. The current Agreement is set to expire on December 31, 2014; which provides staff with an opportunity to assess the viability of the current bus bench program and review alternative programs. The agreement also provides for two (2) two (2) year renewal options, which will provide us the flexibility of moving forward with the program in subsequent years should we decide to do so. The Dania Beach agreement was awarded to Insite Martin Outdoor, LLC, who is the current service provider used by the City. This Agreement will allow us to maintain continuity of services, and will also allow for an update design change if required. Additionally, Insite Martin Outdoor, LLC has indicated that they would be willing to discuss making some reasonable design enhancements that might be suggested through the City's public art program.

The Agreement with Dania Beach also provides for a more robust revenue stream for the City as well. The current Agreement requires the contractor to pay the City \$180.07 per bench per year. The Dania Beach Agreement starts at \$240 per year. The revenue breakdown is as follows, in the event that the City would exercise both renewal options:

Calendar Year	Monthly Cost	Annual Rev/Bench	Est. Total Revenue
2013 *	\$20	\$240	\$9,000
2014	\$22	\$264	\$19,800
<b>Contingent on Approval of Renewal Option</b>			
2015	\$23	\$276	\$20,700
2016	\$24	\$288	\$21,600
2017	\$25	\$300	\$22,500
2018	\$26	\$312	\$23,400
<b>TOTAL REVENUE – 6 Year Program:</b>			<b>\$117,000</b>

\* Based on a 6 month revenue stream from July 1<sup>st</sup> to December 31<sup>st</sup>.

**Fiscal Impact:**

Based on the current annual revenue figure of \$180.07 per year our most recent annual payment was \$13,287.08, which accounts for removal of benches from various locations during the period due to maintenance, construction, or damage. Assuming all 75 benches are in service for the full twelve (12) months of the year, the anticipated annual revenue would be \$13,505.25 per calendar year. Based on the new revenue rate of \$240 per year, we would receive revenue of \$9,000 for just the remaining six (6) months of calendar year 2013. This revenue will increase incrementally each year as shown in the chart above. Assuming that the City would choose to approve all renewal options, we could anticipate revenue of about \$117,000 for the life of the agreement. The current program has provided \$85,168.88 of revenue since the agreement was awarded in 2003. Accordingly, a shorter 6 year program would provide the City with more than 25% additional revenue than the current program.



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Jennifer K. Bramley,  
Director of Community Development

Attachments:      Temporary Resolution No. 12356  
                         Exhibit 1 – Bus Bench Dania Beach Legislation  
                         Exhibit 2 – Final Executed Agreement InSite Martin

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2013 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO AWARD AND EXECUTE AN AGREEMENT TO FURNISH BUS BENCHES FOR THE CITY OF TAMARAC THROUGH DECEMBER 31, 2014 WITH UP TO TWO (2) TWO (2) YEAR RENEWAL OPTIONS UTILIZING THE CITY OF DANIA BEACH AGREEMENT WITH INSITE MARTIN OUTDOOR, LLC DATED DECEMBER 31, 2012; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the provision of bus benches by the City provides a valuable public service to residents and visitors in the City of Tamarac; and

WHEREAS, the City currently has a total of seventy-five (75) bus benches placed throughout the City; and

WHEREAS, the current agreement for Bus Benches is scheduled to expire on July 15, 2013; and

WHEREAS, after a staff marketplace review, it was determined that an agreement awarded by the City of Dania Beach on December 31, 2012 provides the quality level of service required by the City; and

WHEREAS, the Agreement awarded by Dania Beach provides a higher amount of revenue than the current agreement; and

WHEREAS, the Contractor, InSite Martin Outdoor, LLC is agreeable to extend pricing to the City based on the Dania Beach agreement with the same terms, conditions and pricing; and



WHEREAS, Section 6-148 (g) of the Tamarac Procurement Code permits purchases of goods and services from contracts awarded by other governmental or not-for-profit entities by a formal competitive selection process; and

WHEREAS, the City of Dania Beach awarded this agreement pursuant to the issuance of a competitive solicitation process, a copy of such Resolution and agreement approved by the City of Dania Beach Commission is included herein as Exhibit "1"; and

WHEREAS, the City has successfully worked with the Contractor, InSite Martin Outdoor, LLC, who is the current City Contractor for Bus Benches; and

WHEREAS, the Director of Community Development and the Purchasing and Contracts Manager recommend executing an agreement between the City of Tamarac and InSite Martin Outdoor, LLC utilizing the City of Dania Beach Agreement dated December 31, 2012, a copy of such agreement is included herein as a part of Exhibit "2"); and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac to authorize the appropriate City officials to accept and execute an agreement utilizing the City of Dania Beach Agreement dated December 31, 2012 through December 31, 2014, with up to two (2) two (2) year options to renew based on revenue starting at \$20 per bench per month for 75 benches; and the following revenue scale based on approval of subsequent renewals.

Calendar Year	Monthly Cost	Annual Rev/Bench	Est. Total Revenue
2013 *	\$20	\$240	\$9,000
2014	\$22	\$264	\$19,800
<b>Contingent on Approval of Renewal Option</b>			
2015	\$23	\$276	\$20,700
2016	\$24	\$288	\$21,600
2017	\$25	\$300	\$22,500
2018	\$26	\$312	\$23,400
<b>TOTAL REVENUE – 6 Year Program:</b>			<b>\$117,000</b>

\* Based on a 6 month revenue stream from July 1st to December 31st.

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

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution upon adoption hereof. The exhibits attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: The appropriate City officials are hereby authorized to accept and execute an Agreement with InSite Martin Outdoor, LLC valid through December 31, 2014 utilizing the City of Dania Beach Agreement with InSite Martin Outdoor, LLC dated December 31, 2012, included herein as Exhibit "2".

SECTION 3: The City Manager or his designee is hereby authorized to approve any renewal options and the extension of said acceptance of this agreement as may be authorized by the City of Dania Beach.

SECTION 4: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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BETH TALABISCO  
MAYOR

ATTEST:

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PAT TEUFEL, CMC  
INTERIM CITY CLERK

I HEREBY CERTIFY that I have  
approved this RESOLUTION as  
to form.

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SAMUEL S. GOREN  
CITY ATTORNEY

**AGENDA  
DANIA BEACH CITY COMMISSION  
REGULAR MEETING  
TUESDAY, AUGUST 14, 2012 - 7:00 P.M.**

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

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LOBBYIST REGISTRATION REQUIRED. REGISTRATION AS A LOBBYIST IN THE CITY OF DANIA BEACH IS REQUIRED IF ANY PERSON, FIRM OR CORPORATION IS BEING PAID TO LOBBY THE COMMISSION ON ANY PETITION OR ISSUE PURSUANT TO ORDINANCE # 01-93. REGISTRATION FORMS ARE AVAILABLE IN THE CITY CLERK'S OFFICE IN THE ADMINISTRATION CENTER.

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

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IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

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

**1. CALL TO ORDER/ROLL CALL**

**2. INVOCATION AND PLEDGE OF ALLEGIANCE**

**3. PRESENTATIONS AND SPECIAL EVENT APPROVALS**

- 1. Presentation to Ocean Rescue Lifeguards, Cyrus Writer and Michael Vasta - Acting Director of Parks and Recreation, Mark Felicetty

**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 July 24, 2012 City Commission Meeting  
Approve minutes of August 1, 2012 Impasse Hearing  
Approve minutes of August 1, 2012 Special Meeting

2. Travel Requests:

Request of Nicki Satterfield, Assistant Finance Director, and Cori Mayo, Controller, to attend the New World Systems User Conference 2012 in Chicago, Illinois on September 23-25, 2012 (Estimated cost \$3,906.00)

3. RESOLUTION NO. 2012-098

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR ENGINEERING SERVICES FROM CHEN MOORE AND ASSOCIATES, RELATING TO DRAINAGE IMPROVEMENTS ON SW 30<sup>TH</sup> AVENUE, SUCH SERVICES NOT TO EXCEED THIRTY-SIX THOUSAND FOUR HUNDRED DOLLARS (\$36,400.00); PROVIDING FOR FUNDING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

4. RESOLUTION NO. 2012-099

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR APPROPRIATION OF FUNDS FOR THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY FOR USE FOR BUSINESS FAÇADE AND MERCHANT IMPROVEMENTS FOR FISCAL YEAR 2011-2012; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

5. RESOLUTION NO. 2012-100

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN "AS IS" RESIDENTIAL CONTRACT FOR SALE AND PURCHASE BETWEEN THE CITY AND SARAH POLIKAR TO ALLOW HER TO PURCHASE SURPLUS PROPERTY LOCATED AT 21 NW 6TH AVENUE IN DANIA BEACH, FLORIDA; PROVIDING FOR FUNDING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

6. RESOLUTION NO. 2012-101

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN "AS IS" RESIDENTIAL CONTRACT FOR SALE AND PURCHASE BETWEEN THE CITY AND RODOLFO SOLORZANO TO ALLOW HIM TO PURCHASE SURPLUS PROPERTY LOCATED AT 1303 SW 2ND AVENUE IN DANIA BEACH, FLORIDA; PROVIDING FOR FUNDING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7. RESOLUTION NO. 2012-102

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AND ACCEPT AN AMENDED EASEMENT FROM MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION, INC., A FLORIDA CORPORATION, AND MEADOWBROOK LAKES VIEW CONDOMINIUM ASSOCIATION "A", INC., A FLORIDA CORPORATION, (EACH INDIVIDUALLY AND COLLECTIVELY, THE "GRANTOR"), FOR PURPOSES OF DRAINAGE, WATERMAIN, STORMWATER AND OTHER SIMILAR FUNCTIONS, FOR THE BENEFIT OF THE GRANTOR AND THE REAL PROPERTY DESCRIBED ON THE ATTACHED EXHIBIT "A"; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

8. RESOLUTION NO. 2012-103

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR ADDITIONAL ENGINEERING SERVICES WITH CALVIN, GIORDANO & ASSOCIATES, INC., PERTAINING TO LIFT STATIONS NUMBERED 1, 2, 3, 6, 7 IN CONNECTION WITH DANIA SEWAGE PUMP STATIONS UNDER PROPOSAL NUMBER 05-5512.3 FOR PHASE I WORK, IN AN AMOUNT NOT TO EXCEED \$34,720.95; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

9. RESOLUTION NO. 2012-104

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE BROWARD BOATING IMPROVEMENT PROGRAM ("BBIP") AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND BROWARD COUNTY IN THE AMOUNT OF \$1,367,000.00 RELATED TO FUNDING FOR CONSTRUCTION OF DANIA BEACH MARINA IMPROVEMENTS - PHASE II; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

10. RESOLUTION NO. 2012-105

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN APPLICATION WITH THE STATE OF FLORIDA IN CONNECTION WITH FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION ("FWCC") UNDER THE FLORIDA BOATING IMPROVEMENT GRANT PROGRAM FOR A BOATING ACCESS FACILITIES GRANT IN THE AMOUNT OF \$743,950.00 FOR

CONSTRUCTION OF THE DANIA BEACH MARINA-PHASE II; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

11. RESOLUTION NO. 2012-106

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PRELIMINARY CITY CENTER DEVELOPMENT AGREEMENT WITH THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA") AND CYNERGIE GROUP, LLC; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**8. BIDS AND REQUESTS FOR PROPOSALS**

1. RESOLUTION NO. 2012-097

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AWARDED A BID TO INSITE MARTIN OUTDOOR, LLC, FOR A GUARANTEED ANNUAL FEE TO BE PAID TO THE CITY IN THE AMOUNT OF \$8,400.00 (WITH ANNUAL INCREASES FOR THE NEXT FIVE (5) YEARS) FOR INSTALLATION AND MAINTENANCE OF THIRTY-FIVE (35) BUS BENCHES; FURTHER, A GUARANTEED REVENUE SHARE TO BE PAID TO THE CITY OF TEN PERCENT (10%) OF GROSS REVENUE IN THE FIRST FIVE (5) YEARS, AND TWENTY PERCENT (20%) OF GROSS REVENUE IN THE SIXTH (6) YEAR, FOR EIGHT (8) BUS SHELTERS; PROVIDING FOR ASSURANCES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**9. PUBLIC HEARINGS**

1. ORDINANCE NO. 2012-019

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES BY REPEALING SECTION 2-1.2 ("LOBBYISTS; REGISTRATION AND DISCLOSURE; ENFORCEMENT") OF THE CITY CODE OF ORDINANCES AND SECTION 2-1.4 ("ANNUAL LOBBYIST REGISTRATION FEE") OF THE CODE; FURTHER, CREATING ARTICLE XI, "LOBBYING REGULATIONS" OF CHAPTER 2, "ADMINISTRATION" OF THE CITY CODE OF ORDINANCES; PROVIDING FOR THE ESTABLISHMENT OF A LOBBYIST REGISTRATION SYSTEM IN ACCORDANCE WITH SECTION 1-19, "CODE OF ETHICS FOR ELECTED OFFICIALS" OF THE BROWARD COUNTY CODE OF ORDINANCES; PROVIDING FOR DEFINITIONS, REPORTING OF LOBBYING ACTIVITIES, PENALTIES, AND INCORPORATION OF SUBSEQUENT BROWARD COUNTY CODE AMENDMENTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

2. ORDINANCE NO. 2012-021

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, ENTITLED "OFFENSES-MISCELLANEOUS" OF THE CITY CODE OF ORDINANCES BY CREATING SECTION ARTICLE IV, "PROHIBITIONS: SYNTHETIC CANNABINOID HERBAL INCENSE AND SYNTHETIC STIMULANT BATH SALTS AND RELATED SUBSTANCES"; CREATING SECTION 17-131, TO BE ENTITLED "PROHIBITING THE SALE, OFFER FOR SALE, PURCHASE WITH INTENT TO SELL OR PUBLIC DISPLAY FOR SALE OF SYNTHETIC CANNABINOID HERBAL INCENSE; AND BY CREATING SECTION 17-132, TO BE ENTITLED "PROHIBITING THE SALE, OFFER FOR SALE, PURCHASE WITH INTENT TO SELL OR PUBLIC DISPLAY FOR SALE OF SYNTHETIC STIMULANT BATH SALTS, SYNTHETIC CATHINONES, SYNTHETIC AMPHETAMINES AND OTHER SYNTHETIC STIMULANTS THAT MIMIC ILLEGAL DRUGS"; PROVIDING DEFINITIONS; PROVIDING FOR SEIZURE AND INJUNCTIVE RELIEF; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

3. ORDINANCE NO. 2012-014

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE BY AMENDING ARTICLE 220 "SUPPLEMENTAL BUILDING AND STRUCTURE HEIGHT REGULATIONS (INCLUDING LOWEST FINISHED FLOOR); "ROOFTOP REGULATIONS" IN ORDER TO PROVIDE REGULATIONS OF ROOFTOP PHOTOVOLTAIC SOLAR SYSTEMS IN RESIDENTIAL AND SMALL COMMERCIAL STRUCTURES TO IMPLEMENT THE "GO SOLAR" BROWARD ROOFTOP CHALLENGE PERMITTING PROCESS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

4. ORDINANCE NO. 2012-015

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE BY AMENDING ARTICLE 105 "USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS" CONCERNING PERMITTED USES IN ZONING DISTRICTS AND PROVIDING FOR SUPPLEMENTAL USE REGULATIONS; AMENDING ARTICLE 110 "USE REGULATIONS FOR COMMERCIAL AND MIXED-USE DISTRICTS" CONCERNING PERMITTED USES IN ZONING DISTRICTS AND PROVIDING FOR SUPPLEMENTAL USE REGULATIONS; AMENDING ARTICLE 302 "DETAILED USE REGULATIONS" CONCERNING PERMITTED, PROHIBITED AND SPECIAL EXCEPTION USES WITHIN THE COMMUNITY



REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS; AMENDING ARTICLE 305 "INCENTIVES" CONCERNING DEVELOPMENT INCENTIVES WITHIN THE COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS; AMENDING ARTICLE 725 "DEFINITIONS" TO AMEND THE DEFINITIONS USED IN THE LAND DEVELOPMENT CODE; PROVIDING FOR AMENDMENTS THROUGHOUT THE LAND DEVELOPMENT CODE TO CORRECT SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

5. ORDINANCE NO. 2012-016

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE DELEGATION REQUEST SUBMITTED BY DWAYNE L. DICKERSON, ON BEHALF OF GREENSPOON MARDER, P.A., TO CHANGE THE RESTRICTIVE NOTE ON THE PLAT KNOWN AS THE "HOBAL PLAT", PREVIOUSLY RECORDED IN PLAT BOOK 179, PAGE 98, AND GENERALLY LOCATED AT 480 EAST DANIA BEACH BOULEVARD, DANIA BEACH; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

6. ORDINANCE NO. 2012-017

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE DELEGATION REQUEST SUBMITTED BY JEFF FALKANGER, ON BEHALF OF THE DESIGN CENTER OF THE AMERICAS, TO CHANGE THE RESTRICTIVE NOTE ON THE PLAT KNOWN AS THE "DESIGN CENTER OF THE AMERICAS", PREVIOUSLY RECORDED IN PLAT BOOK 119, PAGE 32, LOCATED AT 1855 GRIFFIN ROAD, DANIA BEACH; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

7. ORDINANCE NO. 2012-020

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE PLAT REQUEST SUBMITTED BY CRAVEN THOMPSON AND ASSOCIATES, ON BEHALF OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS TO REPLAT A PORTION OF UNIT NO. 1 OF "HIGHLAND PARK", PREVIOUSLY RECORDED IN PLAT BOOK 12, PAGE 12, AND GENERALLY LOCATED AT 5440 ANGLERS AVENUE, DANIA BEACH; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

8. ORDINANCE NO. 2012-018

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE DELEGATION REQUEST SUBMITTED BY LOU CAMPANILE, JR. OF McLAUGHLIN ENGINEERING COMPANY, ON BEHALF OF SUNBELT-RDF, LLC, TO AMEND THE NON-VEHICULAR ACCESS LINE AND CHANGE THE RESTRICTIVE NOTE ON THE PLAT KNOWN AS THE "SHOPS AT GRIFFIN SUBDIVISION", PREVIOUSLY RECORDED IN PLAT BOOK 178, PAGE 92, AND GENERALLY LOCATED AT 4801 ANGLERS AVENUE, DANIA BEACH; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

9. RESOLUTION NO. 2012-092

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST SUBMITTED BY LOU CAMPANILE, JR., P.E., P.L.S., OF MCLAUGHLIN ENGINEERING COMPANY REPRESENTING SUNBELT-RDF, LLC, FOR A SPECIAL EXCEPTION USE TO ALLOW A HOTEL USE ON PROPERTY LOCATED AT 4801 ANGLERS AVENUE IN DANIA BEACH, FLORIDA, LOCATED IN A COMMERCIAL ("C-2") ZONING DISTRICT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

10. RESOLUTION NO. 2012-093

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST FOR A VARIANCE (VA-22-12) SUBMITTED BY LOU CAMPANILE, JR., P.E., P.L.S., OF MCLAUGHLIN ENGINEERING COMPANY, REPRESENTING SUNBELT-RDF, LLC, FROM THE DANIA BEACH LAND DEVELOPMENT CODE, SECTION 205, ENTITLED, "TABULAR SUMMARY OF SITE DEVELOPMENT" AND SECTION 220, ENTITLED, "SUPPLEMENTAL BUILDING AND STRUCTURE HEIGHT REGULATIONS (INCLUDING LOWEST FINISHED FLOOR) ROOFTOP REGULATIONS" AND SECTION 275-100 "LANDSCAPE REQUIREMENTS" FOR PROPERTY LOCATED AT 4801 ANGLERS AVENUE IN DANIA BEACH; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

11. RESOLUTION NO. 2012-094

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN REQUEST SUBMITTED BY LOU CAMPANILE, JR., P.E., P.L.S., OF MCLAUGHLIN ENGINEERING COMPANY ON BEHALF OF SUNBELT-RDF, LLC, FOR PROPERTY LOCATED AT 4801 ANGLERS AVENUE IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING

FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

12. ORDINANCE NO. 2012-022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY BATIA DAYAN ON BEHALF OF 4760 LLC, FOR A REZONING AND FLEX ALLOCATION FOR PROPERTY LOCATED AT 4760 SW 42 TERRACE IN THE CITY OF DANIA BEACH, FLORIDA, FOR PROPERTY LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE, CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM RESIDENTIAL (RS-6000) TO COMMERCIAL (C-2) AND ASSIGNING A COMMERCIAL LAND USE DESIGNATION, SUBJECT TO CERTAIN RESTRICTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

13. RESOLUTION NO. 2012-095

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE VARIANCE REQUEST (VA-35-12) SUBMITTED BY SCOTT BAKOS WITH THE FIRM BERMELLO AJAMIL & PARTNERS, INC., REPRESENTING THE PROPERTY OWNER, DANIA BEACH DEVELOPMENT GROUP/RILEA GROUP FROM CHAPTER 28, "LAND DEVELOPMENT CODE", PART 2, ARTICLE 275, "LANDSCAPE REQUIREMENTS", FOR PROPERTY LOCATED APPROXIMATELY 550 FEET EAST OF SE 5TH AVENUE ON THE SOUTH SIDE OF EAST DANIA BEACH BOULEVARD, IN THE CITY OF DANIA BEACH; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

14. RESOLUTION NO. 2012-096

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN REQUEST (SP-34-11) SUBMITTED BY SCOTT BAKOS WITH THE FIRM BERMELLO AJAMIL & PARTNERS, INC., REPRESENTING THE PROPERTY OWNER, DANIA BEACH DEVELOPMENT GROUP/RILEA GROUP FOR PROPERTY LOCATED APPROXIMATELY 550 FEET EAST OF SE 5TH AVENUE ON THE SOUTH SIDE OF EAST DANIA BEACH BOULEVARD, IN THE CITY OF DANIA BEACH; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**10. DISCUSSION AND POSSIBLE ACTION**

**11. COMMISSION COMMENTS**

11.1 Commissioner Castro

- 11.2 Commissioner Duke
- 11.3 Commissioner Grace
- 11.4 Vice-Mayor McElyea
- 11.5 Mayor Flury

## **12. APPOINTMENTS**

- 1. Airport Advisory Board
  - Commissioner Duke - 1 appointment
  - Commissioner Grace - 2 appointments
- 2. Grant Advisory Board
  - Commissioner Castro - 1 appointment

## **13. ADMINISTRATIVE REPORTS**

- 13.1 City Manager
- 13.2 City Attorney
- 13.3 City Clerk - Reminders

Tuesday, August 21, 2012 - 6:00 p.m.	Budget Workshop
Tuesday, August 28, 2012 - 7:00 p.m.	City Commission Meeting
Wednesday, September 5, 2012 - 6:00 p.m.	CRA Board Meeting
Tuesday, September 11, 2012 - 7:00 p.m.	City Commission Meeting
Wednesday, September 12, 2012 - 5:30 p.m.	CRA Budget Hearing
Wednesday, September 12, 2012 - 6:00 p.m.	First Budget Public Hearing
Thursday, September 20, 2012 - 6:00 p.m.	Abatement Hearing
Tuesday, September 25, 2012 - 6:00 p.m.	Second Budget Public Hearing
Tuesday, September 25, 2012 - 7:00 p.m.	City Commission Meeting

## **14. ADJOURNMENT**

## **RESOLUTION NO. 2012-097**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AWARDING A BID TO INSITE MARTIN OUTDOOR, LLC, FOR A GUARANTEED ANNUAL FEE TO BE PAID TO THE CITY IN THE AMOUNT OF \$8,400.00 (WITH ANNUAL INCREASES FOR THE NEXT FIVE (5) YEARS) FOR INSTALLATION AND MAINTENANCE OF THIRTY-FIVE (35) BUS BENCHES; FURTHER, A GUARANTEED REVENUE SHARE TO BE PAID TO THE CITY OF TEN PERCENT (10%) OF GROSS REVENUE IN THE FIRST FIVE (5) YEARS, AND TWENTY PERCENT (20%) OF GROSS REVENUE IN THE SIXTH (6) YEAR, FOR EIGHT (8) BUS SHELTERS; PROVIDING FOR ASSURANCES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, advertisements for bids for bus benches and bus shelters in areas of the City not lying within the boundaries of the Dania Beach Community Redevelopment Agency, were placed in local papers on May 24, 2012; and

**WHEREAS**, the City of Dania Beach opened bids for the installation and maintenance of bus benches, bus shelters or both on Friday, June 22, 2012 at 10:30 am; and

**WHEREAS**, while there were two (2) bidders, one (1) bidder was non-responsive as follows:

- InSite Martin Outdoor, LLC;
- Creative Outdoor Advertising of America, Inc. (non- responsive); and

**WHEREAS**, the City wishes to address its facilities for public transportation; and

**WHEREAS**, the bus benches and bus shelters will provide the City an opportunity to make a statement and develop a theme that is unique to the City; and

**WHEREAS**, improvements to these facilities may also attract new riders, increase the frequency of individual ridership and promote the City's transit system; and

**WHEREAS**, the City Bid review committee recommends that the City award the bid to the responsive bidder, InSite Martin Outdoor, LLC;

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

**Section 1.** That the foregoing Whereas clauses are made a part of and are incorporated into this Resolution by this reference.

**Section 2.** That the City of Dania Beach, Florida awards the bid to InSite Martin Outdoor, LLC, for a guaranteed annual fee to be paid to the City in the amount of \$8,400.00 (with annual increases for the next five (5) years) for installation and maintenance of thirty-five (35) bus benches; further, a guaranteed revenue share to be paid to the City of ten percent (10%) of the gross revenue for the first five (5) years, and twenty percent (20%) of the gross revenue for the sixth (6) year, for eight (8) bus shelters, and directs the City Manager to take all necessary actions to authorize the work with that company.

**Section 3.** That all resolutions or part of resolutions in conflict with any of the provisions of this Resolution are repealed to the extent of such conflict.

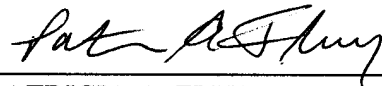
**Section 4.** That this Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** on August 14, 2012.

ATTEST:

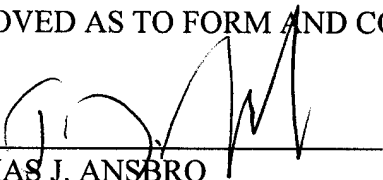


LOUISE STILSON, CMC  
CITY CLERK

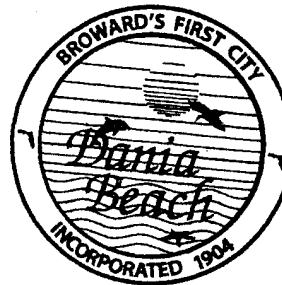


PATRICIA A. FLURY  
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:



THOMAS J. ANSBRO  
CITY ATTORNEY



## **BUS BENCH AND BUS SHELTER ADVERTISING AGREEMENT**

THIS IS AN AGREEMENT (the "Agreement") entered into on DECEMBER 31, 2012, between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and InSite Martin Outdoor, LLC, a Delaware limited liability company registered to do business in Florida ("Martin") with an address of 150 NW 70<sup>th</sup> Avenue, Suite 3, Plantation, Florida 33317.

### **WITNESS**

The City has control of space for approximately thirty-five (35) bus benches and eight (8) bus shelters in various locations within its municipal boundaries (located outside of the Dania Beach Community Redevelopment Agency boundaries) for the convenience of its citizens.

The placement of bus benches and bus shelters within the City is a public service which fulfills a collateral public transportation need.

The maintenance of the City's bus benches and bus shelters contemplated by Martin involve a substantial investment by Martin over a period of years.

The City Commission of the City has determined that it is in the best interest of the City and its citizens to allow Martin to place bus benches and bus shelters within the City limits of the City and outside of the Community Redevelopment Agency's boundaries ("CRA Area"), in exchange for Martin's installation and maintenance of approximately thirty-five (35) bus benches and eight (8) bus shelters that are the subject of this Agreement. Martin will pay to the City, in advance, on the first day of each month, a fee in the amount of Twenty Dollars (\$20.00) per bench, per month for its installation of the bus benches, and a fee equal to Ten percent (10%) of collected advertising revenue from the prior month (not including reimbursement for production and installation) of the bus shelters.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained in this Agreement, the sufficiency and adequacy of which are acknowledged by the parties to the Agreement, the parties agree as follows:

1. Martin will furnish bus benches and shelters which will be constructed and maintained as referred to in the Scope of Services in attached Exhibit "One", which is made a part of and incorporated into this Agreement by this reference. Martin will also remove its bus benches that are located within the CRA Area, after written notice to do so is sent to Martin by City.

2. The City grants to Martin the right to display appropriate advertising and to install and maintain bus benches and bus shelters with advertising within the City, but outside of the CRA Area, for the use of the public, at locations approved by the City. A copy of the map referencing the CRA boundaries is attached as Exhibit "Two", which is made a part of and incorporated into this Agreement by this reference.

3. The style of the bus benches and bus shelters have been selected and approved by the City. Any and all costs associated with style and color of the bus benches and bus shelters shall be borne solely by Martin, and the City shall have no liability for such incurred costs. Martin shall not be permitted to erect, place or install any additional bus benches or bus shelters in the City without the prior written approval from the City.

4. At all times, Martin shall maintain the bus benches and bus shelters in a safe condition and shall make periodic inspections to ascertain that all benches and shelters are safe and in good condition. Martin shall maintain each bus bench and bus shelter in a good state of repair and appearance, and shall keep a ten foot (10') area surrounding each bench and bus shelter free of debris, high grass, weeds and rubbish. Martin shall also be responsible for maintaining associated trash receptacles in good condition throughout the life of this Agreement and any extension periods of it.

5. Martin shall be solely responsible for the installation and maintenance of the bus benches and bus shelters in good repair and condition at no cost to the City.

6. The term of this Agreement is for two (2) years, with an option to renew for two (2) additional two (2) year periods, which may be granted at the sole option of the City Commission. At the end of the initial or extended terms of the Agreement, the parties shall be released from the terms of the Agreement, unless a renewal option is granted in writing prior to the end of the Agreement period by the City. In the event that the Agreement is not renewed, Martin shall have a period of ninety (90) days to remove all bus benches and bus shelters to which it has title. In no event shall advertising be sold for placement upon the bus benches and bus shelters beyond any term authorized in this Agreement.

7. The City shall in no way be liable to Martin for any monies or compensation for the use of such benches or shelters at any location within the City, and the sole compensation to be derived by Martin, is that which may be derived from such advertising as will appear on such benches or shelters. Further, Martin shall in no way be liable to the City for any rentals, monies,



profits or returns derived from any of the bus bench advertising, nor shall Martin be made to account for any of the monies or other income that may be derived by Martin from such bus bench or bus shelter advertising. Additionally, Martin agrees to indemnify and hold the City harmless from any and all claims, including attorney fees and costs which might be made against Martin, the City, or both by any person, firm or corporation entering into any Agreement with Martin for advertising on such benches and shelters, as such indemnification is further described in this Agreement.

8. Martin agrees that the Florida Department of Transportation "Comfort and Convenience Benches-Uniform Guideline", as amended from time to time, shall be implemented as a part of this Agreement. A copy of the current "Comfort and Convenience Benches-Uniform Guideline" is attached as Exhibit "Three", which is made a part of and incorporated into this Agreement by this reference. If, however, any portion of that document conflicts with the provisions in this Agreement, the provisions of this Agreement shall prevail.

9. Martin shall not commence work under this Agreement until it has obtained all insurance required by the City, as specified below and the coverages and insurance have been approved by the Risk Manager of the City. In addition, Martin shall be responsible for any policy deductibles and self-insured retentions.

9.1 Martin shall file Certificates of Insurance with the City, reflecting evidence of the coverages. They shall be filed with the City's Risk Manager within ten (10) days of the date this Agreement is fully executed. The Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the City. Policies for coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than "A" in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide.

9.2 Coverages shall be in force during any and all terms of this Agreement. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of this Agreement, then in that event, Martin shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of this Agreement and any extension of it is in effect. MARTIN SHALL NOT PERFORM OR CONTINUE TO WORK PURSUANT TO THIS AGREEMENT UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT.

10. Martin shall provide, pay for and maintain in force at all times during the term of this Agreement, such insurance, including General Liability insurance, Workers' Compensation insurance and Comprehensive general liability insurance as stated below:

10.1. General Liability Insurance to include bodily injury, broad form property damage, products and completed operations, blanket contractual liability with limits of not less than one million dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate. City shall be named as an "additional insured" under this policy, and Martin shall provide a Certificate of Insurance evidencing coverage and named insured status on the policy to the City.

10.2. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of Martin and its employees.

Employer's Liability. Minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident.

10.3. Comprehensive General Liability insurance, including contractual, with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for bodily injury liability and property damage liability. The City shall be named as an "additional insured" under this policy, and Martin shall provide a Certificate of Insurance evidencing coverage and named insured status on the policy to the City.

10.4 Automobile Liability with minimum limit of Five Hundred Thousand Dollars (\$500,000.00) combined single limit.

10.5 If Martin hires a subcontractor for any portion of any work, then such subcontractor shall provide General Liability Insurance with minimum limits of liability of One Million Dollars (\$1,000,000.00).

10.6 Martin shall provide the Risk Manager of the City Certificates of Insurance for coverages and policies required by this Agreement. All certificates shall state that the City shall be given thirty (30) days' advance notice prior to expiration or cancellation of any policy. Such policies and coverages shall not be affected by any other policy of insurance which the City may carry in its own name. All Certificates of Insurance must clearly identify the Agreement to which they pertain, including a brief description of the subject matter of the Agreement.

11. In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit, or fee Martin will have to pay the City before or during the Work, items or services to be provided or the percentage method or unit method of all licenses, permits and fees required by the City and payable to the City by virtue of the Work, items or services as part of this Agreement are as follows:

11.1. Martin shall have and maintain during the term of this Agreement any and all appropriate City licenses, permits, fees (and business tax receipts, if applicable), which shall be paid in full in accordance with the City's fee structure for such items. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF CITY LICENSES, PERMITS, FEES (OR BUSINESS TAX RECEIPTS, IF APPLICABLE).

11.2 During the performance of this Agreement, there may be times when Martin will be required to obtain a City permit for such Work, or in connection with the items or services. It is the responsibility of Martin to insure that it has the appropriate City permits as may become necessary during the performance of this Agreement. Any fees related to the City required permits in connection with this Agreement will be the responsibility of Martin.

11.3 Licenses, permits, and fees that may be required by Broward County, state or federal entities are not included in the above list.

12. Martin shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of Martin, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable in the performance of the work;
- (b) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by Martin in the performance of the work;
- (c) liens, claims, actions made by Martin or other party performing the work;
- (d) claims of whatsoever nature related to collection practices or related to an attempt to collect monies due or claimed to be due to the City.

13. Martin shall remove and replace any bench or shelter for the purpose of repairing, renovating or replacing same after written notice from City. Martin shall remove, repair, renovate or replace the benches or shelters within a reasonable period of time not to exceed seventy-two (72) hours from the date of the notice. Any such removal, repair, renovation or replacement shall be at the sole expense of Martin. In the event the bench or shelter is not removed, repaired, renovated or replaced within such time, it shall be deemed abandoned and City shall have legal title and right to treat the bench or shelter in any manner it deems necessary, including but not limited to its removal, repair, renovation or replacement at Martin's expense. Although the City has the right to request a removal, the total number of authorized benches shall remain, as provided above.

14. City shall have the right to request removal or relocation of a bench or shelter if the continued maintenance of the item at the location concerned will obstruct traffic or create a hazard to public safety, welfare, convenience, or if the abutting property owner or tenant on the adjacent property can justify an objection in writing directed to City concerning the continued maintenance of the bus bench or shelter at that location.

15. Martin agrees to remove language, any design or advertising that the City in its sole and exclusive discretion, deems to be immoral, obscene, lascivious or unacceptable. It is further agreed that if the City and Martin disagree as to whether the objectionable language, design or advertising is immoral, obscene, lascivious or unacceptable, the judgment of the City

shall prevail, and Martin must abide by the City's demand for removal. In addition, Martin shall be prohibited from placing any advertising with respect to local political campaigns, whether the campaigns involve issues or offices, on any bus benches and/or bus shelters.

16. Martin agrees to remove any graffiti that may be placed on any bus benches and bus shelters within five (5) days of notification from the City.

17. There shall be no advertisement or sign on any bus bench or bus shelter that displays the words, "Stop", "Look", "Danger", or any other word, phrase, symbol or character that may interfere with, mislead, or distract pedestrians or vehicular traffic.

18. Any and all violations of this Agreement shall be brought to the attention of the parties to it by the party which charges such violations, and a notice in writing shall be directed to the one charged with the violation to cease such violation within ten (10) days from the receipt of the written notice. In the event this Agreement is cancelled because of a violation by Martin, Martin agrees to indemnify the City for any damages suffered by City as a result of it.

19. Neither party shall attempt to terminate or cancel this Agreement, whether by court action or otherwise, without having provided the other party with sixty (60) days' written notice of any alleged violation of it, together with a demand that such violation be cured within an allotted time as deemed reasonable by the City, taking into account the nature of the violation, except for matters addressed in paragraphs 21.1 and 21.2 below.

20. Notwithstanding anything contained in this Agreement, the City shall have the unilateral right to cancel and terminate this Agreement within ten (10) days of the City being advised that Martin has become insolvent by being unable to pay its debts when they become due and payable, by having the amount of its liabilities exceed the amount of its assets, if Martin commits an act of bankruptcy, makes a general assignment for the benefit of creditors, if there is filed by or against Martin a voluntary or involuntary petition in bankruptcy for the appointment of a receiver, or if Martin commences, under any law, an action related to bankruptcy, insolvency, reorganization or relief from debtors.

21. It is understood and agreed upon by and between the parties that the City may terminate or cancel this Agreement without penalty immediately upon reasonable notice to Martin and a reasonable opportunity to cure (which shall in no event be less than thirty (30) days) in the event Martin materially disregards the terms or conditions of this Agreement, or does not resolve complaints within thirty (30) days of receipt of notice of such complaint by

Martin. In the event of a termination under this Section 21, any money paid to City in advance shall be retained by City, and City shall incur no liability whatsoever to those who use Martin's services.

22. This Agreement shall not be assignable by Martin without the express written consent of the City. For the purpose of this paragraph, any sale or transfer of 51% of the shares or assets of Martin, whether voluntarily or by operation of law, shall be deemed an assignment.

23. In the event of a default, the defaulting party is responsible for all costs and expenses including, but not limited to reasonable attorney fees, including appellate fees, suffered by the non-defaulting party in conjunction with such action.

24. At the conclusion of the initial term of this Agreement (or at the conclusion of any extensions of it that may be agreed upon by the parties in writing), City shall have the sole and exclusive right to require Martin to remove all of the previously installed bus benches, bus shelters, or both from within the City.

25. Whenever any party desires to give notice to the other party, it must be given by written notice, sent by United States mail, certified, return receipt requested, addressed to the party for whom it is intended. The places for giving of the notice shall remain as set forth below until they shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, Martin and the City designate the following as the respective persons and places for giving of the notice:

As to City:	Robert Baldwin City Manager 100 West Dania Beach Boulevard Dania Beach, Florida 33004
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As to City:	Thomas J. Ansbro, Esquire City Attorney 100 West Dania Beach Boulevard Dania Beach, Florida 33004
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As to Martin:	InSite Martin Outdoor, LLC Attn: Scott Martin 150 NW 70 <sup>th</sup> Avenue, Suite 3 Plantation, Florida 33317
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26. The City and Martin respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement.

27. Duties and obligations imposed by the Request for Proposal and Martin's Response to it and the rights and remedies available under them, shall be in addition to, and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law, or under this Agreement.

28. No action or failure to act by Martin shall constitute a waiver of a right or duty afforded it under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach under it, except as may be specifically agreed to in writing.

29. All claims, counterclaims, disputes and other matters in question between City and Martin arising out of, relating to or pertaining to this Agreement, the breach of it, the services of it, or the standard of performance required under it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute(s), the parties shall resort to such mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a state court of competent jurisdiction located in Broward County, Florida, the Federal District Court of the Southern District of Florida or appropriate appellate courts for such venue and jurisdiction. The law of the State of Florida shall govern this Agreement and it is not subject to arbitration. In any litigation, the parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material term of this Agreement.

30. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and is authorized to bind and obligate such party with respect to all provisions contained in this Agreement.

31. The City's Request for Proposal for bus benches and bus shelters and Martin's Response to it and any and all exhibits referred to in this Agreement form an essential part of this Agreement. All documents, if not physically attached, are treated as part of this Agreement and are incorporated into it by this reference. If there is any inconsistency between those documents and the terms of this Agreement, the terms of this Agreement shall prevail.

32. If any provision of this Agreement or application of it shall to any extent be held invalid or unenforceable, by any person or situation, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, and shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

33. This Agreement represents the entire and integrated Agreement between the City and Martin and supersedes all prior negotiations, representations or agreements, either written or oral.

34. Failure of the City to insist upon strict performance of any provision or condition of this Agreement, or to enforce any right contained in it, shall not be construed as a waiver or relinquishment for the future of any such provision, condition or right, but the same shall remain in full force and effect.


35. In the event there is a conflict between any of the terms in any of the Proposal documents, in any and all Exhibits and any terms of this Agreement, the terms of this Agreement shall prevail.

**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals effective the day and year first written above.

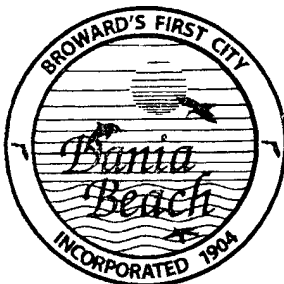
**CITY:**

ATTEST:

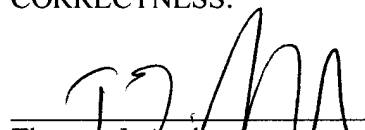
**CITY OF DANIA BEACH, FLORIDA,**  
**a Florida municipal corporation**

  
Louise Stilson, CMC  
City Clerk

  
Robert Baldwin  
City Manager



APPROVED AS TO FORM AND  
CORRECTNESS:

  
Thomas J. Ansbro  
City Attorney



CONTRACTOR:

WITNESSES:

INSITE MARTIN OUTDOOR, LLC  
a Delaware Limited Liability Company

Barbara Flutie

Signature

Barbara Flutie

PRINT Name

Sharon Darrell

Signature

Sharon Darrell

PRINT Name

[Signature]

Signature

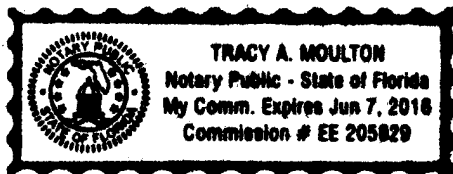
Scott Martin, pres

PRINT Name/Title

STATE OF FLORIDA )

COUNTY OF Broward )

The foregoing instrument was acknowledged before me on DEC 19, 2012,  
SCOTT MARTIN, as PRESIDENT of InSite Martin Outdoor, LLC, a  
Delaware Limited Liability Company, on behalf of the company. He/she is personally known to  
me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.



[Signature]

Notary Public

TRACY A. MOULTON

PRINT Name of Notary Public

My Commission Expires: 6-7-16

## **EXHIBIT "ONE"**

### **I. SCOPE OF SERVICES**

1. The Vendor, at no cost to the City, shall provide all required permits, labor, materials, equipment and services necessary for providing, installing, repairing and maintaining bus benches, bus shelters or both. Benches and shelters will be placed on public property or within the public right-of-way at locations approved by the City. Benches and shelters shall be constructed in full accordance with the latest edition of the Florida Building Code.
2. The City shall award a Contract for installation, repair and maintenance of bus benches, bus shelters or both.
3. The Vendor shall furnish and maintain public bus benches, bus shelters or both, at no cost to the City and will place such benches and shelters at locations approved in writing by the City and they shall be placed to achieve the maximum ridership and pedestrian safety and convenience.
4. All benches and shelters shall be constructed of first class materials. Vendor shall, at Vendor's expense, maintain all such benches and shelters in "like new" condition during the entire term of the Contract and the City shall have the right to inspect such benches and shelters periodically to determine their condition. Vendor shall replace or recondition to the satisfaction of the City any benches or shelters that the City determines are no longer in "like new" condition.
5. The Vendor shall be authorized to provide, install and maintain, at its sole cost and expense, high quality, expertly designed commercial advertising displays to be placed upon bus benches and shelters approved and designated by the City; however, advertising of liquor, tobacco or tobacco products, political matter, adult book stores, adult theaters, adult escort services and pornographic or obscene matters and any other subject deemed objectionable by City is prohibited. The determination of objectionable, obscene or pornographic advertising shall be the right of the City and its decision on these matters shall be final.
6. Any bus bench or bus shelter deemed to endanger life or property by the City Engineer and Chief Building Official shall be removed within one (1) day after notification is given by City to Vendor.
7. All bus benches and bus shelters shall be placed in accordance with the provisions of the Florida Administrative Code, Chapters 14-2- as amended and Florida Statutes, Section 337.407 and 337.408 as amended. In addition, the location of bus benches and bus shelters shall be subject to approval of the appropriate governmental agencies, including the City, Broward County Mass Transit Division, and the Florida Department of Transportation.

8. All bus benches and bus shelters shall meet the accessibility criteria for persons with disabilities as set out in federal, state and local law and regulations including but not limited to, Florida Statute Section 337.408 and 553.503, as amended. Vendor shall install accessible concrete sidewalk pathways from the roadway edge of pavement to the bus benches and bus shelters and from behind or beside the benches or shelters to an existing sidewalk abutting a right-of-way. All bus shelters shall contain a seating bench. All benches of any kind must provide raised dividers to discourage sleeping on any bench. The size of benches shall be approved in writing by the City. The Vendor shall be responsible for applying for and obtaining all necessary building permits and paying all fees for the bus benches and bus shelter structures. The Company, its qualifier or both, shall be responsible for requesting and passing all necessary inspections.

## **II. SPECIFICATIONS**

The City requires that the Vendor ensure that the bus benches and shelters meet or exceed the technical specifications described below.

### **GENERAL**

1. NO electrical power is to be provided to a bus shelter in any form. Power from a self-contained system such as solar panels is permitted.
2. Vendor shall be familiar with applicable planning, engineering, public works and electrical codes and comply with such codes at all times.
3. All liability related to operation, construction, installation and repair of transit shelters shall be the sole responsibility of the Vendor.
4. Shelters shall be illuminated at night from dusk until dawn, but shall not be illuminated in such a way as to be hazardous to passing vehicle operators.
5. Vendor shall obtain an annual premises permit for shelter repair and maintenance from the City's building department.
6. All shelters shall be identified by a separate number to be installed on the bench or shelter in an area mutually agreeable to the parties.
7. Shelters must be able to withstand the high winds and storms common to South Florida by meeting or exceeding the latest edition of the Florida Building Code.
8. Figures 1 through 4 depict the general characteristics of what the City envisions to be acceptable bus bench and bus shelter designs.

### **III. DESIGN QUALITIES**

#### **1. Benches (See attached Figure 1-Bus Bench)**

a. All benches shall have ventilated seating for the comfort of bus patrons and shall be constructed of top grade materials. Advertising benches shall have an integral back design with nominal dimensions of six (6) feet wide by two (2) feet deep. Shelter seating shall not have an integral back design and have nominal dimensions to fit the shelter design.

b. Benches shall be constructed of galvanized steel or other rust resistant material with durable, abrasion resistant, electrostatic paint surface coating.

c. Stainless steel connections shall be provided when securing to the concrete pad, and utilize cover plates. Hardware shall be tamper resistant.

d. Seating shall accommodate a minimum of three (3) persons.

e. All bus benches and all shelters shall contain a seating bench with dividers to discourage sleeping on such benches.

f. Benches shall have a trash receptacle of appropriate size containing the same characteristics as the bench design

#### **2. Bus Shelters -**

**(See attached Figure 2 - Bus Shelter; Figure 3 - City of Dania Beach Transit Shelter Program; and Figures 4-S2.01 and S2.02 - BCT Custom Pre-Fabricated Shelter-General Notes & Details Foundation Details)**

a. Overall appearance – conformity with scale and character of surrounding neighborhoods and environment. Shelter designs shall reflect a quality image for the City and compliment the architectural character of each neighborhood. Proposal shall define proposed architectural details and designs.

b. Detailing – roofline design, facial, framing and placement of ad panel.

c. Stainless steel connections shall be provided when securing to concrete pad, and utilize cover plates. Hardware shall be tamper resistant.

d. Integration of amenities into shelter design – seating placement, comfort, and transit information. Shelters must be designed to meet the current edition of the Florida Accessibility Code, the Florida Building Code, and the American with Disabilities Act Accessibility Guidelines (ADAAG); whichever is more stringent, as well as applicable state, county and municipal Codes, whichever is more stringent.

e. Shall have permanent wheelchair access which allows thirty (30) inch minimum clearance on the side or back of the shelter, and shall not obstruct wheelchair user boarding or alighting from an accessible vehicle. Placement of shelter and seating shall not interfere with the use of existing sidewalks.

f. Shall have a seating that accommodates a minimum of three (3) people.

g. Shall have a trash receptacle of appropriate size containing the same characteristics and quality as the shelter design.

h. Lighting/Appearance at Night: See-through visibility and patron safety.

i. Shall offer see-through visibility from at least three (3) directions.

j. Shall be illuminated at night from dusk until dawn by solar-powered means.

k. Shall not be so illuminated as to be hazardous to passing vehicle operators.

l. Photometric plans of proposed shelter lighting indicating the design luminance should be provided with the submittal. The minimum maintained lighting level within the shelter shall be suitable for night time activities.

m. Protection from wind and rain.

#### **IV. ADVERTISING PANEL**

##### **1. Benches**

a. The advertising display shall be displayed on the front side of the seatback integral to each installation.

b. The advertising display shall be no greater than six (6) feet wide by two (2) feet deep.

2. **Bus Shelter**

- a. Advertising is permissible only on the panel or kiosk panels of the shelter furthest from approaching traffic.
- b. The shelter shall be equipped to incorporate a standard size advertising panel with maximum dimensions of four (4) feet by six (6) feet height.
- c. The advertising panel shall be internally illuminated.

**V. PLACEMENT**

1. **Benches**

- a. All benches shall be installed parallel with the adjacent roadway and secured to the ground.
- b. A minimum of a six (6) foot setback from the adjacent roadway or edge of driveway shall be maintained. In curbed roads, a minimum of thirty six (36) inches setback from the back of curb shall be maintained.
- c. A minimum of three (3) foot sidewalk clearance shall be maintained.
- d. Benches shall not be located within twenty five (25) feet of the right of way intersection corner, fire hydrant, fire or police call box or any other emergency facility.
- e. No bench shall be placed in the median of a divided roadway.
- f. Only one (1) bench per bus stop will be allowed unless otherwise directed by the City.

2. **Shelters**

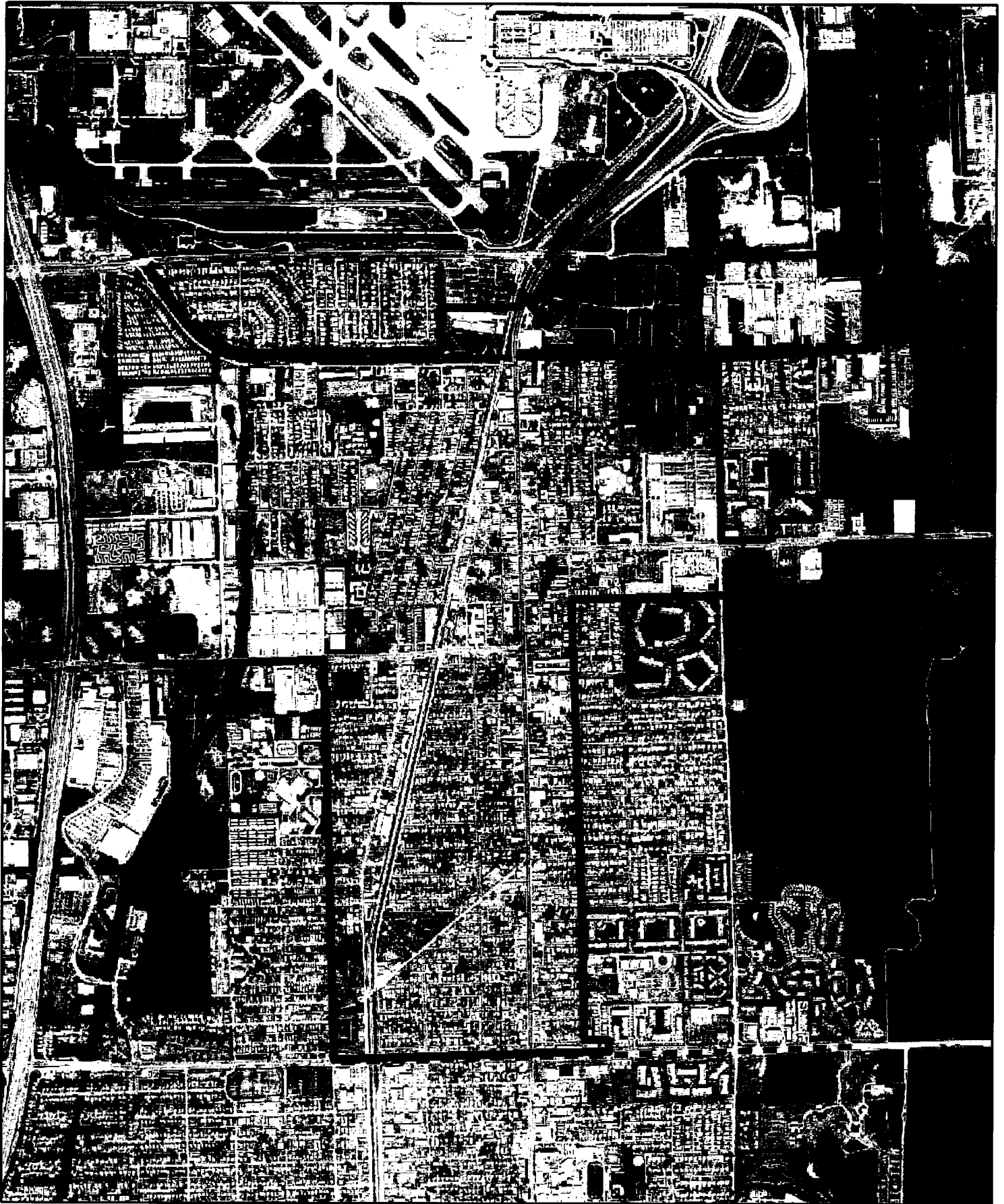
- a. All shelters shall be installed parallel with the adjacent roadway and secured to the ground.
- b. A minimum of a four (4) foot setback from the back of the adjacent curbed roadway or edge of driveway shall be maintained, with the exception that a minimum of thirty (30) inches from the face of the curb to the roof edge of the shelter overhang shall be maintained.
- c. A minimum of four (4) foot sidewalk clearance shall be maintained.

d. Shelters shall not be located within twenty-five (25) feet of the right of way intersection corner, fire hydrant, fire or police call box or any other emergency facility.

e. All shelters shall be installed parallel to the adjacent roadway.

f. No shelter shall be placed in the median of a divided roadway.

# CITY OF DANIA BEACH CRA BOUNDARY



## Legend

*Exhibit "Two"*

--- CITY OF DANIA BEACH  DANIA BEACH CRA BOUNDARY





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/19/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Sun State Insurance 623 Northlake Blvd North Palm Beach, FL 33408 Phone (561) 848-1886 Fax (561) 842-9996	<b>CONTACT NAME:</b> Diana <b>PHONE (A/C, No, Ext):</b> (561) 848-1886 <b>E-MAIL ADDRESS:</b> diana@sstins.net <b>FAX (A/C, No):</b> (561) 842-9996																					
<b>INSURED</b> InSite Martin Outdoor Lic. 150 NW 70th Ave #5 Plantation, FL 33317	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Scottsdale Insurance Company</td><td></td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Scottsdale Insurance Company		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B:																						
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INSURER D:																						
INSURER E:																						
INSURER F:																						

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

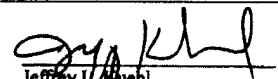
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		CPS1652193	10/09/2012	10/09/2013	EACH OCCURRENCE \$ 1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00						
	MED EXP (Any one person) \$ 5,000.00						
	PERSONAL & ADV INJURY \$ 1,000,000.00						
	GENERAL AGGREGATE \$ 2,000,000.00						
							PRODUCTS - COMP/OP AGG \$ 2,000,000.00
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED. <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder Is Listed as Additional Insured.

## CERTIFICATE HOLDER

## CANCELLATION

City of Dania Beach Attn: City Clerk 100 W. Dania Beach Blvd. Hollywood, FL 33004-3643	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  Jeffrey L. Kuchel
---	---

# Request For Proposal City of Dania Beach

June 22, 2012 | RFP - NO.12-013



**InSite**  
MARTIN OUTDOOR LLC

150 NW 70th Ave. - Suite 3 - Plantation, FL 33317  
Phone: 954-583-2067 | Fax: 954-583-2068  
[scott@gobenches.com](mailto:scott@gobenches.com)

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# Introduction

June 22, 2012

Ms. Louise Stilson  
City Clerk  
100 West Dania Beach Boulevard  
Dania Beach, FL 33004

Re: Bus Bench Program RFP NO.12-013

Dear Ms. Stilson:

For the past ten years, one Street Furniture Company has been the prominent firm in management of Transit Passenger Convenience Services: InSite Martin Outdoor, LLC. Our Company is the most well known and respected in the vast majority of Municipalities throughout South Florida as well as California and Colorado for consistent quality of product, high maintenance standards and strong financial stability.

InSite Martin Outdoor, Inc. is eager to bring the City of Dania Beach the best efforts of the industry's most recognized authority. Our proposal summarizes our experience in successfully conducting similar operations in other municipalities and clearly demonstrates our firm's abilities to service the city of Dania Beach' needs at a level far superior than that of our competition.

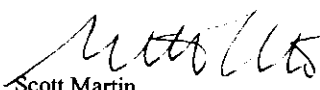
InSite Martin Outdoor, Inc. has a 95% success rate when competing in an RFP/RFQ selection process and has contracts to provide bus bench services in over 30 municipalities not only in South Florida, but throughout the United States. In all of our Cities, we provide a menu of products and services unmatched in the industry. Furthermore, we also have a proven track record in advertising sales. InSite Martin Outdoor, Inc. has increased the number of advertisements sold to over 90% in all of the cities we operate (See Sales Section of Proposal).

Our management team has over 50 years of combined experience in dealing with contractual and service issues common to municipal commercial environments. To implement these services, we have assembled a team of InSite Martin Outdoor, Inc. managers and staff members. InSite Martin Outdoor, Inc. principals are intimately involved in the day-to-day operations in each City. This allows for a level of focus that the City of Dania Beach can only receive from our firm. We invite a close examination of our service history (See Reference/Recommendation Section of Proposal). It will show our vision, competence, and commitment to excellence in all of our endeavors. We pledge to provide our services in concert with the interests of the citizens of the City of Dania Beach.

Please see the Bus Bench Design section of our proposal. There you will find our exclusive bus benches and shelters the City may choose from, all of which we have currently installed in various Cities throughout the Country and will fit perfectly with the streetscape throughout the City. We consider our assorted bus bench and shelter products more as "Street Furniture", which should be an appealing product the City as well as its citizens should be proud of to both view and to utilize.

On behalf of myself and the entire InSite Martin Outdoor, Inc. team, we are firmly committed to this project and trust this Proposal meets with your approval. I wish to thank you again for the opportunity to submit our proposal and look forward to engaging in a long term partnership with the City of Dania Beach, its citizens and local businesses. Please feel free to contact me for any additional information.

Sincerely,

  
Scott Martin  
954-558-4973

# Executive Summary

**Insite Martin Outdoor** is proud to be the leading bus bench company focused purely on providing bus bench and trash/recycling services. The underlying source of our success has been our ability to interpret the needs of communities and then to deliver high quality state-of-the-art bus benches, backed by rigorous maintenance and upkeep, followed by a world class sales program. Accordingly, this proposal reflects our sensitivity to the needs of Dania Beach' transit users and pedestrians, and reflects our continued passion to provide the best possible service to the City of Dania Beach.

The face of Insite Martin Outdoor is always local; yet behind the face stand the resources of a company with over 30 municipality contracts throughout the country (please see Capacity to Perform section). We now bring this vast programs and experience to bear on the needs of the City of Dania Beach, in response to the Request for Proposal by the Bureau of Street Services.



Any bus bench program must serve diverse needs and satisfy many different interests. This one is no exception. Insite Martin Outdoor has carefully weighed all the relevant factors - aesthetic, economic, environmental, civic and security issues - that will lead to an end product that will be a credit to Dania Beach' public spaces and also yield steady revenues to the City.

This proposal is in many ways unique: Insite Martin Outdoor is excited to be involved in a plan that perfectly combines civic and commercial interests, where both community aspirations and the enhancement of the urban ground go hand in hand with revenue generation. Here are three outstanding benefits to the community: (1) State-of-the-art bus bench designs not matched by anyone in the industry. Through 30 years of experience, we have strived to design street furniture that is unique and functional, durable and aesthetic. Wherever we place our benches, the surrounding environment is instantly enriched; (2) one-of-a-kind inventory maintenance and tracking system. We have spent years developing an inventory system that utilizes the latest in technology to provide a truly engaging experience for our staff and the City of Dania Beach; and (3) our commitment to the environment and sustainability. We have been a rare company amongst our peers committed to trash removal, sustainability, and recycling within our bus bench contracts. We take pride in providing these services for our municipalities to assist in keeping our planet clean and reaching our municipalities sustainability goals.

In this executive summary we outline the four basic strengths of our proposal:

## 1. DESIGN

**CREATIVITY AND UNIQUENESS.** Our design goal for this program is to achieve maximum functional effectiveness with bright, safe, comfortable street level amenities that powerfully express the characteristics of the city and capture its unmistakable identity. In pursuit of this objective, we are deeply conscious of this invaluable opportunity to clarify and enliven the public realm of a magnificent cityscape. We have therefore a two-pronged mission: to create designs that convey a variety of carefully considered aesthetics, that harmonize with and enhance neighborhoods, and simultaneously to establish a uniformity of features that any comprehensive the street furniture program must have.

**SUSTAINABILITY.** Insite Martin Outdoor has furthered sustainability goals in urban environments across the country. It goes without saying that these are the sensitivities and the talents that will be incorporated into the designs and materials of our **Coordinated Street Furniture and Trash Removal Program**.

## 2. MANUFACTURE AND MAINTENANCE

**MANUFACTURE.** Insite Martin Outdoor's philosophy is that commissioned design and directed manufacture best meet local needs and assure the highest standards of durability and style. Our manufacturing policy on every occasion is to render the design with discerning craftsmanship, using the highest quality materials.

**MAINTENANCE.** Our maintenance philosophy is simple: proactive cleaning and servicing results in less vandalism, less damage and cleaner, safer structures. Insite Martin Outdoor is committed to producing bus benches that will remain in excellent condition throughout the term of the agreement and beyond. Top-notch maintenance and service are essential to live up to this commitment. Our experience teaches us that scrupulous attention to maintenance and cleaning pays dividends in longevity and serviceability for years to come. This is evidenced by the continued renewal of our bus bench contracts in other municipalities across the country, without the requirement to rebuild new benches.



# Our Approach

Insite Martin Outdoor's objective is to provide a world-class bus bench program that enhances the existing streetscape while providing a functional service that encourages citizens to use public transportation.

We will create more vibrant streets, encourage residents and visitors to walk and bike, and at the same time maximize the revenue potential for the city. Our work plan is a comprehensive one, incorporating all aspects of creating, maintaining, managing and growing the City's Transit Program. We plan to capitalize on our financial strength and depth of experience in all aspects of the bus bench program. Recognizing the City's expectations of providing high-quality and well-maintained street furniture and improving City revenues, the key focus of our plan is:

- > Development of a bus bench family that communicates a citywide identity
- > Special designs for historical neighborhoods as defined by the City
- > Integration of new technology that provides substantial benefits to the City and the community
- > Aggressive marketing of bus benches as a unique media opportunity, both locally and nationally
- > Comprehensive maintenance program, unmatched in our industry
- > Technology-based reporting and accountable workforce management processes



Insite Martin Outdoor proposes an aggressive build-out over the first 4 months of the agreement, after receiving note to proceed and expect all benches to be installed within that period. Our detailed build-out plan is presented in Maintenance & Operation section.

We believe our proposal will maximize the goals of improving the public realm, encouraging the use of public transportation, providing advanced technology and enhancing revenues to the City. These goals are interdependent and in order to create and sustain such a successful program for the City, Insite Martin Outdoor requires a certain mix of revenue-generating benches, all of which will provide value to transit users and pedestrians and added benefits to the City beyond their core use. Our program assumptions are detailed in the Implementation section.

We recognize that our program will require extensive advance preparations with significant input from the appropriate City staff with respect to design, site selection and permitting. Our build-out plan also recognizes that we must establish an efficient working relationship with all appropriate City departments. Our primary goal will be to work with the City to establish a mutually agreeable implementation plan as soon as possible after contract award in order to receive the requisite approvals to proceed. We would request that the City make available the necessary City staff to expedite the site selection and permitting processes in order to facilitate this implementation plan.



# Methodology

## 1. COMMUNITY OUTREACH

Insite Martin Outdoor is committed to taking all possible steps that integrate this project with the Dania Beach community. The Bus Bench Program will become an important part for each neighborhood. Our approach to community involvement will ensure that the program achieves excellence in every phase of planning and implementation.

## 2. MANUFACTURING AND QUALITY CONTROL

All of our street furniture designs will carry the Insite Martin Outdoor name. Therefore, they must meet our standards for quality. The designs will be strictly licensed with selected manufacturers.

## 3. INSTALLATION

Operational fulfillment will be managed internally by our designated Operations Manager, responsible for construction and installation. A Project Management calendar will be developed in open collaboration with appropriate City officials to create a plan, which depicts a mutually acceptable installation program. Site selection and site preparations will be planned in advance and reviewed internally by the Operations Manager and the installation team to understand the specific challenges and unique conditions at each location.

## 4. OPERATIONS AND MAINTENANCE

Insite Martin Outdoor will establish an operations workforce to efficiently provide and maintain our bus benches. To ensure the successful implementation of that plan, we will apply management strategies, which are complementary and redundant at once, guaranteeing delivery of our maintenance and operations services. Under the leadership of the Operations Manager, activities will be divided by function-utilizing thoroughly trained, accountable and responsive personnel for both routine and unscheduled (including emergency) services. Electronic report audits will be utilized to measure efficiency and effectiveness of the work agenda, quality of work and distribution of work.

## 5. REPORTING

Insite Martin Outdoor will fit every bus bench element with an individual barcode. During the course of scheduled and emergency maintenance, the service team will use barcode scanners to validate and report each maintenance function. This information will be transferred to our internal inventory management system and any applicable data, as required by the City, will be populated to an inventory and maintenance database. In addition, each bench will carry a unique identification number and a decal indicating that a member of the public may call a toll free number to report any complaint about the structure's status. This provides an unprecedented level of control to our maintenance program right at the finger tips of any City Staff member, without ever leaving the office.

## 6. FINANCIAL CONTROLS

Insite Martin Outdoor currently employs a fully staffed accounting team managed by the CFO with extensive experience in billings, collections and financial reporting (and holds an active Certified Public Accounting license) and who supervises professionals in accounts payable and receivable. We utilize a proprietary computer software program which facilitates the generation of financial, revenue, and accounting reports required by the contract to be provided to the City.





# Bench & Shelter Design

The current bus benches in Dania Beach were predominantly functional. Form and design considerations were not given equal weight. Today the situation is very different, a difference that is expressed in the contents of the City Bus Bench RFP. They need to aim higher, to aspire to greater functionality, better fit with the character of the transit system and the city, be more expressive of the multiple meanings that radiate from Dania Beach' uniqueness.

## DESIGN OVERVIEW AND PHILOSOPHY

The City of Dania Beach stands on the threshold of an opportunity to deploy bus benches with an imagination and vigor that will make it a major change factor in the urban environment: improving both appearance and imposing a coherent aesthetic on the cityscape. Some might say that this is long overdue. Be that as it may, today Dania Beach has a chance to leap to the front of the line and reap the advantages of the late adapter. The RFP calls for a sweeping bus bench program that incorporates the very latest in new technologies and uses design to bridge the past and the future, to reflect the richness and variety of the urban ground and, simultaneously, give expression to the city's iconic values.

Insite Martin Outdoor's bus bench designs will make a major improvement to the aesthetic tone of the city. While expressive of a single and coherent design identity, these structures do not upstage the various locations that they will occupy. Throughout this design project we have been mindful of its overriding purpose: to create for the transit user and pedestrian a strong understanding of, and pleasure from, the design identity among the various street furniture elements. Our benches seek to provide this purpose.

## City of Dania Beach Bus Benches

*A COMMON ATTRIBUTE OF THE DESIGNS WE ARE SUBMITTING IS THAT THEY WILL ENHANCE THE SURROUNDING STREETScape AND BEAUTY OF THE NEIGHBORHOODS THEY INCORPORATE.*

The point of these observations is to show that Insite Martin Outdoor has a good grasp of the big picture in which bus benches play a small role. And to show, moreover, that the designs submitted reflect a forward looking perspective. Inside any bench design, there are many intentions that get expressed: seating to tired passengers, passenger comfort and convenience, transit information, and so forth. They also serve as icons for the transit system and thus project its values and priorities.

We have considered all these intentions and thought about them deeply: which is reflected in the design family submitted in our proposal. Insite Martin Outdoor is committed to upgrading and improving our designs, technology and/or services during the term of the contract whenever practical and feasible.

## Design Characteristics

### APPROPRIATENESS, SCALE, MODULARITY

The elemental components of the bench base, seat, and backrest with simple structural connection will act as a modular kit that can be adapted to numerous site constraints and usage levels throughout the city. The various sizes of our bench designs will create simple micro-adaptation to specific sidewalk widths and depths. In all cases, our family of bus bench elements is adaptable, flexible and appropriate to various sites.

### COORDINATED FAMILY OF ELEMENTS

The design framework of all bench elements not only takes its cue from the theme of streetscape adaptability, but reinforces its cohesive nature through the selection of finishes, color and quality design. When different elements are combined, they present a unified image of complimentary shapes and sizes.

### CUSTOMIZATION

Customizations for specific neighborhoods or districts are realized through different graphic applications in the perpendicular end section of the benches, through alternative bench colors, or unique graphical applications to the bench itself.



# Bench & Shelter Design

## INTEGRATION OF NEW TECHNOLOGY

InSite Martin Outdoor is always open to new technologies that increase the awareness and effectiveness of our bus benches. This technology will allow more trash per receptacle that will result in less trash maintenance service trips, thereby increasing the sustainability of our program.

## MATERIALS, FABRICATION AND DURABILITY

Materials and finishes have been carefully chosen in consideration of life-cycle costs, ease of maintenance and durability. Together with a stainless steel structure and aluminum extrusions, and baked porcelain enamel finish are the predominant material of the majority of elements. Rustproof and durable, stainless steel is ideal for challenging outdoor environments in South Florida and exceed all South Florida building codes/requirements as well as being hurricane rated, which has a higher salt content in the air that will degrade other types of steel over time. Anti-graffiti paint coatings are applied for ease of graffiti removal. These finishes typically last the life of a product with no need for repainting. Our benches will look the same after 15 years as they did on day one.

## FLEXIBILITY AND SUSTAINABILITY

The good news is spreading: that social responsibility and economic viability can be merged with environmentally sound practices and policies. And the place where this news is keenly felt today is the municipal and state environment: where pollution suppression is no longer perceived as an expensive piety, but as a sound business application that also expresses an enlightened public policy. The city that pushes sustainability values sends a very clear message to its citizens: we care about cutting back greenhouse gas emissions; we care about the future of your grandchildren and their children's children.

Because of their ubiquity and visibility, bus benches and other prominent street furniture items are an ideal place to display these values, and to reap the economic rewards of renewable energy solutions- such as lower maintenance costs. Four aspects of sustainability will be discussed in this segment:

- 1) immediately implementable measures in terms of design features and materials relevant to the RFP,
- 2) a trash receptacle will be at every unit,
- 3) use of natural gas vehicles which have considerable less green house gas emissions than their gas-powered counterparts, and
- 5) Every bench installed will be ADA compliant, as well as meeting all Federal and Local guidelines.





# Bench Design & Manufacturing

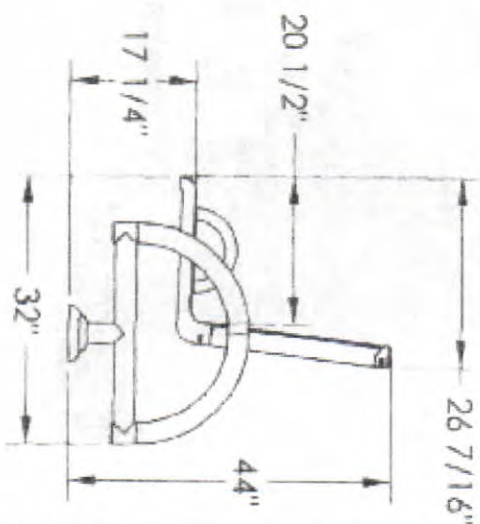
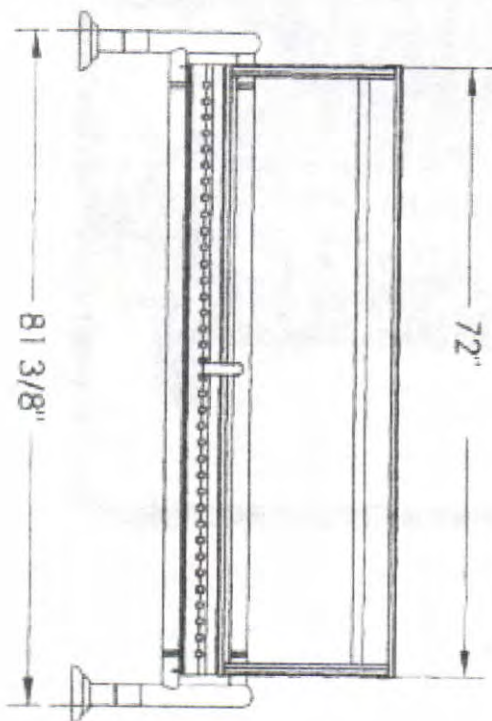
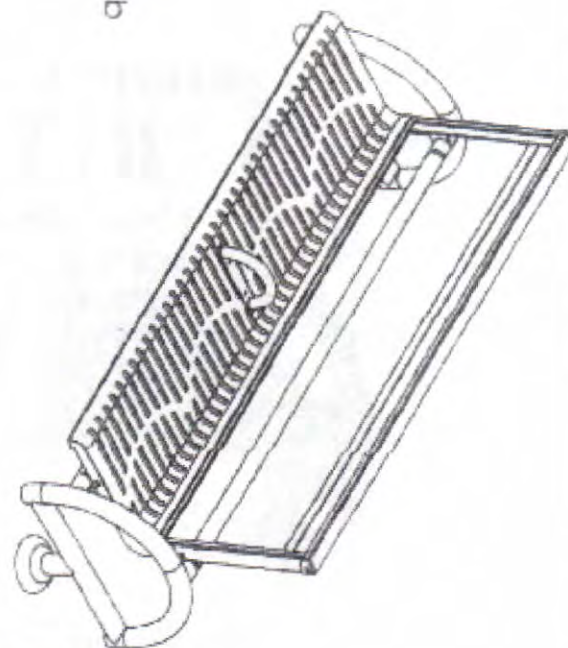
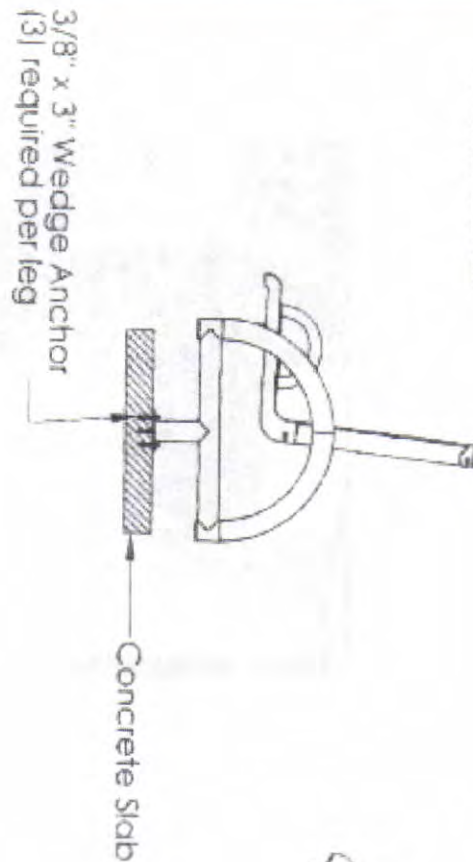
## Streetscape Style



- Galvanized Steel construction for increased durability
- Ventilated bench seating unit cooler on hot sunny days
- No removable parts, minimizing damage issues
- Low profile advertising minimizes line-of-sight issues
- Thermoplastic closed cell coating to dissipate heat as well as being virtually graffiti proof
- Design and color customized to match overall streetscape vision of the city and neighborhoods
- Narrow Footprint which allows for installation on sidewalks that are less than 6' in width
- Hurricane Rated
- Handles placed to meet ADA requirements as well as deterring use of bench while in a prone position

# Bench & Shelter Design

Anchor Detail:



**ultraPLAY**  
 PROPRITARY DOCUMENT  
 UltraPlay Systems, Inc.  
 1675 Locust Street  
 Red Bud, IL 62278  
 phone (800) 45-ULTRA  
 phone (618) 282-8200  
 fax (618) 282-8202

ALL DIMENSIONS  
 ARE IN INCHES  
 UNLESS OTHERWISE NOTED  
 FABRICATION TOLERANCES  
 ANGLE: 5°  
 FABRICATION OF ALL  
 EQUIPMENT MUST COMPLY  
 WITH ASTM F957  
 DESIGN STANDARDS

INS	JAA
1/26/11	
AJH-W6	
AJH-W6	



# Bench & Shelter Design

## Florida Style Shelter



- Exclusive street furniture design
- Target local community residents
- Anti-Glare / Shatter Proof Glass
- Anodized finish to uphold 15+ years
- Vagrancy resistant seating

- High Quality – Durable Fabrication
- ADA compliant
- Solar Powered Unit
- Back Lit Ad Caisson

# Bench & Shelter Design



1675 Locust Street A PLAYCORE Company  
Red Bud, Illinois 62278

November 22, 2011

TO WHOM IT MAY CONCERN

AUTHORIZED SALES REPRESENTATIVE

This is to certify Insite Martin Outdoor, LLC as an UltraPlay sales representative. Insite Martin Outdoor, LLC can sell and distribute UltraPlay products and replacement parts.

As an UltraPlay representative, Insite Martin Outdoor, LLC has the authority to bid and enter into contracts for Ultra- Site products.

Sincerely,

A handwritten signature in black ink, appearing to read "Philip Clemons".

Philip Clemons  
Sales Manager  
Ultra Play Systems

1-800-45-ULTRA



1-618-282-8200



1-618-282-8202 FAX





# Implementation Schedule

Insite Martin Outdoor's proposal (including guaranteed payments) for the City of Dania Beach is based on the following assumptions.

## PERMIT AND APPROVAL PROCEDURES

Insite Martin Outdoor will assume full responsibility and expense of obtaining all necessary construction permits; develop site plans and coordinate the installations with the City and appropriate utility companies. The bus bench program is extremely demanding from several perspectives-not least in the replacement of existing structures with new ones in the timeliest fashion.

## CONSTRUCTION AND REPLACEMENT PROGRAM

Insite Martin Outdoor will perform a methodical program to remove existing benches and replace with a new design within the first 120 days after award of contract and bench design/color approval. Fast, careful installations by our trained crews at appropriate times of the day minimize disruption of adjacent neighborhood activities.

Installations proceed in the following sequence:

- > Conduct complete inventory audit including: digital photographs; assignment of GPS coordinates to each structure (geo-coding); structural inspections; numbering of street furniture elements
- > Prioritizing of installation sequence in coordination with appropriate officials and organizations
- > Site surveys for sidewalk conditions, utility locations, trees, light poles, traffic control and electrical boxes and other street furniture elements
- > Site-by-site location approval by City
- > Installation in adherence to all applicable codes
- > Site and/or surface restoration as needed

## ONLINE CONFIRMATION

As part of our program operation, Insite Martin Outdoor will maintain a database within our inventory and accounting software program for documenting data relating to inventory, maintenance and complaints. In other cities we have implemented this feature, which has proved popular with civic leaders and the community. The database will include:

- > Location and image of each program structure
- > Inspection, cleaning and maintenance activities
- > Reports of required maintenance and repairs
- > Mapping capabilities to display all locations
- > Online review capability for Transit Authority and the City



*Insite Martin Outdoor's WORLDCLASS MAINTENANCE AND OPERATIONS PROGRAM CANNOT BE BEAT. OUR BENCHES AND*



# Maintenance & Operations

*TRASH SERVICE HAVE BEEN ROUTINELY COMMENDED BY CITIES ACROSS AMERICA FOR OUR DILIGENT EFFORTS IN EXCEEDING OUR CITIES REQUIREMENTS.*

The organizational chart below demonstrates our capacity to respond to the maintenance and operational needs of the program as laid out on the following pages.

## DESCRIPTION OF SERVICES

Anticipating today's fashionable "broken windows" policy approaches for urban environment- fix broken windows promptly and people won't break windows any more- the celebrated urban theorist William H. Whyte back in the Sixties said, "The best way to handle undesirables is to make a place more attractive to everyone else" and "litter follows litter." This dynamic is clearly at work with transit amenities, which is why we maintain constant vigilance and always respond proactively to vandalism and litter. In doing so we serve the interests of the community, plus those of advertisers who don't want their message negatively influenced or made ineffectual by dirt and squalor. Over the years, we observed our competitors and seen first hand the compounding effects of small amounts of litter and the degradations that resulted in the urban environment. Whereupon we resolved to create the industry's most rigorous maintenance protocols. In addition to regular visitation, we research field reports and maintenance records to identify vandalism. These sites become targets of our rapid response crews who fan out and remove graffiti and stickers, often within hours of the defacement. Furthermore, our maintenance database technology is able to create hot-zone maps that identify areas with the most maintenance problems. This gives a graphical ability to utilize additional resources in certain areas of the City and address in a timely manner.

## 52-WEEK MAINTENANCE PLAN

- > Technology-based reporting and accountable workforce management processes
- > Record-keeping, verification, internal inspections and audit procedures
- > Preventive maintenance
- > Zero tolerance graffiti policy
- > Quarterly submission of maintenance logs
- > Notification process via toll free bi-lingual number for access by general public, City officials, and LA Metro to report damage

## CLEANING, INSPECTION & SAFETY SCHEDULE

### 1. CITYWIDE/HEAVY TRAFFIC LOCATIONS - Daily Activities:

- > Inspection concerning appearance, any damages and unsafe conditions
- > Removal of trash or debris inside and within 10 feet of bus benches
- > Removal and/or reporting of graffiti
- > Repair of minor damage
- > All other damage reported to the operations center for appropriate repair crews
- > Report of any problems or damage to operations center and recording in database
- > Perform power washing quarterly or as determined by the city contract

### 2. POSTING OF ADVERTISEMENTS/PUBLIC INFORMATION:

- > Carried out once weekly or according to advertiser's campaign
- > The Insite Martin Outdoor Maintenance guarantee provides for on time posting and removal of advertisements
- > The Insite Martin Outdoor Clean Ad Guarantee provides for a clean advertising poster. If advertisement is damaged beyond repair, Insite Martin Outdoor replaces the ad during the contract period free of charge for the client. No competitor provides this services.

## REPORTING AND INTERNAL CONTROLS



# Maintenance & Operations

Insite Martin Outdoor employs state-of-the-art technologies for recording and reporting work status of bus bench maintenance as part of our internal inventory management system. Our maintenance system uses bar-coding, wireless transmission and online data basing to record, relay, distribute and store status reports. Using handheld devices, our installation, maintenance and posting crews and independent contractors record and transmit data at every scheduled service stop and in response to repair notification. The data that is transmitted to our operations center provides definitive answers to both maintenance and advertising campaign verification questions that used to be a matter of guesswork.

Once the information has been collected for each structure, as described above, and transferred to the inventory system, any applicable data as required by the City, such as date, location, activities, installation, maintenance, response times, and reported problems, will be populated to a database. The module containing the program's maintenance logs for each bus bench structure will be posted on a password secured FTP site, which will be accessible to the City for review.





# Maintenance & Operations

Our database is kept on a central server in Miami, FL. This database is linked into our MISA inventory maintenance program. MISA is a worldwide leader in inventory and maintenance software related specifically to the outdoor advertising industry. As such, there is an unlimited amount of reports and data we are able to obtain in minimal time. Key features of MISA maintenance systems include the following:

- Create single item work orders for expedited tasks, or group similar tasks
- Monitor Benches and Advertising content
- Easily download and upload maintenance tasks to a hand-held unit (RFID technology)
- Define maintenance cycles and routine check routes
- Conveniently upload completed postings with proof-of-performance photos
- Track structure positions across your plant
- Track site revenue generation, maintenance and profitability



**Reports will be available to the City on a weekly or as requested basis:**

Inventory database by type

Street furniture types

Street furniture locations

PP&E inventory

Maintenance activities performed (daily, weekly, monthly)

Staff member performed / Activity performed (installation, cleaning, repair, etc)

Time performed, including time issue was reported, time at location, time to complete operation, and amount of time taken to complete the site

Other problems, notes, issues, details by site  
Cost of repair, installation, parts, labor, fuel, etc. Reports by employee noting average work time, route, maintenance duties performed, etc

Full mapping services by GPS location

# Sales & Marketing

***SALES PROSPECTS FOR BUS BENCHES FOLLOW THE OVERALL OUTDOOR MARKET. THAT MARKET HAS NOT BEEN VERY ROBUST IN THE RECENT YEARS. HOWEVER, INSITE MARTIN OUTDOOR HAS MANAGED TO INCREASE SALES EVERY YEAR, EVEN THROUGH THE RECESSION.***

When the City of Dania Beach considers the respective revenue generation power of the candidates responding to this RFP, it obviously weighs the merits of potential providers' Insite Martin Outdoor will do the superior job. We obtain the highest per bench rate as compared to any of our competitors. Our sales force routinely sells out their inventory at higher rates than competitors and maintains customers for years due to our excellent customer service.

Insite Martin Outdoor offers the City of Dania Beach an exceptional experience base and range of skills and coverage. Currently we boast over 9,000 bus bench displays under contract with over 30 municipalities in the US, which yield several millions annually in sales. This achievement reflects the talent and dedication of strong national and local marketing teams and commitment by our executive team.

## **SALES STRATEGIES**

Typically, bus bench advertising has not garnered the national sales attention that other outdoor media has attracted. However, in our experience bus benches is showing strong ability to expand market power by attracting a client base that heretofore did not advertise. Because of our aggressive and talented sales force, we have been able to grow and expand while others were retreating and increased revenues for our municipalities.

## **LOCAL AND NATIONAL SALES**

Insite Martin Outdoor has a broad national network of advertising agencies through our national sales force team. This network will operate to ensure that Dania Beach' bus benches obtain the maximum throughput of national advertisers as the medium can garner. An important source of revenues will come from national and international advertisers who have close relationships with our sales professionals. Part of the value that we will bring to this program will stem from a capability that no competitor currently possesses. And that is a single organization directed and dedicated to marketing a cohesive, market-wide network of bus benches and other street furniture advertising, which will prove to be very desirable among advertisers, who will be able to reach the entire Dania Beach region with one campaign.

## **FOCUS ON THE BUS BENCH MEDIUM**

There is something else we bring to the selling situation, apart from our stature. And that is the five letter word f-o-c-u-s. Bus bench advertising needs focus on the part of the franchise holder. It is focus that brings maximum advertiser throughput. It is focus on the medium that yields the best possible utilization rates, both in the downtown/West LA and citywide areas. We are determined to make the Dania Beach bus bench program a top management priority and to frame it as distinctive and worthy of advertiser consideration. We recognize that without a full court-press by us, without strong focus and dedication to this medium, there will be money left on the table. Our bus bench sales strategies have resulted in consistent revenue growth in each market where Insite Martin Outdoor holds advertising franchises. We aim to do the same for the City of Dania Beach. In our view, heretofore the revenue potential of bus benches in Dania Beach has not been fully exploited. As a result rates charged to advertisers are not as high as they might be. To achieve potential gains in both rate levels and occupancy, we plan to market the bus bench inventory on a stand-alone basis which will create conditions for attractive pricing. Furthermore, as noted above, we are one of the only dedicated bus bench companies. That means that we focus only on bus benches. The results speak for themselves.



# Compensation to City

InSite Martin Outdoor, Inc. is pleased to present the following Financial Proposal to the City of Dania Beach. This revenue schedule is based approximately on 35 bus benches and 8 bus shelters. Guaranteed annual fee will be paid in advance prior to the anniversary of the contract start date.

## Bus Benches

	Year	# of Benches	Per Bench Guaranteed Revenue to City	Monthly Guaranteed Revenue to City	Annual Guaranteed Revenue to City
	1	35	\$20	\$700	\$8,400
	2	35	\$22	\$770	\$9,240
First Renewal Period	3	35	\$23	\$805	\$9,660
	4	35	\$24	\$840	\$10,080
Second Renewal Period	5	35	\$25	\$875	\$10,500
	6	35	\$26	\$910	\$10,920

## Bus Shelters

	Year	# of <del>Benches</del> Shelters	Shelter Revenue Share with City
	1	8	10% of gross revenue
	2	8	10% of gross revenue
First Renewal Period	3	8	10% of gross revenue
	4	8	10% of gross revenue
Second Renewal Period	5	8	10% of gross revenue
	6	8	20% of gross revenue

**Audited Financials - ATTACHED**

# Capacity to Perform

**INSITE MARTIN OUTDOOR HAS RECORDED CONTINUOUS REVENUE GROWTH OVER THE LAST TEN YEARS, OUTPACING THE INDUSTRY AND ITS CHIEF COMPETITORS.**

As of November 30, 2011, our company owned or operated more than 9,000 advertising displays nationwide in 30 municipalities. In 2009 we generated revenues of \$2 million, representing revenue growth of 30% over the last three years.

## COMPANY DESCRIPTION

Years in business: 11 / Number of employees: 50 /

Principal contact for Insite Martin Outdoor's city bus bench RFP response:

Scott Martin, President

152 Ne 167th st ; Miami, FL 33162

t: 954-558-4973 e: scott@gobenches.com

### As a result of Superior Service, InSite Martin Outdoor has been awarded the following contracts:

City of N. Miami Beach, RFP award 1999 (renewed 2004, 2009)  
City of Miami Springs, RFP award 2000 (renewed 2005, 2010)  
City of Dania Beach, RFP award 2001  
City of Sweetwater, RFP award 2001 (renewed 2008)  
City of Dania Beach, RFP award 2002 (renewed 2007)  
City of Oakland Park, RFP award 2003 (renewed 2008)  
City of Tamarac, RFP award 2004 (renewed 2008)  
City of Lauderdale Lakes, Competitive Process 2004 (renewed 2008)  
City of Wilton Manors, RFP award 2004 (renewed 2009)  
City of Hialeah, RFP award 2005 (renewed 2009)  
Village of El Portal, Sole Source 2006  
City of North Miami, Sole Source 2006  
City of Opa- Locka, Sole Source 2006  
City of Pembroke Pines, RFP award 2008  
Town of Davie, RFP award 2009  
City of Doral, Sole Source 2009  
City of Hollywood, RFP 2008  
City of Parker, Sole Source 2009  
City of Calloway, Sole Source 2009  
City of Palatka, Sole Source 2009  
Lake County, RFP award 2010  
City of Los Angeles, CA RFP award 2011

In Addition, InSite Martin Outdoor and its corporate partners have been awarded the following national contracts:

### COLORADO

Adams County	City and County of Denver
Arapahoe County	Commerce City
Arvada	Foxfield
Broomfield	Jefferson County
Centennial	Wheat Rigde





# References & Recommendations

## ***InSite Martin Outdoor References***

Mr. Brian O'Conner  
Public Information Officer, City of North Miami Beach  
17011 NE 19th Avenue  
North Miami Beach, Florida 33162-3194  
305-948-2941  
# of Benches: 151

Mr. Jim Borgmann  
City Manager, City of Miami Springs  
201 Westward Drive  
Miami Springs, Florida 33166-5259  
305-855-4581  
# of Benches: 17

Mr. Tom Ansbro  
City Manager, City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, Florida 33004  
954-924-3610  
# of Benches: 124

Mr. Dave Womacks  
Director of Public Works, City of Oakland Park  
3650 NE 12th Avenue  
Oakland Park, Florida 33334  
954-630-4414  
# of Benches: 140

Mr. Ken McIntyre  
Building Department Director, City of Tamarac  
8191 NW 88th Avenue  
Tamarac, Florida 33321  
954-724-1250  
# of Benches: 81

Mr. Jonathan Allen  
City Manager  
City of Lauderdale Lakes  
4300 NW 36th Street  
Lauderdale Lakes, Florida 33319  
954-535-2815  
# of Benches: 64

Mr. Patrick Cann  
Director Leisure Services  
City of Wilton Manors  
2020 Wilton Drive  
Wilton Manors, Florida 33304  
954-390-2130  
# of Benches: 48

Jorge de la Nuez  
Transit Manager, City of Hialeah  
501 Palm Avenue  
Hialeah, Florida 33010  
(305) 883-5800  
# of Benches: 500

Starex Smith  
Assistant City Manager, City of Opa-Locka  
Miami, FL 33125  
(305) 953-2821  
# of Benches: 100

John O'Brian  
Transit Manager, City of North Miami  
Miami, FL 33179  
(305) 948-2900  
# of Benches: 200

Frank Lago  
Chief of Staff, City of Sweetwater  
500 SW 109th Avenue  
Sweetwater, Florida 33174-1398  
305-221-0411  
# of Benches: 50

Alfredo Riverol  
City of Dania Beach  
6130 Sunset Drive  
Dania Beach, Florida 33143

## ***Sunshine State References***

Mr. Robert Rawls  
Director of Engineering Dept., City Hollywood  
2600 Hollywood Boulevard  
Hollywood, Florida 33020  
954-921-3254  
# of Benches: 400

## ***Gold Coast References***

Darlene Valsnea  
Plantation Women's Club  
Director of the Bus Bench Project  
City of Plantation  
954-295-0754  
# of Benches: 100

Frank Desallis  
Director of Public Works  
City Of Plantation  
954-452-2535  
# of Benches: 100

Linda Owen  
Director, EASE Foundation  
Town Of Davie  
954-797-1077

Frank Porcella  
City Manager  
City of Margate  
954-935-5308  
# of Benches: 80

# References & Recommendations

Janet Randolph  
Assistant City Manager  
City of Margate  
954-935-5308  
# of Benches: 80  
Brian Donovan  
Budget Director  
City of Pompano  
954-786-0647  
# of Benches: 120

Todd Larson  
Public Works Director  
Pembroke Park  
954-966-4600  
# of Benches: 30

Kevin Walford  
Transportation Manager  
Fort Lauderdale  
954-828-5217  
# of Benches: 400

## Big Sky References

Cathy Noon  
Mayor, City of Centennial  
12503 E. Euclid Dr  
Centennial, CO 80111  
303-754-3408  
# of Benches: 100

Michael C. Holm, PE, LEED AP  
Denver Public Works  
Construction Engineer, City and County of Denver  
2000 W. 3rd Ave., 3rd Floor  
Denver, CO 80223-1027  
303-446-3639  
# of Shelters: 40-80  
# of Trash Can Ads: 500(currently negotiating)

Kevin Mc Caskey  
County Commissioner  
100 Jefferson County Pkwy, Ste 3500  
Golden CO 80419  
303-278-8294  
# of Benches: 350  
# of Shelters: 12

Jon Anderson  
Director of Public Works  
South Ogden City  
3950 S. Adams Ave  
South Ogden, UT 84403  
801-622-2700  
# of Benches: 60  
# of Shelters: In Negotiation

Jeremy Olsen

Management Analyst, City of West Jordan  
8000 Redwood Rd  
West Jordan, UT 84088  
801-569-5184  
# of Shelters: 25

Tim Parento  
Director fo Public Works  
7500 W. 29th Ave  
Wheat Ridge, CO 80033  
# of Benches: 60

Gordon Ruesik  
Director of Parks and Recreation  
8101 Ralston Rd. - PO Box 8101  
Arvada, CO 80001  
720-898-7404

## Bank References

Sabadell Bank  
18841 NE 29th Ave  
Aventura, FL 33180  
305-931-5100





# References & Recommendations



May 8, 2008

Mr. Scott Martin  
InSite Martin Outdoor  
151 Northeast 166th Street  
North Miami, FL 33162

Dear Mr. Martin:

I just wanted to let you know how much AI appreciate the service you and your company provide. Of all the many responsibilities I have, the bus benches are the one thing that I never have to worry about as you always respond and act on every inquiry in a very timely manner. You have also been supportive of City programs and events by helping promote them without hesitation.

City residents and staff are pleased with the look of the new benches and your company's work in maintaining the benches and servicing the litter bins. I look forward to continuing to work with you on the bus bench program.

If anyone would like further information, they can contact me at 305-895-8993.

Sincerely,

John O'Brien  
Transportation Planner  
Community Planning & Development Department



April 8, 2008

To Whom It May Concern:

The City of Oakland Park awarded a contract to InSite Martin Outdoor to become our Bus Bench Provider in 2003. The contract term was five (5) years till 2008 and the City recently renewed the contract for a second five year term to 2013. Throughout the term of the contract InSite Martin Outdoor has met all contract terms and maintained the bus benches in excellent condition. The contractor keeps affixed trash receptacles emptied and clean on a routine basis as specified on our contract. As administrator of the contract I have found they are very responsive to any service requests or emergency requests for excessive trash, graffiti, or replacement of a damaged bench. I would recommend InSite Martin Outdoor as a Bus Bench Provider.

Sincerely,

David C. Womacks  
Public Works Director



# References & Recommendations



April 27, 2007

InSite Martin Outdoor  
Mr. Scott Martin  
152 NE 167 Street, Suite 200  
North Miami Beach, FL 33162

Subject: Bus Bench Contract with the City of Wilton Manors

Dear Mr. Scott Martin:

I would like to extend my sincere congratulations to you and your team for doing an excellent job providing bus bench service in the City of Wilton Manors. On July 27, 2004, the City Commission approved resolution number 2792, which enables InSite Martin Outdoor to provide installation and maintenance of bus benches within the City of Wilton Manors.

The City of Wilton Manors has received many favorable comments regarding the aesthetic bus benches and the quality service of removing debris at approximately 50 locations. I have personally appreciated your responsiveness to any issues or challenges that occurred during the past three years and commend you for consistently performing admirably to the City. Thank you for assisting the City and ensuring a positive partnership during the tenure of this agreement.

Sincerely,

Patrick Cann, Director  
Leisure Services Department



April 9, 2008

RE: InSite Martin Outdoor - Letter of Reference

To Whom it May Concern:

I am writing this correspondence to inform that InSite Martin Outdoor has been contracted to perform bus bench installation at various locations throughout the City of Lauderdale Lakes community.

Some of these bus benches have been installed along the City's main corridors including State Road 7, Oakland Park Boulevard and other roadways. In addition to providing quality bus benches and advertisement services, InSite Martin Outdoor maintains all the bus benches and provides trash removal services for all bus bench locations.

Therefore, I strongly recommend that you give InSite Martin Outdoor serious consideration to provide bus bench services in your community. Should you have any questions, please feel free to contact me at (954) 535-2820.

Sincerely,

Johnathan K. Allen  
Assistant City Manager

# References & Recommendations



August 24, 2007

To whom it may concern;

I am writing this letter to inform you of the great job InSite Martin Outdoor has provided to the city of Hialeah. They were awarded the contract in 2004 to supply and install bus benches throughout the city. Since then, we have had a very strong working relationship. They are very responsive to the city's needs. Whenever we need a bus bench replaced or a new install, we simply email or call them and by that Friday it has been taken care of. I strongly recommend using this company for any and all of your bus bench needs.

Sincerely,

Jorge de la Nuez  
Transit Manager  
City of Hialeah



May 11th, 2011

**Re: Martin Outdoor Media Bus Bench Agreement**

To Whom It May Concern:

Please accept this letter as notice that as of this day, May 2<sup>nd</sup>, 2011, Martin Outdoor Media is in full compliance with the terms and conditions of their contract with the City of Opa-locka. Martin Outdoor Media is an excellent community partner and have provided exemplary service within the confines of their business with the City of Opa-locka.

Please feel free to contact Mr. Starex Smith at (305) 953-2821 with any questions or concerns regarding this matter.

Sincerely,

Starex Smith  
Assistant to the City Manager

(305) 953-2821 Office  
(305) 953-2871 Fax  
[ssmith@opalockafl.gov](mailto:ssmith@opalockafl.gov) Email



# Qualifications & Experience

## Qualifications of Key and Technical Personnel

### *THE INSITE MARTIN OUTDOOR TEAM IS COMMITTED TO CREATING A WORLD-CLASS STREET FURNITURE PROGRAM FOR THE CITY OF Dania Beach*

As will be seen from the resumes of Insite Martin Outdoor's key staff members, our company has unusual depth of managerial experience. We also have the ample and diverse skills that these projects require: from understanding and interpreting local conditions, working with communities, hiring the most suitable engineers, manufacturing know-how, vetting local contractors. In satisfying the requirements of this RFP, it is a considerable advantage that Insite Martin Outdoor is already established in a major way in Dania Beach. We have in-depth relationships with local advertisers; we have an understanding of the political culture. If awarded the bus bench contract, we will acquire a new office and warehouse space in Dania Beach and employ additional people. All these elements will be brought to bear in the fulfillment of a project that is not lacking in complexity.

#### **SCOTT MARTIN**

PRESIDENT, Insite Martin Outdoor  
1670 SW 106 TR - Davie, FL 33324

Scott attended Nova Southeastern University where his major areas of study were Advertising and Marketing. As president of InSite Martin Outdoor, he oversees the construction and placement of over 4,000 bus benches throughout Dade & Broward Counties. Scott delegates the ongoing maintenance program for the 4,000 bus benches mentioned above as well as the entire sales department which included a sales staff of fifteen account executives.

Scott is a partner with five separate outdoor advertising companies (InSite Martin Outdoor, Martin Outdoor Media, LLC, Sunshine State, Big Sky Outdoor, 20/20 Media) as a managing partner. In each sister company, Scott has been key in the acquisition of inventory and Municipal contracts. Scott's experience has enabled the Company to grow from one entity in Miami, FL operating 1,000 bus benches to three states, twenty-six municipalities, and over 2,600 advertising sites.

#### **TOM COMEAU**

VP OPERATIONS, Insite Martin Outdoor  
5036 Johnson ST - Hollywood, FL 33026

Tom has a Bachelors of Science in Business Administration - Finance degree from the University of Florida. Tom has partnered with five separate outdoor companies (InSite Martin Outdoor, Martin Outdoor Media, LLC, Sunshine State, Big Sky Outdoor, 20/20 Media) as Internal Operations Officer and managing partner. With each company, Tom has been key in the implementation of all internal processes, inventory management, sales, and office management. Tom's experience has enabled the Company to grow from one entity in Miami, FL operating 1,000 benches to 3 states, 26 municipalities, and over 2,600 advertising sites. He is committed to being the on-site general manager for this project.

#### **GLEN FLUTIE**

VP MARKETING, Insite Martin Outdoor  
5330 SW 14 ST - Plantation, FL 33317

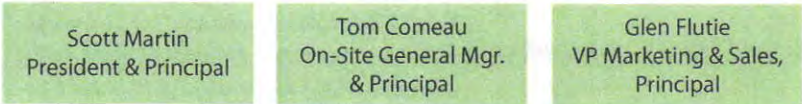
Since 1984, Glenn has provided and managed street furniture programs throughout South Florida and Georgia, during this period, along with related partners Glenn has overseen the installation of more than 800 Bus Stop Benches and 300 Bus Stop Shelters. Glenn will apply his broad knowledge of ADA requirements and installation expertise to ensure a safe and timely implementation of the installation schedule. In addition, Glenn's knowledge and understanding of the required permitting on a state and local level will greatly assist with the seamless transition from the current program to the new and improved Town of Davie Street Furniture Project.

# Qualifications & Experience

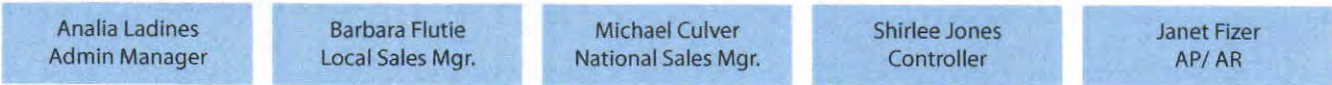
## Team Organization And Reporting Relationships

The organization chart depicted below lists key personnel that will be responsible for all aspects of the contract.

### Executive Team



### Management Team



### Support Team





# Conclusion

InSite Martin Outdoor, LLC trusts our proposal summarizes, our experience in successfully conducting similar operations in other municipalities, and clearly demonstrates our firm's credentials and abilities to service the City of Dania Beachs' needs at a level far superior than that of our competitors. This, along with the services outlined below that are provided by our firm makes Insite Martin Outdoor uniquely qualified and virtually the only entity with the ability to perform the requested services and provide all of the materials to ensure that this project is a success to the City of Dania Beach.

- Aggressive Revenue Package to the City of Dania Beach
- Partnering with the City by donating 10% of all unused advertising space to be used for upcoming city sponsored events and programs.
- Web based monitoring system, allows for 24 hours a day, 7days a week accountability and monitoring of all transit bench locations.
- Unblemished track record with no litigation.

On behalf of myself and the entire InSite Martin Outdoor team, we are firmly committed to this endeavor and as President of InSite Martin Outdoor, I will personally be the representative for this project. I wish to thank you again for the opportunity to continue to enjoy a professional relationship with the City of Dania Beach. Please do not hesitate to contact me for any additional information.


Sincerely,




Scott Martin  
President

## Past Failure to Complete

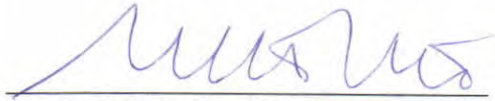
InSite Martin Outdoor, LLC has never, once been awarded a contract and failed to comply or adhere to all tenets of the agreement.

  
\_\_\_\_\_  
Scott Martin - President

  
\_\_\_\_\_  
Date

# Bankruptcy Statement

InSite Martin Outdoor, LLC has not declared bankruptcy in the last five (5) years.




Scott Martin - President



Date

# Insurance

Upon execution of the Contract, InSite Martin Outdoor will add the City of Dania Beach to it's current insurance policy (example below) to indemnify the City.


**SCOTTSDALE INSURANCE COMPANY \***  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**  
**SUPPLEMENTAL DECLARATIONS**

These Supplemental Declarations form a part of policy number: CLS1443943

LIMITS OF INSURANCE			
General Aggregate Limit (other than Products/Completed Operations)	\$	1,000,000.00	
Products/Completed Operations Aggregate Limit	\$	Excluded	
Personal and Advertising Injury Limit	\$	1,000,000.00	any one person or organization
Each Occurrence Limit	\$	1,000,000.00	
Damage to Premises Rented to You Limit	\$	50,000.00	any one premises
Medical Expense Limit	\$	5,000.00	any one person

DESCRIPTION OF BUSINESS			
Form of business: Corporation			
Business Description: Outdoor Advertising Sign Company			
Location of all premises you own, rent or occupy <b>See Form CL 170</b>			

CLASSIFICATION AND PREMIUM					
Classification	Code No	*Premium Basis	Rate Pri/Ops Prod/Comp Ops	Advance Premium Pri/Ops Prod/Comp Ops	
<b>See Form CL 170</b>				\$	\$

FORMS AND ENDORSEMENTS (other than applicable forms and endorsements shown elsewhere in the policy)	
Forms and endorsements applying to this Coverage Part and made part of this policy at time of issue. <b>See Attached Schedule of Endorsements</b>	

\*(a) Area, (c) Total Cost, (m) Admission, (p) Payroll, (s) Gross Sales, (u) Units, (o) Other

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMERCIAL LIABILITY DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED POLICY

CL 15-501 (8/01)



# Attachments - ATTACHED

June 14, 2012

**CITY OF DANIA BEACH  
RFP #12-013  
INSTALLATION AND MAINTENANCE OF BUS BENCHES,  
BUS SHELTERS OR BOTH**

**ADDENDUM 1**

*Question 1: In reading the RFP, there is no specific way as to how the City would like to see the revenue. And, since there is no real way to know how many benches and shelters can and will be installed, is it acceptable to have a per bench/shelter rate per month? (for example: per bench revenue to the City per month and per shelter revenue to the City per month.)*

Answer: Yes

*Question 2: Do I need to turn in Exhibit 6 "Performance Bond"? Please clarify.*

Answer: Bidders do not need to complete this form. This form will be used upon contract award.

EXHIBIT "FOUR"

CITY OF DANIA BEACH, FLORIDA

Sworn Statement Under Section §287.133(3)(a), Florida Statutes  
Florida Statutes on Public Entity Crimes

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid, Proposal or Contract No. 12-013
2. This sworn statement is submitted by: In Site Martin Outdoor LLC  
(name of entity submitting sworn statement)  
  
its business address is: 150 NW 70 Ave  
Plantation FL  
  
Federal Identification Number  
(FEIN) is: 45-261-2947  
(if applicable)  
  
Social Security Number: \_\_\_\_\_  
(if the entity has no FEIN, include the Social  
Security Number of the individual signing this  
sworn statement)  
  
3. My name is: Scott Martin  
(PRINT NAME of individual signing this document)  
  
and my relationship to the entity is: President  
(President, General Partner, etc. as applicable)
4. I understand that a "public entity crime" as defined in §287.133(1)(g), of the Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph §287.133(1)(b), of the Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to

charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as "No Contest").

6. I understand that an "affiliate" as defined in Paragraph §287.133(1)(a), of the Florida Statutes means:

- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
- (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph §287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies):

☒ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please, now indicate which additional statement below applies):

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

\_\_\_\_\_ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

Signed, sealed and delivered  
in the presence of:

Sharon Darrall  
Signature

Sharon Darrall  
PRINT Name

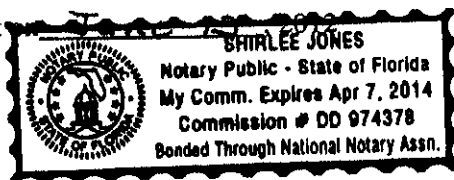
Tracy A. Moulton  
Witness

Tracy A. Moulton  
PRINT Name

[Signature]  
Signature  
PRESIDENT  
Title

STATE OF FLORIDA  
COUNTY OF Broward

Before me, the undersigned Notary Public, personally appeared Scott Martin who is/are personally known to me or who produced personally known as identification and such person(s) is/are the person(s) who executed the foregoing document for the purpose expressed in it.



Shirley Jones  
Notary Public,  
Shirley Jones  
PRINT Name of Notary Public

My Commission expires: 04-07-2014

EXHIBIT "FIVE"

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Broward

Scott Martin, being first duly sworn, deposes and says that:

1 He/She is the President of InSite Martin Outdoor, the Vendor that has submitted the attached Proposal.

2 He/She is fully informed with respect to the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.

3 Such Proposal is genuine and is not a collusive or sham Proposal.

4 Neither the Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor or person to submit a collusive or sham Proposal in connection with the Project for which the attached Proposal has been submitted; or to refrain from submitting a proposal in connection with such Project; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor or person to fix the price or prices in the attached Proposal or of any other Vendor, or to fix any overhead, profit or cost elements of the Proposal price or the Proposal price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Dania Beach, Florida, or any person interested in the proposed Project.

5 The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this Affiant.

[Signature]  
Signature of Affiant

Scott Martin  
Print Name of Affiant

President  
Title

Dated: 6/13/12, 2012



Employment, the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, et seq. and the Florida Building Code. The City reserves the right to confirm compliance by a Vendor with the various laws. Failure to comply with any laws will be grounds for termination of the Agreement.

- b) Payment shall be made to the City on a monthly basis.
- c) The successful Vendor shall not sell, assign or transfer any interest in the Agreement without the prior written consent of the City.
- d) The law of the State of Florida shall govern this Contract. The Contract is not subject to arbitration. The parties shall submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to the Contract. Venue of any action to enforce the Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with the Contract. The parties understand and agree that this waiver is a material contract term.
- e) All claims, counterclaims, disputes and other matters in question between City and Vendor arising out of, relating to or pertaining to the Contract, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts. In any litigation, the parties agree to each waive any trial by jury of any and all issues.
- f) All Proposals received from Vendors in response to this RFP will become the property of the City and will not be returned to the Vendor. In the event of an award, all documentation produced as part of the Agreement shall become the exclusive property of the City.

## **21.0 OTHER AGREEMENT REQUIREMENTS**

**21.1** The Vendor selected will enter into an Agreement with the City that will also contain various provisions including, but not limited to the following:

- a) Scope of services as defined within this RFP;

- b) Key personnel provision;
- c) The terms and conditions as outlined in this RFP.

*Scott Martin*  
Signature of Proposer

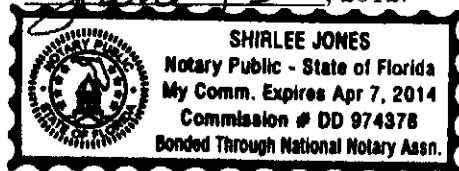
SCOTT MARTIN  
PRINT Name

President  
Title

STATE OF FLORIDA  
COUNTY OF Broward

I CERTIFY that on June 13, 2012, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Scott Martin, as the President on behalf of InSite Martin Outdoor, LLC, a Florida \_\_\_\_\_, who is personally known to me (or who produced personally known as identification), who executed the foregoing instrument and acknowledged before me that such person executed the same, and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid on June 13, 2012.



*Shirlee Jones*  
NOTARY PUBLIC, State of Florida

Shirlee Jones  
PRINT Name of Notary Public

My commission expires: 4-07-2014

**AGREEMENT  
BETWEEN THE CITY OF TAMARAC  
AND  
INSITE MARTIN OUTDOOR, LLC**

THIS AGREEMENT is entered into on \_\_\_\_\_, 20\_\_ between the CITY of Tamarac, a municipal corporation with principal offices located at 7525 NW 88<sup>th</sup> Avenue, Tamarac, Florida 33321 (CITY) and InSite Martin Outdoor, LLC, a Delaware Limited Liability Company that is registered to do business in Florida with principal offices located at 150 NW 70<sup>th</sup> Avenue, Suite 3, Plantation, Florida 33317 (CONTRACTOR) for the purpose of providing for Bus Bench Design, Construction, Installation and Maintenance for the CITY of Tamarac. The parties hereby agree to the following terms and conditions.

**CONTRACTOR**

1. In return for the right to provide Bus Bench Design, Construction, Installation and Maintenance of bus benches CONTRACTOR shall pay good and valuable consideration to CITY as detailed herein, CONTRACTOR shall comply with the terms and conditions within the CITY of Dania Beach, Florida Agreement with InSite Martin Outdoor, LLC dated December 31, 2012 attached hereto as Exhibit A (the "Dania Beach Contract"). All terms and conditions of the contract documents set forth in Exhibit A are incorporated herein as if set forth in full, except as modified by this Agreement or except as modified by requirements specific to the CITY of Tamarac as set forth in Exhibit B attached hereto and incorporated herein as if set forth in full.
2. Upon execution of this Agreement, all references made to the CITY of Dania Beach Florida with InSite Martin Outdoor, LLC dated December 31, 2012 in Exhibit A and Exhibit B shall be interpreted as pertaining to the CITY of Tamarac, and all terms and conditions of Exhibit A and Exhibit B shall be deemed as having been implemented for use within the CITY of Tamarac. It is understood that wherever the words "agency name" or "agency board name" appear, they shall be read as "CITY of Tamarac" and "CITY of Tamarac Commissioners". This Agreement shall NOT include the provision of Bus Shelters, and references to Bus Shelters in the Dania Beach Contract shall be deleted.
3. Term:  
  
The term of this Agreement shall be concurrent with the initial term set forth in Exhibit A, through December 31, 2014 effective on the date of approval of this Agreement. The CITY reserves the right to renew this Agreement for up to two (2) additional two (2) year terms for up to an additional four (4) years.
4. This Agreement, Exhibit A and Exhibit B constitute the entire agreement between the CITY and the CONTRACTOR. In the event of a conflict between these documents, this Agreement shall prevail, followed in precedence by this Agreement followed by Exhibit B and Exhibit A in that order.
5. Payment:  
  
In consideration of the right, privilege, and license to display advertising on transit bus benches throughout the CITY, CONTRACTOR agrees to pay CITY a guaranteed rate of \$20 per month per bench for 2013 and \$22 per month per bench for 2014.

In the event that CITY exercises the first renewal option, CONTRACTOR agrees to pay CITY a guaranteed rate of \$23 per month per bench for 2015 and \$24 per month per bench for 2016.

In the even that CITY exercises the second renewal option, CONTRACTOR agrees to pay CITY a guaranteed rate of \$25 per month per bench for 2017 and \$26 per month per bench for 2018.

CONTRACTOR shall remit payment to the CITY on an annual basis with first payment due August 1, 2013. CONTRACTOR shall submit a report with payment to the CITY's Director of Financial Services documenting basis of and verifying accuracy of payment. At a minimum, the report shall detail the ID number, location of bench and total number of benches placed as of August 1. If CONTRACTOR places additional benches after August 1, CONTRACTOR shall remit prorated payment to CITY with quarterly report per Exhibit B, Section 36.3

In the event CONTRACTOR fails to make the payment within 10 days of date due as hereinabove provided, CONTRACTOR shall pay an interest charge for each day, or a fraction thereof, that payment is late. An Interest Factor shall be based on the prime rate for the Chase Manhattan Bank, N.A. plus one percent (1%). Calculation will be illustrated as follows:

Prime rate + 1%/365 days = Daily Interest Rate,

DIRXDays Payment Late = Interest Charge (DIR)

Note: Regardless of the foregoing, the interest rate referred to in this section will comply with all applicable state laws. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

6. Insurance: In addition to the insurance requirements stated in Section 9 and 10 of the Dania Beach Contract, CONTRACTOR shall obtain at CONTRACTOR's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the CITY's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the CITY. CONTRACTOR shall maintain such insurance in full force and effect during the life of this Agreement. CONTRACTOR shall provide to the CITY's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The CONTRACTOR will ensure that all sub-CONTRACTORS comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement. All insurance carriers shall be rated at least A-VII per Best's Key Rating Guide and shall be licensed to do business in Florida. Policies shall be "Occurrence" form.
7. The following minimal insurance coverage shall be provided:
  - a. Worker's Compensation Insurance: The CONTRACTOR shall procure and maintain for the life of this Agreement, Workers' Compensation. Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all

applicable state and federal laws. This coverage must extend to any sub-CONTRACTOR that does not have their own Workers' Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the CITY of Tamarac, executed by the insurance company.

- b. Comprehensive General Liability: The CONTRACTOR shall procure and maintain, for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent CONTRACTORS' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.
- c. Business Automobile Liability: The CONTRACTOR shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance.
- d. The Minimum Limits of Coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.
- e. The CITY must be named as an additional insured for General Liability coverage unless Owners and Contractors' Protective Coverage is also provided, or required. Sixty (60) days written notice must be provided to the CITY via Certified Mail in the event of cancellation.
- f. The minimum limits of coverage shall be \$1,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. The CITY must be listed as an Additional Insured under the Policy. Sixty (60) days written notice must be provided to the CITY via Certified Mail in the event of cancellation.
- g. In the event that sub-CONTRACTORS used by the CONTRACTOR do not have insurance, or do not meet the insurance limits, CONTRACTOR shall indemnify and hold harmless the CITY for any claim in excess of the sub-Contractors' insurance coverage, arising out of negligent acts, errors or omissions of the sub-CONTRACTORS.
- h. CONTRACTOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CITY.
- i. CONTRACTOR shall indemnify and hold the CITY harmless for any damages resulting from failure of the CONTRACTOR to take out and maintain such insurance. CONTRACTOR's Liability Insurance policies shall be endorsed to add the CITY as an additional insured. CONTRACTOR shall be responsible for payment of all deductibles and self-insurance retentions on CONTRACTOR's Liability Insurance policies.

**8. Indemnification:**

- a. The CONTRACTOR shall indemnify and hold harmless the CITY, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the CONTRACTOR or its officers, employees, agents, sub-CONTRACTORS, or independent CONTRACTORS, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the CITY or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- b. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- c. The CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- d. The CITY and CONTRACTOR recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the CONTRACTOR and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the CITY and CONTRACTOR understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the CITY's and the CONTRACTOR's responsibility to indemnify.
- e. CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all reasonable costs and fees associated therewith shall be the responsibility of CONTRACTOR under the indemnification agreement.
- f. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

**9. Non-Discrimination & Equal Opportunity Employment:**

During the performance of the Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The CONTRACTOR will take affirmative action to ensure that



employees are treated during employment, without regard to their race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The CONTRACTOR further agrees that he/she will ensure that Sub-CONTRACTORS, if any, will be made aware of and will comply with this nondiscrimination clause.

**10. Independent CONTRACTOR:**

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent CONTRACTOR under this Agreement and not the CITY's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

**11. Assignment and Subcontracting:**

CONTRACTOR shall not transfer or assign the performance required by this Agreement without the prior consent of the CITY.

**12. Termination:**

This Agreement may be terminated by CITY or CONTRACTOR for cause or by the CITY for convenience, upon thirty (30) days of written notice by the terminating party to the other party for such termination in which event the CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against loss pertaining to this termination.

Default by CONTRACTOR: In addition to all other remedies available to the CITY, this Agreement shall be subject to cancellation by the CITY should the CONTRACTOR

neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

**13. Records Retention:**

In accordance with Florida statute, CONTRACTOR shall keep at a location within Broward County accurate and complete records and accounts of all advertising sales, expenses and other business being transacted under this contract throughout the term of the contract, including any options, terms, and for two (2) years following its expiration or cancellation including all extensions. The CONTRACTOR agrees to allow duly authorized agents of the CITY to access any books, documents, papers or records which are directly pertinent to the Agreement for the purposes of making audit examinations, excerpts, and transactions and to maintain all required records for one (1) year after the CITY's final payment and all other pending matters are closed.

**14. Venue:**

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

**15. No Construction Against Drafting Party:**

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

**16. Notice:**

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person; sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services or by messenger service, addressed to the party for whom it is intended at the following addresses.

CITY  
CITY Manager  
CITY of Tamarac  
7525 NW 88<sup>th</sup> Avenue  
Tamarac, FL 33321

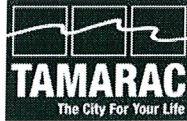
With a copy to CITY Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Blvd., Suite 200  
Fort Lauderdale, FL 33308

CONTRACTOR

InSite Martin Outdoor, LLC  
Attn: Mr. Scott Martin  
150 NW 70<sup>th</sup> Avenue, Suite 3  
Plantation, FL 33317

Remainder                      of                      Page                      Intentionally                      Blank



IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. City of Tamarac, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its President, duly authorized to execute same.

## CITY OF TAMARAC

\_\_\_\_\_  
Beth Talabisco, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Michael C. Cernech, City Manager

\_\_\_\_\_  
Patricia A. Teufel, CMC  
Interim City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form and legal sufficiency:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
**INSITE MARTIN OUTDOOR, LLC**

\_\_\_\_\_  
Company Name

*Shirlee Jones, Cont.*  
\_\_\_\_\_  
Signature of Corporate Secretary  
Controller

*[Signature]*  
\_\_\_\_\_  
Signature of President/Owner

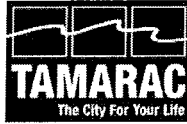
*Shirlee Jones*  
\_\_\_\_\_  
Type/Print Name of Corporate Secy.  
Controller

\_\_\_\_\_  
**Scott Martin**

\_\_\_\_\_  
Type/Print Name of President/Owner

(CORPORATE SEAL)

*6/26/13*  
\_\_\_\_\_  
Date



## CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA :

COUNTY OF Broward :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Scott Martin, President of InSite Martin Outdoor LLC, a Delaware Limited Liability Company, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 26 day of JUNE, 2013.



Tracy A. Moulton  
Signature of Notary Public

State of Florida at Large

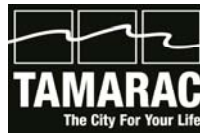
TRACY A. MOULTON  
Print, Type or Stamp

Name of Notary Public

☒ Personally known to me or  
☐ Produced Identification

Type of I.D. Produced

☒ DID take an oath, or  
☐ DID NOT take an oath.



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**EXHIBIT A**  
**DANIA BEACH CONTRACT (SEE NEXT PAGE)**



## **BUS BENCH AND BUS SHELTER ADVERTISING AGREEMENT**

THIS IS AN AGREEMENT (the "Agreement") entered into on DECEMBER 31, 2012, between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and InSite Martin Outdoor, LLC, a Delaware limited liability company registered to do business in Florida ("Martin") with an address of 150 NW 70<sup>th</sup> Avenue, Suite 3, Plantation, Florida 33317.

### **WITNESS**

The City has control of space for approximately thirty-five (35) bus benches and eight (8) bus shelters in various locations within its municipal boundaries (located outside of the Dania Beach Community Redevelopment Agency boundaries) for the convenience of its citizens.

The placement of bus benches and bus shelters within the City is a public service which fulfills a collateral public transportation need.

The maintenance of the City's bus benches and bus shelters contemplated by Martin involve a substantial investment by Martin over a period of years.

The City Commission of the City has determined that it is in the best interest of the City and its citizens to allow Martin to place bus benches and bus shelters within the City limits of the City and outside of the Community Redevelopment Agency's boundaries ("CRA Area"), in exchange for Martin's installation and maintenance of approximately thirty-five (35) bus benches and eight (8) bus shelters that are the subject of this Agreement. Martin will pay to the City, in advance, on the first day of each month, a fee in the amount of Twenty Dollars (\$20.00) per bench, per month for its installation of the bus benches, and a fee equal to Ten percent (10%) of collected advertising revenue from the prior month (not including reimbursement for production and installation) of the bus shelters.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained in this Agreement, the sufficiency and adequacy of which are acknowledged by the parties to the Agreement, the parties agree as follows:

1. Martin will furnish bus benches and shelters which will be constructed and maintained as referred to in the Scope of Services in attached Exhibit "One", which is made a part of and incorporated into this Agreement by this reference. Martin will also remove its bus benches that are located within the CRA Area, after written notice to do so is sent to Martin by City.

2. The City grants to Martin the right to display appropriate advertising and to install and maintain bus benches and bus shelters with advertising within the City, but outside of the CRA Area, for the use of the public, at locations approved by the City. A copy of the map referencing the CRA boundaries is attached as Exhibit "Two", which is made a part of and incorporated into this Agreement by this reference.

3. The style of the bus benches and bus shelters have been selected and approved by the City. Any and all costs associated with style and color of the bus benches and bus shelters shall be borne solely by Martin, and the City shall have no liability for such incurred costs. Martin shall not be permitted to erect, place or install any additional bus benches or bus shelters in the City without the prior written approval from the City.

4. At all times, Martin shall maintain the bus benches and bus shelters in a safe condition and shall make periodic inspections to ascertain that all benches and shelters are safe and in good condition. Martin shall maintain each bus bench and bus shelter in a good state of repair and appearance, and shall keep a ten foot (10') area surrounding each bench and bus shelter free of debris, high grass, weeds and rubbish. Martin shall also be responsible for maintaining associated trash receptacles in good condition throughout the life of this Agreement and any extension periods of it.

5. Martin shall be solely responsible for the installation and maintenance of the bus benches and bus shelters in good repair and condition at no cost to the City.

6. The term of this Agreement is for two (2) years, with an option to renew for two (2) additional two (2) year periods, which may be granted at the sole option of the City Commission. At the end of the initial or extended terms of the Agreement, the parties shall be released from the terms of the Agreement, unless a renewal option is granted in writing prior to the end of the Agreement period by the City. In the event that the Agreement is not renewed, Martin shall have a period of ninety (90) days to remove all bus benches and bus shelters to which it has title. In no event shall advertising be sold for placement upon the bus benches and bus shelters beyond any term authorized in this Agreement.

7. The City shall in no way be liable to Martin for any monies or compensation for the use of such benches or shelters at any location within the City, and the sole compensation to be derived by Martin, is that which may be derived from such advertising as will appear on such benches or shelters. Further, Martin shall in no way be liable to the City for any rentals, monies,

profits or returns derived from any of the bus bench advertising, nor shall Martin be made to account for any of the monies or other income that may be derived by Martin from such bus bench or bus shelter advertising. Additionally, Martin agrees to indemnify and hold the City harmless from any and all claims, including attorney fees and costs which might be made against Martin, the City, or both by any person, firm or corporation entering into any Agreement with Martin for advertising on such benches and shelters, as such indemnification is further described in this Agreement.

8. Martin agrees that the Florida Department of Transportation "Comfort and Convenience Benches-Uniform Guideline", as amended from time to time, shall be implemented as a part of this Agreement. A copy of the current "Comfort and Convenience Benches-Uniform Guideline" is attached as Exhibit "Three", which is made a part of and incorporated into this Agreement by this reference. If, however, any portion of that document conflicts with the provisions in this Agreement, the provisions of this Agreement shall prevail.

9. Martin shall not commence work under this Agreement until it has obtained all insurance required by the City, as specified below and the coverages and insurance have been approved by the Risk Manager of the City. In addition, Martin shall be responsible for any policy deductibles and self-insured retentions.

9.1 Martin shall file Certificates of Insurance with the City, reflecting evidence of the coverages. They shall be filed with the City's Risk Manager within ten (10) days of the date this Agreement is fully executed. The Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the City. Policies for coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than "A" in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide.

9.2 Coverages shall be in force during any and all terms of this Agreement. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of this Agreement, then in that event, Martin shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of this Agreement and any extension of it is in effect. MARTIN SHALL NOT PERFORM OR CONTINUE TO WORK PURSUANT TO THIS AGREEMENT UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT.

10. Martin shall provide, pay for and maintain in force at all times during the term of this Agreement, such insurance, including General Liability insurance, Workers' Compensation insurance and Comprehensive general liability insurance as stated below:

10.1. General Liability Insurance to include bodily injury, broad form property damage, products and completed operations, blanket contractual liability with limits of not less than one million dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate. City shall be named as an "additional insured" under this policy, and Martin shall provide a Certificate of Insurance evidencing coverage and named insured status on the policy to the City.

10.2. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of Martin and its employees.

Employer's Liability. Minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident.

10.3. Comprehensive General Liability insurance, including contractual, with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for bodily injury liability and property damage liability. The City shall be named as an "additional insured" under this policy, and Martin shall provide a Certificate of Insurance evidencing coverage and named insured status on the policy to the City.

10.4 Automobile Liability with minimum limit of Five Hundred Thousand Dollars (\$500,000.00) combined single limit.

10.5 If Martin hires a subcontractor for any portion of any work, then such subcontractor shall provide General Liability Insurance with minimum limits of liability of One Million Dollars (\$1,000,000.00).

10.6 Martin shall provide the Risk Manager of the City Certificates of Insurance for coverages and policies required by this Agreement. All certificates shall state that the City shall be given thirty (30) days' advance notice prior to expiration or cancellation of any policy. Such policies and coverages shall not be affected by any other policy of insurance which the City may carry in its own name. All Certificates of Insurance must clearly identify the Agreement to which they pertain, including a brief description of the subject matter of the Agreement.

11. In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit, or fee Martin will have to pay the City before or during the Work, items or services to be provided or the percentage method or unit method of all licenses, permits and fees required by the City and payable to the City by virtue of the Work, items or services as part of this Agreement are as follows:

11.1. Martin shall have and maintain during the term of this Agreement any and all appropriate City licenses, permits, fees (and business tax receipts, if applicable), which shall be paid in full in accordance with the City's fee structure for such items. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF CITY LICENSES, PERMITS, FEES (OR BUSINESS TAX RECEIPTS, IF APPLICABLE).

11.2 During the performance of this Agreement, there may be times when Martin will be required to obtain a City permit for such Work, or in connection with the items or services. It is the responsibility of Martin to insure that it has the appropriate City permits as may become necessary during the performance of this Agreement. Any fees related to the City required permits in connection with this Agreement will be the responsibility of Martin.

11.3 Licenses, permits, and fees that may be required by Broward County, state or federal entities are not included in the above list.

12. Martin shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of Martin, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable in the performance of the work;
- (b) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by Martin in the performance of the work;
- (c) liens, claims, actions made by Martin or other party performing the work;
- (d) claims of whatsoever nature related to collection practices or related to an attempt to collect monies due or claimed to be due to the City.

13. Martin shall remove and replace any bench or shelter for the purpose of repairing, renovating or replacing same after written notice from City. Martin shall remove, repair, renovate or replace the benches or shelters within a reasonable period of time not to exceed seventy-two (72) hours from the date of the notice. Any such removal, repair, renovation or replacement shall be at the sole expense of Martin. In the event the bench or shelter is not removed, repaired, renovated or replaced within such time, it shall be deemed abandoned and City shall have legal title and right to treat the bench or shelter in any manner it deems necessary, including but not limited to its removal, repair, renovation or replacement at Martin's expense. Although the City has the right to request a removal, the total number of authorized benches shall remain, as provided above.

14. City shall have the right to request removal or relocation of a bench or shelter if the continued maintenance of the item at the location concerned will obstruct traffic or create a hazard to public safety, welfare, convenience, or if the abutting property owner or tenant on the adjacent property can justify an objection in writing directed to City concerning the continued maintenance of the bus bench or shelter at that location.

15. Martin agrees to remove language, any design or advertising that the City in its sole and exclusive discretion, deems to be immoral, obscene, lascivious or unacceptable. It is further agreed that if the City and Martin disagree as to whether the objectionable language, design or advertising is immoral, obscene, lascivious or unacceptable, the judgment of the City



shall prevail, and Martin must abide by the City's demand for removal. In addition, Martin shall be prohibited from placing any advertising with respect to local political campaigns, whether the campaigns involve issues or offices, on any bus benches and/or bus shelters.

16. Martin agrees to remove any graffiti that may be placed on any bus benches and bus shelters within five (5) days of notification from the City.

17. There shall be no advertisement or sign on any bus bench or bus shelter that displays the words, "Stop", "Look", "Danger", or any other word, phrase, symbol or character that may interfere with, mislead, or distract pedestrians or vehicular traffic.

18. Any and all violations of this Agreement shall be brought to the attention of the parties to it by the party which charges such violations, and a notice in writing shall be directed to the one charged with the violation to cease such violation within ten (10) days from the receipt of the written notice. In the event this Agreement is cancelled because of a violation by Martin, Martin agrees to indemnify the City for any damages suffered by City as a result of it.

19. Neither party shall attempt to terminate or cancel this Agreement, whether by court action or otherwise, without having provided the other party with sixty (60) days' written notice of any alleged violation of it, together with a demand that such violation be cured within an allotted time as deemed reasonable by the City, taking into account the nature of the violation, except for matters addressed in paragraphs 21.1 and 21.2 below.

20. Notwithstanding anything contained in this Agreement, the City shall have the unilateral right to cancel and terminate this Agreement within ten (10) days of the City being advised that Martin has become insolvent by being unable to pay its debts when they become due and payable, by having the amount of its liabilities exceed the amount of its assets, if Martin commits an act of bankruptcy, makes a general assignment for the benefit of creditors, if there is filed by or against Martin a voluntary or involuntary petition in bankruptcy for the appointment of a receiver, or if Martin commences, under any law, an action related to bankruptcy, insolvency, reorganization or relief from debtors.

21. It is understood and agreed upon by and between the parties that the City may terminate or cancel this Agreement without penalty immediately upon reasonable notice to Martin and a reasonable opportunity to cure (which shall in no event be less than thirty (30) days) in the event Martin materially disregards the terms or conditions of this Agreement, or does not resolve complaints within thirty (30) days of receipt of notice of such complaint by

Martin. In the event of a termination under this Section 21, any money paid to City in advance shall be retained by City, and City shall incur no liability whatsoever to those who use Martin's services.

22. This Agreement shall not be assignable by Martin without the express written consent of the City. For the purpose of this paragraph, any sale or transfer of 51% of the shares or assets of Martin, whether voluntarily or by operation of law, shall be deemed an assignment.

23. In the event of a default, the defaulting party is responsible for all costs and expenses including, but not limited to reasonable attorney fees, including appellate fees, suffered by the non-defaulting party in conjunction with such action.

24. At the conclusion of the initial term of this Agreement (or at the conclusion of any extensions of it that may be agreed upon by the parties in writing), City shall have the sole and exclusive right to require Martin to remove all of the previously installed bus benches, bus shelters, or both from within the City.

25. Whenever any party desires to give notice to the other party, it must be given by written notice, sent by United States mail, certified, return receipt requested, addressed to the party for whom it is intended. The places for giving of the notice shall remain as set forth below until they shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, Martin and the City designate the following as the respective persons and places for giving of the notice:

As to City:	Robert Baldwin City Manager 100 West Dania Beach Boulevard Dania Beach, Florida 33004
-------------	--

As to City:	Thomas J. Ansbro, Esquire City Attorney 100 West Dania Beach Boulevard Dania Beach, Florida 33004
-------------	--

As to Martin:	InSite Martin Outdoor, LLC Attn: Scott Martin 150 NW 70 <sup>th</sup> Avenue, Suite 3 Plantation, Florida 33317
---------------	--

26. The City and Martin respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement.

27. Duties and obligations imposed by the Request for Proposal and Martin's Response to it and the rights and remedies available under them, shall be in addition to, and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law, or under this Agreement.

28. No action or failure to act by Martin shall constitute a waiver of a right or duty afforded it under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach under it, except as may be specifically agreed to in writing.

29. All claims, counterclaims, disputes and other matters in question between City and Martin arising out of, relating to or pertaining to this Agreement, the breach of it, the services of it, or the standard of performance required under it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute(s), the parties shall resort to such mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a state court of competent jurisdiction located in Broward County, Florida, the Federal District Court of the Southern District of Florida or appropriate appellate courts for such venue and jurisdiction. The law of the State of Florida shall govern this Agreement and it is not subject to arbitration. In any litigation, the parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material term of this Agreement.

30. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and is authorized to bind and obligate such party with respect to all provisions contained in this Agreement.

31. The City's Request for Proposal for bus benches and bus shelters and Martin's Response to it and any and all exhibits referred to in this Agreement form an essential part of this Agreement. All documents, if not physically attached, are treated as part of this Agreement and are incorporated into it by this reference. If there is any inconsistency between those documents and the terms of this Agreement, the terms of this Agreement shall prevail.

32. If any provision of this Agreement or application of it shall to any extent be held invalid or unenforceable, by any person or situation, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, and shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

33. This Agreement represents the entire and integrated Agreement between the City and Martin and supersedes all prior negotiations, representations or agreements, either written or oral.

34. Failure of the City to insist upon strict performance of any provision or condition of this Agreement, or to enforce any right contained in it, shall not be construed as a waiver or relinquishment for the future of any such provision, condition or right, but the same shall remain in full force and effect.


35. In the event there is a conflict between any of the terms in any of the Proposal documents, in any and all Exhibits and any terms of this Agreement, the terms of this Agreement shall prevail.

**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals effective the day and year first written above.

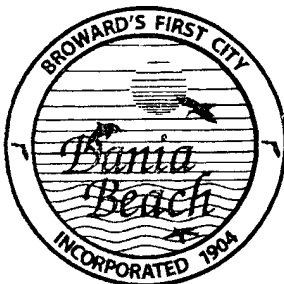
**CITY:**

ATTEST:

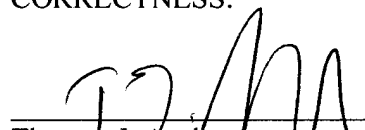
**CITY OF DANIA BEACH, FLORIDA,**  
**a Florida municipal corporation**

  
Louise Stilson, CMC  
City Clerk

  
Robert Baldwin  
City Manager



APPROVED AS TO FORM AND  
CORRECTNESS:

  
Thomas J. Ansbro  
City Attorney

CONTRACTOR:

WITNESSES:

INSITE MARTIN OUTDOOR, LLC  
a Delaware Limited Liability Company

Barbara Flutie

Signature

Barbara Flutie

PRINT Name

Sharon Darrell

Signature

Sharon Darrell

PRINT Name

[Signature]

Signature

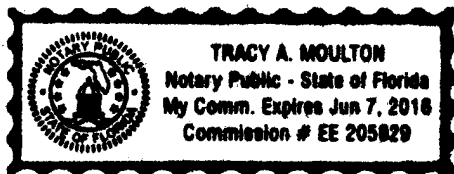
Scott Martin, pres

PRINT Name/Title

STATE OF FLORIDA )

COUNTY OF Broward )

The foregoing instrument was acknowledged before me on DEC 19, 2012,  
SCOTT MARTIN, as PRESIDENT of InSite Martin Outdoor, LLC, a  
Delaware Limited Liability Company, on behalf of the company. He/she is personally known to  
me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.



[Signature]

Notary Public

TRACY A. MOULTON

PRINT Name of Notary Public

My Commission Expires: 6-7-16

## **EXHIBIT "ONE"**

### **I. SCOPE OF SERVICES**

1. The Vendor, at no cost to the City, shall provide all required permits, labor, materials, equipment and services necessary for providing, installing, repairing and maintaining bus benches, bus shelters or both. Benches and shelters will be placed on public property or within the public right-of-way at locations approved by the City. Benches and shelters shall be constructed in full accordance with the latest edition of the Florida Building Code.
2. The City shall award a Contract for installation, repair and maintenance of bus benches, bus shelters or both.
3. The Vendor shall furnish and maintain public bus benches, bus shelters or both, at no cost to the City and will place such benches and shelters at locations approved in writing by the City and they shall be placed to achieve the maximum ridership and pedestrian safety and convenience.
4. All benches and shelters shall be constructed of first class materials. Vendor shall, at Vendor's expense, maintain all such benches and shelters in "like new" condition during the entire term of the Contract and the City shall have the right to inspect such benches and shelters periodically to determine their condition. Vendor shall replace or recondition to the satisfaction of the City any benches or shelters that the City determines are no longer in "like new" condition.
5. The Vendor shall be authorized to provide, install and maintain, at its sole cost and expense, high quality, expertly designed commercial advertising displays to be placed upon bus benches and shelters approved and designated by the City; however, advertising of liquor, tobacco or tobacco products, political matter, adult book stores, adult theaters, adult escort services and pornographic or obscene matters and any other subject deemed objectionable by City is prohibited. The determination of objectionable, obscene or pornographic advertising shall be the right of the City and its decision on these matters shall be final.
6. Any bus bench or bus shelter deemed to endanger life or property by the City Engineer and Chief Building Official shall be removed within one (1) day after notification is given by City to Vendor.
7. All bus benches and bus shelters shall be placed in accordance with the provisions of the Florida Administrative Code, Chapters 14-2- as amended and Florida Statutes, Section 337.407 and 337.408 as amended. In addition, the location of bus benches and bus shelters shall be subject to approval of the appropriate governmental agencies, including the City, Broward County Mass Transit Division, and the Florida Department of Transportation.



8. All bus benches and bus shelters shall meet the accessibility criteria for persons with disabilities as set out in federal, state and local law and regulations including but not limited to, Florida Statute Section 337.408 and 553.503, as amended. Vendor shall install accessible concrete sidewalk pathways from the roadway edge of pavement to the bus benches and bus shelters and from behind or beside the benches or shelters to an existing sidewalk abutting a right-of-way. All bus shelters shall contain a seating bench. All benches of any kind must provide raised dividers to discourage sleeping on any bench. The size of benches shall be approved in writing by the City. The Vendor shall be responsible for applying for and obtaining all necessary building permits and paying all fees for the bus benches and bus shelter structures. The Company, its qualifier or both, shall be responsible for requesting and passing all necessary inspections.

## **II. SPECIFICATIONS**

The City requires that the Vendor ensure that the bus benches and shelters meet or exceed the technical specifications described below.

### **GENERAL**

1. NO electrical power is to be provided to a bus shelter in any form. Power from a self-contained system such as solar panels is permitted.
2. Vendor shall be familiar with applicable planning, engineering, public works and electrical codes and comply with such codes at all times.
3. All liability related to operation, construction, installation and repair of transit shelters shall be the sole responsibility of the Vendor.
4. Shelters shall be illuminated at night from dusk until dawn, but shall not be illuminated in such a way as to be hazardous to passing vehicle operators.
5. Vendor shall obtain an annual premises permit for shelter repair and maintenance from the City's building department.
6. All shelters shall be identified by a separate number to be installed on the bench or shelter in an area mutually agreeable to the parties.
7. Shelters must be able to withstand the high winds and storms common to South Florida by meeting or exceeding the latest edition of the Florida Building Code.
8. Figures 1 through 4 depict the general characteristics of what the City envisions to be acceptable bus bench and bus shelter designs.

### **III. DESIGN QUALITIES**

#### **1. Benches (See attached Figure 1-Bus Bench)**

a. All benches shall have ventilated seating for the comfort of bus patrons and shall be constructed of top grade materials. Advertising benches shall have an integral back design with nominal dimensions of six (6) feet wide by two (2) feet deep. Shelter seating shall not have an integral back design and have nominal dimensions to fit the shelter design.

b. Benches shall be constructed of galvanized steel or other rust resistant material with durable, abrasion resistant, electrostatic paint surface coating.

c. Stainless steel connections shall be provided when securing to the concrete pad, and utilize cover plates. Hardware shall be tamper resistant.

d. Seating shall accommodate a minimum of three (3) persons.

e. All bus benches and all shelters shall contain a seating bench with dividers to discourage sleeping on such benches.

f. Benches shall have a trash receptacle of appropriate size containing the same characteristics as the bench design

#### **2. Bus Shelters -**

**(See attached Figure 2 - Bus Shelter; Figure 3 - City of Dania Beach Transit Shelter Program; and Figures 4-S2.01 and S2.02 - BCT Custom Pre-Fabricated Shelter-General Notes & Details Foundation Details)**

a. Overall appearance – conformity with scale and character of surrounding neighborhoods and environment. Shelter designs shall reflect a quality image for the City and compliment the architectural character of each neighborhood. Proposal shall define proposed architectural details and designs.

b. Detailing – roofline design, facial, framing and placement of ad panel.

c. Stainless steel connections shall be provided when securing to concrete pad, and utilize cover plates. Hardware shall be tamper resistant.

d. Integration of amenities into shelter design – seating placement, comfort, and transit information. Shelters must be designed to meet the current edition of the Florida Accessibility Code, the Florida Building Code, and the American with Disabilities Act Accessibility Guidelines (ADAAG); whichever is more stringent, as well as applicable state, county and municipal Codes, whichever is more stringent.

e. Shall have permanent wheelchair access which allows thirty (30) inch minimum clearance on the side or back of the shelter, and shall not obstruct wheelchair user boarding or alighting from an accessible vehicle. Placement of shelter and seating shall not interfere with the use of existing sidewalks.

f. Shall have a seating that accommodates a minimum of three (3) people.

g. Shall have a trash receptacle of appropriate size containing the same characteristics and quality as the shelter design.

h. Lighting/Appearance at Night: See-through visibility and patron safety.

i. Shall offer see-through visibility from at least three (3) directions.

j. Shall be illuminated at night from dusk until dawn by solar-powered means.

k. Shall not be so illuminated as to be hazardous to passing vehicle operators.

l. Photometric plans of proposed shelter lighting indicating the design luminance should be provided with the submittal. The minimum maintained lighting level within the shelter shall be suitable for night time activities.

m. Protection from wind and rain.

#### **IV. ADVERTISING PANEL**

##### **1. Benches**

a. The advertising display shall be displayed on the front side of the seatback integral to each installation.

b. The advertising display shall be no greater than six (6) feet wide by two (2) feet deep.

2. **Bus Shelter**

- a. Advertising is permissible only on the panel or kiosk panels of the shelter furthest from approaching traffic.
- b. The shelter shall be equipped to incorporate a standard size advertising panel with maximum dimensions of four (4) feet by six (6) feet height.
- c. The advertising panel shall be internally illuminated.

**V. PLACEMENT**

1. **Benches**

- a. All benches shall be installed parallel with the adjacent roadway and secured to the ground.
- b. A minimum of a six (6) foot setback from the adjacent roadway or edge of driveway shall be maintained. In curbed roads, a minimum of thirty six (36) inches setback from the back of curb shall be maintained.
- c. A minimum of three (3) foot sidewalk clearance shall be maintained.
- d. Benches shall not be located within twenty five (25) feet of the right of way intersection corner, fire hydrant, fire or police call box or any other emergency facility.
- e. No bench shall be placed in the median of a divided roadway.
- f. Only one (1) bench per bus stop will be allowed unless otherwise directed by the City.

2. **Shelters**

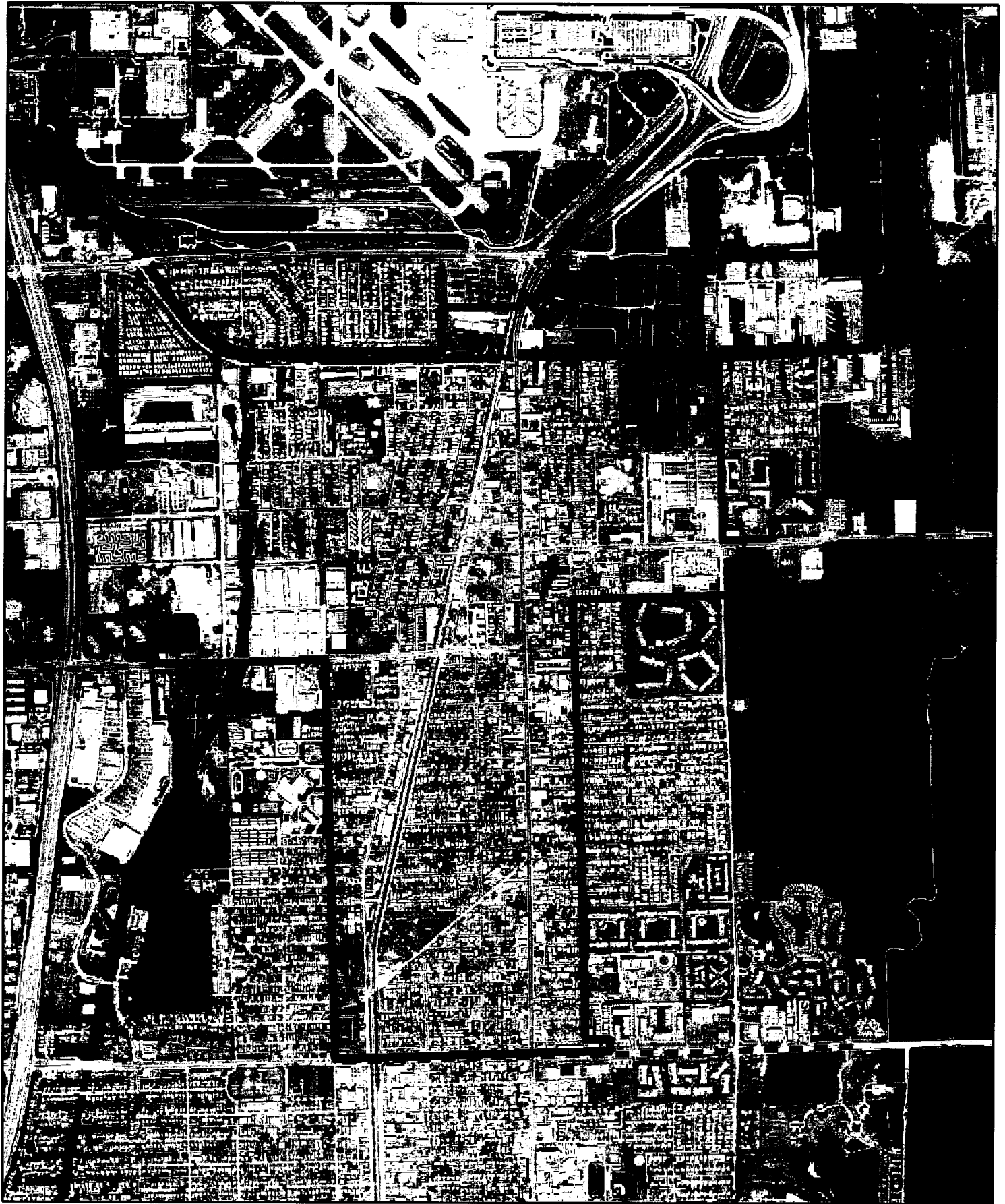
- a. All shelters shall be installed parallel with the adjacent roadway and secured to the ground.
- b. A minimum of a four (4) foot setback from the back of the adjacent curbed roadway or edge of driveway shall be maintained, with the exception that a minimum of thirty (30) inches from the face of the curb to the roof edge of the shelter overhang shall be maintained.
- c. A minimum of four (4) foot sidewalk clearance shall be maintained.

d. Shelters shall not be located within twenty-five (25) feet of the right of way intersection corner, fire hydrant, fire or police call box or any other emergency facility.

e. All shelters shall be installed parallel to the adjacent roadway.

f. No shelter shall be placed in the median of a divided roadway.

# CITY OF DANIA BEACH CRA BOUNDARY



## Legend

*Exhibit "Two"*

--- CITY OF DANIA BEACH  DANIA BEACH CRA BOUNDARY



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/19/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Sun State Insurance 623 Northlake Blvd North Palm Beach, FL 33408 Phone (561) 848-1886 Fax (561) 842-9996	<b>CONTACT NAME:</b> Diana <b>PHONE (A/C, No, Ext):</b> (561) 848-1886 <b>E-MAIL ADDRESS:</b> diana@sstins.net <b>FAX (A/C, No):</b> (561) 842-9996																					
<b>INSURED</b> InSite Martin Outdoor Lic. 150 NW 70th Ave #5 Plantation, FL 33317	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Scottsdale Insurance Company</td><td></td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Scottsdale Insurance Company		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		CPS1652193	10/09/2012	10/09/2013	EACH OCCURRENCE \$ 1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00						
	MED EXP (Any one person) \$ 5,000.00						
	PERSONAL & ADV INJURY \$ 1,000,000.00						
	GENERAL AGGREGATE \$ 2,000,000.00						
							PRODUCTS - COMP/OP AGG \$ 2,000,000.00
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED. <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder Is Listed as Additional Insured.

## CERTIFICATE HOLDER

## CANCELLATION

City of Dania Beach  
Attn: City Clerk  
100 W. Dania Beach Blvd.  
Hollywood, FL 33004-3643

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

Jeffrey L. Kuchel



**EXHIBIT B**

The following modifications to Exhibit A shall apply specifically to the CITY of Tamarac.

1. References to thirty-five (35) benches shall be replaced with the actual number of benches to be provided to the CITY of Tamarac, as mutually agreed upon by CITY and CONTRACTOR. Locations shall be provided by CITY to CONTRACTOR within thirty (30) days of award of this Agreement.
2. References to "Martin" in Exhibit A shall be changed to "CONTRACTOR".
3. All references to "Bus Shelters" shall be deleted from this Agreement.
4. Sections 9 and 10 of Exhibit A shall be deleted. (See Final Agreement Sections 6 & 7.)
5. Section 12 of Exhibit A shall be deleted. (See Final Agreement Section 8.)
6. Section 13 of Exhibit A. Please add the following language: "Additionally, CONTRACTOR shall repair or replace all structures or facilities on public or private property, which may have been damaged during construction, operation or removal of bus benches owned by the CONTRACTOR. The work shall include but not be limited to sidewalks, driveways, posts, poles, walls, fences, gates, footing, trees, shrubs, lawns, sprinklers, curbs, gutters, utilities (both overhead and underground), manholes, catch basins, inlets, parkways, parkway drains, street surfaces, and landscaping in the parkway areas. The work shall include furnishing and replacing planting soil, trees, shrubs, grass sod and other ground cover planting as required to conform to the original surface condition and cross-section as specified, and cleanup and removal of all surplus materials, rubbish and trash of every nature remaining after the construction has been completed. The CONTRACTOR further agrees to repair or replace public or private property in a manner acceptable to the CITY. All repairs and replacements shall incorporate materials and methods similar to those used in the original structure, unless otherwise specified. This section shall survive termination of the agreement."
7. Section 14 shall be amended as follows: CITY shall have the right to request removal or relocation of a bench ~~or shelter~~ in the event of a change in transit stops or other transportation system designations, changes in street design or rights-of-way or changes the CITY deems necessary if the continued maintenance of the item at the location concerned will obstruct traffic or create a hazard to public safety, welfare, convenience, ~~or~~ if the abutting property owner or tenant on the adjacent property can justify an objection in writing directed to CITY concerning the continued maintenance of the bus bench ~~or shelter~~ at that location, or changes in demographics which materially affect the pedestrian and vehicular traffic flow at or near bench established in connection herewith. In such

instances CONTRACTOR, at the CITY's written request, shall relocate a designated bench to another location mutually agreed to by the CITY and CONTRACTOR. The expense in connection with such relocation shall be borne by CONTRACTOR, and the CONTRACTOR shall act expeditiously in order to relocate such benches, and in the event that a change of street design or right-of-way location shall require the relocation of a bench, CONTRACTOR shall coordinate its work with the CONTRACTORS or other personnel performing labor in connection with the change of street design or right-of way location in order to accomplish the relocation expeditiously and without interference to the work in connection with the relocation of streets or right-of-way. CONTRACTOR shall not place, remove or relocate benches unless directed to do so in writing by the CITY.

In the event the proposed location or removal of the bench is on private property or on property owned by a governmental agency other than the CITY, CONTRACTOR shall provide written consent from the property owner or governmental agency for the location or removal of the bench on the property. Such written consent shall be submitted with CONTRACTOR's application for permission to install or remove the bench. The CITY agrees to cooperate with CONTRACTOR to help secure said written consent. In the event that a State Bench Permit is required the CITY shall submit all necessary paper work for said permit on CONTRACTOR's behalf. All costs associated with securing the state permit shall be borne by CONTRACTOR Further, CONTRACTOR shall be responsible for preparing all necessary paper work submitted by the CITY.

8. Section 15 – the last sentence shall be amended as follows: “In addition, CONTRACTOR shall be prohibited from placing any advertising with respect to local political campaigns, whether the campaigns involve issues or offices, ~~political campaigns, whether the campaigns involve issues or offices~~ tobacco, firearms, massage parlors, adult book stores, adult theaters, adult escort services and pornographic or obscene matters. The determination of objectionable, obscene advertising shall be the right of the CITY whose decisions on these matters shall be final. CONTRACTOR shall provide ten percent of the total number of installed bus benches, for its own non-commercial use on a “space available” basis throughout the CITY, where “space available” means any bus bench which does not have a current advertisement on it and is not slated to have an advertisement installed on it for the duration of the time that the CITY wishes to use the bus bench for its non-commercial purpose. The CITY shall be responsible for the costs of the advertisement, but shall not be responsible to pay CONTRACTOR for ad space on these bus benches.”
9. Delete Section 25 of Exhibit A. (See Final Agreement Section 17.)
10. Delete Section 29 of Exhibit A. (See Final Agreement Section
11. Add Section 36 to the Agreement titled “Miscellaneous Provisions” as follows:

36. Miscellaneous Provisions.

36.1 Bench Identification: Each bench shall be identified with a bench number, the name of the CONTRACTOR and an 800 or local telephone number.

36.2 Telephone Service: CONTRACTOR shall maintain an office in Broward or Miami-Dade County and shall provide the local supervising employee whom CITY may contact on a 24 hour basis.

36.3 Reports/Installation/Maintenance

The CONTRACTOR shall submit to the CITY a quarterly report within fifteen (15) days of the end of each contract quarter. Each report shall contain the following:

- a) The location and date of installation of benches installed during the prior quarter.
- b) The location and date of removal of benches removed during the prior quarter.
- c) A listing of all benches located within the CITY and their locations, at the end of the prior quarter.
- d) A record of all maintenance repairs performed including date, bench location(s) and type of work performed. All reports shall be sent to the CITY's Building Official. The form of the report to be developed by the CONTRACTOR is subject to the approval of the CITY. The CITY's approval shall not be unreasonably withheld.



## Title - TR12370 - Nuisance Abatement Assessment

Item No. 6 (f) on the Consent Agenda. (TR12370) A Resolution of the City Commission of the City of Tamarac, Florida, relating to the provision of Nuisance Abatement on Certain Real Properties by the City in accordance with Chapter 9, Division V of the City's Code of Ordinances; determining that Certain Real Property has been specially benefited by the City's Abatement of Nuisances thereon; directing the City Manager to prepare or direct the preparation of a preliminary Nuisance Abatement Assessment Roll; establishing a public hearing for the proposed levy of unpaid Nuisance Abatement Assessments on the annual tax bill and directing the provision of notice in connection therewith; providing for conflict; providing for severability; and providing for an effective date. - **Financial Services Director Mark Mason**

### **ATTACHMENTS:**

Name:

- 📎 [FY 14 Prelim Nuisance Abatement Assessment Memo 07 10 13.docx](#)
- 📎 [Nuisance Abatement Reso-Assessment final revisions 6-17-13.doc](#)

Description:

- TR#12370 Preliminary Nuisance Abatement Memo
- TR#12370 Nuisance Abatement Reso

**CITY OF TAMARAC**  
**INTEROFFICE MEMORANDUM**  
**FINANCIAL SERVICES DEPARTMENT**  
**MANAGEMENT AND BUDGET DIVISION**

**TO: Michael C. Cernech**  
**City Manager**

**DATE: June 21, 2013**

**FROM: Mark C. Mason**   
**Director of Financial Services**

**RE: FY 2014 Nuisance**  
**Abatement Special**  
**Assessments - TR#12370**

---

**Recommendation:**

Please place TR#12370 Nuisance Abatement Special Assessment on the agenda for July 10, 2013.

**Issue:**

On May 9, 2012, the City Commission adopted Ordinance No. 2012-10 providing for the home rule authority of the City to impose Special Assessments against Residential property within the City for costs expended in cleaning up a property that meet the definition of a Public Nuisance.

**Background:**

The City of Tamarac expends funds to abate public nuisances on a regular basis. The City generally recovers the funds expended by placing a lien on the property pursuant to Chapter 162 F.S.

On May 9, 2012, the City Commission adopted Ordinance No. 2012-10 providing for the home rule authority of the City to impose Special Assessments against Residential property within the City for costs expended in cleaning up a property that meet the definition of a Public Nuisance.

Between September 24, 2012 and April 3, 2013, the Code Enforcement Division of the Department of Community Development abated public nuisances twenty three times on 19 properties (four properties per abated twice) at a cost of \$7,713.50 of which two have been paid as of this date. City staff complied with the terms of conditions of the Ordinance, including all notices and collection efforts set forth therein.

This assessment is an equitable and efficient method of collecting the costs expended by the City of Tamarac to abate public nuisances on the property. This resolution constitutes the preliminary assessment resolution initiating the process for developing the Nuisance Abatement Special Assessment Roll and directs the imposition of a Nuisance Abatement Assessment, for the Fiscal Year beginning October 1, 2013.

In order to impose this Nuisance Abatement Special Assessment, the ordinance requires the City Commission to adopt an assessment resolution when fees are outstanding as of June 1 each fiscal year which occurs during its budget adoption process. The Resolution establishes and approves the assessment role for the upcoming fiscal year, with such amendments as the City Commission deems appropriate after hearing comments from all interested parties. Accordingly, an updated assessment roll must be made available for inspection by the public and a notice of public hearing must be published and mailed as required by the terms of the Ordinance providing notice to all interested persons of an opportunity to be heard. TR#12370 establishes these functions and sets the public

hearing date for September 12, 2013 at 5:05 p.m. in the City Commission Chambers and coincides with the first public hearing of the FY 2014 ~ FY 2015 Millage Rates and Budget.

The total amount of the assessment is \$8,601.61 and includes the Broward County Property Appraiser fee, the Tax Collector Fee, an administrative fee to develop the assessment, and a gross up for the discounts authorized by Florida Statutes when paid early.

**Fiscal Impact:**

This assessment sets individual fees against real property in the City for the cost of abating public nuisances by the City of Tamarac. The Nuisance Abatement Special Assessment will provide estimated gross revenue in the amount of \$8,601.61.

After approval of the final assessment resolution, the non-ad valorem assessment role will be certified and sent to the Tax Collector.

**RESOLUTION \_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, RELATING TO THE PROVISION OF NUISANCE ABATEMENT ON CERTAIN REAL PROPERTIES BY THE CITY IN ACCORDANCE WITH CHAPTER 9, DIVISION V OF THE CITY'S CODE OF ORDINANCES; DETERMINING THAT CERTAIN REAL PROPERTY HAS BEEN SPECIALLY BENEFITED BY THE CITY'S ABATEMENT OF NUISANCES THEREON; DIRECTING THE CITY MANAGER TO PREPARE OR DIRECT THE PREPARATION OF A PRELIMINARY NUISANCE ABATEMENT ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING FOR THE PROPOSED LEVY OF UNPAID NUISANCE ABATEMENT ASSESSMENTS ON THE ANNUAL TAX BILL AND DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AS FOLLOWS:**

**ARTICLE 1**

**DEFINITIONS AND CONSTRUCTION**

**SECTION 1.01. PURPOSE AND DEFINITIONS.** This resolution constitutes the Initial Nuisance Abatement Assessment Resolution in order to collect the Nuisance Abatement Special Assessment on the annual Property Tax Bill using the Uniform Assessment Collection Act. All capitalized words and terms shall have the meanings set forth in the Chapter 9, Division V of the City's Code of Ordinances (the "Ordinance"). As used in this resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

**"Abatement"** means the City's actions to reduce and/or eliminate a Nuisance on Assessed Properties.



**“Assessed Properties”** means those real properties within the City on which the City has abated nuisances pursuant to the Ordinance and who have been assessed the City’s costs of abating the nuisances on such property pursuant to the Ordinance.

**“Nuisance”** means those conditions on properties that are declared to be nuisances and menaces within the Ordinance and those conditions prohibited on real property by the Ordinance.

**“Ordinance”** means Ordinance 2012-10, adopted by the City Commission on May 9, 2012, as may be amended from time to time, and codified as Chapter 9, Division V of the City’s Code of Ordinances.

**“Uniform Assessment Collection Act”** means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

**SECTION 1.02. INTERPRETATION.** Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder” and similar terms refer to this resolution; and the term “hereafter” means after, and the term “heretofore” means before, the effective date of this resolution. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

**SECTION 1.03. LEGISLATIVE FINDINGS.** It is hereby ascertained, determined, and declared that:

(A) The general and legislative findings and declarations set forth in the Ordinance are incorporated and relied upon herein.

(B) Pursuant to Article VIII, Section 2(b) of the Florida Constitution, and Sections 166.021 and 166.041, Florida Statutes, the City Commission has all powers of local self-government to perform municipal functions and render municipal services except when prohibited by law and such power may be exercised by the enactment of City ordinances or resolutions.

(C) The City Commission may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the City Commission may legislate on any subject matter on which the Florida Legislature may act, except those subjects described in (a), (b), (c), and (d) of Section 166.021(3), Florida Statutes. The subject matter of paragraphs (a), (b), (c), and (d) of Section 166.021(3), Florida Statutes, are not relevant to the imposition of assessments related to Nuisance Abatements, facilities or programs.

(D) The special benefits of Nuisance Abatement services provided by the City to the Assessed Properties include, but are not limited to: (1) the alleviation of imminent public-health threats; (2) alleviating the accumulation of trash, junk and debris, the excess growth of grass, and any unsafe or unsanitary conditions; (3) removal of piles of debris and wood; and (4) addressing stagnant water on site, particularly in pools. These items, if not addressed and abated, reduce the value of the Assessed Property, increase liability risks to property owners, and are expenditures made by the City that the property owner ultimately is responsible for paying.

(E) The Abatement of Nuisances by the City is necessitated by the existence of Nuisances on the Assessed Properties. Accordingly, it is fair and reasonable to assess the Assessed Properties for the City's Actual Cost of Abatement on the Assessed Properties.

(F) The Nuisance Abatement Special Assessment authorized by the Ordinance and this Initial Assessment Resolution provide an equitable method of recovering the City's Actual Costs of Nuisance Abatement from Assessed Properties by fairly and reasonably allocating the Actual Cost of Nuisance Abatement to the Assessed Property on which the Nuisance was abated.

## **ARTICLE II**

### **NUISANCE ABATEMENT SPECIAL ASSESSMENT**

#### **SECTION 2.01. IMPOSITION AND COMPUTATION.**

(A) A Nuisance Abatement Special Assessment has been imposed on Assessed Properties pursuant to the Ordinance. The City has complied with the terms of conditions of the Ordinance, including all notices and collection efforts set forth therein. The City is using the Uniform Assessment Collection Act to collect the Nuisance Abatement Special Assessment on those properties for which the property owners have not paid the special assessment as required by the Ordinance.

(B) The Actual Cost shall be assessed against each Assessed Property within the City, which represents the special benefit accruing to such Assessed Property from the City's Abatement of Nuisances on the Assessed Property during the 2012-2013 Fiscal Year. The Special Assessment on each Assessed Property is set forth in Appendix "A" hereto.

**SECTION 2.03. NUISANCE ABATEMENT ASSESSMENT ROLL.** The City Manager is hereby directed to prepare, or direct the preparation of, the Nuisance Abatement Assessment Roll for the Nuisance Abatement Special Assessment, which will reflect the Actual Costs levied on the Assessed Properties within the City. A copy of this Initial Assessment Resolution and the Nuisance Abatement Assessment Roll shall be maintained on file in the Office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the Nuisance Abatement Assessment Roll be in printed form if the amount of the Nuisance Abatement Special Assessment for each Assessed Property can be determined by use of an available computer terminal.

**SECTION 2.04. METHOD OF COLLECTION**

All Nuisance Abatement Special Assessments identified in Appendix "A" hereto shall be collected using the Uniform Assessment Collection Act.

**ARTICLE III**

**NOTICE AND PUBLIC HEARING**

**SECTION 3.01. PUBLIC HEARING.** There is hereby established a public hearing to be held at 5:05 p.m. on September 12, 2013, at Tamarac City Hall, 7525 Northwest 88<sup>th</sup> Avenue, Tamarac, Florida 33321, to consider collection of the Nuisance Abatement Special Assessment on Assessed Properties pursuant to this Initial Resolution.

**SECTION 3.02. NOTICE BY PUBLICATION.** The City Manager, or his designee, shall publish a notice of the public hearing authorized by Section 3.01 hereof in the

manner and the time provided in the Ordinance. The published notice shall be in substantially the form attached hereto as Appendix B.

**SECTION 3.03. NOTICE BY MAIL.** The City Manager, or his designee, shall, at the time and in the manner specified in the Ordinance, provide mailed notice of the public hearing authorized by Section 3.01 hereof to each property owner of Assessed Properties at the address indicated on the Tax Roll.

#### **ARTICLE IV**

##### **GENERAL PROVISIONS**

**SECTION 4.01. SEVERABILITY.** If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

**SECTION 4.02. CONFLICT.** All resolutions or parts of resolutions on in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

**SECTION 4.03. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

*[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]*

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF  
TAMARAC, FLORIDA THIS \_\_\_\_ DAY OF JULY, 2013.**

CITY OF TAMARAC FLORIDA

\_\_\_\_\_  
BETH TALABISCO, MAYOR

ATTEST:

\_\_\_\_\_  
PATRICIA TEUFEL, CMC  
INTERIM CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR TALABISCO \_\_\_\_\_  
DIST 1: COMM. BUSHNELL \_\_\_\_\_  
DIST 2: COMM. ATKINS-GRAD \_\_\_\_\_  
DIST 3: COMM. GLASSER \_\_\_\_\_  
DIST 4: V/M. DRESSLER \_\_\_\_\_

I HEREBY CERTIFY THAT I HAVE  
APPROVED THIS RESOLUTION  
AS TO FORM

\_\_\_\_\_  
SAMUEL S. GOREN  
CITY ATTORNEY

## APPENDIX A

### NUISANCE ABATEMENT SPECIAL ASSESSMENT ASSESSED PROPERTIES

<u>Folio</u>	<u>Assessment</u>
494113111350	\$ 316.79
494217051760	\$ 370.56
494103190530	\$ 289.91
494103081031	\$ 289.91
494104460910	\$ 639.37
494103161000	\$ 289.91
494114030390	\$ 504.97
494104210430	\$ 397.44
494104310110	\$ 343.67
494103060460	\$ 289.91
494114030540	\$ 1,042.60
494104320010	\$ 1,113.57
494111080490	\$ 666.26
494103090830	\$ 289.91
494103060570	\$ 343.67
494106000204	\$ 1,042.60
494109070030	\$ 370.56



## **APPENDIX B**

### **FORM OF NOTICE TO BE PUBLISHED**

**To Be Published by August 23, 2013**

**[MAP OF CITY]**

**NOTICE OF HEARING TO IMPOSE AND  
PROVIDE FOR COLLECTION OF NON-AD VALOREM ASSESSMENTS  
FOR NUISANCE ABATEMENT**

Notice is hereby given that the City Commission of City of Tamarac, Florida ("City"), will conduct a public hearing to consider collecting Nuisance Abatement Special Assessments within the City of Tamarac, on the seventeen (17) Assessed Properties in the City as listed in the Initial Assessment Resolution, within the area of the City shown above.

The hearing will be held at 5:05 p.m. on September 12, 2013, in the City Commission Chambers of City Hall, 7525 Northwest 88th Avenue, Tamarac, Florida, 33321 for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's office at (954) 597-3505 at least 72 hours (3 days) prior to the date of the hearing.

The Nuisance Abatement Special Assessments have been imposed on seventeen (17) properties within the City whereon the City expended funds to abate nuisances. Those Property Owners have received notice of the Nuisance Abatement Special Assessment and have not paid

pursuant to the requirements of the City Ordinance 2012-10. As a result, the City is collecting the Nuisance Abatement Special Assessment on those seventeen (17) properties using the Tax Bill solely on properties within the City on which the City has abated nuisances and the Property Owners have not paid the special assessment for the City's work as required by the Ordinance. Those seventeen (17) Assessed Properties are assessed the City's Actual Costs as defined in the Ordinance for abating the nuisance.

A list of the Assessed Properties, as well as copies of the Initial Assessment Resolution and the Assessment Roll are available for inspection at the Office of the City Clerk, City Hall, 7525 Northwest 88th Avenue, Tamarac, Florida 33321.

The Nuisance Abatement Special Assessment on those seventeen (17) Assessed Properties will be collected on the ad valorem tax bill to be mailed in November 2013, as authorized by section 197.3632, Florida Statutes. Failure to pay the Nuisance Abatement Special Assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the City Finance Department at (954) 597-3550, Monday through Friday between 8:00 a.m. and 5:00 p.m.

**CITY CLERK  
OF TAMARAC, FLORIDA**



## Title - TR12369 - Stormwater Assessment

Item No, 6 (c) on the Consent Agenda. (TR12369) A Resolution of the City Commission of the City of Tamarac, Florida, relating to the provision of Stormwater Management provided by the City's Stormwater Utility; determining that certain real property will be specially benefited thereby; establishing and confirming the method of calculating the cost of Stormwater Management Service against the real property that will be specially benefited thereby; directing the City Manager to prepare or direct the preparation of a preliminary Stormwater Utility Management Fee Roll based upon the methodology set forth herein; establishing a public hearing for the proposed Stormwater Utility Management Fees and directing the provision of notice in connection therewith; providing for conflict; providing for severability; and providing for an effective date. - ***Financial Services Director Mark Mason***

### **ATTACHMENTS:**

Name:

- 📎 [FY 14 Prelim Stormwater Assessment Memo 07 10 13.docx](#)
- 📎 [Stormwater Initial Resolution 7-10-13 revised and Final.doc](#)

Description:

- FY14 Preliminary Stormwater Assessment Memo
- FY14 Stormwater Assessment Resolution

**CITY OF TAMARAC**  
**INTEROFFICE MEMORANDUM**  
**FINANCIAL SERVICES DEPARTMENT**  
**MANAGEMENT AND BUDGET DIVISION**

**TO: Michael C. Cernech**  
**City Manager**

**DATE: June 27, 2013**

**FROM: Mark C. Mason**   
**Director of Financial Services**

**RE: FY 2014 Stormwater Utility**  
**Management Fee Special**  
**Assessments - TR#12369**

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**Recommendation:**

The Financial Service Director recommends initiating the process of establishing the Assessment Roll and imposing Residential Solid Waste special assessments as put forth under TR#12369 for the provision of the Stormwater Utility Management Fee within the City of Tamarac for the Fiscal Year beginning October 1, 2013.

**Issue:**

On April 24, 2013, the City Commission adopted Ordinance No. 2013-05 providing for the home rule authority of the City to impose Stormwater Utility Management Fee Special Assessments against the assessed property within the City of Tamarac. The City currently bills the stormwater utility management fee via the water bill. TR#12369 describes the method of assessing the Stormwater Utility Management Fee costs against assessed property located within the City, directs the preparation of an assessment roll, authorizes a public hearing, and directs the provision of a notice for the public hearing.

**Background:**

On December 12 2012, the City Commission approved Resolution 2012-144 approving the use of the Uniform Method for the Levy and Collection of Non-Ad Valorem Special Assessments for the Stormwater Utility Management Fee for the fiscal year beginning October 1, 2013. On April 24, 2013, the City Commission adopted Ordinance No. 2013-05 providing for the home rule authority of the City to impose Stormwater Utility Management Fee Special Assessments against the assessed property within the City.

This assessment is an equitable and efficient method of allocating and collecting the Stormwater Utility Management Fee Assessed Cost among parcels of assessed property. This resolution constitutes the initial assessment resolution as defined in the Ordinance which initiates the process for developing the Stormwater Utility Management Fee Special Assessment Roll and directs the imposition of a Stormwater Utility Management Fee Assessment, for the Fiscal Year beginning October 1, 2013.

In order to impose this Stormwater Utility Management Fee special assessment, the ordinance requires the City Commission to adopt an annual rate resolution each fiscal year which occurs during its budget adoption process. The Resolution establishes the rate of assessment and approves the assessment role for the upcoming fiscal year, with such amendments as the City Commission deems appropriate after hearing comments of all interested parties. Accordingly, an updated assessment roll must be made available for inspection by the public and a notice of public hearing must be published and mailed as required by the terms of the Ordinance providing notice to all interested persons of an opportunity to be heard. TR#12369 establishes these functions and sets the public hearing date for September 12,

2013 at 5:05 p.m. in the City Commission Chambers and coincides with the first public hearing of the FY 2014 Millage Rates and Budget.

The proposed Fiscal Year 2014 Stormwater Utility Management Fee special assessment for residential type properties with a use code of 00 through 09 is \$110.33 per Equivalent Residential Unit (ERU) which is \$11.47 lower than the rate of \$121.80 for Fiscal Year 2013.

The proposed Fiscal Year 2014 Stormwater Utility Management Fee special assessment for non-residential improved properties with a use code of 10 through 99 is \$110.33 per Equivalent Residential Unit (ERU) which is \$11.47 lower than the rate of \$121.80 for Fiscal Year 2013.

The proposed Fiscal Year 2014 Stormwater Utility Management Fee special assessment for unimproved properties is \$179.14 per acre or portion thereof, which is \$18.62 lower than the rate of \$197.76 for Fiscal Year 2013.

**Fiscal Impact:**

This assessment sets the residential and non-residential property rates at \$110.33 per ERU and \$179.14 per acre or portion thereof for unimproved property. The stormwater utility management fee assessment will provide estimated gross revenue in the amount of \$5,343,579, net of the exempt buy-down of \$320,250., resulting in estimated net revenue of \$4,977,423 at 95% of the gross fees for stormwater utility management services. The 95% takes into account discounts, tax collector fees, and non-payments.

After approval of the final assessment resolution, the non-ad valorem assessment role will be certified and sent to the Tax Collector.

**RESOLUTION \_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT PROVIDED BY THE CITY'S STORMWATER UTILITY; DETERMINING THAT CERTAIN REAL PROPERTY WILL BE SPECIALLY BENEFITED THEREBY; ESTABLISHING AND CONFIRMING THE METHOD OF CALCULATING THE COST OF STORMWATER MANAGEMENT SERVICE AGAINST THE REAL PROPERTY THAT WILL BE SPECIALLY BENEFITED THEREBY; DIRECTING THE CITY MANAGER TO PREPARE OR DIRECT THE PREPARATION OF A PRELIMINARY STORMWATER UTILITY MANAGEMENT FEE ROLL BASED UPON THE METHODOLOGY SET FORTH HEREIN; ESTABLISHING A PUBLIC HEARING FOR THE PROPOSED STORMWATER UTILITY MANAGEMENT FEES AND DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AS FOLLOWS:**

**ARTICLE 1**

**DEFINITIONS AND CONSTRUCTION**

**SECTION 1.01. PURPOSE AND DEFINITIONS.** This resolution constitutes the Initial Fee Resolution for the levy of the annual Stormwater Utility Management Fee and collection using the Uniform Assessment Collection Act, as defined in the Ordinance. All capitalized words and terms have the meaning as set forth in the Ordinance. As used in this resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

**“ERU Value”**, the City has computed an “ERU Value” of 1830 square feet, which shall be used to calculate the number of ERUs attributable to each Tax Parcel.



**“Ordinance”** means Ordinance 2013-05, adopted by the Commission on April 24, 2013, as may be amended from time to time and as codified in Chapter 22 of the City’s Code of Ordinances.

**SECTION 1.02. INTERPRETATION.** Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder” and similar terms refer to this resolution; and the term “hereafter” means after, and the term “heretofore” means before, the effective date of this resolution. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

**SECTION 1.03. LEGISLATIVE FINDINGS.** It is hereby ascertained, determined, and declared that:

(A) The general and legislative findings set forth in the Ordinance, codified in Section 22-259, are incorporated and relied upon herein.

(B) The special benefits provided by the Stormwater Management Services to all Assessed Property located within the Stormwater Service Area (the same area as the Stormwater Improvement Area) include, but are not limited to: (1) the provision of Stormwater Management Services and the availability and use of facilities and improvements by the owners and occupants of Assessed Property to properly and safely detain, retain, convey, and treat Stormwater discharged from Assessed Property; (2) stabilization of or the increase of Developed Property values; (3) increase safety and better access to Assessed Property; (4) improved appearance; (5) rendering Developed Property more adaptable to a current or reasonably foreseeable uses; (6)

alleviation of the burdens caused by Stormwater runoff and accumulation attendant with the use of Assessed Property; and (7) fostering the enhancement of environmentally responsible use and enjoyment of the natural resources within the Stormwater Area.

(C) The City's Stormwater Management Services are necessitated by the existence of Impervious Area and the use by Assessed Properties of the City's Stormwater Utility Management System. Undeveloped Property has minimal Impervious Area, but utilizes the City's Stormwater Utility Management System. As a result, the Ordinance provides for a charge per acre for Undeveloped Properties. At the same time, the City's methodology is based upon ERUs being assigned to Assessed Properties. Having multiple methodologies creates the potential of additional work and expense in creating the Assessment Roll, and in coordinating with the Broward County Property Appraisers. The per acre Stormwater Utility Management Fee for Undeveloped Property can be calculated by using a formula based upon ERUs, permitting the City to use a single methodology to calculate the Stormwater Utility Management Fee. As a result, it is fair and reasonable to calculate the per acre Stormwater Utility Management Fee for Undeveloped Properties by multiplying a factor by the ERU Value.

(D) Pervious portions of properties used as golf courses do not utilize the City's Stormwater Management System; rather, they contain no impervious space and contain their own stormwater. As a result, it is fair and reasonable not to impose a Stormwater Utility Management Fee upon the pervious portions of those parcels of property used as golf courses.

(D) The Stormwater Utility Management Fees authorized by the Ordinance and this Initial Fee Resolution provide an equitable method of funding the Stormwater Service Cost

attributed to Assessed Property by fairly and reasonably allocating the Stormwater Service Cost to specially benefited Assessed Property. Assessed Property is classified on the basis of the Stormwater burden expected to be generated by the physical characteristics and use of such property.

(E) Any shortfall in the expected proceeds from the Stormwater Utility Management Fee due to any reduction or exemption from payment of the Stormwater Utility Management Fee required by law or authorized by the City Commission shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Stormwater Utility Management Fee collected through the Uniform Assessment Collection Act. In the event a court of competent jurisdiction determines any exemption or reduction by the City Commission is improper or otherwise adversely affects the validity of the Stormwater Utility Management Fee imposed for this Fiscal Year, the sole and exclusive remedy shall be the imposition of a Stormwater Utility Management Fee upon each affected Tax Parcel in the amount of the Stormwater Utility Management Fee that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel.

## **ARTICLE II**

### **STORMWATER UTILITY MANAGEMENT FEES**

#### **SECTION 2.01. STORMWATER SERVICE AREA.**

(A) The City Commission hereby establishes the entire incorporated area of the City of Tamarac as the Stormwater Service Area/Stormwater Improvement Area (collectively, the Stormwater Service Area.)

(B) The Stormwater Utility shall provide Stormwater Management Services to all Assessed Property within the Stormwater Service Area. All or any portion of the Stormwater Service Cost may be funded from the proceeds of the Stormwater Utility Management Fees.

(C) The Stormwater Utility may also acquire and construct capital facilities to assist and facilitate the provision of Stormwater Management Services within the Stormwater Service Area.

**SECTION 2.02. IMPOSITION AND COMPUTATION.**

(A) A Stormwater Utility Management Fee shall be imposed against all Assessed Property within the Stormwater Service Area. The Stormwater Service Cost shall be assessed against all Tax Parcels of Assessed Property within the Stormwater Service Area at a rate of assessment based upon the special benefit accruing to such Assessed Property from the City's provision of Stormwater Management Services, measured by the number of ERUs attributable to each Tax Parcel.

(B) The Stormwater Utility Management Fee will be computed for each Tax Parcel of Developed Property located within the Stormwater Service Area by multiplying the number of ERUs attributable thereto by \$110.33 annually.

(C) For each parcel of Undeveloped Property, the Stormwater Utility Management Fee shall be 1.6237 ERUs per acre or portion thereof.

(D) The City Commission hereby finds that the rate per ERU of \$110.33 for Developed Property and 1.6237 ERUs per acre or portion thereof for Undeveloped Property ensures that the aggregate Stormwater Utility Management Fee within the Stormwater Service

Area does not exceed the Stormwater Service Cost for the Stormwater Utility for the Fiscal Year beginning on October 1, 2013.

(E) The total Stormwater Service Cost to be funded by the Stormwater Utility Management Fees hereby shall be \$5,343,579.

(F) Any state law requirements for exemptions, including without limitation, condominium and HOA common areas, shall apply to the Stormwater Utility Management Fee.

**SECTION 2.03. STORMWATER UTILITY MANAGEMENT FEE ROLL.**

The City Manager is hereby directed to prepare, or direct the preparation of, the updated Stormwater Utility Management Fee Roll for the Stormwater Utility Management Fee in the manner provided in the Ordinance. A copy of this Initial Assessment Resolution and the Stormwater Utility Management Fee Roll for the Stormwater Utility Management Fee shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the Stormwater Utility Management Fee Roll be in printed form if the amount of the Stormwater Utility Management Fee for each Tax Parcel can be determined by use of an available computer terminal.

**SECTION 2.04. METHOD OF COLLECTION**

(A) The Stormwater Utility Management Fee levied on all Assessed Property on the Stormwater Utility Management Fee Roll will be collected using the Uniform Assessment Collection Act.

(B) The City may bill the Stormwater Utility Management Fee on Assessed Properties for which the Uniform Assessment Collection Act does not apply by any other legally available means.

### **ARTICLE III**

#### **DETERMINATION OF ERUs**

**SECTION 3.01. CLASSIFICATION OF TAX PARCELS.** Each Tax Parcel located within the Stormwater Service Area shall be assigned to one of the following classifications set forth in Section 22-253(a): Residential Property, Non-residential Property, or Undeveloped Property.

#### **SECTION 3.02. RESIDENTIAL PROPERTY PARCELS.**

(A) The Commission hereby finds and determines as follows:

(1) The cost of measuring or verifying the Impervious Area for each individual Residential Property greatly exceeds any benefit to be derived from individual measurement and verification.

(2) Through a statistically valid sampling procedure, including review of City data and the ad valorem tax roll information for residential properties within the City, it has been determined that the average Residential Property within the Stormwater Service Area contains 1,830 square feet of Impervious Area.

(B) The City has determined that all Residential Properties within the Stormwater Service Area are likely to have a similar impact on the Stormwater system; therefore, it is fair and reasonable to assign one (1) ERU to each Residential Property.

**SECTION 3.03. NON-RESIDENTIAL PROPERTY PARCELS.**

For Non-Residential Property, the impervious area of the property is the determining factor as to the calculation of the Stormwater Management Utility Fee. The Fee for Non-Residential Property shall be calculated using the formula set forth in Section 22-254 of the City's Code of Ordinances.

**SECTION 3.04. UNDEVELOPED PROPERTY PARCELS.**

The Stormwater Management Utility Fee for Undeveloped Property shall be a set rate based upon acreage, as described in Section 22-254 of the City's Code of Ordinances.

**ARTICLE IV**

**NOTICE AND PUBLIC HEARING**

**SECTION 4.01. PUBLIC HEARING.** There is hereby established a public hearing to be held at 5:05 p.m. on September 12, 2013, at Tamarac City Hall, 7525 Northwest 88<sup>th</sup> Avenue, Tamarac, Florida 33321, to consider imposition of the Stormwater Utility Management Fees and their collection pursuant to this Initial Fee Resolution.

**SECTION 4.02. NOTICE BY PUBLICATION.** The City Manager, or his designee, shall publish a notice of the public hearing authorized by Section 4.01 hereof in the manner and the time provided in the Ordinance. The published notice shall be in substantially the form attached hereto as Appendix A.

**SECTION 4.03. NOTICE BY MAIL.** The City Manager, or his designee, shall, at the time and in the manner specified in the Ordinance, provide mailed notice of the public



hearing authorized by Section 4.01 hereof to each property owner proposed to be assessed at the address indicated on the Tax Roll.

## **ARTICLE V**

### **GENERAL PROVISIONS**

#### **SECTION 5.01. ADJUSTMENT OF ERUs**

(A) As authorized by Section 22-266 of the Ordinance, petitions for review of the number of ERUs attributed to any Tax Parcel shall be submitted to the City's Utility Director, who shall have authority to correct any errors made in applying the provisions of this Initial Fee Resolution to the Tax Parcel. The following procedures shall apply to all petitions.

(1) Each petition shall be made in writing to the City's Utility Director by the owner of the Tax Parcel or such owner's authorized agent, setting forth, in detail, the grounds upon which adjustment is sought.

(2) The petition must be filed with the City's Utility Director within thirty (30) days of the receipt of the mailed notice and shall be reviewed by the City's Utility Director, or his designee within thirty (30) days of the date of receipt by the City. The petitioner may be required, at petitioner's own cost, to provide supplemental information to the City's Utility Director including, but not limited to, survey data approved by a professional land surveyor and/or engineering reports approved by a professional engineer. Failure to provide such information may result in the denial of the petition.

(3) The City's Utility Director shall provide a response in writing, and his determination shall be final.

(4) The filing of a petition shall not extend the time for payment of any Stormwater Utility Management Fee. If the number of ERUs is adjusted for any Tax Parcel, the Stormwater Utility Management Fee shall be corrected by the City in accordance with the Ordinance. If the Stormwater Utility Management Fee has been paid prior to adjustment of the number of ERUs, the City shall refund the amount by which the Stormwater Utility Management Fee has been reduced, adjusted for any early payment discount taken by the owner.

(5) The City Manager, or his designee, may initiate adjustments to the number of ERUs attributed to any Tax Parcel. If the number of ERUs is reduced for any Tax Parcel, the Stormwater Utility Management Fee shall be corrected in accordance with the Ordinance. In such event, if the Stormwater Utility Management Fee has been paid prior to adjustment of the number of ERUs, the City shall refund the amount by which the Stormwater Utility Management Fee has been reduced. If the number of ERUs is increased for any Tax Parcel, the adjustment shall become effective for Stormwater Utility Management Fees in subsequent Fiscal Years.

**SECTION 5.02. SEVERABILITY.** If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

**SECTION 5.03. CONFLICT.** All resolutions or parts of resolutions on in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

**SECTION 5.04. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF  
TAMARAC, FLORIDA THIS \_\_\_\_ DAY OF JULY, 2013.**

CITY OF TAMARAC FLORIDA

\_\_\_\_\_  
BETH TALABISCO, MAYOR

ATTEST:

\_\_\_\_\_  
PATRICIA TEUFEL, CMC  
INTERIM CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR TALABISCO \_\_\_\_\_  
DIST 1: COMM. BUSHNELL \_\_\_\_\_  
DIST 2: COMM. ATKINS-GRAD \_\_\_\_\_  
DIST 3: COMM. GLASSER \_\_\_\_\_  
DIST 4: V/M. DRESSLER \_\_\_\_\_

I HEREBY CERTIFY THAT I HAVE  
APPROVED THIS RESOLUTION  
AS TO FORM

\_\_\_\_\_  
SAMUEL S. GOREN  
CITY ATTORNEY

## **APPENDIX A**

### **FORM OF NOTICE TO BE PUBLISHED**

**To Be Published by August 23, 2013**

**[MAP OF STORMWATER SERVICE AREA]**

**NOTICE OF HEARING TO IMPOSE AND  
PROVIDE FOR COLLECTION OF STORMWATER UTILITY MANAGEMENT FEES  
ON TAX BILL**

Notice is hereby given that the City Commission of City of Tamarac, Florida ("City"), will conduct a public hearing to consider imposing Stormwater Utility Management Fees within the City of Tamarac, as shown above, and collecting such on the annual Property Tax Bills.

The hearing will be held at 5:05 p.m. on September 12, 2013, in the City Commission Chambers of City Hall, 7525 Northwest 88th Avenue, Tamarac, Florida, 33321 for the purpose of receiving public comment on the proposed Stormwater Utility Management Fees. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's office at (954) 597-3505 at least 72 hours (3 days) prior to the date of the hearing.

The Stormwater Utility Management Fees have been proposed to fund the City's cost to provide Stormwater Management Service within the City of Tamarac, as shown above. The Stormwater Utility Management Fees are based upon the estimated amount of stormwater runoff generated by impervious surface on the property. Impervious surfaces include the rooftop,

patios, driveways, parking lots, and similar areas. The City has determined that the average Residential Property in the Stormwater Service Area includes 1,830 square feet of impervious surface, which is defined as the “Equivalent Stormwater Unit” or “ERU Value.” The annual Stormwater Utility Management Fee rate for the Fiscal Year beginning October 1, 2013, will be \$110.33 for each ERU. Each residential property in the City will be charged for one ERU, which is \$110.33 for the Fiscal Year beginning October 1, 2013.

Generally, the number of ERUs was calculated for each parcel of Nonresidential Property by dividing the impervious surface area by the ERU value of 1,830 square feet. For Undeveloped Property, the amount of Stormwater Utility Management Fee shall be 1.6237 ERUs per acre or portion thereof. A more specific description is set forth in Chapter 22 of the City’s Code of Ordinances, and the Initial Fee Resolution adopted by the City Commission on July 10, 2013. Copies of the Ordinance, the Initial Fee Resolution and the Stormwater Management Utility Fee Roll are available for inspection at the Office of the City Clerk, City Hall, 7525 Northwest 88th Avenue, Tamarac, Florida 33321.

The Stormwater Management Utility Fees will be collected on the ad valorem tax bill to be mailed in November 2013, as authorized by section 197.3632, Florida Statutes. Failure to pay the Stormwater Management Utility Fees will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the City Finance Department at (954) 597-3550, Monday through Friday between 8:00 a.m. and 5:00 p.m.

**CITY CLERK  
OF TAMARAC, FLORIDA**