MIRAMAR

BEAUTY AND PROGRESS
EST 1955

REGULAR

CITY COMMISSION MEETING

CITY OF MIRAMAR

◆ AGENDA ◆

Wednesday
March 23, 2016
7:00 p.m.

ELECTED OFFICIALS

Mayor Wayne M. Messam
Vice Mayor Darline B. Riggs
Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne

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CITY OF MIRAMAR
WELCOME TO YOUR CITY COMMISSION MEETING

We are pleased that you have demonstrated an interest in the City of Miramar by attending a City Commission Meeting. We hope you will attend more of these meetings in the future.

GENERAL INFORMATION: The City of Miramar is a municipality chartered by the State of Florida operating under the "City Council - City Manager Plan." The City Commission is comprised of four members and the Mayor selected by the residents of Miramar to serve as the City's governing body. It is responsible for adopting policies of the City, passing ordinances, adopting resolutions and approving budgets. A City Manager is appointed by the City Commission to serve as the administrative head of the municipal government and provides recommendations to the City Commission on policy issues.

The City Commission Meeting is a formal meeting of the members of the Commission to transact City business. This business is conducted in a manner prescribed by resolution, laws and regulations which require certain formal actions and the following of specific procedures.

The **AGENDA** is a printed document that lists the order of business for the Commission Meeting. The public is encouraged to contact the Mayor or any City Commissioner prior to a Commission Meeting to express their views on items appearing on the Agenda.

* All cell phones and other electronic devices must be turned off prior to entering the Commission Chambers.

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.

GENERAL RULES AND PROCEDURES FOR PUBLIC PARTICIPATION AT CITY COMMISSION MEETINGS:

Who May Speak - Any individual who wishes to address the City Commission may do so providing it is accomplished in an orderly manner and in accordance with the procedures outlined below.

1. Speaking on items on the Agenda - Individuals wishing to speak on matters that appear on the Agenda need only to raise their hand to be recognized by the Mayor. Discussion at Special Meetings is limited to the items referred to on the Agenda for such Special Meetings.
2. Other Business Items - These are items placed on the Agenda by the Mayor or a Commissioner and either are requests for the preparation of future legislation or are requests for possible direction to the Administration.
3. Speaking on items not on the Agenda - Public Participation - Any individual may speak on any subject pertinent to the City at the second regularly scheduled meeting of each month. Individuals must sign in with the City Clerk prior to the meeting. The Mayor will recognize those persons who signed in, under the agenda item "Public Participation".
4. Addressing Commission, Manner & Time - Public discussion during all items is limited to three minutes maximum per person, however, the Mayor at his/her discretion may allow more time. Each person who addresses the Commission shall step up to the speaker's podium and shall give his/her name and address.

The above represents a summarization of the Commission Procedures Resolution. Copies of this resolution are available from the City Clerk's Office. Any person requiring auxiliary aids and services at this meeting may call the City Clerk's Office at 954-602-3011 at least two calendar days prior to the meeting.

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/she will need a record of the proceedings and for such purpose may need to insure that a verbatim recording of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

CITY OF MIRAMAR
REGULAR COMMISSION MEETING
Wednesday, March 23, 2016

CALL TO ORDER:

ROLL CALL/ANNOUNCEMENTS:

PLEDGE OF ALLEGIANCE:

PRESENTATIONS:

Presentation: Legislative Update *(House Representative Shevrin Jones)*

Presentation: Flamingo Road Reclaim Water & Amphitheater Projects Funding. *(House Representative Manny Diaz)*

Proclamation: Water Conservation Month. *(Mayor Wayne M. Messam)*

Proclamation: National Community Development Week. *(Mayor Wayne M. Messam)*

Proclamation: Camasha Cevieux Day. *(Mayor Wayne M. Messam)*

CONSENT AGENDA

Items listed under Consent Agenda are viewed to be routine and the recommendation will be enacted by one motion in the form listed below. If discussion is desired, the item(s) will be removed from the Consent Agenda and will be considered separately. Anyone wishing to comment on any item on the consent agenda should approach the podium now.

1. Minutes from the Cottages at University Park HOA Meeting of February 3, 2016, Regular Commission Meeting of February 23, 2016, and Special and Regular Commission Meetings of March 2, 2016.

2. Temp. Reso. #R5988 approving and authorizing the City Manager to execute a Cash Security Agreement and issue to Broward County a cash bond in the amount of $405,464 as security for the **Flamingo Road Reclaimed Water Distribution Main Project**. *(Utilities Director Hong Guo)*

3. Temp. Reso. #R5889 approving an amendment to Resolution No. 15-09, to **change the location** for the **new playground equipment** from Miramar Regional Park to **Civic Center Park** and to reduce the approved expenditure amount from $103,155 for the purchase of playground equipment from Playcore Wisconsin, Inc. d/b/a Gametime through Dominica Recreation Products, Inc. to an amount not-to-exceed $89,290. *(Parks & Recreation Director Terrence Griffin)*

End of Consent

PUBLIC PARTICIPATION (7:30 – 8:00 P.M.)

RESOLUTIONS

4. Temp. Reso. #R5979 approving the award of Request for Proposals No. 15-09-47 for **Third Party Claims Administration Services** to Gallagher Bassett Services, Inc.; authorizing the City Manager to execute an agreement with Gallagher Bassett Services, Inc. for a three year term, commencing April 1, 2016, with two one-year renewal options. *(Human Resources Director Sam Hines and Procurement Director Randy Cross)*

5. Temp Reso. #R5996 authorizing the **renewal** of **various insurance coverages** for the City's Protected Self-Insurance Program as part of the City's Comprehensive Risk Management Program, effective April 1, 2016 through March 31, 2017 (the "Insurance Renewals"); approving a projected premium cost not-to-exceed $2,206,171, including taxes and fees; declaring by four-fifths affirmative vote that applying the City's competitive procurement procedures to the insurance renewals is not in the City's best interest, thereby exempting the insurance renewals from the City's competitive procurement requirements; authorizing the Human Resources Director to negotiate lower premium amounts due under the insurance renewals. *(Human Resources Director Sam Hines)*

6. Temp. Reso. #R6018 approving a **Comprehensive Pay Plan** for **unrepresented employees** for the period beginning October 1, 2015 through September 30, 2016. *(Human Resources Director Sam Hines)*

PUBLIC HEARING

7. Temp. Reso. #R5992 adopting the **Local Housing Assistance Plan ("LHAP")** for the **City of Miramar's State Housing Initiatives Partnership ("SHIP") Program** for Fiscal Years 2016-2017, 2017-2018, and 2018-2019; authorizing submission of the LHAP to the Florida Housing Finance Corporation. *(Community & Economic Development Director Eric Silva)*

QUASI-JUDICIAL PUBLIC HEARING

All who wish to speak shall be collectively sworn in. City Attorney will then read the title of the item to be considered. Staff shall present a brief synopsis of the application and make a recommendation. Next will be a presentation by the applicant. The Commission will then hear from participants in favor of and in opposition to the application. The applicant, staff and or any Commissioner may cross-examine the witnesses, and a participant may request that the board ask questions of a witness. The public hearing will conclude with final remarks by staff and the applicant. No further presentations or testimony shall be permitted. All decisions of the Commission must be based upon competent substantial evidence presented to it at the hearing. All backup materials provided to the City Commission, as a part of the agenda will automatically be made a part of the record of the hearing. All approvals will be subject to staff recommended conditions unless otherwise stated in the motion for approval.

8. Temp. Reso. #R5997 considering Application No. 1505794, **Site Plan Approval** for **MPC30**, a 71,466 square foot warehouse distribution building, to be located on a 9.22-acre vacant lot at the northwest corner of Executive Way and Miramar Parkway within Miramar Park of Commerce Phase III. *(Community & Economic Development Director Eric Silva)*

OTHER BUSINESS

9. Reports and Comments:

Commission Reports:

(a) Broward League of Cities Board of Director Appointments *(Mayor Wayne M. Messam)*

City Attorney Reports:

City Manager Reports:

FUTURE WORKSHOP

Date	Time	Subject	Location
03/23/16	5:30 P.M.	Broward County Marijuana Ordinance & Florida Retirement System (FRS)	Commission Conference Room

ADJOURNMENT

THE NEXT REGULARLY SCHEDULED CITY COMMISSION MEETING IS:

April 6, 2016 at 7:00 P.M.

1.
CONSENT AGENDA
March 23, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM
Minutes from the Cottages at University Park HOA Meeting of February 3, 2016, Regular Commission Meeting of February 23, 2016, and Special and Regular Commission Meetings of March 2, 2016

a. Minutes from the Cottages at University Park HOA Meeting of February 3, 2016
b. Minutes from the Regular Commission Meeting of February 23, 2016
c. Minutes from the Special Commission Meeting of March 2, 2016
d. Minutes from the Regular Commission Meeting of March 2, 2016

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MINUTES OF THE CITY OF MIRAMAR
COTTAGES OF MIRAMAR AT
UNIVERSITY PARK HOMEOWNERS ASSOCIATION, INC.

February 3, 2016	**7:30 P.M.**

The Annual Meeting for the Cottages of Miramar At University Park Homeowners Association (HOA), Inc., was called to order on Wednesday, February 3, 2016, at 7:30 p.m. at Association Services of Florida, Training Room, 10112 USA Today Way, Miramar, Florida 33025.

Board Members Present:

Annmarie Cadette, President
Norman Boxe, Vice President
Alfonso DeCosta

Board Members Absent:

Veronica Wade, Secretary
Sean Mills

Members of the Miramar City Commission present:

Mayor Wayne M. Messam
Commissioner Yvette Colbourne

Members of City of Miramar Staff, Commission Aides present:

Yessenia Diaz, Community Resource Officer (CRO)
Edna Laroche, Executive Secretary, Mayor Messam
Frederika DeJean, Recording Secretary

- **Certify Quorum of Membership (If Quorum is reached, Agenda will Continue)**

Martin Vuong, property manager, noted a quorum could not be declared, as there were only seven unit owners present, and at least 44 were needed to elect new

board members. The meeting agenda, therefore, would not proceed, and the existing Board members would roll over for the next year consisting of Annmarie Cadette, Norman Boxe, Alfonso Decosta, Sean Mills, and Veronica Wade. He indicated there were sufficient Board members present for a quorum to allow the Board to hold an organizational meeting, or they could wait up to ten days to hold another meeting, if the Board preferred. In the organizational meeting, Board members could decide as to who would serve in the positions of president, vice president, treasurer, and secretary. He called the organizational meeting to order at 7:31 p.m.

A motion was made and seconded to approve retaining the existing Board members in their current positions. The motion carried unanimously.

A motion was made, seconded, and unanimously carried to close the organizational meeting at 7:32 p.m.

The Board members, elected officials and City staff members present introduced themselves.

Ms. Cadette asked if CRO Diaz was The Cottages CRO.

Officer Diaz stated she was not, explaining she was a Community Resource Unit member and was attending the meeting as the representative for Officer Sejour, the community's assigned CRO. She indicated that the department recently lost one of its fellow officers, Office Joseph Vetter, who recently passed away of natural causes. The Police Department was in mourning, and Officer Sejour was part of the Department's Honor Guard and was in training and preparing for the services to be held in Honor of Officer Vetter the coming Friday afternoon and Saturday morning. Officer Diaz distributed "Try Community of Miramar Police" pamphlets, stating it contained great information for residents to keep handy in their homes or the glove compartment of their car, as it contained all Police Department numbers, including Code Enforcement. The Cottages was assigned a code enforcement office, Mr. Samuels, and all the officers worked together, sharing information.

She mentioned the upcoming 41st Citizens Police Academy that the Miramar Police Department would be holding; the Academy was held twice a year and consisted of City residents. The first Academy of 2016 would begin on February 9. She explained the Citizen's Academy was a resident's perspective of the Police Department from every imaginable aspect, covering code enforcement, traffic, criminal investigations, etc. The goal was to educate residents on all aspects of policing, such as what officers did on their way to a call and, in this way, when residents knew a police officer was en route to a call, they could take certain steps to facilitate the process. This knowledge made individuals who participated in the program better residents, parents, neighbors,

etc. Additionally, the program taught residents how to handle themselves better financially, learning how to protect their assets and not become victims of fraud.

The Program was held every week for 14 weeks on Tuesday nights at 7:00 p.m. for two hours at the Miramar Police Department, where residents were given a variety of presentations. There were no books involved, as the presentations were made by persons directly involved in police work on a daily basis, and were better able to answer any questions by resident participants. She distributed flyers and applications, noting there were still a few seats available in the February program. A background check was run on residents wishing to participate in the program. Officer Diaz said after the completion of the 14 weeks, there was a graduation ceremony at the Hilton that was attended by City officials and the Chief of Police.

Ms. Cadette inquired as to the general age of the participants.

Officer Diaz replied ages 17 and older, and for those interested residents under 17 years of age, the City had other programs for juveniles she highly recommended, such as the Police Explorers, as well as summer programs.

Ms. Cadette asked about the last date to sign up for the Academy.

Officer Diaz responded there was no real last date, admission into the Academy was done on a first come, first served basis, so she preferred residents who were interested in joining to sign up early to reserve their seat; in the last Academy, there were 42 residents.

Commissioner Colbourne mentioned not having gone to any of the classes, but on the occasions when she attended the graduation ceremony, she saw a group of individuals who, over the period of time, had form strong friendships. Thus, there was obvious bonding that took place over the 14 weeks, and they all appeared very pleased with the program and with the officers. She urged residents to become part of the family.

A female resident asked if food was served.

Officer Diaz answered yes, snacks were usually served on Tuesday nights, and there was a dinner at the graduation ceremony. She added that an agenda of the classes over the 14 weeks was handed out to participants, and they could elect to attend classes that they were most interested, though their attendance at all presentations was preferable. With regard to the Police Explorers program, it was for youths 13 to 17 years of age, and the program went on throughout the year. It was more of camaraderie, to teach children about community service and other aspects of education they might not receive going to school. The

children were very involved with law enforcement, did charity work with the officers, homeless task force events, and it was a very positive experience.

She next spoke about swimming, stating Broward County had a free swimming program, Swim Central Broward, for all children ages six months to four years. She handed out flyers with the contact information for those interested, or children could be registered on the City's website; residents could pick from locations in Miramar, Hollywood, Pembroke Pines, YMCA, the Regional Park, etc. It was ten weeks of free swimming classes.

City Commissioner Colbourne questioned if swimming classes were offered for adults.

Officer Diaz indicated her research into swimming programs for adults other than seniors yielded no results. There was an adult swimming program for adults over the age of 55 years that was offered through the YMCA, and depending on one's insurance.

Ms. Dejean believed there were adult swimming classes offered in east Miramar, as well as at the Miramar Regional Park, though it involved some cost.

Officer Diaz mentioned ways to protect oneself from fraud, noting people went dumpster diving, which was searching through garbage, looking for residents' personal information: utility bills, bank statements, etc. She urged residents to call the police if they someone who they knew not to be a resident of the neighborhood digging through garbage cans, as this was considered a suspicious incident. Looking through garbage was not a .crime, but it was if someone took something with the intent to use it fraudulently.

Mayor Messam mentioned that the City provided periodic shredding opportunities, the most recent being about a month ago. The best way for residents to receive communications from the City would be to sign up to receive the City's email distribution on the City's website. When residents signed up using their email, they could customize what City information they wished to receive notices about.

Officer Diaz noted the shredding program was done in conjunction with Broward County, and a similar program existed for the safe disposal of expired or unwanted medicines.

Ms. Cadette thought the information was very useful and could be highlighted in their community newsletter.

Mr. Vuong opened the question and answer period between the residents and elected officials, asking residents to state their name and address, their question(s), and to which elected official they were directing their question.

Ms. Cadette referred to the list of questions from the residents already provided to the elected officials before the meeting, asking if they could begin with those.

Question 1: On the proposed budget for 2016, what amount was allocated to the Sherman Circle area for improvement?

Question 2: Who performs area surveys to determine what needs to be done in the area?

Question 3: We were looking to get a wall along Miramar Boulevard. What type of help will the City provide for this project?

Question 4: Previously discuss the City providing permits without the association first giving permits. This is causing a problem. Is there a form that the homeowners need to bring in form the association with approval prior to the City giving the permits? If not, can this be looked into?

Question 5: Common areas are maintained by the City. However, the landscapers are not doing a good job. They do a brush over and move on. With the understanding that our tax dollars are being used for this purpose, we would like this to be addressed by the City.

MAYOR MESSAM: Let me just provide just some general comments. Typically, when I attend association meetings with questions, we request the inquiries, so that we can follow up and have the information provided. You have some very important questions here on the list, after reviewing them, and obviously just coming in, not knowing, we don't have specific responses for this. May of your questions are dealing with our Planning Department, in terms of common areas, I know there's some questions in terms of surveys of parcels, what belongs in your association, what doesn't belong in your association, and our staff will be in a position to be able to at least help you, as an association. Because I understand you have a new property manager, and you're trying to get more things under control. What we will do is, we will forward this onto the appropriate department. For example, with the last question, the issue here is that you're not satisfied with the level of service of the maintenance, on the surface, just looking at it. So our Public Works Department that manages our landscape contracts would say, well, let's go out, do a site visit to see specifically what is the area not meeting the expectations, so that then we can get a specific resolution to it. This issue, I said you can make a note if you have a print out of it. This would be our Public Works Department for the last question, that would address the quality of work of that

contract. Then we can identify the contractors, we can ensure that they're actually meeting the terms of the contract. If not, there's deficit, then we can make sure that our staff is enforcing the contract.

COMMISSIONER COLBOURNE: Mayor, if I could as well.

MAYOR MESSAM: Go ahead.

COMMISSIONER COLBOURNE: I did receive these questions earlier today, and I went ahead and I forwarded them over to staff, so that they can do a quick overview, and look at it and see. The Mayor is correct. We want to provide good answers to you to make sure that we are addressing your concerns. And some of it, most of it, because of the timeframe that it was provided, it's difficult to just go ahead and go through the budget, and have staff go through and see exactly how much money is allocated specifically to Sherman Circle. We can talk about, in terms of that one in particular, some of the things that we have done in that area, and maybe you can give us an idea, some of the things, specifically, that you are looking for in that area, and then maybe we can give you some guidance on it. We'll be able to relate to staff more specifically, exactly what you're looking for. In Sherman Circle, the City has done improvement on both parks, because you Lakeshore Park and Forzano Park in that area. Well, we've done some for Forzano park. I think they still have one where they're actually expanding the park and the parking lot there. Forzano Park, they have limited parking spaces there, and I know that some of the issues that you have with parking, the overflow parking from that park. So that will be alleviated when that project is completed, when you have the additional parking it should make it better. On Lakeshore Park,, they are also doing improvement on that park, additional, think they have a lot of parking spaces there, so they actually doing, they're cutting back on some of the parking, having more greenspace.

MAYOR MESSAM: I was going to touch on these areas on the back end. I was wanting to just cover the questions that couldn't be answered tonight, because many of these are technical responses, like who performs surveys, in terms of what needs to be done in the area. We would need more information on what the question means, give us some more background, in terms of what survey of what?

MS. CADETTE: Survey; who comes around the area and says, "This is what we want for improvement." Who is the one that's going out to make that decision? Do they get buy-in from the citizens in the area to say, "Look, we are living here. What we would like is X, Y, and Z." Who in the City is making these decisions? I mean they're made and then they're given to the citizens. How does it work?

MAYOR MESSAM: It's a combination of communication between the residents and the City; for example, an elected official can bring up an idea in terms of improvements within the City. In terms of everyday, just normal maintenance, common areas are maintained by City staff or by contractors. For example, cutting the grass, if there's hedging, keeping the hedging done. If there are any trip hazards, those are big, because a lot of times roots, raised sidewalks can cause trip hazards, and those things we need to identify quickly, because we don't want anyone being hurt. In terms of Sherman Circle, there won't be anywhere in the budget that will say Sherman Circle specifically, unless it's on the Capital Improvement Plan (CIP), a specific project. Sherman Circle area, as Commissioner Colbourne was mentioning earlier, the two neighborhood parks, Lakeshore Park and Forzano Park, those two projects were part of the CIP that was funded by the 2013 revenue bond, the $60 million bond that was funding the Police Headquarters, parks throughout the City, and some other infrastructure projects. The main work done at Forzano Park was the improvements of the grading at the park, so all the baseball fields are converted to soccer fields, because there's not much baseball being played anymore, but there's a lot of soccer and American football being played at Forzano Park. In fact, the park was closed down for months, so you have state of the art brand new resurfacing, new turf at the park. Lakeshore Park, same thing, there'll be improvements at the park in terms of greenspace and other fixtures. But you will notice around the City, you will see signs at parks and different areas of the City that says: Your bond dollars at work. Any one of those signs has the name of the project, the anticipated start date, the scope of work, what is going to actually be done, and it's there for people in the neighborhood, to communicate, to inform you of what is taking place. What we'll do is we'll email you the schedule of not just the projects in Sherman Circle, but all the projects throughout the City, so you can see exactly where these projects are allocated. So there are two good projects coming to Sherman Circle, because those two parks are heavily used, and parks are one of the most used assets in the City, so we're trying to make sure that they're kept up to speed.

COMMISSIONER COLBOURNE: At Lakeshore Park, it says additional playground and pavilion, is what you can expect there, removal of the excess parking to create open play green areas, and upgrade and enhance the existing parking lighting, the lighting and the gate as well, the pedestrian gate.

MS. CADETTE: Do they have a start date on that, estimated?

COMMISSIONER COLBOURNE: Yes, estimated to start this year in May and completion in September.

MS. CADETTE: I guess it allows for more family time utilization of the park with the pavilions.

COMMISSIONER COLBOURNE: Absolutely, right.

MS. CADETTE: Will that have barbeques and things like that?

COMMISSIONER COLBOURNE: Currently they do.

MAYOR MESSAM: That's a good question. I don't know. I don't think there's a grill there. I don't know that we have grills at any of our parks.

COMMISSIONER COLBOURNE: We do. I know the one at River Run. We'll find out.

MAYOR MESSAM: I've never barbequed at any of our parks. Because usually when you go to parties or picnics at the park, you bring the food.

COMMISSIONER COLBOURNE: He's right. No, they don't have it. You bring your own grill.

OFFICER DIAZ: At River Run, there's one grill, I believe, in the center by the tot lot.

COMMISSIONER COLBOURNE: That's what I thought. That's a good question, to see whether or not there will be one at this park.

MS. CADETTE: I just wanted to see the scope, as sometimes a family may say: let's just go to the park, have a day out, a barbeque day out, and they'll do it, versus doing it at the house, or you want to have a gathering, a birthday party or something. That would be great.

COMMISSIONER COLBOURNE: Those are the benefits of keeping up and understanding what projects are coming up, because you have input as to what it is your community would like, so the sooner you understand what's coming up before it happens, before we go to a contract, the better you can have input.

MS. CADETTE: To add to that, and I'm not sure if that has been given a consideration, that park has been an area where there has been a lot of crime committed.

MAYOR MESSAM: What crimes specifically? I'm not saying that they're not.

MS. CADETTE: Where people are being robbed around the park area, and I wanted to know, have considered any cameras around that area that will assist to keep the safety.

MAYOR MESSAM: Cameras have not been a discussion. However, because we are improving lighting at the parks, that's a big deterrent for anyone who would seek to harm someone or to assault someone. It's usually when dark areas where people can get away, and under cover to commit these crimes, so that's why it's so important that we are improving the lighting at the parks. Because a well-lit area is a deterrent for crime. If you're doing crime, you don't want to be known or seen, so with improved lighting, it helps. Of course, if someone is just adamant to do something, there's very little you can do, but we can create the environment that deters criminal activity, and that's one of the main reasons why these projects are so important. I'm not sure if you follow the whole bond process, but in 2013, that's when the City was really coming out of the economic depression, and our parks were going down, infrastructure was going down. The reason for pushing the bond was we knew that we started to see signs of improvements in the City. We were getting a lot of applications in for development and construction projects, so we knew that the recovery was coming. It's just that while we were in the midst of it, you can't feel it, but we could not wait any longer to delay the improvements, and that's why the pushing of the bond, very controversial, but it did pass. I'm always reminding residents on the importance of staying engaged. Just as you're here tonight at your meeting, we also encourage you to come to Commission meetings. You don't have to come every time we meet, but it's on the community channel, and you can see it online; stay engaged, because when we have these important questions and issues, like do we pass this bond or not, we need residents to be visible, because it's our community, it's your neighborhoods that are being impacted on these decisions.

MS. CADETTE: Just to add to that. I know you say well-lit area, but I had daytime crimes where it was my child being robbed at that park, Lakeshore, and it was, poor child, three times, three iPhones, until I said no more iPhones, because the last time it was at gunpoint. I said to him, "I guess the next time they'll kill you, so you won't get another iPhone."

OFFICER DIAZ: I did some research on the incidents, and I'm so sorry that that happened to your son three times, a theft and two robberies. This was in 2014, '15?

MS. CADETTE: Yes, 2014.

OFFICER DIAZ: I don't know if you're aware, but out of the three, there were actually two arrests on two of those cases, which is fantastic.

MS. CADETTE: Were you the officer who came out to meet with him?

OFFICER DIAZ: I could have been. I've been a detective, I've been on the streets, so it could have been me. Again, I'm sorry that did happen to him, and it's very rare for anyone to be victimized three times, but we did make two arrests on two separate cases. I actually read the reports before coming here tonight, and that did happen. We had a group of teens that were targeting other juveniles, and they were specifically targeting cell phones. Our Crime Unit actually made the arrests on two separate cases. A lot of times victims, the follow up doesn't occur from the State Attorney's Office, but I do have specific information that I can provide you with, as far as who was arrested, and what the sentencing is on those two cases.

MS. CADETTE: Thank you, because about three months ago or so, he was coming home from school, and he said a car drove up, and started to like, "Hey." and he kept going, and he said he actually started running, but when he started running, the car was chasing at him, and this is a big, six-foot kid, but he had the fear of coming home from school, because he was afraid that this person may see him. So I'm like the big bad wolf, I'm like, "Let me go out there and see if I could find this car." Because I want to know who this person is that wants to meet up with my child.

OFFICER DIAZ: Whenever something like that happens, if you could please, immediately call 911. We get those calls, and we don't take them lightly. We even had helicopters up looking for vehicles, because they don't have to touch a child for it to be a crime. We're concerned about those who are attempting, as those are the ones we want to identify immediately. So, please, I ask you, dial 911, and don't take things upon yourself, because you don't have the resources that we have to be able to assist. Tell your son also to do it if that should happen again. What school does he attend, if you don't mind me asking?

MS. CADETTE: Somerset by Pembroke Road.

MAYOR MESSAM: Florida Bible?

MS. CADETTE: Yes.

OFFICER DIAZ: You have excellent school resource officers, Officer Rivas (sp) is the school resource officer there. Would it be okay if I give her your son's name, so I can introduce them? Would that be okay?

MS. CADETTE: Yes, that would be fine.

OFFICER DIAZ: Very well, and he's in what grade?

MS. CADETTE: He's in 11th grade right now.

OFFICER DIAZ: I'll speak to her and make sure that she introduces herself to him.

MS. CADETTE: Yes, the safety is very concerning.

MAYOR MESSAM: What we can also do too is we can speak with the Police Chief just to make sure that we have increased, at least just patrol during school dismissal hours when the students are walking home from school.

FEMALE RESIDENT: That's a good idea. I also want to say to the officer that I feel when anybody calls the police, just to compliment them; you guys are really there. I know sometimes not in a nice way it looks like a whole army comes in and they block my corner house, and I've lived in Miami and lived in Miramar for almost ten years. I feel if I call the police, I'm going to feel like I have an army around my house, because it's never one car, it's like four or five cars. That feels good though.

COMMISSIONER COLBOURNE: That's good, we like to hear that.

FEMALE RESIDENT: Yes, I live in Miramar for a while now, and I really do love it here. The atmosphere is good around here, and I really enjoy it. I'll be in my yard, I'm a single woman, I live alone, and I'll be in my yard at night, watering my plants or doing something out there, and I'm not afraid. But just hearing what you just mentioned, walking to the mailbox, now I'm scared. Maybe I should just drive out there to the mailbox, I don't know.

COMMISSIONER COLBOURNE: You can't be scared, you have to be aware of what's going on.

MS. CADETTE: You just have to be aware of your surroundings.

FEMALE RESIDENT: What I do, I put cameras around and inside my house, I just do everything to protect myself.

OFFICER DIAZ: We actually offer safety inspections of residence for free. We personally coordinate that; we can do inside your house or the exterior of your house. Those surveillance cameras that you have are excellent I'm sure, but sometimes it's just that tree that's overgrown. We're all CPTED certified in my unit, which stands for Crime Prevention Through Environmental Design, so it's the environment that surrounds your house. We'll be able to tailor it, be able tell you things that you can do, usually for free, to better your quality of surveillance and safety in your home. If anyone's interested in that, just let me know.

FEMALE RESIDENT: As she mentioned about trees, my neighbor next door, they have two big grown trees in the backyard, even hanging out on the street, and anybody could go there and hide in that backyard.

MS. CADETTE: That's something that we can get code enforcement to look at it and address it, if it's something that's obscuring. Bring it to our attention, please, and I'll have Martin work with our code enforcement officers and see if that's a hindrance to our safety.

MAYOR MESSAM: Yes, if you bring it to the attention of our code enforcement officers.

MS. CADETTE: We'll look to see what type of violations there may be for that. Let's move on with the next questions that you feel need to be addressed outside of this forum.

MAYOR MESSAM: I was speaking with your property manager earlier, he brought up the issue regarding the wall along Miramar Boulevard. Just as a rule of thumb, we have so many associations in the City, and with your specific association, I know that the City is maintaining the roads. I'm not sure about the common areas.

MS. CADETTE: Yes, the common areas and the roads are the responsibility of the City.

MAYOR MESSAM: Anything that's the responsibility of the City that's not being maintained, we need to know, so we can make sure that our staff is doing what the City is supposed to do. Now areas that belong to the association and under the authority and the management of the association is the responsibility of the association. In terms of the wall, what specifically regarding the wall? Have you got a consultant to give you pricing on what your wall would cost?

MS. CADETTE: Martin, yes. Actually, he said we needed someone architectural to come out, because what I realize is, as you go towards the end of Douglas of Road, where we had the common area where they walked, it's now narrowed. We would have to get the homeowner's approval to get that wall there, because it may encroach on their property. The homeowner may not be a part of the association either.

MAYOR MESSAM: Was your HOA formed as a voluntary association? Was it developed as a master association, or was it that these properties were built, then later an association started? Do you have the history?

MR. BOXE: I came in 1985, and houses were still being built, and the association existed. The problem is there are some homes, some streets that don't belong to the association, and they're in the midst of Sherman Circle. There are about three streets that don't belong to the Cottages, so there are a bunch of streets going this way on the south side that don't belong, and then there's two more cul-de-sacs, so it's weird. The fence that borders on Miramar Boulevard goes for a distance, not all the way to University Drive, it starts about a third way down and then stops at the back of these streets, and then it picks up again on Douglas Road and goes on, and two blocks that belong to the association, 21st and 22nd Streets.

MAYOR MESSAM: I'm trying to think, there's no wall there now?

MR. BOXE: It's a wood fence.

MS. CADETTE: That's what we're trying to change, but we're coming up with so many different issues, that we decided, instead of going with a fence, we would want to do a more permanent structure, such as a wall. It's going to cost more money, but I think it will look a lot more beautiful, and it will be more permanent. Given the thought that it was a gateway to the City of Miramar.

MR. BOXE: Part of the problem is years ago when the first fence rotted, the City notified us that we needed to change it, which we did. The association didn't have a lot of money then, and we had to do an assessment for everyone, but now the fence is on its way out. After we did that fence, the City went in and planted hedges on the outside of the fence, and the hedge grew up and was being maintained, but when we had hurricane Wilma, and the disease, which damaged the hedge, the hurricane blew down some of the fence, and we've been patching it ever since.

MAYOR MESSAM: When you replaced the fence, what about the properties that are not in the association?

MS. CADETTE: We did the entire thing.

MAYOR MESSAM: They didn't have an issue with it?

MR. BOXE: Originally, we did. The first time we did, but since it's been damaged, they've been doing their own thing, so you notice there's a hodgepodge of fences all the way down to Douglas.

MAYOR MESSAM: Yes.

MS. CADETTE: Very tacky. It's a very, very sticky situation, and I want to get this situation to a point where we can get that uniformity in the area, and the only way to get a uniformity to the area is when the City comes in and says: this is what we can do. People buy in, because if it's the association, they'll say they don't have to, but when the City takes over, they mandate it.

MR. BOXE: I think to put it in a nutshell, what we're thinking of is we have some funds, but we're looking to do a concrete fence, which cost quite a bit; we haven't got a quote, but we're looking for some help to do something more permanent.

COMMISSIONER COLBOURNE: I am intimately familiar with the area, because I pass it a couple times in the day to get to my house. The City does maintain that, and it really needs to be brought up to par. That's a discussion that I've had with City staff, and I've also had on the dais as well, in terms of improving that area. There is a landscaping project the City has throughout the City, and that area on Miramar Boulevard is also included in the project as one of the targeted areas, because of the way it currently looks. I think it's worthwhile sitting down with the City and discussing the issue, especially if you want to work with the City and see whether or not there's something that can be done, because they are spending money to maintain it. If somehow, you take care of the wall, they take care of the landscaping, maybe something could be worked out, so I think it's worthwhile to discussing it with the City, because we do want that area improved.

MAYOR MESSAM: It's two separate issues. I don't want to give the impression that the City is going to build the wall. As Commissioner Colbourne says, the City's landscaping projects, that's on the outside, and with the improvements coming in, it doesn't address your specific question in terms of the wall. Now things that I know that the City can do right now to assist is perhaps is whenever you hire your design consultant for the wall, they can sit with our staff to make sure that the easements are identified, the property lines are identified, so that you know for sure what properties are in the association, and are not in the association. At least you can have a schedule of homes, and you'll know exactly who they are. You have to get to the point to say: we're going to build this type of wall, it's going to be this number of linear feet, and the proposed cost is whatever the number is. The rule of thumb is if it's on the HOA's property, it's the full responsibility of the HOA.

MR. BOXE: We understand that.

MAYOR MESSAM: I want to assume that we're all thinking on those lines, and I just want to discuss the process, so once we can work with you to help you get to a point. You may be thinking of one wall type, and our facilities and construction division may be able to propose alternative wall systems that you may prefer, and it may be more cost effective and meets the aesthetics that you're looking

for. Those are the things that we can work with the board and the property manager to help get you to the point to being able to move forward.

MS. CADETTE: Thank you for that, because to segue into it, what I was going to think of is the City giving us a little assistance with their contractors, where they can work out a better discount for us, just help us in that sense.

MAYOR MESSAM: The City, we go out to bid. In other words, your property manager, they're a professional property management company, and I would imagine that once you have the design for the fence, that they would go out and competitively bid it. Put it out for a bid, that's what the City does. We don't necessarily have contractors, we broadcast and put a solicitation out to the public, and then all those who are interested, they put in their bids, and the lowest responsive bidder wins. That, typically, will get you where you want to be in terms of knowing that you have a competitive process to give you the best price for what you want to have built.

MS. CADETTE: The next question is the permit situation. We continuously have so many issues with permits, and the City gives permits to the residents. However the residents don't go to the association first; the only question is: are you in an association? Yeah. So what? What does that mean to the City? You understand? The City should have something documented from the association and working with us, before they are giving out these permits.

COMMISSIONER COLBOURNE: On this issue, if I may, the City has advised that they have a form that they actually have set up; there's an affidavit that they fill out, so anyone who requests a permit, they pretty much sign a document saying that they have informed the association.

MS. CADETTE: We should get a copy of that to see what it looks like.

COMMISSIONER COLBOURNE: What I would say is if you have a problem where the resident did not inform you, then that specific problem, you may want to check with the City, pull that document to see whether or not that was done.

MR. VUONG: Yes, I understand when they come in, it's an honesty code basically; they say that, yeah, we did check with the association. But the problem is, especially with Cottages, a lot of people don't realize that they have to do that procedure. We already sent out the letters, saying that we a committee to check. The problem is a lot of people ignore that rule, and for us to figure out who's doing it is very difficult, because she lives in her cul-de-sac, everyone lives in their cul-de-sac. I can only visit the property so much, and I don't recognize certain things are changing sometimes, because they do it in one day, a week, and I might not be there that week, and I don't see the changes.

MAYOR MESSAM: What I would recommend is that the board, through the property manager, sit down with our planning department to make them aware of these issues. Unless there's an authorization from the association, they don't grant the permit.

COMMISSIONER COLBOURNE: They have to sign that they have notified the association, but the City will not deny it, they just need to sign that document.

FEMALE RESIDENT: Before you guys came in, I had done two jobs, and I went through the proper channel: first was painting my house, second was for the shed. Before I went to the City, I went ahead and did the proper step, and I never got an answer from the previous association saying nay or yay, that was my experience. I think I spoke to you about my fence on 2400.

MR. VUONG: Okay, yes.

FEMALE RESIDENT: Yes, the same thing. I emailed them, I believed, or sent them a mail, and they never responded to me. That has been my own experience. I don't know if I sent it to the wrong place, or whatever, but that's been my experience.

MAYOR MESSAM: When you meet with our planning department.

MR. VUONG: Is it Michael Alpert?

MAYOR MESSAM: Yes, it's Michael Alpert, I think, for example, communication with him, letting him know that you have many occurrences of homeowners not getting authorization or approval from the HOA, and to putting notice that if any permit requests from our association, that the planners are verifying. Because any building permit has to have it. If your HOA documents require approval from the HOA, that's where the communication comes in, because, remember, our planners, they're getting applications from all over the City. But know that when they see your association come across, because you've been communicating with them, they know that it's a problem. Then when folks are saying that they have an approval, let me ask you, do you provide a written approval?

MS. CADETTE: That's what I was going to say.

MAYOR MESSAM: So if a planner says he has an application that says they've gotten approval from the association, and there's no accompanying document with that, then that should raise a red flag. That's what I'm saying.

MS. CADETTE: I don't want them going to the City and then coming to us. It should be us, then the City. When they go to the City, they are bringing with them that approval.

MAYOR MESSAM: What I'm saying, they may not know.

FEMALE SPEAKER: If the City requires them to have something written from the association, I think that would fill that loophole. For them to just sign an affidavit saying they got approval, does the City check back with the association to see?

MS. CADETTE: No, they don't. There's no check and balance.

FEMALE SPEAKER: The first thing we need to do is, if I go to the City and I want a permit to change my house color, put up a fence or whatever, the City should say to me: you need to bring a document signed from your association.

MAYOR MESSAM: One of the challenges with that is the City, by law, will only enforce our land use ordinance, that is the only obligation the City has. Your agreement with your association, that's an agreement between two private parties, so the City is not going to get involved with a dispute between two private parties, because the application or the permit request could very well meet the land use ordinance for the City of Miramar, but may not necessarily meet the association's. So the City is not the authority for the association. As long as everything is conforming to our land use code, so that's why the City will avoid legal confrontations between two private parties. The City will enforce its law. Now if a person wants to paint their house fuchsia or purple and it's not in our land use, then it will be denied, whether it has the association's approval or not, because it's not in conformance with our land use ordinance. But a legitimate application can come forward that complies with the land use ordinance, but doesn't comply with the association, so it's a relationship, and that's what I was getting at first. I really, truly believe that the association, by bringing this issue to our staff, saying: there's multiple permits for work being done without the approval from the association, please make sure that all permit applications that come in, that if it's approved by our association, they will have an accompanying document. So the planner can always say, "Well, I don't see your document, can you bring it back." They're not denying it, they're not approving it, but at least tells the applicant: I think I better go and get the approval. I understand that you're saying the City should do this, the City should do that, but the City has to avoid legal disputes between private parties.

COMMISSIONER COLBOURNE: That's one of the issues that we discussed when we had the HOA roundtable, and when we have the next one, I am going to have someone from permitting there. From speaking to many of the associations as to permitting, not just this specific issue, but there are a lot of

questions that they have concerning permits, so that is one of the topics we will discuss. Our Mayor is correct, our permitting department, they're really there to enforce the City's ordinances, and the City's code, and that is the reason why there's just that signoff, and they can't just deny them, because it would be contrary to the code. They have their code, these are the requirements, and the person produces those requirements, and then it's up to the City; the City really has to fulfill their portion when that happens.

FEMALE RESIDENT: I used to live in Miami, and we used to go to association. I just want to know the difference here. I used to own a town house, and the association, they took care of the wall, they painted, they cut the grass.

MR. VUONG: Were you a condo or an HOA?

FEMALE RESIDENT: HOA.

MR. VUONG: Each property is different; some have landscaping, some don't, some have pools, some don't have pools. It goes with cost. For your guys, you don't have that much common area; the only common area you have is the fence, so that's why your maintenance is what it is. That's why we do the budget, it lists what you're paying for.

FEMALE RESIDENT: Well, this is what I want to know the difference, because they used to paint the building, they used to cut the lawn, and they did everything.

MR. VUONG: That couldn't have been an HOA if they painted the houses. Only condos would paint the houses. There's a difference between condos and HOAs, because the condos association takes way more part into it. We fix a lot and do more stuff than an HOA. With the HOA, it's mostly on the homeowners to do the roofs; everything is on you guys. On condos, we'll take care of the roofs and everything, but your fees will be much, much higher. You guys have your own HOA. In the condos, they have their own associations too, but we're responsible for roofs, damages to windows; it depends on what the documents say, so everything is different. I'm pretty sure your cost of living there was much higher as to the fees than here.

COMMISSIONER COLBOURNE: I just want to make the point that the difference is not between Miami, Dade County and Miramar, Miami, Dade County and Broward. The difference is the community itself. Each community has bylaws, they have documents, and they cover different things. It's just set up differently. It's not because of the City.

MAYOR MESSAM: That was good question. Another thing to add is that condo associations, HOA, they're all governed by the State of Florida, not even the City of Miramar, so if you have a dispute with your association, it's the State. You always hear that landscaping in the west is so much better than the east, and there are really three sections of the City, geographically: Historic Miramar, east of the Turnpike, but now, as the City has grown, the east has now come all the way to Palm Avenue. The newer parts of the City is all master plan, and you have all of these HOAs, some are master associations, and you have subdivisions within the associations. When you look at those landscaping in those different properties, it's not maintained by the City, it's maintained by those respective communities, like Silver Lakes, Monarch Lakes, Sunset Lakes, Silver Falls, Riviera Isles. All of them, their landscaping is maintained by those residents, and they are separately assessed by their association that governs, that maintains those areas. Now what is maintained by the City in the west is the median, but the right of ways to the north and south of Miramar Parkway, are those respective communities. As Commissioner Colbourne stated, we have a master landscape improvement areas for the major thoroughfares that we'll be improving landscaping throughout the City.

COMMISSIONER COLBOURNE: I always tell people that I know that the east side will never look like the west side, but if the City is maintaining the portion that they're responsible for, then I feel comfortable that we're doing our portion, and then the rest is for the community to do their portion. So you have the communities, you have the private homes, and the City; everybody has their responsibility, and if we all do ours, it should all look good.

MS. ALLEN: Our association, is it private or non-private? Can anybody just come and park and walk to Montego Bay, and we just suffer and swallow that? What are we? One more thing. The trees that hangover, I'm scared coming home from work at 12 o'clock at night with the trees hanging over in the street, and anybody can hold me at the corner of the road, and it's very lonely. People are parking in front of my yard going to Montego Bay, and it's happening for a long time. Number three, when Mr. Ian Richards was president, he came up with a point that we're going to pave off the little common area instead of having to cut the grass, so the place can look nicer and more accommodating. A few blocks got it done and, unfortunately, my block didn't get it done. Then Mr. Richards actually left the association. Number four, for the painting the changing of the color of the house, for my experience, I didn't have a problem with the association, Cottages at University. I did it once, and I called them and identify myself, and I told them I'm about to change the color of my home, and I don't remember the name of the manager.

MS. CADETTE: Joe.

MS. ALLEN: Mr. Joe Fontella?

MS. CADETTE: Sclafani.

MS. ALLEN: Yes, he emailed and gave me the okay, and I could go ahead, but don't put a bright orange color or whatever. He also sent me a copy of what colors I could use.

MS. CADETTE: Right color code.

MS. ALLEN: So I didn't have a problem with those. But overall, I want to know where we stand being Cottages at University, how comfortable can we be in the area where the pavement is trashy and not being cleaned, and they didn't change the pavement.

MS. CADETTE: The common area you're saying is trashy?

MS. ALLEN: Yes. Strangers park as they would like to, and they just went about their business, and I'm at the corner of the street. The way life is going on now, and you don't know who to trust, you don't know what is going on. I want to know if my area is a private area or is a common area, where anybody can just come and park. One more thing. One of the streetlights, it was out of order, so my son did call FP&L to get the light fixed, but the trees are coming over.

MALE RESIDENT: The trees need to be cut.

MAYOR MESSAM: Now are these trees coming from someone's property?

A general chorus of no, they were on the swale, and the area was very dark, with many branches blocking the light.

MAYOR MESSAM: What's your specific address?

MS. ALLEN: I'm 87th Avenue. The trees that come over make the place really look dark.

MALE RESIDENT: Right around, it's very scary, because I walk in the morning, and I can't see anything at all. They need to cut.

FEMALE RESIDENT: All the branches on that street are blocking all the lights, so it's very dark.

MS. ALLEN: The people that the association sent to cut the little thing that we have there.

MS. CADETTE: That's not us. We just talked about it.

MS. ALLEN: They need to come more often to cut if they continue cutting, because it gets very bushy and trashy, and they're trying to make a decision like Mr. Ian Richards mentioned in the past, that they would be changing, and they did change, but they did not acknowledge us.

MR. BOXE: Let me address some of that. As far as the boundaries of the association, unfortunately, ours is just sort of an open area, it's not enclosed like some of the gated communities, where you go in one gate and everything inside is contained. Unfortunately, we are bordering around Sherman Circle, so all the cul-de-sacs come out Sherman Circle, so there's no one gate to the Cottages. Sherman Circle, itself, is public. Also, years ago, initially, the cul-de-sacs were maintained by the association until some years ago, we were informed that the City took them over, so we had started paving the cul-de-sacs some years ago. We started at 82nd Avenue, intending to go all the way around to 22nd Street. The reason we decided to do it that way was because of funding. We didn't have all the money to do each cul-de-sac at the same time. Each cul-de-sac, when we did the estimate, would cost $4,500 to do each circling, so we started doing them as we had the funds. We got to 85th, that was yours, I think.

MS. CADETTE: No, 84th.

MR. BOXE: Then we were informed that we no longer owned the streets, the City had taken it over.

MS. CADETTE: The City would have to be the one now to do it, we couldn't touch it.

MR. BOXE: Right, we couldn't do anything anymore.

MAYOR MESSAM: Are there potholes or anything?

MS. ALLEN: So what grounds could the association stand on to protect us, to make me comfortable, while we're paying our association fees, regarding the cleanliness.

MS. CADETTE: I understand, and that has been something that we have brought up to the City on a few occasions, regarding the maintenance of the area, because the residents, just like yourself, has made similar complaints. As a matter of fact, I think one resident was very upset that she was getting code violations, when people were actually coming there and throwing things on her property, and why should she get the violation for this. To me, I'm saying, it

wouldn't be fair. It's like every day you have to go outside and make sure you clean the area, because anyone can walk there and throw trash and garbage there. People come out at odd times of the mornings, and they have a couch or something, they just throw it out there, all kinds of things go on. We would have to talk with code enforcement.

MS. ALLEN: I got a violation for a tree right on the sidewalk, and it was hanging over to on the side of the road, and code enforcement came and they gave me a violation that I was to cut the tree down in three months. My husband had to go and borrow a saw from Home Depot and cut the trees down to the stump. I told her I'm not responsible for the tree. She said my home, I'm responsible for the sidewalk. Why am I responsible for the sidewalk?

MS. CADETTE: Yes, the swale is the responsibility of the owner, the property owner, because I questioned it too.

MAYOR MESSAM: What I will do is we've taken notes in regards to the overgrowth of the trees in the public areas, to see what we can do about getting them cut back, so it's not blocking the streetlights to deal with those issues.

MS. ALLEN: One more thing. I have four coconut trees. I'm tired of them, but I need to get rid of two. Where do I go?

COMMISSIONER COLBOURNE: Do they have coconuts?

MS. ALLEN: I feel bad to cut a fruit tree down, but two of them are going over the roof, and I pulled a permit for a new roof. I want to know if I can get it cut, if it's from the association or the City.

MAYOR MESSAM: It's on your property?

MS. ALLEN: It's on my property.

MAYOR MESSAM: I think we should check with our code department to see what process you have to do for the removal of the tree, just so that you're doing it properly, the building department.

MS. CADETTE: You have to come here first.

MAYOR MESSAM: Yes, go to your HOA.

MS. ALLEN: Home Depot is going to do the roof, they said they will take care of the permit.

MS. CADETTE: Permit with the City, but not with the association.

MS. ALLEN: So the association has nothing to do with it?

MS. CADETTE: Absolutely.

MS. ALLEN: Oh, you have to tell the association?

MS. CADETTE: Yes. You came in at the end of the discussion, we were talking about getting the association's okay before you proceed.

MS. ALLEN: No, I haven't started anything yet. I call them, and then they send the paperwork to where, to me?

MS. CADETTE: Who, the association? Could you address that, please?

MR. VUONG: You can email us or come to the office, you guys are down the street. If you email me, we will send you a form, it's just a very simple form, asking what you're doing, and listing down what you do.

MS. ALLEN: Do you have a form now?

MR. VUONG: Yes, I can print one out. Basically, what I would do is I would give to the committee, and they would look over and they'll check it off if everything is in order. They'll ask me about anything they don't understand, and we'll say yes or no in week or so, give or take, and return it to you, then you can go to the City and say: okay, I have documentation approved from the association. You have to go to both of us. Just because the City says yes, we might say no sometimes, depending on what our document says.

MS. ALLEN: Cottages at University, the first set of people before you guys took over, they normally said they're not responsible and not to ask them, I had to ask the City to pull a permit.

MS. CADETTE: I've dealt with Joe. I've never heard him speak like that. If anyone has ever wanted anything, I know normally he comes to us, so it's strange.

FEMALE RESIDENT: It wasn't a man, it was a lady.

MS. CADETTE: Just to let you know right now that we do have an architectural committee, and any changes has to go through them. If not, we're going to put a stop on it, and move forward.

MS. ALLEN: When I get that, I give it back to the people that's going to do the roof?

MR. VUONG: Yes.

MAYOR MESSAM: They probably can help you fill out the form, because there will probably be some information, like the product information that you purchased from Home Depot.

Multiple discussions taking place at the same time.

MAYOR MESSAM: Madam President, for the questions that we weren't able to answer, we're going to follow up with the respective departments and have them follow up with you. I also gave everyone this brochure. This is the brochure that was handed out at this year's State of the City. It has some information about the City with regard to economic data, just some interesting facts about the City that you may not necessarily be aware of. When you get a chance to go home, you can take a look at the City, so you can see what's going on in Miramar.

MS. CADETTE: I want to say thank you to our Mayor and our Commissioner for coming out, and just being a part of this meeting. It was very enlightening to have questions, answers, and I think you all are doing a wonderful job with the City. I enjoy being a part of Miramar, and I just want to make our particular area just as beautiful as the west. Yes, I might push, because I want the best.

MAYOR MESSAM: And you should, and you should.

MS. CADETTE: I want to be considered, and when it comes to that time of year that we're budgeting, I want someone to say: what can we do to help continue to improve on those areas over there. I just don't want to go out to the west area and see all the different thing happening, and we are just sitting there and not feeling like the lost child that no one takes care of. Please, just keep us in mind.

COMMISSIONER COLBOURNE: We certainly don't want that to happen. Thank you so much for having us.

MS. ALLEN: Ms. Annmarie, you did mention that little thing that we cut there.

MS. CADETTE: Yes, they are going to be addressing that.

MS. ALLEN: I am very interested to know how often they come to cut that area.

MS. CADETTE: We spoke on that before you got here, because we want to ensure that those common areas are being maintained as best as possible. Thank you.

COMMISSIONER COLBOURNE: Thank you so much. I do want to remind everyone that the City is having a Black History event this coming Saturday over at the Town Center from 12:00 to 4:00 p.m., and there are a lot of different activities going on.

MAYOR MESSAM: Oh, yes, bring your kids.

COMMISSIONER COLBOURNE: Please get the message out to your residents, and come on out, I hope to see you there, and it's free.

FEMALE RESIDENT: Are you still having the first Thursday of the month? You were having an event every first Thursday?

COMMISSIONER COLBOURNE: No, we do not have any scheduled at this point.

MAYOR MESSAM: Those were stopped, yes. And if you haven't had an opportunity yet, when you come out Saturday, you have to visit the President Obama Exhibition that's here in the City of Miramar. Those photos were sent specifically from Pete Souza, who's the official White House photographer. It's key moments during the President's administration, so make sure to come out and take a look. It's in the Ansin Family Art Gallery that's located at the Cultural Center where the Black History event will take place, and you'll be able to see all of that.

COMMISSIONER COLBOURNE: It is a beautiful exhibition. If you don't make it on Saturday, it will be there until the end of the month, so definitely try to come out and see it. It's great. It's great that we have a gallery just minutes away from us. We can always take the kids there. When that exhibition is no longer there, there will be another one. We always have exhibitions there. We encourage you to use the gallery, make that part of what you do in the community.

MS. CADETTE: Is it closed off at a certain time? I mean if you want to go over to the City and take a walk the garden area, are those areas closed?

MAYOR MESSAM: Oh, it's open. That part is open.

COMMISSIONER COLBOURNE: The gallery, itself, is opened from 10:00 to 4:00, Monday through Friday. There are two days, I think, Tuesdays and

Thursdays where they are open till six, and then Saturday, they're open until 1:00 p.m. This Saturday, they'll be extended to 4:00 p.m. throughout the event.

MAYOR MESSAM: We look forward to seeing you.

MS. CADETTE: Thank you all again for coming.

ADJOURNMENT

The meeting was adjourned at 9:00 p.m.

_____
Denise A. Gibbs, CMC
City Clerk
DG/cp

MINUTES OF THE CITY OF MIRAMAR
REGULAR COMMISSION MEETING

February 23, 2016	**7:00 P.M.**

The regular meeting of the Miramar City Commission was called to order by Mayor Messam at 7:06 p.m. in the Commission Chambers, Miramar City Hall, 2300 Civic Center Place, Miramar, Florida.

Upon call of the roll, the following members of the City Commission were present:

Mayor Wayne M. Messam
Vice Mayor Darline B. Riggs
Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne

The following members of staff were present:

City Manager Kathleen Woods-Richardson
City Attorney Jamie Cole
City Attorney Alison Smith
City Clerk Denise A. Gibbs

PLEDGE OF ALLEGIANCE

PRESENTATIONS

2016 Loyalty & Marketing Program *(Chief of Marketing & Public Relations Officer Natasha Hampton)*

Youth Advisory Council *(Mayor Wayne M. Messam)*

PUBLIC PARTICIPATION (7:30 P.M. – 8:00 P.M.)

Debra Scialabba, Miramar resident of 6490 SW 26th Street, discussed National Night Out Against Crime, set for August 22, 2016, stating United Neighbors hosted this event in 2015, along with Fairway Homeowners Association and Tropical Homes Crime Watch. They wished to thank former Police Chief Ray Black and the City's police officers for their needed participation in the event. She mentioned one critical issue was there had been no electricity, including lighting, and when the electricity was finally turned on, the lighting was still off. They thanked Waste Pro for donating the cardboard trash receptacles, and they did not hesitate when they were asked to supply the containers. She opined that the employees took pride in their work, a key factor in a professional company, and the residents looked forward to partnering with Waste Pro once more for the 2016 event. Ms. Scialabba continued to state the residents in the historic area of Miramar, when their trash was not picked up on the designated day, the matter was resolved on the same day. Before Waste Pro, the City used All Service, and their trash collection trucks seemed to break down frequently with no backup, and if a resident's garbage fell onto the ground or on the swale, the employees of All Service left the trash on the ground for homeowners to pick up. She noted, with All Service, if trash was not picked up on the designated day, residents had to wait two or more days to pick up the trash. If a resident had a concern, the manager of All Service took days to respond, which was unacceptable, as the City was paying for this public service. Ms. Scialabba mentioned work would be starting soon to add the amphitheater and splash pad to Shirley Branca Memorial Park, asking if the project would be completed before August 2016 or did they have to find another venue for the National Night Out event. She stated the park area used to suffer from substantial flooding, and if the City removed the incline and flattened the ground for the splash pad and stage, it might result in more flooding. It would help in the City's decisions if the City Commission and Manager knew history of the City of Miramar.

Employee Recognition:

Name	Department	Award
CRO Yessenia Diaz	Police	Officer of the Quarter October-December 2015
CCO Javier Segarra	Police	Employee of the Quarter October-December 2015
Police Officer David Robbins	Police	Officer of the Year 2015
Records Supervisor Caron Barnard	Police	Employee of the Year 2015
Police Officer Patrick Murphy	Police	Life Saving Award
Police Officer Denise Dileo	Police	Life Saving Award
Waste Pro Employee Andy Perez Garcia	Civilian	Life Saving Award

Police Sergeant Richard Georgi	Police	Community Involvement Award
Name	**Department**	**Award**
Police SIU/PRIME Unit	Police	Unit Citation
Police Records Unit	Police	Unit Citation
Police Sergeant Michael Lewis	Police	Department of Defense/ESGR Patriot Award
Battalion Chief Jermaine McFarlane	Fire-Rescue	Merit Award
Captain Kelly Byrne	Fire-Rescue	Merit Award
Captain Tim Roche	Fire-Rescue	Merit Award
Captain Trond Welters	Fire-Rescue	Merit Award
Lieutenant Cliff Ricketts	Fire-Rescue	Merit Award
Captain Dominick Granteed	Fire-Rescue	Merit Award
Lieutenant Manny Esparza	Fire-Rescue	Merit Award
Lieutenant Fermin Ortea	Fire-Rescue	Merit Award
Lieutenant Carlos Otero	Fire-Rescue	Merit Award
Lieutenant Frank Ruiz	Fire-Rescue	Merit Award
Lieutenant Tracie Srbovan	Fire-Rescue	Merit Award
Firefighter Jamie Torres	Fire-Rescue	Merit Award
Firefighter Tommy Waters	Fire-Rescue	Merit Award
Fire Marshal Ray Perez	Fire-Rescue	State of Florida Fire Marshal of the Year
Driver Engineer Devon Steel	Fire-Rescue	Firefighter of the Year
Assistant Director Melanie McLean	Human Resources	HR Shining Star Award
HR Manager Antoinette Wilson-Beckford	Human Resources	HR Shining Star Award

Benefits Analyst Osmara Diaz	Human Resources	HR Shining Star Award
Bus Operator III Clarence Turner	Public Works	Employee of the Quarter October-December 2015
Name	**Department**	**Award**
Utility Billing Specialist I PT Alison Adams	Finance	brandAMBASSADOR Certificate Recognition
Senior Utility Billing Specialist Cassandra Murray	Finance	brandAMBASSADOR Certificate Recognition
Account Clerk I Tecora Noble	Finance	brandAMBASSADOR Certificate Recognition
Client Services Assistant Edlyn Griffith	Community & Economic Development	brandAMBASSADOR Certificate Recognition
Administrative Secretary I Frankyemae Daley	Police	brandAMBASSADOR Certificate Recognition
Grant/Accreditation Manager Kim Morrow-Lopez	Police	brandAMBASSADOR Certificate Recognition
Evidence/Property Supervisor Glenda Armstrong	Police	brandAMBASSADOR Certificate Recognition
Arts & Education Administrator Kelly Armstead	Cultural Affairs	brandAMBASSADOR Certificate Recognition
Wastewater Operator A Mark Roberts	Public Works	brandAMBASSADOR Certificate Recognition
Customer Service Specialist I Tiffany Davis	Parks & Recreation	brandAMBASSADOR Certificate Recognition

* * *

MAYOR MESSAM: I see that we have a resident, Mr. Craig McQueen and Vincent Sturrup who had signed in after the time period. Mr. McQueen, I'm going to have the City Manager step back to speak with you, in terms of I think I understand what your topic is on. I'll have the City Manager speak with you on that issue. She'll step out now, and I think Deputy Manager Love will come to the dais.

CONSENT AGENDA

Debra Scialabba, Miramar resident, wished to pulled item 2, asking why the competitive bid requirements were being waived for the subject purchase, and why it was not opened for bidding.

MAYOR MESSAM: There was a question regarding this item in regards to this item, why it wasn't going out to bid, if we could have Mr. Attorney.

CITY ATTORNEY COLE: The reason is there was an exception for City standard purchases, so in this case, it's a City standard. That's the type of water meter, it's the only type of water meter that we use throughout the City, so to have a bid when you only have one type of water meter that could be bid would be meaningless. We have an exception in our Code that says in that scenario, you don't have to bid, so this is the exception, and that's why it's being waived.

Ms. Scialabba thanked City Attorney Cole for the explanation.

MAYOR MESSAM: I only have on number four, in terms of the monitoring and blasting related services. I don't need a presentation, but if you can just give an update in regards to this item. I know my office has received a lot of calls in regards to some of the uptake in blasting activities in Northwest Miami-Dade County, and how does this item relate to that.

CITY ATTORNEY COLE: Mayor, if we're going to have a discussion on it, you should pull the item, vote on the other items then we'll get to this item.

MAYOR MESSAM: Item number four will be pulled. Are there any other items? Can I have a motion on the balance of the consent agenda?

On a motion by Commissioner Colbourne, seconded by Vice Mayor Riggs, to approve Consent Agenda Items 1a, 1b, 1c, 2, 3, 5 and 6, the Commission voted:

Commissioner Chambers	Yes
Commissioner Barnes	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

1a. Minutes of the Commissioner Workshop Meeting of January 27, 2016

Approved

1b. Minutes of the Special Commission Meeting of January 27, 2016

Approved

1c. Minutes of the Regular Commission Meeting of January 27, 2016

Approved

2. Temp. Reso. #R5966 approving the purchase of **water meters** and **associated meter parts** from Sensus Metering Systems, Inc., in an amount not-to-exceed $750,000; waiving the competitive bidding requirements for the purchase of City Standard Products in accordance with City Code Section 2-413(3). *(Utilities Director Hong Guo and Procurement Director Randy Cross)*

Resolution No. 16-66

3. Temp. Reso. #R5967 awarding Bid No. 16-003 to Revere Control Systems Inc. for the provision of goods and services for the **Supervisory Control and Data Acquisition ("SCADA") System upgrades** project at the **West Water Treatment Facility**, in an amount not-to-exceed $604,984. *(Utilities Director Hong Guo and Procurement Director Randy Cross)*

Resolution No. 16-67

4. Temp. Reso. #R5985 approving an Interlocal Agreement with Broward County for **inspection, monitoring**, and **blasting related services** to be performed by Broward County Environmental Licensing and Building Permitting Division. *(Public Works Director Thomas Good)*

MAYOR MESSAM: Mr. Good, you're recognized.

MR. GOOD: Good evening everyone, Thomas Good, Public Works Director. Just to background slightly and just share a little bit about what your concerns were. Prior to 1999, there was a lot of blasting, because there was a lot of development. They were using the fill to build the development. As development grew, and grew, and grew, it became more and more complex, because blasting and the vibrations start creating issues with the RA developed home. The City in 1999 said no more blasting, outlawed it, so it's no longer allowed in the City of Miramar. However, just outside the City of Miramar, there is still blasting operations that continue. However, those blasting operations are still impacting the City of Miramar. When back in 2005 there was that issue going on, and there was a lot of people that believed that the vibrations were exceeding what the State limits were, because it is the State that manages the permits and complaint process in anything that has to do with blasting. The City can do nothing about it. The State sets the limits. They were blasting. It seemed like they were going beyond. The City, at that time, said: we want to go ahead and check out and see if they're really within the limits, because, at the time, the only seismograph people that you can get are the people who were working for the blasting company. What happens is Broward County happens to be able to do that, so they're a great third party person for us, because they don't have any relationships other than just doing the service. They did that for a while, and everything seemed to be okay. They really were not exceeding the blast vibration limits, so we stopped doing that. What happened was the White Rock quarry, which is one of the biggest operations in Northwest Miami-Dade County moved their blasting further and further away from the City of Miramar, because they work in cells. Well, lately, they've started moving their cells back close to the City

of Miramar, and now the blasting vibrations are becoming more prevalent again, so we just wanted to go through and make certain that the reports that are being submitted to the State Fire Marshal are, indeed, correct. That way we can make certain that we're providing our residents with assurances that they're not exceeding any of those vibration limits.

MAYOR MESSAM: If residents are feeling vibrations from blasting, and they have any inquiries, who should they contact, what information can be provided to them?

MR. GOOD: If residents are believing that they're being harmed by the blasting, they would call the State Fire Marshal. I do have the contact information here if it's necessary, but it is the Division of State Fire Marshal, and you can get that through the State website. What happens is you can call them; they'll talk to you a little bit. However, if you file a formal complaint, they do have an obligation to come out and to investigate your complaint, so you have to file a formal complaint in writing to them, if you want them to come out and really check. If you just call them and say: Hey, I'm thinking that they're not doing the right thing. They're not going to do anything, so you have to do it in writing.

MAYOR MESSAM: Thank you for that update and that information. I'll entertain a motion for approval.

On a motion by Commissioner Colbourne, seconded by Commissioner Barnes, to approve Resolution #R5985, the Commission voted:

Commissioner Chambers	Yes
Commissioner Barnes	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Resolution No. 16-68

5. Temp. Reso. #R5991 approving the **settlement** of the bodily injury claim of **Ramona Sisneros**. *(City Attorney Jamie A. Cole)*

Resolution No. 16-69

End of the Consent

RESOLUTIONS

6. Temp. Reso. #R5993 approving **appointments** to various **City Boards**. *(City Clerk Denise A. Gibbs)*

MAYOR MESSAM: I think we have a couple of appointments. Commissioner Colbourne?

COMMISSIONER COLBOURNE: Yes, thank you. I have two appointments, one for the Youth Advisory Board. I'd like to appoint Kosi Mba and for the Parks & Recreation Board, I'd like to appoint Carlos Ramsay.

MAYOR MESSAM: I'll entertain a motion for approval for Commissioner Colbourne's appointments, first for the Kosi Mba.

On a motion by Commissioner Chambers, seconded by Vice Mayor Riggs, to approve Resolution #R5953, the Commission voted:

Commissioner Barnes	Yes
Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

MAYOR MESSAM: Congratulations. I'll entertain a motion for Commissioner Colbourne's appointment to the Parks & Recs Board, Carlos Ramsay.

On a motion by Commissioner Chambers, seconded by Vice Mayor Riggs, to approve Resolution #R5953, the Commission voted:

Commissioner Barnes	Yes
Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

MAYOR MESSAM: Congratulations.

COMMISSIONER COLBOURNE: Thank you Mayor. May I recognize the young man at this point; he probably needs to go home. He has school tomorrow.

MAYOR MESSAM: Congratulations.

COMMISSIONER COLBOURNE: And also Mr. Carlos Ramsay. Thank you.

MAYOR MESSAM: Thank you, we look forward to your service at our City.

Resolution No. 16-70

7. Temp. Reso. #R5980 approving an **amendment** to the **design-build agreement** with Southern Underground Industries, Inc. and related expenditure in an amount not-to-exceed $1,200,000, for the provision of construction services for the **Flamingo Road Reclaimed Water Distribution Main Project**; authorizing the City Manager to execute the proposed amendment; authorizing contingency funds in an amount not-to-exceed $60,000 for unforeseen conditions associated with the project. *(Utilities Director Hong Guo and Procurement Director Randy Cross)*

Assistant Utilities Director Jody Kirkman reviewed the subject resolution, as detailed in the backup. The City Manager recommended approval.

MAYOR MESSAM: Thank you for the presentation. Are there any questions from the dais on this item? Hearing none, are there any questions from the public? Seeing none, coming back to the dais. I'll entertain a motion for approval.

COMMISSIONER CHAMBERS: I have.

MAYOR MESSAM: Sorry, Commissioner Chambers, you're recognized. Apologies.

COMMISSIONER CHAMBERS: No problem. Mr. Director, I just want to ask, in the future, going towards Fire Station 107, are we going to have the capability to get reclaimed water over there also?

MR. KIRKMAN: 107 being located on Miramar?

COMMISSIONER CHAMBERS: Just east of Flamingo.

MR. KIRKMAN: We would have the ability. With the line basically being at the intersection, we'd have the ability to extend in either direction on Miramar Parkway.

COMMISSIONER CHAMBERS: Great. Thank you.

MAYOR MESSAM: Hearing no further questions, I'll entertain a motion for approval.

On a motion by Commissioner Colbourne, seconded by Vice Mayor Riggs, to approve Resolution #R5980, the Commission voted:

Commissioner Barnes	Yes
Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Resolution No. 16-71

ORDINANCE

8. ITEM PULLED

OTHER BUSINESS

9. Reports and Comments:

Commissioner Reports:

MAYOR MESSAM: Starting from Commissioner Colbourne, working our way back towards me. Any reports?

COMMISSIONER COLBOURNE: Nothing to report.

MAYOR MESSAM: Thank you. Commissioner Chambers.

COMMISSIONER CHAMBERS: Thank you, Mr. Mayor. I had the pleasure of being in Tallahassee this last week with four of my colleagues. Mr. Mayor, I want to thank you. You have a lot of energy to run around and get things done. Thank you so much, Vice Mayor Riggs and also Commissioner Colbourne, it was a good working relationship in Tallahassee, so we got some things done. Tonight signifies why I'm sitting here as a Commissioner in the beautiful City of Miramar. Very good display of our police and fire employees, always they do a good job in the City of Miramar. My residents, they set the standard, so it's a great city, I like what we're doing here, and we want to continue. It's a privilege to serve, so it's just a blessing to see what we can accomplish here in this beautiful City of Miramar. Thank you.

MAYOR MESSAM: Thank you, Commissioner Chambers. Commissioner Barnes, you're recognized.

COMMISSIONER BARNES: Just a couple of mentions. It may be most opportune that I rather sneak in here my intention to request of our City Manager and the appropriate staff to look at the possibility of a COLA increases for our various Commissioners' and Mayor's secretaries, I am submitting. My notice is for a citizenship drive, which I have been talking about for months. Finally, we have a date set; it is April 2, a Saturday. We are going to have the citizenship drive in our banquet hall. A number of attorneys are going to facilitate us by coming to help residents who are Green Card holders to fill out their applications for citizenship, and we are hoping that we will be able to immediately complete it, so we can actually bring it to the post office. Various means are going to be used to promote and advertise this event, and you'll be hearing more about it, but it on

your calendar. It's the 2nd of April, a citizenship drive to take place here. A lot of people I know would like to vote in November. That's it.

MAYOR MESSAM: Thanks, Commissioner Barnes. Vice Mayor Riggs, you're recognized.

VICE MAYOR RIGGS: Thank you. First I'd like to say a very, very special thank you to Ms. Hampton for advertising the health fair for me that took place a couple weeks ago. That is definitely not my specialty. You're excellent at what you do, so thank you very much. It was a great turnout. We served over 400 residents, and I was speechless with all the folks that showed up, and the difference we were able to make. We had people come who didn't know that they were hypertensive that they had high blood pressure, or their blood sugar was high, so it was great for them to find out and get connected with the Memorial Healthcare System in order for them to get help in reference to establishing a primary care physician. You never know, we might have saved somebody from having stroke or heart attack, or something like that, so I love doing these things. it was amazing, so thank you so much to the vendors for participating. To our Miramar residents for taking advantage of this event. I have a question. When the next workshop and what is are the topics that are going to be discussed in the next workshop? Do you have that, Madam City Manager?

MAYOR MESSAM: It's on the back.

VICE MAYOR RIGGS: It's on the back? Okay. I would like to add a couple of things to the list of discussion on that day. I don't have that on the back of mine, is that in April. I have Ethics and then Commission Retreat. When is it?

CITY ATTORNEY COLE: On the second, there's a Transportation workshop.

VICE MAYOR RIGGS: April 2nd?

CITY ATTORNEY COLE: No, March 2nd.

VICE MAYOR RIGGS: March 2nd, so it's around the corner.

CITY ATTORNEY COLE: The cannabis ordinance, I think, is on March 23rd.

VICE MAYOR RIGGS: March 23rd, okay.

CITY ATTORNEY COLE: We have ethics training.

STRATEGIC ADMINISTRATIVE OFFICER SHAUN GAYLE: That's correct. March 2nd will be the Transportation Sales Surtax and March 23rd would be the Broward County Marijuana Ordinance for the cannabis workshop.

VICE MAYOR RIGGS: This is what I would like. I would like to set up a workshop or we can add it to the one that's going on to discuss a couple of things. The overcompensation for employees in regards to Commission events. For example, the event I just had in reference to the health fair, with all the fees that were added, for example fire inspection, permit fees, tent fees, the different staff, it added up to over $2,000. If you think that we do three events for the year, you're talking about almost $6,000. If we could have a discussion in reference to how to offset some of this. For example, the tents were 10 x 10 removal tents. Do we really need all this extra expense? For example, the fire inspection if $500. If we can have a conversation on how to offset some of this cost, because after all of this cost, there really isn't any initiative money to provide anything to the community. Can we add that to the next workshop, the discussion? Perfect.

MAYOR MESSAM: Do we have consensus to?

COMMISSIONER CHAMBERS: Yes.

MAYOR MESSAM: Yes, it seems like we have consensus.

VICE MAYOR RIGGS: Thank you.

COMMISSIONER CHAMBERS: Some of this, we want to do a workshop?

VICE MAYOR RIGGS: Yes, in reference to offsetting some of this cost.

COMMISSIONER CHAMBERS: I'm on board.

VICE MAYOR RIGGS: Thank you. Can we research also if other cities are charging for the fire fees when the commissioners do events, comparison? That's it. Thank you so much.

MAYOR MESSAM: Thank you, Vice Mayor Riggs. Just a couple of announcements and updates. As mentioned by Commissioner Chambers, the City of Miramar was well represented during Broward Days last week in Tallahassee where we, as elected officials, have an opportunity to go to Tallahassee with our fellow Broward Colleagues to champion issues important to Broward County, in addition to issues that are important to the City of Miramar. We had an opportunity to meet with our local delegation, as well as key Florida elected officials at the State level, and Florida House of Representatives, as well as the Senate to discuss important issues in regards to Miramar. Our Lobbyist, Ron Book, scheduled a couple of meetings that we were able to attend as well, and we were able to advocate for Miramar's State legislative priorities, some of which included grant funding or funding requests for two of our utility projects that have been submitted, as well as for a Cultural Arts grant as well. With our ability to meet with our representatives, as well as key committee chairmen that are responsible for appropriations, especially during the legislative session, it's very important for us, as a

City, as well as we, as elected officials, to advocate on the City's behalf to let them know that Miramar is here, and our projects and our initiatives are very important. So I'd like to thank Commissioner Colbourne, Chambers, and Vice Mayor Riggs for their support during that effort during Broward Days. Second, another important legislative issue that's going on in the State Legislature right now is that there's a current fracking bill that is progressively making its way towards a floor vote, and that's Senate Bill 318. As you all know, this Commission has taken a stance in regards to an application right now for a drilling permit right outside the City of Miramar. So we've already taken a stand in terms of our opposition to oil drilling, especially right outside of our City, going through our natural resource, in terms of our drinking water in the Everglades. But I'm asking the community to contact Senator Tom Lee, and who is the Chairman of the committee that will be voting on this item next week. I'd like to get consensus from the Commission to authorize me to write a letter on behalf of the City, to formally oppose this bill that would allow fracking in the State of Florida. It's almost incomprehensible to that think that we would allow, as a state, fracking through our precious drinking water supply with that process. Without objection, I'd like to ask for just to reaffirm the resolution that we've passed, as well as to speak for opposition for this bill. Thank you. Next to last, I just wanted to remind the residents that you have one final weekend, and a few more days to visit the City of Miramar's exhibit of Barak Obama, which is being displayed at the Ansin Family Art Gallery at the Miramar Cultural Center. The last day will be February 29th, and so there's one last weekend to visit the exhibit. Finally, I just wanted to thank our staff for working with the Universal Circus that was here for, I think, approximately a couple of weeks. I think many of us had an opportunity to enjoy the circus, including our young kids from schools, our seniors, and just visitors from around the County actually visiting the Universal Circus. They always do a great job. Finally, I would like to invite the community, especially the development and business community to the Development Industry Consortium of Miramar event, which will take place at the Miramar Cultural Center on Monday, February 29th. It's from 4:00 to 6:00, and this event is targeted towards developers and investors, so they can be informed about the wonderful opportunities in the City of Miramar. In particular, investment opportunities in east Miramar. We, as a city, have invested tens of millions of dollars in infrastructure and engineering into our City. We have a Transit Oriented Corridor, which is very enticing and inviting for mixed-use dense development. I'd like to thank our staff for taking the lead, in terms of being proactive to recruit and to invite the investment community to inform them about the prospects and the possibilities that exist here in the City of Miramar. You forgot an announcement?

VICE MAYOR RIGGS: Yes. I just wanted to show the community a few of the pictures from the health fair, that's it.

MAYOR MESSAM: Do you have a couple?

VICE MAYOR RIGGS: Yes. During the event, somebody became hypoglycemic, so great time to educate. That's good. I think there's too many more. Thank you so much everyone for contributing to this. Natasha, my goodness. The people were texting me

about the advertisement, and afterwards, people texted me that this was the best health fair they've ever been to, and that they'd been to plenty. So I'm so glad that the community took advantage, so thank you again. I'm elated of the outcome.

COMMISSIONER CHAMBERS: Vice Mayor, that lady who lived in Silver Falls who won the bike, you have to pay me, I took her home. I had to take that bicycle all the way home.

VICE MAYOR RIGGS: She won it.

COMMISSIONER CHAMBERS: I'm the transporter for the bicycle.

MAYOR MESSAM: Great event, great event. Also, we would like to also remind the community to support the Tour the Broward, which is held annually at the Miramar Regional Park, will take place this Sunday. For those of you, you still have time to sign up to run in the 5K. For the cyclers out there, there's also a cycling challenge for a 50K and 100K. If you just Google Tour de Broward, and it'll bring up the website, feel free to sign up. It's a great community event. Madam Manager, reports? City Attorney?

City Attorney Reports:

None

City Manager Reports:

None

FUTURE WORKSHOP

Date	Time	Subject	Location
03/01/16	4:00 p.m.	Ethics Training	Commission Conference Room
03/02/16	5:30 p.m.	Transportation Sales Surtax	Commission Conference Room
03/12/16	8:30 a.m.	Strategic Planning for the Future	Commission Conference Room
03/23/16	5:30 p.m.	Broward County Marijuana Ordinance	Commission Conference Room

ADJOURNMENT

MAYOR MESSAM: On that note, we are adjourned.

The meeting was adjourned at 9:02 p.m.

_____
Denise A. Gibbs, CMC
City Clerk
DG/cp

MINUTES OF THE CITY OF MIRAMAR
SPECIAL COMMISSION MEETING

MARCH 2, 2016	**6:30 P.M.**

The Special Meeting of the Miramar City Commission was called to order by Mayor Wayne M. Messam at 7:00 p.m. in the Commission Conference Room, Miramar City Hall, 2300 Civic Center Place, Miramar, Florida.

Upon call of the roll, the following members of the City Commission were present:

Mayor Wayne M. Messam
Vice Mayor Darline B. Riggs
Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne

The following members of staff were also present:

City Manager Kathleen Woods-Richardson
City Attorney Jamie A. Cole
City Attorney Alison Smith
City Attorney Matthew T. Ramenda
City Clerk Denise A. Gibbs

The meeting was closed to the public. The subject matter of the meeting was about settlement negotiations and strategy related to the litigation matter styled: Bryan Bassett vs. City of Miramar, et al

The Special Meeting reconvened.

ADJOURNMENT

The meeting was adjourned at 7:14 p.m.

_____
Denise A. Gibbs, CMC
City Clerk
DAG/

MINUTES OF THE CITY OF MIRAMAR
REGULAR COMMISSION MEETING

MARCH 2, 2016	**7:00 P.M.**

The regular meeting of the Miramar City Commission was called to order by Mayor Messam at 7:29 p.m. in the Commission Chambers, Miramar City Hall, 2300 Civic Center Place, Miramar, Florida.

Upon call of the roll, the following members of the City Commission were present:

Mayor Wayne M. Messam
Vice Mayor Darline B. Riggs
Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne

The following members of staff were present:

City Manager Kathleen Woods-Richardson
City Attorney Jamie Cole
City Attorney Alison Smith
City Clerk Denise A. Gibbs

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Proclamation: Women's History Month *(Mayor Wayne M. Messam)*

Proclamation: Problem Gambling Awareness Month *(Mayor Wayne M. Messam)*

Presentation: Whispering Pines Presentation *(Community Liaison Jeanette Wagner and Principal Michael Gleason)*

CONSENT AGENDA

On a motion by Commissioner Chambers, seconded by Vice Mayor Riggs, to approve Consent Agenda Items 1a, 1b, 2 and 3, the Commission voted:

Commissioner Chambers	Yes
Commissioner Barnes	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

1a. Minutes of the Regular Commission Meeting of February 23, 2016

Approved

1b. Minutes of the Special Commission Meeting of January 27, 2016

Approved

2. Temp. Reso. #R5987 approving the award of RFP No. 16-11-06 to Ambulance Medical Billing as the provider for **Emergency Medical Transport Billing and Collection Services**; authorizing the City Manager to execute an agreement with the provider for an initial term of three years with the option to renew for two additional one-year terms. *(Fire-Rescue Chief L. Keith Tomey III and Procurement Director Randy Cross)*

Resolution No. 16-72

3. Temp. Reso. #R5998 authorizing the execution and submission of an application to the Florida Department of Health, Emergency Medical Services (EMS) Matching Grants Program, for the **purchase of cardiac monitor/defibrillators and mechanical cardio-pulmonary resuscitation devices** in the amount of $239,000. *(Fire-Rescue Chief L. Keith Tomey III)*

Resolution No. 16-73

End of the Consent

RESOLUTIONS

4. Temp. Reso. #R5994 approving an agreement with Erosion Barrier Installation Corporation in an amount not-to-exceed $72,000, for the construction of **drainage system canal improvements** through the utilization of the City of Margate Request for Proposals No. 2014-001, Supply and Installation of Canal

Bank Erosion Tubing. *(Public Works Director Thomas Good and Procurement Director Randy Cross)*

Public Works Director Thomas Good reviewed the proposed resolution, as detailed in the backup. The City Manager recommended approval.

MAYOR MESSAM: Thank you, Mr. Good. Are there any members from the public who wish to speak on this item? Seeing none, I'll bring it back to the dais. Are there any comments from the dais?

VICE MAYOR RIGGS: Question.

MAYOR MESSAM: Question by Vice Mayor Riggs, you're recognized.

VICE MAYOR RIGGS: Thank you. How many properties are under priority number two?

MR. GOOD: There are a total of 12 properties.

VICE MAYOR RIGGS: How many were under priority number one?

MR. GOOD: Approximately 12, maybe 13, I think.

VICE MAYOR RIGGS: So that would be 24, 25 out of the 119?

MR. GOOD: Yes, ma'am.

VICE MAYOR RIGGS: Thank you. One more question, I'm sorry. What's the plan for the rest of the properties?

MR. GOOD: What we anticipate, providing funding is continuing to be available, we're looking at every four months to be coming before this Board to be taking on the next group of properties. So four months from now, we anticipate being here again, asking for a group three; four months after that, group four, so we're looking at July and November of this year for two other of those properties or groups to be addressed.

VICE MAYOR RIGGS: Are we looking at 12 again, like 12, 13?

MR. GOOD: I think they're approximately the same, yes, the same numbers. It's the easiest way for us to package this for bidding.

VICE MAYOR RIGGS: Thank you.

MAYOR MESSAM: Are there any other questions? Commissioner Chambers, you're recognized.

COMMISSIONER CHAMBERS: If I remember correctly, I think we have $238,000 allocated for canal repairs?

MR. GOOD: That's approximately correct, $238,000 still available.

COMMISSIONER CHAMBERS: Are we anticipating getting some more funding?

MR. GOOD: We are anticipating making future CIP requests funding, yes.

COMMISSIONER CHAMBERS: So with this item, we're going to cover 12 homes, right?

MR. GOOD: This one item will cover 12 homes, yes.

COMMISSIONER CHAMBERS: So we might get, maybe, 24, am I correct?

MR. GOOD: We're anticipating about that many. It depends on the linear footage of the property. The larger properties have longer or more feet per waterfront. It will cost a little bit more, but it's going to be approximately that, about 30.

COMMISSIONER CHAMBERS: All I'm asking is that we aggressively go after funding, because there's a lot of residents to cover, and this is like a drop in the bucket. Thank you.

MAYOR MESSAM: Commissioner Colbourne, you're recognized.

COMMISSIONER COLBOURNE: Thank you. This contract, you say, was a savings from the last one that was brought before us?

MR. GOOD: This contract is more favorable in cost, yes it is.

COMMISSIONER COLBOURNE: It is more favorable?

MR. GOOD: Yes, ma'am.

COMMISSIONER COLBOURNE: What type of savings? I didn't see any exact figures as to how much more reasonable this one was.

MR. GOOD: We believe that this one is approximately, I'd have to say, maybe about 50 percent less than what the other one was.

COMMISSIONER COLBOURNE: Fifty percent?

MR. GOOD: Yes, ma'am.

COMMISSIONER COLBOURNE: So future homes that will be brought before us will be under this contract as well, or are they being bidded out?

MR. GOOD: We're anticipating on using this contract as much as we possibly can.

COMMISSIONER COLBOURNE: Okay, thank you.

MAYOR MESSAM: Any further questions? I have a couple of remarks. When the first set of properties that this Commission approved for advancement, for repairs, I had voiced some concerns regarding the communication, in terms of what would be presented, in terms of addressing the canal embankment improvements. It was more so from the standpoint of not necessarily a knock on staff in terms of your efforts to resolve the issue, it was more so in terms of the communication, especially as it related to the Miramar Park Homeowners Group, who really championed this issue, because of the impact this issue has on their neighborhood. As I mentioned before, we never want to be in a position where we're putting one neighborhood or one block against the other, because we're all one community. Just as I have the fortitude and the courage to state disappointments in staff when those instances come, I'm also just as enthusiastic to applaud the efforts of staff when you get it right, and that is pretty much, what you do for most of the time. When things fall short of that, it's really the exception. So I do applaud staff in terms of, not just for addressing this issue and beginning to address the issues in the community that really champion this issue, but in terms of how these projects are coming out speaks to staff's flexibility and creativity. Instead of saying that we have a big issue in the City in terms of canal erosion, it's a multi-million dollar issue in the City, so instead of sitting on its hands and saying, "Well, we don't have all the funding right now to address all of these properties." As we get the funding, we'll begin to find a solution to address them, and this is how they're coming to us. So instead of sitting back and waiting until we get all of the funding, and then do one massive project, which indicates that staff's due diligence didn't necessarily present the most cost effective option; due to staff's due diligence, was able to find an existing contract that's out in Broward County. As you heard, it's saving us 50 percent, which is allowing us to do more properties right now, especially in the neighborhood that was crying for a solution. So I thank you for being responsive, I thank you for hearing the community, hearing the Commission, in terms of what we expected to see. Thank you in that effort. If there aren't any other comments, I'll entertain a motion at this time.

COMMISSIONER CHAMBERS: Mr. Mayor.

MAYOR MESSAM: Yes, Commissioner Chambers, you're recognized.

COMMISSIONER CHAMBERS: Something I want to address is that there's a lot of residents that take it upon themselves to fix their property, and the job is not being done correctly, so they waste their money and their effort. I'm wondering if there's something we could do to have some meetings to assist those residents who are doing it themselves, to make sure it's done properly, and give them knowledge or the

understanding of how it should be done correctly, so it doesn't break away again. I've seen a lot of money that they've put into it, and it wasn't done right, so I don't know how we can help these residents. Then that makes it even more difficult to redo it, because now we have to take out what's there, they have to come in and redo it, while if you were doing it right from the beginning, it would have been done right. So how can we put something in place to assist these residents, and let them not be afraid to come to us to get the assistance, and to do it right. Let's get something together, so we can go out and speak to all these residents, get them online, explain to them what's happening, see who needs help, who's going to do it themselves, make sure it's done right, and fix it once and be done.

MAYOR MESSAM: Thank you. May I have a motion?

On a motion by Vice Mayor Riggs, seconded by Commissioner Chambers, to approve Resolution #R5994, the Commission voted:

Commissioner Chambers	Yes
Commissioner Barnes	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Resolution No. 16-74

5. Temp. Reso. #R5941 approving the **renewal** of the **solid waste and recycling collection Franchise Agreement** with Waste Pro of Florida, Inc., for the first three-year renewal period, commencing May 1, 2016; authorizing the City Manager to execute an amended and restated Franchise Agreement with Waste Pro of Florida, Inc.; authorizing a reconciliation payment to Waste Pro of Florida, Inc. for past services rendered. *(Public Works Director Thomas Good and Assistant Finance Director Barbara Hastings)*

Public Works Director Thomas Good and Assistant Finance Director Barbara Hastings presented the subject resolution, as illustrated in the backup. The City Manager recommended approval.

MAYOR MESSAM: Thank you, Mr. Good. At this time, do we have any questions or comments from the public? If you do, if you could make your way forward. Yes, come forward, ma'am. State your name and address for the record.

Debra Scialabba, 6490 SW 26 Street, Miramar, sought clarification, as she was confused about the City's failure to bill 500 plus homes for waste disposal service, and residents going on vacation and suspending their service while away. She believed the City's utilities billing was standard, so whether someone went on vacation and shut off their water, this did not stop trash pickup. Thus, if they were away for six months, there

should still be a bill. She continued to pay the same $18.75 for a family of one, the same billed to a family of five to seven people. She restated the positives she mentioned at a previous meeting about the service Waste Pro provided. They were a professional company, and she hoped the Commission would approve the continuation of the service with Waste Pro, as taxpayers dollars paid for the subject service, and they appreciated contracting with a company with whose services they were happy.

MAYOR MESSAM: Yes, sir, you're recognized. State your name, address, and three minutes.

Norman Hemming, 9450 SW 18th Street, Miramar, wished to commend Waste Pro for their excellent service in Miramar. He asked whether or not the Commission considered doing competitive bidding again with respect to the subject contract, wondering what other municipalities paid for the same service. Waste Pro appeared to be an excellent company, but he alleged they had issues with the EPA in the past, particularly with respect to hazardous waste, so he found it interesting that they were able to provide disposal service of Miramar's hazardous waste at no added cost to the City.

MAYOR MESSAM: Thank you. Good evening, yes, ma'am.

Mary Raynor, 6100 SW 21st Street, Miramar, commended the work that Waste Pro had done with the City of Miramar, stating the citizens did not receive such great service with the former trash disposal provider. For example, they used to empty the trash and leave the carts in the middle of the road, and Waste Pro did not work in this manner at all. Any issue regarding waste disposal brought to her attention by a resident, when she called Waste Pro, they immediately responded and addressed the issue.

MAYOR MESSAM: Thank you. Are there any additional comments from the public? Seeing none, bringing it back to the dais. Do you have any comments or questions? Commissioner Chambers, you're recognized.

COMMISSIONER CHAMBERS: One of my concerns is missing those 500 homes. But I see we caught the problem, we're going to address it, we're going to put a system in place to make sure that doesn't happen again, but dealing with so many homes, at some point you're going to have one or two fall through the crack, because people move in and out, foreclosures, and new homes come online. It's a possibility to miss a few here and there. I know 500 is quite a bit, and I'm glad that we caught that now, so I think we're going to deal with the issue. I think Waste Pro provides a good service, and it's just like any company, they're not going to be 100 percent, but the issues that come up, we're going to deal with it, and I think the price that they're giving us, I think it's a pretty fair deal. Some of the competitors would never touch it, so I think I'm okay with approving Waste Pro.

MAYOR MESSAM: Commissioner Barnes.

COMMISSIONER BARNES: I'm not sure if staff will be able to answer this. Ms. Scialabba had asked for an explanation as to the billing, versus when one is on vacation, as against the missed homes. I think there needs to be a clarification as to that, because what I think we're looking at is two separate things, right? You probably aren't being serviced because you went off on vacation and didn't let us know you're back, as opposed to people who are being totally missed, two separate things.

MS. HASTINGS: Yes, that's correct, because when you go on vacation, we don't start billing you for water. You get the base charge. However, you can discontinue your waste collection, and then when they come back from vacation, they don't advise the City that they're back, but consumption comes on the meter, so right away, when there's consumption on the meter, we just start billing. So no one comes in and advises the City, the billing just continues with the additional consumption.

COMMISSIONER BARNES: And, on the other hand, the homes that were missed for those years, the homes that weren't collected, the ones that we're compensating for in the agreement.

MS. HASTINGS: No, eventually when they came back online, they got service, so Waste Pro did service the homes when they came back online.

COMMISSIONER BARNES: What I want is a differentiation between those homes, as against the homes where collection probably stopped and didn't restart at the appropriate time because of that vacation situation being completely different from the fact that we're missing a number of homes.

MS. HASTINGS: I'm sorry. We can't separate the two, because of the system at the time. All we were able to identify is that at some point, the sanitation service was taken off and was never put back on, and this is longer than the term of the contract with Waste Pro, because we had an old system, and the conversion did not come over correctly. I'm not sure if that answered your question.

MAYOR MESSAM: Commissioner Barnes, does that resolve your question?

COMMISSIONER BARNES: Not entirely. In my meetings, my understanding is that Waste Pro wasn't being paid for homes that were not in our system, but they had it in their system.

MS. HASTINGS: They had it in their system, but we were not billing it.

COMMISSIONER BARNES: They were actually servicing these addresses?

MS. HASTINGS: They were actually servicing, yes.

COMMISSIONER BARNES: What I wanted is an explanation differentiating the two situations, one where someone goes off on vacation, as against people who were just not in the system, although Waste Pro did pick them up.

MS. HASTINGS: We would have to look at the numbers to see. I'm sorry.

MAYOR MESSAM: A follow-up question in terms of the discrepancy. Of the unbilled amount that was due Waste Pro, what percentage is attributed to data conversion for billing, versus residents who stopped service?

MS. HASTINGS: We did not look at the difference. We would have to go back and see what percentage. We did not narrow it down like that to, say, 50 percent of the people were vacation stops, and 50 percent was conversion issues.

MAYOR MESSAM: So when we entered into the contract with Waste Pro, and we were negotiating terms of the contract, there had to be a baseline number of accounts, homes, properties, containers, dumpsters, whatever the classification, 37,000 that needed to be serviced, that would cost X amount of dollars, correct?

MS. HASTINGS: Correct.

MAYOR MESSAM: So there was no verification of if these 37,000 are actually real?

MS. HASTINGS: Waste Pro delivered cans. They knew how many cans they delivered to how many homes. They had a number. Our system was already set up, because we were converting from a previous vendor, a previous carrier, so all we did was change the rates in the system, and we continued billing, and we know from this point forward, we're paying Waste Pro. Now the issue is Waste Pro and us never got together for Waste Pro to say, "Okay, we delivered 37,101 cans." They didn't communicate that to us until quite a while when they're running their system, and we're running ours, we're sending their payment to them, they're posting it, and their balances tend to be higher than ours. That's what triggered the issue. They're saying, "But we have an accounts receivable of this number," while the City had a much smaller amount. So then we got together and said, "What we need to do is compare all of the accounts you have, show us the number of cans and the number of homes," and then we started the reconciliation. We also looked at the COs for the homes during the period of time, to determine what was missed there, and, yes, there was some missed COs homes as well, not that significant, but some were also missed. We put a process in place now to prevent that with the new system. On a weekly basis, we generate; we've designed a report that generates and picks up every home that was CO'd. A staff member goes in, reviews in the system to ensure that all the services are appropriately set up, and that account is open. In addition to the vacation stops, now every week our two billing clerks run a report, because now the system that we have can generate a report that can tell us really quickly what homes are missing services. We run that report and the two billing clerks go into the system and fix anything that had a previous zero consumption,

and now there's consumption, and services need to be added back before we do the billing, because we do four billings, one per week.

MAYOR MESSAM: Couple more questions. One, when the contract started, Waste Pro had to know how many accounts we had to be able to order these bins, right?

MS. HASTINGS: Correct.

MAYOR MESSAM: So if we had accounts, homes, or properties not in the record, let's say it was 37,000 even, Waste Pro would have ordered 37,000 containers. It would appear to me, commonsense, that all the properties not in the system would not have gotten a bin, correct.

MS. HASTINGS: The property was in the system, the service was not connected. So I live at a property, doesn't mean I wasn't getting a water bill. I was getting a water bill, but the sanitation service was not connected to that account. If at any appoint we say how many residential accounts we have, we know exactly how many residential accounts, and it would equal to Waste Pro's. But the unfortunate thing is we couldn't run a report that tells us how many accounts have sanitation services attached to them. That was where the problem stemmed from.

MAYOR MESSAM: What was the original amount? We have before us a negotiated amount. What was the original amount that stated that we were owed?

MS. HASTINGS: The original amount was, of course, $1,875 for 54 months for the 505 homes, so it's $511,000. Now remember, of that, we would get a franchise fee out of that, so not all of that would be Waste Pro. After we reduced that by the franchise fee, which is approximately 32 percent, we would come up with $347,000. Assuming everything was billed and collected, that would be the amount we would have paid to Waste Pro. We ended up settling at the $325,000.

MAYOR MESSAM: So what was the audit process to verify that we actually owed what Waste Pro said that we owed them?

MS. HASTINGS: We went in and matched every home to see which home was missing services, and for how long, and then simple calculation on the monthly rate, because they were residentials, so it was easy to calculate, because it's a standard amount.

MAYOR MESSAM: And when were we notified by Waste Pro that we owed this amount of money? How long into the contract?

MS. HASTINGS: The reconciliation process was finished last year, it was approximately July of last year that we got the invoice from Waste Pro notifying us of the amount.

MAYOR MESSAM: So that was four years into the contract?

MS. HASTINGS: Yes, a little over four years, yes.

MAYOR MESSAM: So I guess my question to the vendor is why wait four years? It took four years to know you're being under paid?

MS. HASTINGS: I would have to defer to Waste Pro.

MR. GOOD: I'd like to ask Mr. Russell to come up and speak for a moment about that particular component that you're speaking to.

MR. RUSSELL: Russell Mackie, Regional Vice President of Waste Pro, Florida. When we started, we knew exactly how many carts we delivered. We bar coded them to an address. We had an address list, and we gave that to the City, saying, "Hey, this is where we delivered the recycle carts." Because the City already had their billing, there was no reason to cross-reference those at the time. As you began paying us, because you collect money on each individual home, but when you pay us, you pay us one big amount, we take the total house count of 32,000, whatever the number is, times the amount that we get, and we just have a round number that goes to an account every single month. You had the detail, you were sending us a check, but the detail would be 35,000 entries long of all the homes that made up that check. So as we posted the money, posted the money, it seemed like the over 90 was growing, that things were getting out there. We didn't know, because the City bills on a weekly basis, we billed on a monthly, so there was probably a good year of saying, "Hey, maybe this is just the way the City collects it, and then gets the money to us." As we started to see the balance, we came forward and started to say, "We think that there's something wrong there." We gave our, as evidence, our recycling saying, "Hey, we know we delivered a cart to every single one of these units," because we bought them, purchased them. That started the basic City exercise of finding out how many homes that you were billing for, and I also believe that the County bills a small portion of forms for you, so there was finding out those homes. It was a long, tedious process, and we're very patient and waited and waited. The invoice that we finally gave to you was finally, when we got information back from the City saying, "Hey, this is how many homes we thin, that we have." And when they started, we were able to then say, "Well, this this I what you owe." Once we said that, the City went back and then did their reconciliation of our records, and basically matched up every single address, when did the City bill for it, had they paid us for it, and what amount was due to us. So I felt very comfortable after, again, long process. We didn't wait for four years to begin this, we started that much earlier on, but the data did not become clear to both parties until 12 months ago.

MAYOR MESSAM: Commissioner Colbourne, then Commissioner Chambers.

COMMISSIONER COLBOURNE: Thank you. I just want to say that, first of all, I'm pleased that the fees are not going up, that we are able to give the same rate to our residents, and working with Waste Pro, since I've been here, it's been very few

complaints that I've gotten from residents. In the cases where I've had any type of complaint, I do find that they have been very responsive, and they've been good corporate partners. So I am pleased to see that the City was able to work out these differences, and settled on an amount, which I do believe is a lot less than what was actually owed if it had been paid the way it should have been paid. It seems like the City is actually paying less. So, even in that sense, it's somewhat of a savings, so I'm really pleased that that issue was addressed and, moving forward, we won't see that happen again.

MAYOR MESSAM: Commissioner Chambers, you're recognized.

COMMISSIONER CHAMBERS: Ms. Hastings, I think I just want to simplify this for some of my residents who are watching on TV or online. From what I gather is, the City knows exactly how many homes we have, and they gave it to Waste Pro, and the number of homes matched. Waste Pro knows exactly how many homes; the City knows exactly how many homes. The discrepancy comes in with the billing. A few homes were not billed for the services, am I correct?

MS. HASTINGS: Correct.

COMMISSIONER CHAMBERS: Good. So because we missed those, didn't bill for those homes, the money came up short when we paid Waste Pro, correct?

MS. HASTINGS: Correct.

COMMISSIONER CHAMBERS: Good. So it's not like we missed any homes. We know exactly how many, the number correspond, so the problem is in the billing. This is what I want to explain, that we didn't miss any homes, we just did not bill a few homes, well, not a few, but quite a few homes. My question is, can we just let Waste Pro do the billing, would that make it even easier, because the money that we're billing, we don't pay Waste Pro all that money, we pay them a percentage, whatever that is, right?

MS. HASTINGS: We pay them a percentage, and we only pay them on what we collect, so if we don't collect it, they don't get paid.

COMMISSIONER CHAMBERS: And that's where the problem came in with that shortage, right?

MS. HASTINGS: Correct. That's why it took so long to identify.

COMMISSIONER CHAMBERS: To identify, correct. Thank you.

MAYOR MESSAM: On this issue, I think it's more so, not an issue, necessarily, on the vendor, it's an issue in terms of the City and our systems, and the billing. But we have to have this discussion, because you have residents here that receive services that

were billed, and paid for the service. Yet we have 500 residents or accounts that, for four and a half years, five years, received service and were never billed. That's a problem, and the residents deserve an explanation. This is not an issue regarding if the vendor was wrong, because the vendor did their job, they performed their contract. In fact, they went above and beyond, in my estimation, in terms of weathering the storm, they noticed irregularities, worked with the City, "Hey, you're a little short on what we think you owe us." So it took some time to work that out. But this discussion is specifically for our residents to be able to understand. So now the question becomes, I think it's very difficult for us to go back to the residents that received service and did not pay for it, even though we could have every right to do so, because we rendered a service that we did not collect on because of the City's mistake. We have to take ownership when we make the mistake, and I'm hopeful that our new information systems does not allow this lapse to happen again, and I hope if we ever do another conversion, because we paid big dollars, when these software companies come in to change out an ERP system, we're paying hundreds of thousands of dollars, in terms of mass conversion. Those conversions, I mean they have their consultants in, and they should be testing it. Maybe, perhaps, Mr. Attorney, purchasing, when we're procuring these types of services again, when we're doing information technology conversions that we hold either some kind of bond or some errors and omissions, because I think that's something that should have been caught in the conversion process, but yet now the taxpayer is left to hold the bag on this. So, yes, we have to own up when we make these errors, and when we make these errors, we treat them as lessons learned; we go through the process, however painful it may be, to admit it, that we always keep a level of transparency for the residents. Because I know there are many residents sitting out in the audience and say, "Hey, I know I received my bill every month, and I had to pay." So what happened to our residents, who we love and cherish, who didn't have to pay? So that is why we need to have this discussion. Thankfully, we have moved forward, we have reconciled, and that this issue won't happen again.

COMMISSIONER CHAMBERS: Mayor?

MAYOR MESSAM: Yes, Commissioner Chambers, you're recognized.

COMMISSIONER CHAMBERS: Maybe we need to look at another form of billing, because garbage collection is billed in the water bill. Other cities have done a different way of billing; maybe we need to look at that, and separate the two to make sure we don't have this issue. I think we really need to take a closer look at this, and see what we can do much better to make sure we bill everyone, we don't have this shortage. And I know we're going to pay Waste Pro, and it's not going to affect our residents, because we already allocated this money somewhere, we're going to find this money somewhere, right? Am I correct? Right, Mr. Good?

MR. GOOD: That is correct. These funds have been accounted for this fiscal year, yes, sir.

COMMISSIONER CHAMBERS: I think, for the future, we need to look at other ways of doing the billing. We really need to take a closer look.

MAYOR MESSAM: Thank you, Commissioner Chambers. Commissioner Barnes, you're recognized.

COMMISSIONER BARNES: I think may be one of the things we could look back at is the performance components of these arrangements we have with the tech companies, because I think what we're looking at here is not necessarily examination at the start of a contract. But to say, "Hey, listen, we're running for a year, go back and look how efficient we are. Look if you're doing what we're paying you to do." And I think that is the kind of consideration we need to leave this discussion with.

MAYOR MESSAM: Yes. Are there any other comments or questions? If not, I'll entertain a motion.

On a motion by Commissioner Colbourne, seconded by Commissioner Chambers, to approve Resolution #R5941, the Commission voted:

Commissioner Chambers	Yes
Commissioner Barnes	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Resolution No. 16-75

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MAYOR MESSAM: Before we move on, before it gets too late, I would like to recognize the attendance of two of the Youth Advisory Council members. We have Qiang Ling Wang and Kyle Chen. They're two members of our Youth Advisory Counsel, and those of you who were present last Commission Meeting, they gave an outstanding presentation on their trip to Nashville with the National League of Cities. Thanks so much coming forth and being involved in the civic process.

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6. Temp. Reso. #R6000 **authorizing** the **lease purchase** of one **Emergency One Custom Emax Typhoon 78-Foot Quint** and one **Emergency One Custom Emax Typhoon Pumper** from Hallmark Apparatus, Inc., and two **AEV Custom Type 1 Medium Duty Ambulances** from ETR, LLC, utilizing Florida Sheriff's Association Contract No. 15-11-0116, and one **Non-Walk-In Rescue Vehicle** from EVI, Inc., utilizing the Houston-Galveston Area Council Contract No. FS12-15; awarding Request For Proposals No. 16-02-14 to U.S. Bancorp Government

Leasing and Finance, Inc. for the financing of the lease purchase in an amount not-to-exceed $2,458,500. *(Procurement Director Randy Cross)*

Fire Chief Keith Tomey, III, and Procurement Director Randy Cross went over the proposed resolution, as set forth in the backup. The City Manager recommended approval.

MAYOR MESSAM: Thank you. Are there any comments or questions from the public? Seeing none, bringing it back to the dais. Are there any comments from the dais? Yes, Commissioner Barnes, you're recognized.

COMMISSIONER BARNES: Any pictures of these trucks?

CHIEF TOMEY: No, sir, not yet, but when we build them, we'll park them out front for the next Commission Meeting.

MAYOR MESSAM: Commissioner Chambers, you're recognized.

COMMISSIONER CHAMBERS: How are you, Chief Tomey?

CHIEF TOMEY: Good.

COMMISSIONER CHAMBERS: I just want to ask, those vehicles that we're purchasing, what's the life span?

CHIEF TOMEY: According to the vehicle replacement plan, the engine and the ladder is 15 years, the two rescues and battalion chief's vehicle are eight years.

COMMISSIONER CHAMBERS: Great, thank you.

MAYOR MESSAM: Are there any other questions? If not, I'll entertain a motion.

On a motion by Commissioner Chambers, seconded by Vice Mayor Riggs, to approve Resolution #R6000, the Commission voted:

Commissioner Barnes	Yes
Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Resolution No. 16-76

ORDINANCE

7. **FIRST READING** of Temp. Ord. #O1636 approving a **Comprehensive Pay Plan** for **unrepresented employees** for the period beginning October 1, 2015 through September 30, 2016; and providing for an effective date. *(Human Resources Director Sam Hines)*

CITY MANAGER WOODS-RICHARDSON: Mr. Mayor, I'd like to pull item number seven, so that we can allow for a workshop to discuss the FRS components of the item.

MAYOR MESSAM: For what specific purpose would we be withdrawing this item? This is the second time it's been pulled.

CITY MANAGER WOODS-RICHARDSON: Well, there are some concerns that there is pending language in the Legislature that's going to be coming through, as it relates to the item. Additionally, there's some issues in terms of we think that we can make a better presentation of the item with the separation of the FRS component from the pay plan component. My understanding is that was on a recent development, it being there, we can take it out, and then we can have the two items flow separately, the way I think that it should be done.

MAYOR MESSAM: I would say one of the concerns I have in terms of not moving forward with the item, with the FRS situation, not necessarily a specific objection towards that. But one of the concerns I have with regard to withdrawing the item is that for almost 20 percent of our workforce, with his our unrepresented employees, their salary and benefit adjustments, which are due to come into effect for fiscal year (FY) 2016, which I remind us all which started in October of 2015, which is half a year, almost six months, are still in the balance. I think our employees should be receive what they are due, in terms of what the CPP provides. Because, typically, we approve this a month or two after the budget is adopted, and it's now March, and to continue to delay, and I have other concerns in regard to this item, in terms of why it's delayed. I know there's mention regarding proposed developments in the State Legislature that might impact this item, but I just think that for the benefit of our residents, that we move those—we move the item, in terms of allowing our residents to benefit from the annual salary adjustments, and benefit adjustments that would be included in the CPP. How do we reconcile the request to withdraw? Who's making the request to withdraw? You're making the request to withdraw, or is someone else making the request? Are the attorneys making the request? Who's making the request? Who made the request to withdraw?

CITY MANAGER WOODS-RICHARDSON: It is the desire to discuss it, to have the workshop. I did get the request from Commissioner Colbourne, we can discuss the item some more.

MAYOR MESSAM: Is there any reason why we can't move forward with the items that can move forward.

COMMISSIONER COLBOURNE: Mr. Mayor, if I may. There's been a request from the Manager to withdraw the item, and it's a duly request, and I don't see why we couldn't adhere to the request. I mean I do wish to sit in a workshop and discuss this item. I think some of the issues here are pretty complex, and we have never sat and workshopped them. We have workshopped items much more frivolous than this, so I don't see anything wrong with the request, in why should we have a whole discussion on it, when we will have that opportunity at another time. I mean that's the whole issue for us to have this discussion.

MAYOR MESSAM: Yes, let me clarify. I'm not saying we should not workshop the item that is in question.

COMMISSIONER COLBOURNE: I'm not sure what you're saying.

MAYOR MESSAM: Let me ask a question. What components of the CPP are in question? Or what item is in question? This is a question for the Manager and/or the City Attorney.

CITY MANAGER WOODS-RICHARDSON: Actually, the components of the item that are ready to go, are those specifically to the pay plan, as it relates to all of the regular employees, and what my plan is that we're going to separate that and bring that back to the next meeting. Because it's a cleanup process, what I passed by the attorney was if we were able to take that portion out tonight, we could make the corrections on the record, and move forward with that. But the cleanup process is to separate the two and then bring it back.

CITY ATTORNEY COLE: Mayor, if I can. Historically, the Comprehensive Pay Plan did not include the elected officials, and it was approved by resolution. There came a point in time, I don't remember when it is exactly, but there did come a point in time when the elected officials were added, so their salary and benefits. When that happened, I advised the City that, under the Charter, the Commission salary and benefits have to be done by ordinance. So the reason the CPP is being done by ordinance, and has been for the last several years, ever since the elected officials were added, is because it has to. I think the thought is that the elected officials, everything dealing with the elected officials can be taken out of the CPP. It can be approved by resolution at the next meeting, which would have been second reading, so it takes effect the same time. As to the elected officials, everything will be separated into an ordinance, and that will be all addressed in that ordinance, so that way, in the future, you don't have to do your CPP by ordinance, you can just do it by reso., and you can deal with anything with the Commission through your ordinance, and you don't have to be changing it every year, unless you choose to.

MAYOR MESSAM: So I'll rephrase my question.

MAYOR MESSAM: Is the CPP issue in question pertaining to elected officials, or is it pertaining to the unrepresented employees.

CITY ATTORNEY COLE: I believe it's elected officials issues that are in question.

MAYOR MESSAM: So it's an elected official issue, so I'll go back to my initial concern. I have no problem workshopping the issue regarding the elected officials and the FRS. What I'm suggesting is for the unrepresented employees who have been waiting since October for this passage, that if we can move this item forward, and separate the elected official issue tonight. That's my question. I'm not questioning a budget process, well, not the budget process, but why we would workshop or why a workshop would be beneficial. I'm just looking out for the employees that have nothing to do with the issue at question.

CITY ATTORNEY COLE: Mayor, if you do that, you could. Theoretically, what you could do is you could take the ordinance, take out the elected officials, pass it on first reading tonight, and then second reading on March 23rd. Or you can do nothing tonight, and the Comprehensive Pay Plan that we put on the agenda on March 23rd will just be a resolution, which will take effect on March 23rd, so it's going to take effect the same day for the nonelected officials. For the elected officials, we're going to have a separate ordinance; first reading can be on March 23rd or sometime in April, and that will take effect when it does, but we're going to separate the two out, and there's no delay for the non-elected officials, because it all takes effect March 23rd.

MAYOR MESSAM: That's all I was asking. I don't want the employees to wait another day, to be delayed any further, and that's the intent of my concern. Then once we get to the issue with the elected officials, I can voice and will voice my other issues in terms of how that will be resolve, which is my final question on this issue. Developments in the State or however the State Legislature decides to move forward, as it relates to the FRS, which would impact the item in question, when would it come into effect?

CITY ATTORNEY COLE: The session ends in, I believe, nine days, so we will know whether anything enacted within nine days. That doesn't mean the Governor is going to sign it, and it still wouldn't be in effect until July 1st or October 1st, depending on the way they do the legislation, but at least it will give you the idea of how to address the issue into the future, if it's adopted or if it's not adopted. And it may not be adopted, so we don't know if it's going to have any impact or not. But we should know, at least have some better idea in two weeks, so even if you have the workshop, or in three weeks, March 23rd, we'd have an idea of that issue at that point.

MAYOR MESSAM: So wouldn't it be better to resolve that issue once the legislation has been ratified by signature of the Governor, as opposed to coming up with a solution prior to we knowing that the legislation. First of all, we don't even know whatever bill that is being proposed will pass, or, once if it does pass and passes the Legislature, that the Governor would sign it. So it would seem to be that it would be best to, at least for

the elected official portion, we can workshop now, but wait until it has been decided by the State, in terms of what the next direction would be.

CITY ATTORNEY COLE: I think that's a good point, but if nothing passes, we'll know that in three weeks. If something does pass that doesn't have an impact, it won't matter if it's signed or not. If something does pass that does have an impact, I think you're right, you may want to wait, but you do still need to figure out what you're going to do now. I mean every month payments are being made, so we need to figure out what we're doing. We don't want to delay the elected officials' aspect for an extended period of time. But it sounds like the plan, and what the City Manager had talked to me about was to go ahead and take out the elected officials from this, put it on as a reso. on the 23rd, the next meeting. The employees will be taken care of. The elected officials will continue as is, until you take further action, and that will be done by a separate ordinance, and we'll workshop that either the 23rd or shortly thereafter.

MAYOR MESSAM: Are there any other questions or comments? As long as the unrepresented are resolved by the next meeting, I'm okay. Are there any other comments? Commissioner Chambers.

COMMISSIONER CHAMBERS: Now my question is, are the regular employees going to fall under the same category as the elected officals?

CITY MANAGER WOODS-RICHARDSON: No.

COMMISSIONER CHAMBERS: As far as paying into the pension, and they're not going to receive it? No?

CITY ATTORNEY COLE: No, because only the elected officials are on the FRS program, so even if someone worked in Dade County or somewhere else, and was covered by FRS and retired, and came to work for the City, they would not be part of the FRS plan in the City, so this issue would not affect them. This cannot affect anyone except for the five of you.

COMMISSIONER CHAMBERS: So what is the attorney recommending tonight, and the City Manager, to wait or what's your recommendation?

CITY ATTORNEY COLE: I think, based on my conversation with the City Manager is, we should go ahead and do what I just mentioned. We should go ahead and withdraw this tonight. We will put on the next agenda a resolution approving the Comprehensive Pay Plan without the elected officials. The elected officials issues will all be workshopped and, shortly thereafter, they'll come with an ordinance, and we'll go back to the way we did this ten, 15 years ago, which is all the elected officials issues are dealt with by ordinance and not part of the Comprehensive Paly Plan.

COMMISSIONER CHAMBERS: And my understanding is that it's going to be retroactive, so they're not going to lose anything.

CITY ATTORNEY COLE: All these are always retroactive, so, yes.

COMMISSIONER CHAMBERS: Okay so that's fine.

MAYOR MESSAM: Any other questions or comments? Seems like we have consensus? This doesn't require a vote, correct, just consensus?

CITY ATTORNEY COLE: No. Yes, and it doesn't even require a consensus. The truth is that the City Manager controls the agenda. If she wants to withdraw it, she can do whatever she wants. So if she's withdrawn it, there's nothing else that needs to be done.

CITY MANAGER WOODS-RICHARDSON: Now you tell me.

Withdrawn

QUASI-JUDICIAL PUBLIC HEARING

City Attorney Cole explained Miramar's procedures regarding quasi-judicial hearings, stating the rules applied to items 8 and 9.

Those providing testimony on the following quasi-judicial items were collectively sworn in by City Clerk Gibbs.

8. Temp. Reso. #R5983 considering Application No. 1503202, **conditional use** approval for the expansion of the existing conditional use of the **Chevron Service Station** located at 3100 Southwest 148 Avenue. *(Community & Economic Development Director Eric Silva)*

Community & Economic Development Director Eric Silva reviewed items eight and nine in one presentation as set forth in the backup, though each item was voted on separately. The City Manager recommended approval with staff conditions as noted in the backup.

Paul Lingerfelt, the applicant's representative, concurred with Mr. Silva's presentation, adding that the applicant agreed to satisfy all five City staff conditions for approval.

MAYOR MESSAM: Will there be E85 fuel available with the expansion?

MR. LINGERFELT: This one does not have E85.

MAYOR MESSAM: Are there any other questions for staff or the applicant? Yes, Commissioner Barnes, you're recognized.

COMMISSIONER BARNES: What is prompting the request for this expansion? Are we talking about increased service, increased activities?

MR. LINGERFELT: Basically, it's a response to our customers, our clients, the residents and business people in the area. During peak hours, the pump islands are crowded, and people are having to wait longer than they liked to wait to get fuel. So this is Sunshine Gasoline Distributor is the owner, it's their response to the public for additional fueling positions. We have the room, which makes it nice, and it is a direct response to the public.

MAYOR MESSAM: At this time, are there any questions or comments from the public? Seeing none, coming back to the dais. Commissioner Chambers, you're recognized.

COMMISSIONER CHAMBERS: I must say I use that gas station frequently, and I want to thank you for keeping the price low, so I recommend approval.

MAYOR MESSAM: Any other questions or comments from the dais? All right, so we'll take these items one by one. I'll entertain a motion on number eight, please.

On a motion by Vice Mayor Riggs, seconded by Commissioner Colbourne, to approve Resolution #R5983, the Commission voted:

Commissioner Barnes	Yes
Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Resolution No. 16-77

9. Temp. Reso. #R5984 considering Application No. 1503203, **variance** approval for the expansion of the amount of service pumps of the **Chevron Service Station** located at 3100 Southwest 148 Avenue. *(Community & Economic Development Director Eric Silva)*

MAYOR MESSAM: Item number nine, motion, please?

On a motion by Vice Mayor Riggs, seconded by Commissioner Colbourne, to approve Resolution #R5984, the Commission voted:

Commissioner Barnes	Yes

Commissioner Chambers	Yes
Commissioner Colbourne	Yes
Vice Mayor Riggs	Yes
Mayor Messam	Yes

Resolution No. 16-78

OTHER BUSINESS

10. Reports and Comments:

Commissioner Reports:

MAYOR MESSAM: I'm starting with Vice Mayor Riggs, moving down.

VICE MAYOR RIGGS: Have a wonderful week, everyone. See you next meeting.

MAYOR MESSAM: Commissioner Barnes.

COMMISSIONER BARNES: Just to our residents, watch out for the citizenship drive coming up. I've been working on it. Working on it, details are getting together.

MAYOR MESSAM: Commissioner Chambers.

COMMISSIONER CHAMBERS: Thank you, Mr. Mayor. I must say I had the pleasure to day of the ribbon cutting of Vicky Bakery right here in Miramar. Great family history and it's good to see more jobs creating in the City of Miramar, so I want to thank the owners of Vicky Bakery for setting up in Miramar. Once again, I'd like to thank our employees, this great City, fire, police, GAME union, Utility, Parks, they're doing a wonderful, so I want to really thank them so much. Thank the residents a lot for providing that funding for keeping our City moving forward. Thank my colleagues, Commissioners, Mayor, thank you all so much. I must say that gas station, I visit frequently, I won't be visiting too frequently, because I change my truck, so I'm using less gas now.

MAYOR MESSAM: Commissioner Colbourne.

COMMISSIONER COLBOURNE: I do want to echo your sentiments, Commissioner Chambers, on Vicky Bakery. It was great to see the grand opening, and a lot of folks came out, and a lot of residents have been visiting their establishment, so it's really good to have their store right here in our neighborhood, get our café con leche, and our pastelitos. Also wanted to remind residents that early voting is coming up this Saturday, and encourage them to go out and participate in the process.

MAYOR MESSAM: Thank you. A couple of announcements and comments. I'd like to also wish Vicky Bakery all the best and much success. The City Commission was well represented at their grand opening today, and we look forward to a successful business enterprise there at the Kohl's Shopping Plaza. Second, we have a Commission retreat that was scheduled for March 12th, which is next weekend, and I think, originally, each of us was polled. And we were polled to see if that date worked, and there was a consensus that it did. But, out of courtesy, did see communication from your office, Commissioner Chambers that you now, will not be able to make that date, and it's important for all of us to be there, so we have to figure out when we're going to have the retreat.

COMMISSIONER CHAMBERS: I think Friday would have been a better day. I don't know if it's possible.

MAYOR MESSAM: I think the challenge is, is everyone available on the 11th for four hours in the morning, from 8:00 to 12:00? I think why Saturday was selected was for the elected officials that may be working on a Friday, obviously, wouldn't be available, so Saturday was the most convenient day for all of us. Is there a possibility that you can keep the 12th, or you just wanted to have it on the 11th, as opposed to the 12th, or is there a reason?

COMMISSIONER CHAMBERS: Saturday is more family time for me, but if I have to do it, fine.

MAYOR MESSAM: I mean we understand if there's extenuating circumstances, so if there is flexibility to have it on the 12th we would like to. And one of the reasons why we want to have it on the 12th is at some portion of the retreat, it could provide some direction for staff that will, potentially, provide direction for staff as they enter into the budget process. So the further we delay it and delay it, just adds more pressure to the budget process.

COMMISSIONER CHAMBERS: But this retreat, why are we having it at the City. That's a real retreat?

VICE MAYOR RIGGS: It's not a fun thing.

COMMISSIONER CHAMBERS: It's a workshop.

MAYOR MESSAM: It's a working meeting, and the reason why it's being held at the City, one, it keeps costs down; two, because it's a public noticed meeting, we had to make sure that our meetings are accessible to the public, as we were reminded yesterday in our ethics workshop. So, in keeping with that spirit, but it sounds like the 12th may work, and we definitely appreciate it, Commissioner Chambers, because family time is important for all of us, so we do know that we are sacrificing time away

from our family for it, for the benefit of the community. So we definitely appreciate your flexibility.

COMMISSIONER BARNES: I'm not sure if it has been noted that I responded to that workshop initially with a maybe, because there a number of issues that I still have to resolve to be able to attend the whole day.

MAYOR MESSAM: The time that was presented was, I think, 8:00 to 12:00?

CITY MANAGER WOODS-RICHARDSON: 8:00 to 4:00.

MAYOR MESSAM: Oh, 8:00 to 4:00.

COMMISSIONER BARNES: Not sure.

COMMISSIONER CHAMBERS: Can we change the hours?

VICE MAYOR RIGGS: When will you know, Commissioner?

COMMISSIONER BARNES: As of now, I don't have an answer.

MAYOR MESSAM: Well, do we know a date certain of when you will have an answer?

COMMISSIONER CHAMBERS: Instead of the whole day, maybe four hours, and then maybe another four hours?

COMMISSIONER BARNES: The only commitment I'm going to give at this time is that I'll try to attend most of the day. I cannot commit otherwise at this point in time.

MAYOR MESSAM: Okay, but you will be present?

COMMISSIONER BARNES: I will make an effort to be there.

MAYOR MESSAM: Okay, thank you. Commissioner Colbourne, will you be able to make the 12th?

COMMISSIONER CHAMBERS: Yes.

MAYOR MESSAM: Vice Mayor Riggs?

VICE MAYOR RIGGS: Yes.

MAYOR MESSAM: And I will be there so we have consensus to keep it. And, again, I do know that it's a Saturday, but thanks so much for your flexibility and your willingness to serve the public to have the retreat. Finally, just would like to inform the community,

I'll be having on April 9th, the 3K Run/Walk here at Town Center, followed by a day of fitness and activities, and health fair for the children, as well as the community. And the purpose of the event, as we've always done, last year was the first time we added the 3K, that is, basically, a route around Town Center. It's to introduce and bring together the community. So whether you're in the best of shape or in no shape at all, everyone can walk a mile at a minimum, if you're able to walk. For those who want to jog or those who want to sprint can sprint. But the main purpose is to bring the family, bring the kids. We have great corporate sponsors and partners: Joe DiMaggio, we'll have the teddy bear corner, and we'll have rock-climbing, face painting. The Miami Dolphins will have an obstacle course here. Memorial Miramar will provide free screenings, blood pressure. We'll have eye exams. We'll have chiropractors here, so if you want to get an adjustment, massages. We'll have fitness demonstration, spinning, yoga, aerobics, and jazzercise. It's always a great event, and it will be April the 9th from 8:30 to noon. Do we have any reports from Madam Manager, Mr. Attorney?

COMMISSIONER CHAMBERS: Mr. Mayor, I just want to mention for families, we have our annual Eggapalooza coming up on the 26th, so it's free to families, a fun day, rides, bounce house, Easter bunny, egg hunt, music, Home Depot workshop and so forth. And, Mr. Mayor, I just want to mention Big Al's Steakhouse; we can send some support to that lady's way. It's a small business in the plaza where Vicky Bakery just opened to Golden Krust. I'm asking to support this business to make sure she keeps her business going. So if we can stop by and buy from her, I'd greatly appreciated.

MAYOR MESSAM: Thank you. And have an awesome mixed green chili cheese salad. Meeting is adjourned.

City Attorney Reports:

None

City Manager Reports:

None

FUTURE WORKSHOP

Date	Time	Subject	Location
03/12/16	8:30 a.m.	Strategic Planning for the Future	Commission Conference Room
03/23/16	5:30 p.m.	Broward County Marijuana Ordinance	Commission Conference Room

ADJOURNMENT

MAYOR MESSAM: On that note, we are adjourned.

The meeting was adjourned at 9:11 p.m.

_____
Denise A. Gibbs, CMC
City Clerk
DG/cp

2.
CONSENT AGENDA
March 23, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: March 23, 2016

Second Reading Date:

Presenter's Name and Title: Hong Guo, P.E., Utilities Director, on behalf of the Utilities Department

Temp Reso Number: 5988

Item Description: Temp. Reso. No. 5988, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CASH SECURITY AGREEMENT AND ISSUE TO BROWARD COUNTY A CASH BOND IN THE AMOUNT OF $405,464 AS SECURITY FOR THE FLAMINGO ROAD RECLAIMED WATER DISTRIBUTION MAIN PROJECT. (Utilities Director Hong Guo)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Summary Explanation and Background: On May 20, 2015, the City Commission adopted Resolution No. 15-124, approving the award of a design-build agreement (the "Agreement") to Southern Underground Industries, Inc. ("Contractor"), for pre-construction services for the Flamingo Road Reclaimed Water Distribution Main (the "Project"). On February 23, 2016, the City Commission adopted Resolution No. 16-71, approving an amendment (the "Amendment") to the Agreement, for the provision of construction services for the Project.

As part of its obligations imposed by the Agreement and Amendment, Contractor is required to provide a performance and payment bond to the City in the amount of $1,260,000, as security in the event of default on the Agreement. Pursuant to the Agreement and Amendment, Contractor is also required to obtain a construction permit from Broward County (the "County"), which owns the Flamingo Road Right-of-Way.

Pursuant to its Administrative Code, the County is requiring the City as the developer for the Project to provide additional security in the amount of $405,464 in the form of check, cash or letter of credit, for the issuance of the permit for the Project. While, in the past, the County has waived this requirement for municipal projects based upon the surety bonds traditionally provided by contractors on construction projects, the County has since ceased offering the aforementioned waiver. Pursuant to its Administrative Code, the County will retain the security for one year after completion of the Project.

After reviewing the each option as to the form of security, staff determined that posting a cash bond is the least expensive option, in part because a letter of credit obtained from a bank will require collateral, a percentage rate charge and fees. This Resolution is for City Commission approval of the Cash Security Agreement the City will be required to execute in connection with the County's security requirement, and for approval to issue a cash bond in the amount of $405,464 as security for the Project.

Instructions for the Office of the City Clerk:

Public Notice – As Required by Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding in the amount of $405,464 for the cash bond agreement is within Reserve Account No. 410-90-000-536-000-606499.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR No. 5988**
- **Exhibit(s):**
  - **Exhibit A: Cash Security Agreement with Broward County**

MIRAMAR

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EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Hong Guo, P.E., Director of Utilities

DATE: January 27, 2016

RE: Temp. Reso. No. 5988, approving and authorizing the City Manager to execute a Cash Security Agreement and issue to Broward County a cash bond in the amount of $405,464 as security for the Flamingo Road Reclaimed Water Distribution Main Project.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5988, approving and authorizing execution of a Cash Security Agreement and issuance of a cash bond to Broward County (the "County") in the amount of $405,464 as security for the Flamingo Road Reclaimed Water Distribution Main Project.

ISSUE: Pursuant to the County's Administrative Code, Chapter 25, Exhibit 25.A, 3-2.1, a permit is required for existing and proposed construction in public rights-of-way under County jurisdiction, for the cost of restoring or maintaining public right-of-way due to or arising from failure of the permit holder to properly complete the work, to pay fully for labor, material or equipment supplied for the project, or for a failure in public right-of-way related to the permitted installation, for a period of one year after the permitted work and all required documentation has been completed, approved and accepted by the Highway Construction and Engineering Division.

BACKGROUND: The City's Wastewater Reclamation Facility treats and provides approximately 4.0 million gallons per day of reclaimed water for beneficial reuse within the reclaimed water service area that covers the region between Palm Avenue and I-75. The City continues to expand the reclaimed water distribution system with the purpose that additional irrigation users do not have to draw water from the groundwater aquifer, or use fresh surface water for irrigation.

The City has identified several commercial and residential developments along Flamingo Road, between Somerset Boulevard and Miramar Boulevard, which could connect to the reclaimed water system for irrigation (the "Project"). In order to connect these developments and supply reclaimed water, a new distribution main needs to be constructed. An eight-inch diameter reclaimed water main proposed along Flamingo Road where it will connect to an existing eight-inch diameter reclaimed water main located in the southern right-of-way of Somerset Boulevard east-bound lane. From the point of connection, the reclaimed water main is to run north along Flamingo Road and connect to an existing eight-inch main at the north property line of the proposed Wal-Mart site, providing connections to Silver Falls, Atlantic Commons, Wal-Mart Shopping Plaza, Miramar Square Shopping Plaza, Aviation Sales and the Flamingo Roadway median. The proposed main will also have a canal crossing at the C-9 canal and several road crosses to serve the communities identified. The estimated total length of the main is approximately 9,000 linear feet.

On May 20, 2015, the City Commission adopted Resolution No. 15-124, approving the award of a design-build agreement (the "Agreement") to Southern Underground Industries, Inc. ("Contractor"), for pre-construction services for the Project. On February 23, 2016, the City Commission adopted Resolution No. 16-71, approving an amendment (the "Amendment") to the Agreement, for the provision of construction services for the Project.

As part of its obligations imposed by the Agreement and Amendment, Contractor is required to provide a performance and payment bond to the City in the amount of $1,260,000, as security in the event of default on the Agreement. Pursuant to the Agreement and Amendment, Contractor is also required to obtain a construction permit from the County as the owner of the Flamingo Road Right-of-Way.

Pursuant to its Administrative Code, the County is requiring the City as the developer for the Project to provide additional security in the amount of $405,464 in the form of check, cash or letter of credit, for the issuance of the permit for the Project. While, in the past, the County has waived this requirement for municipal projects based upon the surety bonds traditionally provided by contractors on construction projects, the County has since ceased offering the aforementioned waiver. Pursuant to its Administrative Code, the County will retain the security for one year after completion of the Project.

After reviewing each security option, staff determined that posting a cash bond is the least expensive, in part because a letter of credit obtained from a bank will require collateral, a percentage rate charge and fees.

Temp. Reso. No. 5988
1/27/16
3/14/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CASH SECURITY AGREEMENT AND ISSUE TO BROWARD COUNTY A CASH BOND IN THE AMOUNT OF $405,464 AS SECURITY FOR THE FLAMINGO ROAD RECLAIMED WATER DISTRIBUTION MAIN PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 20, 2015, the City Commission adopted Resolution No. 15-24, approving and authorizing the City Manager to execute an agreement (the "Agreement") with Southern Underground Industries, Inc. (the "Contractor"), for the provision of design services for the Flamingo Road Reclaimed Water Distribution Main (the "Project"); and

WHEREAS, on February 23, 2016, the City Commission adopted Resolution No. 16-71, approving and authorizing the City Manager to execute an amendment (the "Amendment") to the Agreement with the Contractor, for the provision of construction services for the Project; and

WHEREAS, Broward County (the "County") owns the Flamingo Road Right-of-Way; and

WHEREAS, pursuant to the Agreement and Amendment, which requires Contractor to obtain a construction permit from the County, Contractor submitted to the County documentation necessary to obtain the required permit; and

WHEREAS, the County is requiring additional security from the City in the form of check, cash or letter of credit for the amount of $405,464 for the issuance of the requested permit to Contractor; and

WHEREAS, the City Manager recommends that the City Commission approve and authorize execution of the Cash Security Agreement attached hereto as Exhibit "A", and authorize the issuance of a cash bond to the County in the amount of $405,464 as security for the Project; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve and authorize the City Manager to execute the Cash Security Agreement attached hereto as Exhibit "A" and to issue to the County a cash bond in the amount of $405,464 as security for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

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 Manager is authorized to execute the Cash Security Agreement in the form attached as Exhibit "A", together with any non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney, and to issue to Broward County a cash bond in the amount of $405,464 as security for the Flamingo Road Reclaimed Water Distribution Main Project.

Section 3: That the appropriate City officials are hereby authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 4: That the appropriate City Officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Temp. Reso. No. 5988
1/27/16
3/14/16

Section 5: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

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

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

CASH SECURITY AGREEMENT

(Installation, Construction and Completion of Improvements)

KNOWN BY ALL PRESENT: That City of Miramar, a Florida Municipal Corporation, (hereafter "DEVELOPER/CONTRACTOR"), herewith tenders unto Broward County, a political subdivision of the state of Florida, (hereafter "COUNTY"), the full and just sum of Four Hundred and Five Thousand, Four Hundred and Sixty Four Dollars ($405,464.00), lawful money of the United States of America, to which payment well and truly made bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, DEVELOPER/CONTRACTOR requested a permit (hereafter "PERMIT") from the COUNTY to install, construct, and complete certain road improvements (hereafter "Improvements"); and

WHEREAS, said PERMIT requires DEVELOPER/CONTRACTOR to install, construct, and complete said Improvements at DEVELOPER/CONTRACTOR's sole cost and expense and at no cost or expense to COUNTY, as well as maintain said Improvements for a period of one (1) year from the date of acceptance of said Improvements by the COUNTY; and

WHEREAS, as a condition of the issuance of a PERMIT by COUNTY to DEVELOPER/CONTRACTOR, said DEVELOPER/CONTRACTOR is required to furnish to COUNTY satisfactory security, securing the costs for the installation, construction, completion, and maintenance of the Improvements;

NOW, THEREFORE, the conditions of this obligation are such that if the above bound DEVELOPER/CONTRACTOR shall in all respects comply or cause others to comply with the terms and conditions of said PERMIT, within the time specified, and shall in every respect fulfill the obligations herein, then this obligation shall be void; otherwise, to be and remain in full force and effect:

1. DEVELOPER/CONTRACTOR unconditionally covenants and agrees to install, construct, and complete all Improvements, more specifically described in Exhibit "A," attached hereto and made a part hereof, required by the PERMIT, and to maintain such Improvements for a period of one (1) year from the date of written acceptance of the Improvements by the COUNTY.

2. The estimated costs of the Improvements are Four Hundred and Five Thousand, Four Hundred and Sixty Four Dollars ($405,464.00), which shall be secured by cash, cashier's check, or certified check made payable to the Broward County Highway Construction and Engineering Division ("Engineering Division").

3. Upon completion of the Improvements and acceptance by the COUNTY, DEVELOPER/CONTRACTOR shall notify the Engineering Division of such completion and acceptance. Upon a determination by the Engineering Division that the Improvements have been installed, constructed, completed, and accepted, and following the completion of DEVELOPER/CONTRACTOR's one (1) year maintenance obligation, the COUNTY shall have ninety (90) days to remit the security herein to DEVELOPER/ CONTRACTOR.

4. In the event DEVELOPER/CONTRACTOR fails to install, construct, complete, or maintain the Improvements, COUNTY or its authorized agent shall provide written notice to DEVELOPER/CONTRACTOR or its authorized agent or officer, of said failure to install, construct, complete, or maintain said Improvements. If DEVELOPER/ CONTRACTOR fails or refuses to comply with the requirements herein and as contained in the PERMIT within thirty (30) days of receipt of written notice from COUNTY, then COUNTY shall, at its option, have the right to complete DEVELOPER/CONTRACTOR’s obligations, or cause to be completed the aforesaid installation, construction, completion, or maintenance of the Improvements.

5. In the event COUNTY exercises the right to install, construct, complete, or maintain said Improvements as set forth in Section 4 above, DEVELOPER/CONTRACTOR shall be liable for all costs incurred by COUNTY and the monies tendered hereby shall be used to reimburse COUNTY for the total cost of such installation, construction, completion, or maintenance, including, but not limited to, engineering, legal, and contingent costs, together with any direct or consequential damages, which may be sustained on account of the failure of DEVELOPER/ CONTRACTOR to carry out and execute the required maintenance for the aforesaid one (1) year period.

IN WITNESS WHEREOF, DEVELOPER/CONTRACTOR has executed this Cash Security Agreement this _____ day of _____, 20___.

DEVELOPER/CONTRACTOR – INDIVIDUAL

Witnesses:

_____
(Signature)

Print name:_____

_____
(Signature)

Print name:_____

DEVELOPER/CONTRACTOR

_____
(Signature)

Print name: Kathleen Woods-Richard

Print address: 2300 Civic Center Place

Miramar, Florida 33025

____ day of _____, 20___

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Kathleen Woods-Richardson who is personally known to me, or produced_____ as identification.

_____
Notary Public

_____
Type or Print Name

Commission No. _____

DEVELOPER/CONTRACTOR-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

_____
(Signature)

Print name:_____

_____
(Signature)

Print name:_____

ATTEST (if corporation):

_____
(Secretary Signature)

_____
Print Name of Secretary

_____
Name of DEVELOPER/CONTRACTOR
(corporation/partnership)

By_____
(Signature)

Print name:_____

Title:_____

Address:_____
_____

____ day of _____, 20___

(CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation/partnership, on behalf of the corporation/ partnership. He or she is personally known to me or has produced _____ as identification.

_____
Notary Public

_____
Type or Print Name

Commission No. _____

EXHIBIT "A"

IMPROVEMENTS

Installation of improvements in accordance with the FLAMINGO ROAD RECLAIMED WATERMAIN DISTRIBUTION PROJECT - SOMERSET TO MONARCH LAKES plans approved by the Broward County Highway Construction & Engineering Division on November 20, 2015 under project reference number 150910102.

3.
CONSENT AGENDA
March 23, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: March 23, 2016

Second Reading Date: N/A

Presenter's Name and Title: Terrence Griffin, Parks and Recreation Director, on behalf of Parks and Recreation

Temp Reso Number: 5889

Item Description: Temp. Reso. No. 5889, APPROVING AN AMENDMENT TO RESOLUTION NO. 15-09, TO CHANGE THE LOCATION FOR THE NEW PLAYGROUND EQUIPMENT FROM MIRAMAR REGIONAL PARK TO CIVIC CENTER PARK AND TO REDUCE THE APPROVED EXPENDITURE AMOUNT FROM $103,155 FOR THE PURCHASE OF PLAYGROUND EQUIPMENT FROM PLAYCORE WISCONSIN, INC. D/B/A GAMETIME THROUGH DOMINICA RECREATION PRODUCTS, INC. TO AN AMOUNT NOT-TO-EXCEED $89,290. (Parks and Recreation Director Terrence Griffin)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Summary Explanation and Background: On November 5, 2014, through the adoption of Resolution No. 15-09, the City Commission approved the purchase of playground equipment for Miramar Regional Park and related relocation services for equipment located at the park from Playcore Wisconsin, Inc. d/b/a GameTime through Dominica Recreation Products, Inc. The existing playground located next to the corporate pavilion had been identified for relocation to allow for adequate space and parking for the proposed corporate conference facility/administration office at Miramar Regional Park.

On January 13, 2015, the City issued Purchase Order No. 26193 for the purchase of the approved new playground equipment. Since that time, the scope of the corporate conference facility/administration office has been reduced. Therefore, the existing playground no longer requires relocation. However, because the new playground equipment has already been ordered and manufactured, it can be utilized at a different location, namely the Civic Center Park. The overall cost for the project has been reduced from an amount not-to-exceed $103,155 to an amount not-to-exceed $89,290, using funds from the Civic Center Park project (Project No. 51015) rather than the funds referenced in Resolution No. 15-09. Any funds saved from this scope change and the playground relocation will be allocated towards the Regional Park Corporate Pavillion Renovation Project.

This Resolution is for the approval of the proposed amendment to Resolution No. 15-09, to change the location for the new playground equipment from Miramar Regional Park to Civic Center Park, and to reduce the approved expenditure amount for the purchase of playground equipment from Playcore Wisconsin, Inc. d/b/a GameTime through Dominica Recreation Products, Inc.

Instructions for the Office of the City Clerk:

Public Notice – As Required by Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding of $89,290 is available in the Police Benevolent Association/Civic Center Park Expansion Project already allocated in the Parks For People Grant Fund, GL Account 163-53-900-572-000-606510-51015.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR5889**
  - **Exhibit A: Resolution No. 15-09**
  - **Exhibit B: Purchase Order No. 26193**
- **Attachment(s)**
  - **Attachment 1: Resolution No. 15-09 (TR 5632) Agenda Item with Back-up**
  - **Attachment 2: GameTime Proposed Cost Changes**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Terrence Griffin, Parks and Recreation Director

DATE: January 27, 2016

RE: Temp. Reso. No. 5889, approving the proposed amendment to Resolution No. 15-09, to change the location for playground equipment from Miramar Regional Park to Civic Center Park and to reduce the approved expenditure amount for the purchase of new equipment from Playcore Wisconsin, Inc. d/b/a Gametime through Dominica Recreation Products, Inc. to an amount not-to-exceed $89,290.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5889, approving the amendment of Resolution No. 15-09, to change the location for new playground equipment from Miramar Regional Park to Civic Center Park and to reduce the approved expenditure amount for the purchase of equipment from Playcore Wisconsin, Inc. d/b/a Gametime through Dominica Recreation Products, Inc. (the "Vendor") in an amount not-to-exceed $89,290.

ISSUE: City Commission approval is necessary for the amendment of an adopted Resolution.

BACKGROUND: On November 5, 2014, through the adoption of Resolution No. 15-09, the City Commission approved the purchase of playground equipment at Miramar Regional Park and related relocation services for existing equipment located at the park from the vendor. The existing playground located next to the corporate pavilion had been identified for relocation to allow for adequate space and parking for the proposed corporate conference facility/administration office at Miramar Regional Park.

On January 13, 2015, the City issued Purchase Order No. 26193 for the purchase of the approved new playground equipment from the vendor. Since that time, the scope of the corporate conference facility/administration office has been reduced. Therefore, the existing playground no longer requires relocation. However,

because the new playground equipment has already been ordered and manufactured, it can be utilized at a different location, namely the Civic Center Park. The overall cost for the project has been reduced from an amount not-to-exceed $103,155 to an amount not-to-exceed $89,290, using funds from the Civic Center Park project (Project No. 51015) rather than the funds referenced in Resolution No. 15-09. Any funds saved from this scope change and playground relocation will be allocated towards the Regional Park Corporate Pavilion Renovation Project.

This Resolution is therefore for the approval of the proposed amendment to Resolution No. 15-09, to change the location for the new playground equipment from Miramar Regional Park to Civic Center Park, and to reduce the approved expenditure amount for the purchase of playground equipment from the vendor.

Temp. Reso. No. 5889
1/13/16
3/14//16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AN AMENDMENT TO RESOLUTION NO. 15-09, TO CHANGE THE LOCATION FOR THE NEW PLAYGROUND EQUIPMENT FROM MIRAMAR REGIONAL PARK TO CIVIC CENTER PARK AND TO REDUCE THE APPROVED EXPENDITURE AMOUNT FROM $103,155 FOR THE PURCHASE OF PLAYGROUND EQUIPMENT FROM PLAYCORE WISCONSIN, INC. D/B/A GAMETIME THROUGH DOMINICA RECREATION PRODUCTS, INC.TO AN AMOUNT NOT-TO-EXCEED $89,290; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 16, 2014, the City Commission approved Resolution No. 14-104, relating to the expansion of the Corporate Conference Facility/Administration Office Building at the Miramar Regional Park; and

WHEREAS, as part of the expansion of the Corporate Conference Facility/Administration Office Building, it was recommended that the existing playground in Miramar Regional Park be relocated; and

WHEREAS, accordingly, on November 5, 2014, through the adoption of Resolution No. 15-09, the City Commission approved the expenditure of an amount not-to-exceed $103,155, for the relocation of the playground equipment located at Miramar Regional Park and for the purchase of additional equipment from Playcore Wisconsin, Inc., d/b/a GameTime through Dominica Recreation Products, Inc.; and

WHEREAS, since the City Commission's adoption of Resolution No. 15-09 and the issuance of Purchase Order No. 26193, the scope of proposed expansion of the Corporate Conference Facility/Administration Office Building has been reduced, thus eliminating the need to relocate the existing playground; and

WHEREAS, the new playground equipment can alternatively be installed at the Civic Center Park for a reduced amount not-to-exceed $89,290, which represents a substantial savings to the City; and

WHEREAS, the City Manager recommends approval of the proposed amendment to Resolution No. 15-09, to change the location for the new playground equipment from Miramar Regional Park to the Civic Center Park and to reduce the approved expenditure amount from an amount not-to-exceed $103,155 to an amount not-to-exceed $89,290 and to allocate the savings from this action towards funding for the Regional Park Corporate Pavillion Renovation Project; and

WHEREAS, the City Commission finds that it is in the best interest of the citizens and residents of the City of Miramar to amend Resolution No. 15-09, to change the location for the new playground equipment from Miramar Regional Park to the Civic Center Park and to reduce the approved expenditure amount from an amount not-to-exceed $103,155 to an amount not-to-exceed $89,290.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed and made a true and correct part of this Resolution.

Section 2: That it approves the proposed amendment to Resolution No. 15-09, to change the location for the new playground equipment from Miramar Regional Park to the Civic Center Park and to reduce the approved expenditure amount from an amount not-to-exceed $103,155 to an amount not-to-exceed $89,290.

Section 3: That appropriate City staff is authorized to do all things necessary to carry out the aims of this Resolution.

Temp. Reso. No. 5889
1/13/16
3/14/16

Section 4: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

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

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

EXHIBIT "A"

Temp. Reso. No. 5632
9/17/14
10/23/14

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. 15-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AUTHORIZING THE EXPENDITURE FOR PLAYGROUND RELOCATION AND THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR MIRAMAR REGIONAL PARK FROM PLAYCORE WISCONSIN, INC., D/B/A GAMETIME, THROUGH DOMINICA RECREATION PRODUCTS, INC. IN AN AMOUNT NOT-TO-EXCEED $103,155, UTILIZING CHARLOTTE AND MECKLENBURG COUNTIES (NORTH CAROLINA) MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT NO. 110179; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 16, 2014, the City Commission approved Resolution No. 14-104 for architectural design services for the Corporate Conference Facility/Administration Office Building at the Miramar Regional Park; and

WHEREAS, to allow for the building's new footprint and the provision of adequate space and parking, it is recommended that the existing playground in Miramar Regional Park be relocated; and

WHEREAS, City staff has determined that participating in the U.S. Communities Government Purchasing Alliance and utilizing North Carolina Charlotte-Mecklenburg Counties Master Intergovernmental Cooperative Purchasing Agreement No. 110179, with PlayCore Wisconsin, Inc., d/b/a GameTime, through Dominica Recreation Products, Inc., for this purchase is in the best interest of the City; and

WHEREAS, pursuant to Section 2-413(7) of the City Code, the City may participate in cooperative purchasing plans with other public agencies within this State and any other state if the source selection methods used are substantially equal to the source selection methods in the City Code; and

WHEREAS, the total cost for removal, relocating and purchase of the playground equipment, site preparation, Americans with Disabilities Act-compliant surface and shade structure will be an amount not-to-exceed $103,155; and

WHEREAS, the City Manager recommends approving the expenditure for relocation of the Miramar Regional Park playground and purchase and installation of additional playground equipment in an amount not-to-exceed $103,155 for Fiscal Year 2015, utilizing North Carolina Charlotte-Mecklenburg Counties Master Intergovernmental Cooperative Purchasing Agreement No. 110179; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the expenditure for relocation of the Miramar Regional Park playground and purchase and installation of additional playground equipment in an amount not-to-exceed $103,155 for Fiscal Year 2015, utilizing North Carolina Charlotte-Mecklenburg Counties Master Intergovernmental Cooperative Purchasing Agreement No. 110179.

Temp. Reso. No. 5632
9/17/14
10/23/14

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

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

Section 2: That it approves the expenditure for relocation of the Miramar Regional Park playground and purchase and installation of additional playground equipment in an amount not-to-exceed $103,155 for Fiscal Year 2015, utilizing North Carolina Charlotte-Mecklenburg Counties Master Intergovernmental Cooperative Purchasing Agreement No. 110179.

Section 3: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Section 4: That this Resolution shall take effect immediately upon adoption.

Temp. Reso. No. 5632
9/17/14
10/23/14

PASSED AND ADOPTED this 5 day of November, 2014.

Mayor, Lori C. Moseley

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

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

DCA

City Attorney
Weiss Serota Helfman Cole Bierman & Popok, P.L.

Requested by Administration	Voted
Commissioner Winston F. Barnes	Yes
Vice Mayor Yvette Colbourne	Yes
Commissioner Alexandra P. Davis	Yes
Commissioner Wayne M. Messam	Yes
Mayor Lori C. Moseley	Yes

EXHIBIT "B"

PURCHASE ORDER

00026193-00 FY 2015

BILL TO

ACCOUNTS PAYABLE
CITY OF MIRAMAR
2300 CIVIC CENTER PLACE
MIRAMAR , FL 33025

VENDOR

PLAYCORE WISCONSIN, INC.

150 PLAYCORE DR SE

FORT PAYNE, AL 35967

Tel# 407-331-0101
Fax# 407-331-4720

Requisition
1501337

SHIP TO

ENGINEERING DEPARTMENT
CITY OF MIRAMAR
2200 CIVIC CENTER PLACE-2ND FL
MIRAMAR, FL
33025

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/13/15	010997	12/24/14		Construction & Fac Mgmt

POST-IT NOTES

To provide playground system and swing fra
me for Miramar Regional Park. Per Resolut
ion #15-09.

LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	Combination Sets, Playground - Playground System, Swing Frame and Installation. Per Resolution #15-09	83654.88	Each	1.000	83,654.88

CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: November 5, 2014

Second Reading Date:

Presenter's Name and Title: Terrence Griffin, Parks and Recreation Director, on behalf of Parks and Recreation

Temp Reso Number: 5632

Item Description: Temp. Reso. No. 5632, AUTHORIZING THE EXPENDITURE FOR PLAYGROUND RELOCATION AND THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR MIRAMAR REGIONAL PARK FROM PLAYCORE WISCONSIN, INC., D/B/A GAMETIME, THROUGH DOMINICA RECREATION PRODUCTS, INC. IN AN AMOUNT NOT-TO-EXCEED $103,155, UTILIZING CHARLOTTE AND MECKLENBURG COUNTIES (NORTH CAROLINA) MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT NO. 110179. (Parks and Recreation Director Terry Griffin)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial☐ Public Hearing ☐

Summary Explanation and Background: On April 16, 2014, the City Commission approved Resolution No. 14-104 for the provision of architectural design services for the development of the Corporate Conference Facility/Administration Office Building at the Miramar Regional Park. To accomodate the building's new footprint and facilitate the provision of adequate space for use of the building, including parking, it is recommended that the existing playground in Miramar Regional Park be relocated. The playground will be removed from its current location and pieces of it will be relocated to a space across the street and immediately southwest of the playground's present location. This Resolution also seeks approval for the purchase of new playground equipment, including an Americans with Disabilities Act-compliant rubberized surface and a shade structure. The new location will be safer for its users in that it will be fenced in and away from the daily vehicular traffic that will flow to and from the soon to be developed Corporate Conference Facility/Administration Building.

Instructions for the Office of the City Clerk: None.

Public Notice – As Required by Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding of $103,155 is available in Regional Park project allocated in the 2013 Revenue Bond, GL Account 388-53-801-572-000-606510-51002.

Content:

- **Agenda Item Memo from the City Manager to City Commission**

- **Resolution TR5632**
- **Attachments**
  - **Attachment 1: Price Proposal from GameTime**
  - **Attachment 2: Charlotte-Mecklenburg U.S. Communities Contract No. 110179**

MIRAMAR
BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Terrence Griffin, Parks and Recreation Director

DATE: September 17, 2014

RE: Temp. Reso. No. 5632, authorizing the expenditure for relocation of a Miramar Regional Park playground and the purchase and installation of playground equipment from Playcore Wisconsin, Inc. in an amount not-to-exceed $103,155, utilizing Charlotte and Mecklenburg Counties (North Carolina) Master Intergovernmental Cooperative Purchasing Agreement No. 110179.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5632, authorizing the expenditure for relocation of a playground within Miramar Regional Park and the purchase and installation of additional playground equipment from PlayCore Wisconsin, Inc. d/b/a GameTime, in an amount not-to-exceed $103,155, utilizing North Carolina Charlotte and Mecklenburg Counties Master Intergovernmental Cooperative Purchasing Agreement No. 110179.

ISSUE: City Commission approval is required for all expenditures exceeding $50,000 per vendor. This purchase authorizes expenditures in an amount not-to-exceed $103,155.

BACKGROUND: On April 16, 2014, the City Commission approved Resolution No. 14-104 for the provision of architectural design services for the development of the Corporate Conference Facility/Administration Office Building at the Miramar Regional Park. To accomodate the building's new footprint and facilitate the provision of adequate space for use of the building, including parking, it is recommended that the existing playground in Miramar Regional Park be relocated. The playground will be removed from its current location and pieces of it will be relocated to a space across the street and immediately southwest of the playground's present location. This Resolution also seeks approval for the purchase of new playground equipment, including an Americans with Disabilities

Act-compliant rubberized surface and a shade structure. The new location will be safer for its users in that it will be fenced in and away from the daily vehicular traffic that will flow to and from the soon to be developed Corporate Conference Facility/Adminstration Building.

The total cost for removal of the existing playground, relocation of certain equipment and purchase of new equipment is $103,155, which includes $19,500 for the removal of existing equipment from the park and $83,655 for the purchase of new equipment and installation. Funding is available in the Corporate Conference Facility project already allocated in the 2013 Revenue Bond.

Pursuant to City Code Section 2-413(7), the City may participate in cooperative purchasing plans with other public agencies within this State and any other state if the source selection methods used are substantially equal to the source selection methods in the City Code. This purchase will utilize Master Intergovernmental Cooperative Purchasing Agreement No. 110179, awarded by Charlotte and Mecklenburg Counties in North Carolina, as the Lead Public Agency and Contracting Agent for the U.S. Communities Government Purchasing Alliance. The Procurement Department has reviewed the contract documents and price quotes for Agreement No. 110179, and recommends utilization of the contract to procure the playground equipment under Section 2-413(7), City Code.

Temp. Reso. No. 5632
9/17/14
10/23/14

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AUTHORIZING THE EXPENDITURE FOR PLAYGROUND RELOCATION AND THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR MIRAMAR REGIONAL PARK FROM PLAYCORE WISCONSIN, INC., D/B/A GAMETIME, THROUGH DOMINICA RECREATION PRODUCTS, INC. IN AN AMOUNT NOT-TO-EXCEED $103,155, UTILIZING CHARLOTTE AND MECKLENBURG COUNTIES (NORTH CAROLINA) MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT NO. 110179; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 16, 2014, the City Commission approved Resolution No. 14-104 for architectural design services for the Corporate Conference Facility/Administration Office Building at the Miramar Regional Park; and

WHEREAS, to allow for the building's new footprint and the provision of adequate space and parking, it is recommended that the existing playground in Miramar Regional Park be relocated; and

WHEREAS, City staff has determined that participating in the U.S. Communities Government Purchasing Alliance and utilizing North Carolina Charlotte-Mecklenburg Counties Master Intergovernmental Cooperative Purchasing Agreement No. 110179, with PlayCore Wisconsin, Inc., d/b/a GameTime, through Dominica Recreation Products, Inc., for this purchase is in the best interest of the City; and

WHEREAS, pursuant to Section 2-413(7) of the City Code, the City may participate in cooperative purchasing plans with other public agencies within this State and any other state if the source selection methods used are substantially equal to the source selection methods in the City Code; and

WHEREAS, the total cost for removal, relocating and purchase of the playground equipment, site preparation, Americans with Disabilities Act-compliant surface and shade structure will be an amount not-to-exceed $103,155; and

WHEREAS, the City Manager recommends approving the expenditure for relocation of the Miramar Regional Park playground and purchase and installation of additional playground equipment in an amount not-to-exceed $103,155 for Fiscal Year 2015, utilizing North Carolina Charlotte-Mecklenburg Counties Master Intergovernmental Cooperative Purchasing Agreement No. 110179; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the expenditure for relocation of the Miramar Regional Park playground and purchase and installation of additional playground equipment in an amount not-to-exceed $103,155 for Fiscal Year 2015, utilizing North Carolina Charlotte-Mecklenburg Counties Master Intergovernmental Cooperative Purchasing Agreement No. 110179.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

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

Section 2: That it approves the expenditure for relocation of the Miramar Regional Park playground and purchase and installation of additional playground equipment in an amount not-to-exceed $103,155 for Fiscal Year 2015, utilizing North Carolina Charlotte-Mecklenburg Counties Master Intergovernmental Cooperative Purchasing Agreement No. 110179.

Section 3: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Section 4: That this Resolution shall take effect immediately upon adoption.

Temp. Reso. No. 5632
9/17/14
10/23/14

PASSED AND ADOPTED this _____ day of _____, 2014.

_____
Mayor, Lori C. Moseley

_____
Vice Mayor, Yvette Colbourne

ATTEST:

_____
City Clerk, Denise A. Gibbs

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

_____
City Attorney
Weiss Serota Helfman Cole
Bierman & Popok, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Vice Mayor Yvette Colbourne	_____
Commissioner Alexandra P. Davis	_____
Commissioner Wayne M. Messam	_____
Mayor Lori C. Moseley	_____

GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

QUOTE #68258

07/15/2014

Miramar Regional Park - Equipment Removal (7-15-14)

Miramar Parks & Recreation Department
Attn: Ricardo Major
2200 Civic Center Place
Miramar, FL 33025
Phone: 954-602-3191
rcmajor@ci.miramar.fl.us

Ship To Zip: 33027

Quantity	Part #	Description	Unit Price	Amount

1	INSTALL	5-Star Plus - Park Tear Out - *Scope of Work to Remove Existing Park Playground Equipment, Shade Structures, and Fencing*
		• *Removal of equipment and shade*
		  ○ *Shade to be torched & saw cut at base*
		  ○ *Footers to remain*
		• *Labor for removal & Tool Rental*
		• *Fence Removal*
			$19,500.00	$19,500.00

SubTotal: $19,500.00
Total Amount: $19,500.00

Not in Scope of Work -
- Removal of Sand from site
- Surfacing Rubber to be removed
- Concrete sub-bases, etc.
- Re-grading of area
- Unknown site conditions when work begins

This quote was prepared by Rob Dominica, President.
For questions or to order please call - 800-432-0162 ext. 113 robd@gametime.com

Payment Terms: Governmental Purchase Order.
Purchases in excess of $1,000.00 to be supported by your written purchase order made out to GameTime.
Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.
Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced seperately from installation and/or other services. Terms are Net 30 for each individual invoice.
This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.
Pricing: Firm for 60 days from date of quotation.
Shipment: F.O.B. factory, order shall ship within 30-45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.
Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.
Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. If playground equipment, installer will be NPSI and Factory Trained and Certified. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

Miramar Regional Park - Equipment Removal (7-15-14)

QUOTE
#68258

07/15/2014

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____

Signature: _____ Date: _____

Title: _____ Phone: _____

E-Mail: _____ Purchase Amount: **$19,500.00**

GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

QUOTE #68125

06/26/2014

Miramar Regional Park - Option B2

Miramar Parks & Recreation Department
Attn: Ricardo Major
2200 Civic Center Place
Miramar, FL 33025
Phone: 954-602-3191
romajor@ci.miramar.fl.us

Ship To Zip: 33027

Qty	Part #	Description	List $	Selling $	Ext. Selling $
1	RDU	Game Time - Playground System	$27,381.00	$20,809.56	$20,809.56
		(1) 4839 -- Click Wheel Ass'y			
		(1) 4840 -- Answer Wheel Ass'y			
		(2) 80000 -- 49" Sq Punched Steel Deck			
		(4) 80001 -- 49"Tri Punched Steel Deck			
		(1) 80688 -- 2' Tri Transfer Platform			
		(1) 80931 -- Single Gizmo Panel			
		(1) 81666 -- Fun Seat			
		(1) 81691 -- Single Steering Wheel			
		(1) 81696 -- Crunch Bar (PS 2-5)			
		(1) 81699 -- Bongos			
		(1) 90020 -- 1' Transfer System - Barrier			
		(1) 90021 -- 2' Tranfer System - Barrier			
		(1) 90106 -- 4'-6"/5' Schooner Climber			
		(2) 90266 -- 8' Upright Ass'Y (Alum)			
		(4) 90267 -- 9'Upright Ass'Y (Alum)			
		(2) 90268 -- 10' Upright Ass'Y (Alum)			
		(9) 90269 -- 11' Upright Ass'Y (Alum)			
		(1) 90306 -- Archway w/Socket (Barrier)			
		(1) 90399 -- Funnel Bridge, 1 Dk Span w/Barrier			
		(1) 90425 -- Letters Maze above deck			
		(1) 90430 -- Single Gizmo Panel			
		(1) 90530 -- 2'/2'-6" Little Foot Slide w/Enclosure			
		(1) 90578 -- Zip Swerve Slide (single) 4-6" & 5'-0"			
		(1) 90579 -- Zip Swerve Slide (double) 4-6" & 5'-0"			
		(1) 90592 -- Ridge Climber (single)			
		(1) 90669 -- Spiral Step Climber (5'-0) & 5'-6")			
		(3) 91209 -- Climber Entryway - Barrier			
1	RDU	Game Time - 6-Place Swing Frame	$4,100.00	$3,854.00	$3,854.00
		(1) 12583 -- Primetime Swing Frame, 3 1/2" Od			
		(2) 12584 -- Primetime Swing Add-A-Bay, 3 1/2" Od			
		(1) SS8552 -- 3 1/2" Zero-G Chair (5-12)-Stainless			
		(1) SS8561 -- 3 1/2" Zero-G Chair (2-5)-Stainless			
		(2) SS8696 -- Encl Tot Seat 3 1/2"/8' High w/Clevis			
		(2) SS8910 -- Belt Seat 3 1/2" /8' w/Clevis			

US COMMUNITIES

Miramar Regional Park - Option B2

QUOTE
#68125

06/26/2014

Qty	Part #	Description	List $	Selling $	Ext. Selling $
1	INSTALL	Game Time - GameTime Playground Installation - *$31,481 x 32% = $10,073 ACTUAL = $8,724*	$8,724.00	$8,724.00	$8,724.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2010 Building Code Drawings		$850.00	$850.00
		~~			
3450	digout	GT-Impax - Digout/Sitework of area (per sq. ft.) - *Spoils left somewhere in park*		$1.00	$3,450.00
1550	Crush-	GT-Impax - Crushed & Compacted Stone Sub-Base (sq. ft.) - *List = $4.77, USCOM = $3.91, Actual = $3.25*	$3.91	$3.25	$5,037.50
1550	Poured-6-	GT-Impax - Poured Rubber Surfacing - 6' fall height - *50% Standard Color - Aromatic Binder - 1/2" EPDM Cap - 5-year warranty* *List = $16.81, USCOM = $13.78, Actual = $12.75*	$13.78	$12.75	$19,762.50
1	Sand	GT-Impax - Sand Delivered & Installed		$4,000.00	$4,000.00
		~~			
1	3022	GT-Shade - 26 X 30 Hip 10' Hi 90/10	$6,836.00	$6,562.56	$6,562.56
1	3680	GT-Shade - Sealed Drawings		$747.00	$747.00
1	INSTALL	GT-Shade - GTShade Installation - *$6,846 x 60% = $4,101.60 Actual = $3,800.00*		$3,800.00	$3,800.00
		~~			
1	Permits	5-Star Plus - Building Permits - Approximately 4% of Project - *Estimated Costs of Permits. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. Site Plans are to be provided by the owner for the permit application.*		$3,300.00	$3,300.00

Curbing or Borders by others!
Contract: USC

SubTotal:	$80,897.12
Freight:	$2,757.76
Total Amount:	**$83,654.88**

This quote was prepared by Rob Dominica, President.
For questions or to order please call - 800-432-0162 ext. 113 robd@gametime.com

All pricing in accordance with U.S. Communities Contract #110179.
All terms in the U.S. Communities Contract take precedence over terms shown below.
For more information on the U.S. Communities contract please visit www.uscommunities.org/gametime

U.S. COMMUNITIES

Miramar Regional Park - Option B2

QUOTE
#68125

06/26/2014

Payment Terms: Governmental Purchase Order.
Purchases in excess of $1,000.00 to be supported by your written purchase order made out to GameTime.
Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.
Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced seperately from installation and/or other services. Terms are Net 30 for each individual invoice.
This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.
Pricing: Firm for 60 days from date of quotation.
Shipment: F.O.B. factory, order shall ship within 30-45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.
Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.
Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. If playground equipment, installer will be NPSI and Factory Trained and Certified. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

Unitary Surfacing Notes : The installer of the Unitary Surfacing (Poured, Bonded, Turf, Tiles) is not the same installer of the playground equipment. However, your certified equipment installer will coordinate the timing of the unitary surfacing installation, but more than likely they will not be on-site at the time. They will continue to be your contact should you have any questions. Security is needed to protect surfacing at night or after installation as the product set. Normally it is not needed or a concern, however in some areas additional security is needed to prevent vandalism. **Security is not included.** Vandalism will be the responsible of the owner.

SHADE TERMS :
- Winds greater than 90 mph, require the removal of the shade fabric to prevent damage.
- Quote does not include any provisions for lighting protection.
- Lead Time for Shade is about 6 weeks AFTER approval of permits (if required).
- Installer not responsible for site conditions. For Large Shades holes may be upwards of 8' deep or wide, if additional drilling or digging is needed due to rock, coral, utilities, or other unknown items; additional charges may be applied to order.

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____

Signature: _____ Date: _____

Title: _____ Phone: _____

E-Mail: _____ Purchase Amount: **$83,654.88**

U.S. COMMUNITIES

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT NO. 110179

AGREEMENT TO PROVIDE PLAYGROUND EQUIPMENT, SURFACING, SITE FURNISHINGS AND RELATED PRODUCTS AND SERVICES

This Agreement (the "Agreement") is entered into as of this 17th Day of September, 2010 (the "Effective Date"), by and between PlayCore Wisconsin, Inc. dba GameTime (the "Company") a corporation doing business in North Carolina (the "Company"), and Mecklenburg County, a political subdivision of the State of North Carolina (the "County").

Statement of Background and Intent

A. The County issued a Request for Proposals (RFP Number 269-2010-183) dated March 19, 2010 requesting proposals from qualified firms to provide the County and other Participating Public Agencies with Playground Equipment, Surfacing, Site Furnishings, and Related Products and Services hereafter referred to as ("Products"). This Request for Proposals, together with all attachments and any amendments, is referred to herein as the "RFP".

B. The Company submitted a proposal in response to RFP Number 269-2010-183 on May 5, 2010. This bid, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal."

C. The County awarded this contract on July 6, 2010, to Company to provide Playground Equipment, Surfacing, Site Furnishings, and Related Products and Services to the County all in accordance with the terms and conditions set forth herein.

D. Charlotte-Mecklenburg (herein "Lead Public Agency"), in cooperation with the U.S. Communities Government Purchasing Alliance (herein "U.S. Communities"), and on behalf of other public agencies that elect to access the Master Agreement (herein "Participating Public Agencies"), competitively solicited and awarded the Master Agreement to the Company. Lead Public Agency has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Master Agreement to Participating Public Agencies.

Lead Public Agency is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Master Agreement.

The Master Agreement shall be construed to be in accordance with and governed by the laws of the State in which the Participating Public Agency exists. Participating Public Agencies are required to register on-line with U.S. Communities at www.uscommunities.org. The registration allows the Participating Public Agency to enter into a Master Intergovernmental Cooperative Purchasing Agreement ("MICIPA"), which is intended to allow the Participating Public Agencies to meet applicable legal requirements and facilitate access to the Master Agreement and the Company.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

AGREEMENT

1. **INCORPORATION OF EXHIBITS.** The following Exhibits are attached to this Agreement and incorporated into and made a part of this Agreement by reference:

Exhibit A:	Contract Pricing, Discount Structures and Pricing Incentives
Exhibit B:	Installation Fees
Exhibit C:	National Network of Distributors and Certified Installers
Exhibit D:	U.S. Communities Administrative Agreement
Exhibit E:	Freight Rate Schedules
Exhibit F:	Product Warranties
Exhibit G:	Company's Proposal (not attached, but incorporated herein by reference)
Exhibit H:	RFP #269-2010-183 (not attached, but incorporated herein by reference)

Each reference to the Agreement shall be deemed to include all Exhibits. Any conflict between language in an Exhibit to this Agreement and the main body of this Agreement shall be resolved in favor of the main body of this Agreement. Each reference to GameTime in the Exhibits and Appendices shall be deemed to mean the Company.

2. **DEFINITIONS.** The following terms shall have the following meanings for purposes of this Agreement (including all Exhibits):

2.1. *AGREEMENT.* The term "Agreement" shall mean this Agreement including the Company's Proposal, the RFP and all attachments, exhibits, and addenda (all as defined in the Statement of Background and Intent).

2.2. *DOCUMENTATION.* The term "Documentation" shall mean all written, electronic, or recorded works, and all enhancements and updates thereto, that describe the use, functions, features, or purpose of the Products and Services, including without limitation all functional and technical specifications, end user manuals, guides and other materials which relate to the Products and Services, or which are necessary to fully utilize the Products and Services.

2.3. *DELIVERABLES.* The term "Deliverables" shall mean all equipment, materials, drawings, data, wiring, cable, installation services, incidentals and all other items that the Company is required to complete and deliver to the County in connection with this Agreement.

2.4. *DEFECT.* The term "Defect" shall mean any failure of the Products, or any component thereof, to conform fully to the Specifications and Requirements. Non-conformity is not a Defect if it results from the County's misuse, improper use, alteration, or damage of the Products.

2.5. *EFFECTIVE DATE.* The term "Effective Date" refers to the date this Agreement is fully executed by all parties to the Agreement.

2.6. *PARTICIPATING PUBLIC AGENCY.* The term shall mean any and all states, local governments, school districts, and higher education institutions and other public agencies and nonprofit organizations that have authority to purchase from another public agency's competitively solicited contract.

2.7. *PRODUCTS.* The term "Products" shall mean Playground Equipment, Surfacing, Site Furnishings, and Related Products that the Company agreed to provide in the Company's Proposal.

2.8. *SERVICES.* The term "Services" shall include all services that the Company agreed to provide in the Company's Proposal, including all design, assembly, installation, reporting, and optional work.

2.9. *SPECIFICATIONS AND REQUIREMENTS.* The term "Specifications and Requirements" shall mean all definitions, descriptions, requirements, criteria, warranties and performance standards relating to the Products and Services which are set forth or referenced in: (a) this Agreement, including all Exhibits; (b) the Company's proposal; (c) the RFP; (d) the Documentation; and (e) any functional and/or technical specifications which are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Products. Notwithstanding the forgoing, if the Company improves the Products or Services over time to incorporate new technology or improved features or functionality, and provided the improved Products or Services under this Agreement, the descriptions, specifications and requirements for such improvements hall be deemed part of the Specifications and Requirements. Also notwithstanding the forgoing, the Company's Bid shall only take precedence over the ITB to the extent the Company properly took exception to the terms of the ITB in the manner required by the ITB.

3. **TERM.**
The initial term of this Agreement will be for five (5) years from the Effective Date with an option to renew for two (2) additional one-year terms. This Agreement may be extended only by a written amendment to the contract signed by both parties.

4. **GENERAL DESCRIPTION OF PRODUCTS AND SERVICES.**
The Company shall provide the Products and Services in accordance with the terms of the Company's proposal, and in compliance with all other conditions, covenants, stipulations, terms and provisions contained in this Agreement.

5. **SHIPPING AND DELIVERY.**
All shipments shall be F.O.B. destination with freight charges prepaid and listed separately. Actual freight charges shall be added at time of invoicing as determined and supported by the carrier's freight bill. Estimated freight charges shall be provided at the time of quotation utilizing the freight rate schedules incorporated into this Agreement as Exhibit E.

6. **INSTALLATION, MAINTENANCE AND SAFETY INSPECTIONS.**
The County and Participating Public Agencies shall be responsible for contracting installation services on a project-by project basis as needed. If included with purchase, all equipment shall be installed by a GameTime Installer in accordance with the standards established by the terms, specifications, drawings, and construction notes for each project and meet manufacturer's specifications and industry standards. County and Participating Public Agencies shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Participating Public Agency shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

7. **COMPENSATION.**

7.1. The County shall pay the Company for Products and Services compliant with the Specifications and requirements of this Agreement based on the fixed percentage discounts from the current manufacturer's price index as identified and incorporated into this Agreement as Exhibit A.

7.2. The Company agrees the fixed percentage discounts will remain firm for the entire contract term.

7.3. Pricing shall remain in effect until December 31, 2011. Thereafter, the Company shall advise the Charlotte-Mecklenburg Procurement Services Department in writing of any proposed price increases no later than sixty (6) days prior to the effective date of the requested increase.

7.4. The Company shall be responsible for furnishing and delivering approved price lists and the most current catalogs to the County and other participating public entities, upon request.

7.5. The Company agrees that if a public agency is otherwise eligible for lower pricing through a federal, state, regional, or local contract, the Company will match the pricing.

8. **OPTIONAL WORK.**
The County and Participating Public Agencies may elect to request quotations for additional services not specifically listed in the Company's proposal or this Agreement. The Company shall provide quotations for optional products and services as requested, to provide a full turnkey solution.

9. **BILLING.**
Each invoice sent by the Company shall detail all items delivered which are necessary to entitle the Company to the requested payment under the terms of this Agreement. The Company shall mail all invoices to:

Mecklenburg County
Finance - Accounts Payable
600 East 4th St.
Charlotte, NC 28202

The County will pay all accurate, properly submitted, uncontested invoices within thirty (30) days of receipt. Proposals may include an incentive discount for early payment. Invoices must include state and local sales tax.

10. **GENERAL WARRANTIES.**
Company represents and warrants that:

10.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of North Carolina, and is qualified to do business in North Carolina;

10.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

10.3 The execution, delivery, and performance of this Agreement have been duly authorized by Company;

10.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement;

10.5 In connection with its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and

10.6 The Company shall not violate any agreement with any third party by entering into or performing this Agreement.

11. **ADDITIONAL REPRESENTATIONS AND WARRANTIES.**
Company represents warrants and covenants that:

11.1 The Services shall satisfy all requirements set forth in this Agreement, including but not limited to the attached Exhibits;

11.2 All work performed by the Company and/or its subcontractors pursuant to this Agreement shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

11.3 Neither the Services, nor any Deliverables provided by the Company under this Agreement will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and

11.4 The Company has taken and will continue to take precautions sufficient to ensure that it will not be prevented from performing all or part of its obligations under this Agreement by virtue of interruptions in the computer systems used by the Company.

12. **TERMINATION.**

12.1. *TERMINATION WITHOUT CAUSE.* The County may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the Company.

12.2. *TERMINATION FOR DEFAULT BY EITHER PARTY.* By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

(a) The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

(b) The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

(c) The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

12.3. *ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE COUNTY.* By giving written notice to the Company, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

(a) The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Company's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

(b) The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

12.4. CANCELLATION OF ORDERS AND SUBCONTRACTS.
In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

12.5. NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.
Any termination of the Agreement shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

12.6. *OBLIGATIONS UPON EXPIRATION OR TERMINATION.* Upon expiration or termination of this Agreement, the Company shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new service provider access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate the Services to a new service provider; and (d) refund to the County all pre-paid Warranty Fees (other than pre-paid Warranty Fees for the then current year).

12.7. *NO SUSPENSION.* In the event that the County disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Agreement, the Company agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

12.8. *AUTHORITY TO TERMINATE.* The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

12.9. AUDIT. During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the County in excess of $5,000 but for the audit, then the Company shall be required to reimburse the County for the cost of the audit.

13. **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Agreement, the Company shall cooperate with the County to assist with the orderly transfer of the Services, functions and operations provided by the Company hereunder to another provider or to the County as determined by the County in its sole discretion. The transition services that the Company shall perform if requested by the County include but are not limited to:

a. Working with the County to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

b. Notifying all affected service providers and subcontractors of the Company of transition activities;

c. Performing the transition service plan activities;

d. Answering questions regarding the products and services on an as-needed basis; and

e. Providing such other reasonable services needed to effectuate an orderly transition to a new system.

14. **AMENDMENTS.** In the event changes to the Agreement become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties which expressly references and is attached to this Agreement (an "Amendment"). The Amendment shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on any associated price.

In the event either party desires an Amendment, the party shall submit to the other party a proposed change. If the receiving party does not accept the Contract Amendment in writing within ten (10) days, the receiving party shall be deemed to have rejected the proposed change. If the parties cannot reach agreement on a proposed change, the Company shall nevertheless continue to render performance under this Agreement in accordance with its (unchanged) terms and conditions.

15. **INDEMNIFICATION.** The Company shall indemnify, defend and hold harmless the County and the County's officers, employees and agents from and against any an all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations and other liabilities (including settlement amounts) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) copyright, trademark or patent infringement or other infringement of proprietary rights with respect to any of the Products or Services delivered to the County pursuant to this Agreement ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Agreement; or (iii) arising from the Company's failure to perform its obligations under this Agreement, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Agreement, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that a Company employee or subcontractor is an employee of the County, including claims relating to worker's compensation, failure to withhold taxes and the like.

If an Infringement Claim occurs, the Company shall either: (i) procure for the County the right to continue using the affected Product or Service; or (ii) repair or replace the infringing Product or Service so that it becomes non-infringing, provided that the performance of the System or any component thereof shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty days after the County is directed to cease use of a Product or Service, the Company shall promptly refund to the County all amounts paid under this Agreement, other than Extended Maintenance Fees.

The indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision; negligence; intentional acts of anyone other than the Company or their affiliates; inadequate surfacing; or vandalism.

It is the intent of any insurance provided by the Company to indemnify for product liability claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by Company or Company's subcontractors. This clarifies and supersedes any other section of the contract concerning indemnification that could be interpreted otherwise.

16. **INSURANCE.** Throughout the term of this Agreement, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Agreement, or in the event the Company fails to provide the County with the required certificates of insurance, the County shall be entitled to terminate this Agreement immediately upon written notice to the Company.

16.1. General Requirements.

(a) The Company shall not commence any work in connection with this Agreement until it has obtained all of the types of insurance set forth in this Section and such insurance has been approved by the County. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

(b) All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the County with proof of insurance coverage by certificates of insurance accompanying this Agreement and shall name the County as an additional named insured under the commercial general liability.

(c) The County shall be exempt from, and in no way liable for any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

16.2. Types of Insurance. The Company agrees to purchase and maintain during the life of this Agreement with an insurance company, acceptable to the County, authorized to do business in the State of North Carolina the following insurance:

(a) Automobile Liability. Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than $1,000,000 bodily injury each person, each accident and $1,000,000 property damage, or $1,000,000 combined single limit - bodily injury and property damage.

(b) Commercial General Liability. Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under this Agreement, from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than $1,000,000 bodily injury each occurrence/aggregate and $1,000,000 property damage each occurrence/aggregate, or $1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, assumed under the indemnity provision of this Agreement.

(c) Workers' Compensation Insurance. The Company shall meet the statutory requirements of the State of North Carolina, $100,000 per accident limit, $500,000 disease per policy limit, $100,000 disease each employee limit.

The County shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Agreement. Certificates of all required insurance shall be furnished to the County and shall contain the provision that the County will be given thirty (30) day written notice of any intent to amend or terminate by either the insured or the insuring company.

It is understood that Playground Equipment will be in the care, custody, and control of the County or Participating Public Agency following installation. It is further understood that the Company cannot additionally insure the eventual owners of the equipment for Participating Public Agencies nationwide for any damages that result from lack of maintenance, inadequate supervision, negligence, or intentional acts

by anyone other than the Company or their affiliates; inadequate surfacing, or vandalism. The responsibility for maintenance and supervision belongs to the County or Participating Public Agency and the public user respectively.

17. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the County that may arise under law or under the terms of this Agreement.

18. **SUBCONTRACTING.** The Company shall not subcontract any of its obligations under this Agreement without the County's prior written consent. In the event the County does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Agreement. Any subcontract entered into by Company shall name the County as a third party beneficiary.

11. **NON-DISCRIMINATION.** The Company agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, national origin, or disability.

The Company agrees that it will inform the County of any alleged violation(s) of employment practices involving any employees who work on the Project which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other federal or state compliance agency. The Company will also inform the County of the final disposition of such cases.

19. **AUDIT.** During the term of this Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, the books and records (including but not limited to the technical records) of the Company in connection with this Agreement, to ensure the Company's compliance with all the terms and conditions of this Agreement or the County's payment obligations.

20. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the County in connection with this agreement. County data processed by the Company shall remain the exclusive property of the County. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the County in any manner except that contemplated by this agreement.

21. **WORK ON COUNTY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the County's premises, obey all instructions and directions issued by the County's project manager with respect to work on the County's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the County when on the County's premises.

22. **DRUG-FREE WORKPLACE.** The County is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Agreement:

22.1. Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;

22.2. Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any

available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

22.3. Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;

22.4. Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

22.5. Make a good faith effort to continue to maintain a drug-free workplace for employees; and

22.6. Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Agreement shall be ground for suspension, termination or debarment.

23. **NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

23.1. Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Agreement shall be sent to:

For The Company:	**For The County:**
Don King	Karen Ruppe
PlayCore Wisconsin, Inc. dba GameTime	Charlotte-Mecklenburg Procurement Services
150 Playcore Drive	600 East 4th Street
Fort Payne, AL 35967	Charlotte, NC 28202
Phone: 256.997.5255	Phone: 704.336.2992
Fax: 256.997.5455	Fax: 704.632.8254
E-mail: dking@playcore.com	E-mail: kruppe@ci.charlotte.nc.us
With Copy To:	**With Copy To:**
	Tyrone Wade
	Deputy County Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704.336.4135
	Fax:
	E-mail: TyroneC.Wade@mecklenburgcountync

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

24. **MISCELLANEOUS**

24.1. ENTIRE AGREEMENT. This Agreement, (including all Exhibits) and the Confidentiality Agreement constitute the entire agreement between the parties with respect to the subject matter

herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

24.2. AMENDMENT. No amendment or change to this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.

24.3. GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

24.4. BINDING NATURE AND ASSIGNMENT. This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 25.10 constitute an assignment.

24.5. FORCE MAJEURE. Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to this Contract, and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied:

(a) If such failure or delay:

i. could not have been prevented by reasonable precaution;

ii. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and

iii. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

(b) An event which satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the Service Provider shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Service Provider continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

(c) Upon the occurrence of a Force Majeure Event, the Service Provider shall immediately notify the County by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents Service Provider from performing its obligations for more than five (5) days, the County shall have the right to terminate this Agreement by written notice to the Service Provider.

Strikes, slowdowns, lockouts, walkouts, industrial disturbances and other labor disputes shall not constitute Force Majeure Events and shall not excuse the Service Provider from the performance of its obligations under this Agreement.

An event which satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force

Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the County shall have the right to terminate this Agreement by written notice to the Company.

24.6. SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

24.7. NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Agreement or the County in any manner without the prior written consent of the County. Notwithstanding the forgoing, the parties agree that the Company may list the County as a reference in responses to requests for proposals, and may identify the County as a customer in presentations to potential customers.

24.8. WAIVER. No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.

24.9. CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the County shall have the option of terminating this Agreement by written notice to the Company. The Company shall notify the County within ten days of the occurrence of a change in control. As used in this Agreement, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

24.10. NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the County in connection with this Agreement.

24.11. FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

24.12. TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services.

22.13 *WAIVER OF RIGHT TO JURY TRIAL.* The County and Company waive and will waive all rights to have a trial by jury in any action, proceeding, claim or counterclaim brought by either of them against the other on any matter whatsoever arising out of or in any way related to or connected with this Agreement.

25. **Non-Appropriation of Funds.** If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Company of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

CONTRACT # 110179

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

PLAYCORE WISCONSIN, INC.
dba GAMETIME:

Company Signature

Donald R. King
Director of Sales Administration
Title

ATTEST:

Mary Cole
Sales Administration Manager
Title

MECKLENBURG COUNTY:

General Manager/Deputy County Manager

Park and Recreation Director

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director

NO PRE-AUDIT REQUIRED. DEPARTMENT(S) TO ENCUMBER FUNDS AS NEEDED.
BY: DIRECTOR OF FINANCE

ATTEST:

Clerk to the Board of County Commissioners

APPROVED AS TO FORM:

County Attorney

APPROVED AS TO INSURANCE REQUIREMENTS:

Director, Charlotte-Mecklenburg Division of Insurance Risk Management

EXHIBIT A
Contract Pricing and Discount Structures

The attached Pricing Sheets is incorporated into and made a part of the Agreement to provide Playground Equipment, Surfacing, Site Furnishings, and Related Products and Services (the "Agreement") between Mecklenburg County, (the "County") and PlayCore-Wisconsin, Inc. dba GameTime (the "Company"). Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings as are assigned to such terms in the RFP.

GameTime Division
PlayCore Wisconsin, Inc.
150 PlayCore Drive, S.E.
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361

REQUEST FOR PROPOSAL #269-2010-183

PRICING SCHEDULES

Accompanying Pricing Schedules:

1. *GameTime Year One U.S. Communities Contract Net Price List*
2. *Snug Year One U.S. Communities Contract Net Price List*
3. *GTImpax Year One U.S. Communities Contract Net Price List*
4. *Ultra Play Year One U.S. Communities Contract Net Price List*
5. *GT Grandstands Year One U.S. Communities Contract Net Price List*
6. *RCP Shelters Price List RCP402524015*
7. *GTH20 Year One U.S. Communities Contract Net Price List*
8. *Everlast Year One U.S. Communities Contract Net Price List*
9. *Spohn Ranch U.S. Communities Year One Budget Pricing*
10. *Recreation Equipment Manufacturing Year One U.S. Communities Contract Net Price List*
11. *GameTime Year One U.S. Communities Discounts and Installation charges*

GameTime Discounts:

a.	Equipment (including components):	24% (see Quantity Discounts below)
	Freestanding Events:	16%
	Snug Early Childhood Play Equipment:	6%
	PlayWorx GFRC ThemeScapes:	6%
b.	Surfacing:	18%
c.	Site Furnishing:	6%
d.	Related Products :	6%
	Fitness and Sports:	9%
	GTShade Structures and Shelters:	4%
	GTH20 Water Slides:	3%
	GTH20 Spray Grounds:	3%
	GTNets Climbing Nets:	3%
	Everlast Indoor Climbing Walls:	10%
	NatureROCKS Climbing Boulders:	5%
	Shelters:	4%

PRICING SCHEDULES

Dog Parks:	6%
Skate Parks:	6%
Drinking Fountains:	5%

e. Services: All Services Net Pricing

- Playground Equipment Installation
- Safety Surfacing Installation
- Sitework Services
- Community Build Supervision
- Design Services
- Maintenance and Repairs
- CPSI Initial Playground Safety Audit
- CPSI Low-Frequency Playground Safety Inspection
- CPSI Maintenance and Inspection Training (Quotations on a case-by-case basis)

Volume Discounts:

Volume single purchases of composite play systems at U.S. Communities net pricing shall be eligible for an additional discount of 5% for orders totaling from $50,000 to $75,000; 10% from $75,000 to $100,000 and 15% for orders exceeding $100,000.

Cash With Order Discount

Orders for playground equipment paid for at the time of placement are entitled to a 3% cash-with-order discount.

Product, Design and Price Comparison for Sample Playground Designs:

See Proposed Solutions, Tab 15

Installation Fees

See accompanying *GameTime Year One U.S. Communities Discounts and Installation charges*

Shipping and Delivery – Shipping Program

Shipments shall be f.o.b. destination with freight charges prepaid and listed separately. Actual freight charges shall be added at time of invoicing as determined and supported by the carrier's Freight Bill. Estimated freight charges shall be provided at time of quotation utilizing the accompanying freight rate schedules.

Price Adjustments

Pricing shall remain in effect until December 31, 2011. Thereafter, GameTime pricing shall be adjusted the first of each year with the printing and distribution of the company's annual product catalogs.

GameTime **Cost Changes** 7/8/2015

Moving Playground Equipment from Regional Park to Civic Center Park
Original GT Quote #68125 & PO 26193-00

Item	Description	Change in cost
Swing	Removing Swing Frame - $3,854 x 85% (15% restocking)	($3,275.90)
Add Stock Car and MegaRock	Previously was being pulled from existing ($4,027 x 24% disc)	$3,060.52
Digout	Digout to be removed	($3,450.00)
Crushed Stone	Crushed Stone to be removed	($5,037.50)
Poured Rubber	Poured Rubber to be removed	($19,762.50)
Sand	Sand to be removed	($4,000.00)
Digout	New amount of Digout for new area 1,800 sq. ft.	$1,800.00
Concrete Curb	New Concrete Curb to contain turf 170 ln. ft. x $22 (USCOM Price = $27.28)	$3,740.00
Turf	New Turf Surfacing (includes sub-base) 1800 x $15.95 (USCOM Price = $18.63)	$28,710.00
Sealed Drawings	Redo the Sealed drawings for new area	$850.00
Permits	Repay for new Permits	$3,000.00
	ADDITIONAL CHANGE ORDER	**$5,634.62**
	Original PO Amount 26193-00	**$83,654.88**
	Plus Change Order above	**$5,634.62**
	New Total	**$89,289.50**

4.
RESOLUTIONS
March 23, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: March 23, 2016

Second Reading Date:

Presenter's Name and Title: Sam Hines, Director of Human Resources, and Randy Cross, Director of Procurement

Temp Reso Number: 5979

Item Description: Temp. Reso. No. 5979, APPROVING THE AWARD OF REQUEST FOR PROPOSALS NO. 15-09-47 FOR THIRD PARTY CLAIMS ADMINISTRATION SERVICES TO GALLAGHER BASSETT SERVICES, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH GALLAGHER BASSETT SERVICES, INC. FOR A THREE YEAR TERM, COMMENCING APRIL 1, 2016, WITH TWO ONE YEAR RENEWAL OPTIONS. (Sam Hines, Human Resources Director and Randy Cross, Procurement Director)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial☐ Public Hearing ☐

Summary Explanation and Background: In 2011, the City issued a Request for Proposals to secure a new contract for Third Party Claims Administration Services. As a result of the 2011 Request for Proposals, Gallagher Bassett Services, Inc. ("Gallagher Bassett") was awarded a 3 year agreement, with 2 one-year renewal options expiring in March 2016. In November 2015, the City advertised RFP No. 15-09-47 (the "RFP") to select a new provider in anticipation of the expiration of the current agreement with Gallagher Bassett. Gallagher Bassett was the only company to respond to the RFP. A Selection Committee reviewed the proposal and determined that Gallagher Bassett's proposal was responsive and responsible. This Resolution seeks City Commission approval of the RFP and contract award for Third Party Claims Administration Services to Gallagher Bassett . The proposed contract provides for an initial three year term, commencing April 1, 2016, with two one-year renewal options.

Instructions for the Office of the City Clerk:

PublicNotice – As Required by Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: For contract term April 2016 thru March 2017, the contracted amount of $117,600 will be split equally across two fiscal years. In the FY16 Risk Management budget, $58,800 has been budgeted for the first six months (April through September 2016) of the contract term, and the remaining $58,800 will be budgeted in the FY17 Risk

Management budget for October 2016 through March 2017. Due to the nature of the types of services rendered in this contract, specific amounts are not usually associated with any one account as claims are unpredictable. In both fiscal years, the budgeted amount of $58,800 will be applied to the following GL accounts based on the types of claims processed.

- **502-90-000-590-000-604501 – Surety Bonds Premium**
- **502-90-000-590-000-604504 – State Workers' Compensation Premium**
- **502-90-000-590-000-604941 – Insurance Claims-Workers' Comp**
- **502-90-000-590-000-604942 – Insurance Claims-Liability**
- **502-90-000-590-000-604943 – Insurance Claims-Property**
- **502-90-000-590-000-603080 – Other Insurance Premium**
- **502-90-000-590-000-603127 – Legal Svc-Litigation**

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR No. 5979**
  - **Exhibit A: Draft Contract with Gallagher Bassett Services, Inc.**
  - **Attachment 1: RFP No. 15-09-47;**
  - **Attachment 2: Bid Tabulation Sheet**
  - **Attachment 3: Gallagher Bassett Services and Costs Sheet**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Sam Hines, Human Resources Director and Randy Cross, Procurement Director

DATE: January 5, 2016

RE: Temp. Reso. No. 5979, approving the award of Request for Proposals No. 15-09-47 and a contract for Third Party Claims Administration Services to Gallagher Bassett Services, Inc.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. R5979, approving the award of Request for Proposals No. 15-09-47 for Third Party Claims Administration Services (the "RFP") to Gallagher Bassett Services, Inc. ("Gallagher Bassett"), the sole responsive and responsible Proposer; and authorizing the City Manager to execute a contract with Gallagher Bassett for an initial three year term, commencing April 1, 2016, with two one-year renewal options.

ISSUE: City Commission approval is required to award the contract to Gallagher Bassett in accordance with Section 2-412 (1) for contracts valued in excess of $50,000.

BACKGROUND: During the past 26 years, the City has maintained an aggressive claims management program as part of the City's self-funded risk management program. The claims management program includes the management of claims and reporting of information in areas such as automobile liability, bodily injury and property damage, professional liability and workers' compensation for City employees. The claims management program also includes the management and mitigation of open claims through a nurse case management solution. Regular claims review meetings with representatives from the City, the City Attorney's Office, workers' compensation counsel, nurse case manager and the third party claims administrator have resulted in the production

of increased information for management to consider in identifying trends and aggressively addressing liabilities.

Success in managing a substantial self-funded liability program requires excellent third party claims administration services. The City has consistently contracted the services to a third party claims administrator. The last procurement process and contract award occurred in 2011 to Gallagher Bassett as a result of a Request for Proposal process. In March 2015, the City Commission approved the last one-year renewal of the Gallagher Bassett contract that expires on March 31, 2016.

On November 16, 2015, RFP No. 15-09-47 was issued for Third Party Claims Administration Services. Gallagher Bassett was the only company to respond to the RFP. A Selection Committee comprised of staff from the Human Resources, Public Works, Finance, and Police Departments was established to review the one response. Gallagher Bassett's proposal was determined to be responsive and responsible and the Selection Committee recommended moving forward with awarding an agreement.

Fees paid for services rendered under this contract are determined by the number of cases managed by the third party administrator. The claims service fee for contract year ending March 31, 2016 was $100,179. The projected claims service fee for the 2016/2017 contract year is $117,600 with a yearly 2% increase for the second and third years of the contract.

Temp. Reso. No. 5979
2/25/16
3/14/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSALS NO. 15-09-47 FOR THIRD PARTY CLAIMS ADMINISTRATION SERVICES TO GALLAGHER BASSETT SERVICES, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH GALLAGHER BASSETT SERVICES, INC. FOR A THREE YEAR TERM, COMMENCING APRIL 1, 2016, WITH TWO ONE YEAR RENEWAL OPTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, over the past 26 years, the City has maintained an aggressive claims management program, which includes management of claims and reporting of information in areas such as automobile liability, bodily injury and property damage, general liability, professional liability and workers' compensation, as part of the City's self-funded risk management program; and

WHEREAS, in 2011, the City Commission issued a Request for Proposals for claims administration services and awarded a three-year agreement, with two one-year renewal options, to Gallagher Bassett Services, Inc. ("Gallagher Bassett"); and

WHEREAS, the existing agreement with Gallagher Bassett expires in March 2016; and

WHEREAS, on November 16, 2015, the City issued Request For Proposals No. 15-09-47 for Third Party Claims Administration Services (the "RFP"), and Gallagher Bassett submitted the sole response by the deadline for receipt of Proposals; and

WHEREAS, the Selection Committee made up of City staff evaluated Gallagher Bassett's proposal pursuant to the criteria and point ranges provided for in the RFP, determined that their proposal was responsive and responsible and recommended award of the RFP to Gallagher Bassett; and

WHEREAS, the City Manager recommends awarding the RFP for third party claims administration services to Gallagher Bassett, and authorizing the City Manager to execute an agreement with Gallagher Bassett, in substantial conformity with the sample contract attached as Exhibit "A", for a three year term commencing April 1, 2016, with two one-year renewal options (the "Claims Administration Agreement"); and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City to approve the award of the RFP to Gallagher Bassett, and to authorize the City Manager to execute the Claims Administration Agreement with Gallagher Bassett, attached as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

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

Section 2: That the City Commission approves the award of RFP No. 15-09-47 to Gallagher Bassett.

Section 3: That the City Manager is authorized to execute the Claims Administration Agreement with Gallagher Bassett, in substantial conformity with the contract attached hereto as Exhibit "A", together with such non-substantial changes as are deemed necessary by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

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

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

Exhibit "A"

SECTION 4: (SAMPLE CONTRACT)

AGREEMENT

BETWEEN

THE CITY OF MIRAMAR

AND

_____.

FOR THIRD PARTY CLAIMS ADMINISTRATION SERVICES

This Agreement is entered into this ____ day of _____, 2016, by and between the City of Miramar, Florida, a Florida municipal corporation, hereinafter referred to as "City",

AND

_____, , a _____ corporation with its principal business address located at _____, hereinafter referred to as "Contractor".

WHEREAS, the City issued REQUEST FOR PROPOSALS No 15-09-47 for THIRD PARTY CLAIMS ADMINISTRATION SERVICES (the "RFP"); and

WHEREAS, the Contractor was determined to be the highest evaluation scoring, responsive, responsible Proposer and whose Proposal was most advantageous to the City; and

WHEREAS, on _____, 2016, the City Commission approved the award of the RFP and a Contract for THIRD PARTY CLAIMS ADMINISTRATION SERVICES to Contractor.

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

SECTION 1
SCOPE OF SERVICES

Contractor agrees to provide the following Services to the City (the "Services") during the Term of this Agreement:

This Agreement is subject to, and Contractor shall provide Services in accordance with, the Scope of Services, terms, conditions and requirements of City of Miramar

REQUEST FOR PROPOSALS No. 15-09-47 (the "RFP"), the Contractor's Proposal as accepted by the City and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the provisions of this Contract, the RFP and the Proposal, the conflict shall be resolved in the following order of priority: terms of this Contract; terms of the RFP; terms of the Proposal.

SECTION 2
COMPENSATION

In consideration for the Services to be provided by Proposer, the City agrees to pay Proposer on the price schedule (tab 8 of the RFP response) which shall be payable on a monthly basis within 30 calendar days following submission of an invoice by the Proposer to the City. In the event of City's termination of this Contract prior to the end of the Contract Term pursuant to Sections 4 or 7, City shall pay Proposer on a pro-rata basis for the Services performed by Proposer prior to the City's termination of this Contract.

SECTION 3
TERM OF AGREEMENT

The term of this Agreement shall be for a period of five years commencing on the date this Contract is executed by both parties, with two one year successive options to renew for additional one year terms, unless terminated earlier pursuant to Section 4 of this Agreement. The Chief Procurement Officer may authorize up to a 90 day extension of this Contract in accordance with its terms and conditions; and the City Manager or his/her designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

SECTION 4
TERMINATION OF AGREEMENT

City may terminate this Agreement for convenience by giving the Contractor 30 calendar day's written notice. City may terminate this Agreement for cause by giving Contractor five calendar days written notice upon the failure of the Contractor to cure any default after being provided with written notice of that default and a demand for cure within ten (10) calendar days. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

SECTION 5
INDEPENDENT CONTRACTOR

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be by employees of Contractor and subject to supervision by Contractor, and not as officers, employees or agents of City. Personnel policies, tax

responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 6
INDEMNIFICATION / HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and hold harmless City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or subcontractors in the Contractor's performance of Services pursuant to this Agreement.

SECTION 7
NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

SECTION 8
INSURANCE

For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain liability insurance in an amount acceptable to the City's Risk Manager and naming the City of Miramar as an additional insured.

Contractor shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement:

General Liability	Per Occurrence	Aggregate
Professional Liability	$ 500,000	$1,000,000

Workers' Compensation
Statutory Amount

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City of Miramar with evidence of such coverage in the form of a Certificate of Insurance and endorsement.

The City of Miramar shall approve such certificates prior to the performance of any Services pursuant to this Agreement.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Contractor's liability insurance policies shall be endorsed to add the City of Miramar as an additional insured. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

SECTION 9
MISCELLANEOUS

Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 10
AUDIT AND INSPECTION RIGHTS

10.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

10.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 11
AMENDMENTS AND ASSIGNMENT

11.1 This Agreement constitutes the entire agreement between Contractor and City and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements,

promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

11.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement.

11.3 Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 12
GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 13
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

_____
_____
_____
_____

FOR CITY:

Kathleen Woods-Richardson
City Manager
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-XXX
Facsimile: (954) 602-XXXX

With A Copy to:

Jamie Alan Cole, Esq.
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: 954- 763-4242
Facsimile: 954-764-7770

SECTION 14
NON-DISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

SECTION 15
PUBLIC RECORDS

Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems.

Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

SECTION 16
HEADINGS, CONFLICT OF PROVISIONS, WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 17
SEVERABILITY

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

SECTION 18
SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

SECTION 19
ENTIRE AGREEMENT

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

SECTION 20
JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this

Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

SECTION 21
COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar and by the Contractor, by and through its _____, attested to and duly authorized to execute same.

CITY

ATTEST:

CITY OF MIRAMAR

_____
Denise Gibbs, City Clerk

By:_____
Kathleen Woods-Richardson, City Manager

This ___day of _____ , 2015.

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE CITY OF MIRAMAR ONLY:

_____
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.

CONTRACTOR

WITNESSES:

_____ By: _____

Print Name:_____

_____

Date: _____

Print Name:_____

ATTACHMENT 1

REQUEST FOR PROPOSALS

THIRD PARTY ADMINISTRATION SERVICES

RFP No. 15-09-47

The City of Miramar City Commission:

Mayor Wayne M. Messam
Vice Mayor Darline B. Riggs
Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne

Kathleen Woods- Richardson, City Manager

City of Miramar
2300 Civic Center Place
Miramar, FL 33025

DATE ISSUED: Monday, November 16, 2015

CLOSING DATE: Thursday, December 10, 2015

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INTRODUCTION

INSTRUCTIONS FOR SUBMITTING A PROPOSAL IN RESPONSE TO A FORMAL REQUEST FOR PROPOSALS

Each Proposal submitted to the City of Miramar (the "City") will have the following information clearly marked on the face of the envelope:

a) Proposer's name and return address;

b) Solicitation number;

c) Solicitation Due Date and Time; and

d) Title of the Solicitation.

Failure to include this information may result in your Proposal being deemed "Non-Responsive" if the City determines that the Proposal resulted in prejudice to other Proposers. A Proposer shall have no grounds to protest should a Proposal that has failed to include the information described above be opened in error.

All Proposals must be submitted on 8 ½ inch by 11 inch paper, neatly typed on one side only, with one inch margins and single line spacing. The original document package must not be bound, although the document package copies should be individually bound. An unbound one-sided original and five bound copies **(a total of six)** and **one CD-ROM or USB with an electronic version** of the complete Proposal must be received by the deadline for receipt of Proposals specified in the Solicitation Timetable. The original and all copies must be in a sealed envelope or container setting forth the information listed in items a) through d) and submitted to:

OFFICE OF THE CITY CLERK
CITY OF MIRAMAR
2300 CIVIC CENTER PLACE
MIRAMAR, FL 33025

Proposals submitted at the same time for different Requests for Proposals shall be placed in separate envelopes and each envelope shall separately set forth the information listed in items a) through d) above. Failure to comply with this requirement shall result in any such incorrectly packaged Proposals not being considered.

NOTE: The RFP number must be stated clearly on the envelope or box containing the Proposal. All required forms must be completed by the Firm submitting the Proposal.

SUBMITTING A PROPOSAL TO THE OFFICE OF THE CITY CLERK ON OR BEFORE THE STATED DATE AND TIME OF:

Thursday, December 10, 2015 AT 2:00 P.M. EST.

IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR

COURIER SERVICE, INCLUDING THE POSTAL SERVICE, OR DELAYS CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE DEADLINE FOR RECEIPT OF PROPOSALS STATED IN THE SOLICITATION TIMETABLE IN THIS REQUEST FOR PROPOSALS SHALL NOT BE OPENED AND SHALL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED.

Hand-carried Proposals may be delivered to the above address during the City's regular business hours, Monday through Thursday, between the hours of 7:00 A.M. to 6:00 P.M., excluding holidays observed by the City, but not beyond the Due Date and Time. Proposers are solely responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required Services and/or provide the required Goods at the price stated by the Proposer.

SECTION 1
GENERAL TERMS AND CONDITIONS

1-1
DEFINITIONS

The term “Chief Procurement Officer” shall refer to the Director of the City’s Procurement Department.

The term "City" shall refer to the City of Miramar, Florida, or its City Commission, as applicable.

The term "Contract" shall refer to the Contract that may result from this Request for Proposals.

The terms “CBE Firm” or “SBE Firm” shall respectively refer to a County Business Enterprise (“CBE”) or Small Business Enterprise (“SBE”) as defined by Sections 1-81.1(c) of the Code of Ordinances of Broward County, Florida, that has a Broward County Business Tax Receipt, is located and doing business in Broward County, and is certified as such by the Broward County Office of Economic Development and Small Business Development.

The term “Due Date and Time” shall refer to the due date and time listed in the SOLICITATION TIMETABLE.

The term "Goods” shall refer to all materials and commodities that will be required to be provided by the Successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this Solicitation.

The term “Local Business” shall refer to a firm that has an office and is actively doing business within the City of Miramar, is domiciled within the City of Miramar City limits, and is in compliance with all City of Miramar licensing requirements and be current on all City taxes.

The term "Procurement Office" shall refer to the Procurement Department of the City of Miramar.

The term "Proposal" shall refer to any offer(s) submitted in response to this Request for Proposals.

The term “Proposal Forms” shall refer to any and all forms required to be completed by the Proposer in submitting a Proposal in response to this Solicitation.

The terms “Proposer” or the “Firm” shall refer to any person or entity submitting a Proposal in response to this Request for Proposals.

The terms "Provider" or "Successful Proposer" shall refer to the Proposer receiving an award as a result of this Request for Proposals.

The terms "Request for Proposals", “RFP” or “Solicitation” shall mean this Request for Proposals, including all Exhibits and Attachments as approved by the City, and amendments or change orders issued by the Procurement Department.

The term “Specifications” shall refer to any and all requirements set forth in this Solicitation relating to the Goods and/or Services to be provided by the Successful Proposer.

The term "Subcontractor" or “Subconsultant” shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.

The terms "Work", "Services", “Program”, “Project”, or “Engagement” shall refer to all matters and things that will be required to be done by the Successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this Solicitation.

1-2
AVAILABILITY OF REQUEST FOR PROPOSALS

Copies of this Solicitation package may be accessed on DemandStar at www.demandstar.com or by calling (800) 711-1712. DemandStar distributes the City’s solicitations through electronic download, by facsimile, or through the U.S. Postal Service. Proposers are **not** required to register with DemandStar to receive a copy of any City solicitation. Registration with DemandStar is optional, at the sole discretion of the Proposer. DemandStar charges a nominal fee for distribution of solicitation packages.

Proposers choosing to register with DemandStar may do so online at www.demandstar.com or by requesting a faxed registration form by calling (800) 711-1712. **Note: If you are already registered with DemandStar for Broward County, you do NOT need to register again.**

Proposers who obtain copies of this Solicitation from sources other than DemandStar or the City’s Procurement Department run the risk of not receiving amendments to the Solicitation because their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Proposers are solely responsible for those risks.

1-3
CONE OF SILENCE

Proposers are notified that this Solicitation is subject to a “Cone of Silence”, which shall be imposed upon each request for proposal, request for qualifications, request for letters of interest or invitation for bids at the time of short listing by the selection team for responses to the particular solicitation, and for procurements, such as a bid, where a short listing is not created, in which case the cone of silence shall be imposed at the bid opening or at the time responses are received. This Cone of Silence does not apply to oral communications at pre-Proposal conferences; oral presentations before evaluation committees; Contract negotiations; public presentations made to the City Commission during any duly noticed public meeting; or communications in writing at any time with any City employee, official, or member of the City Commission regarding matters not concerning this Solicitation.

The Cone of Silence shall terminate at the time the City Manager or her designee makes a recommendation to the City Commission at a duly scheduled meeting of the City Commission; provided, however, that if the City Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re imposed until such time as the City Manager makes a subsequent recommendation.

1-4
INTERPRETATIONS AND REPRESENTATIONS

If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of this RFP, he/she may submit to the City a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation will be made only by an addendum. Failure on the part of the prospective Proposer to receive a written interpretation before the submission deadline will not be grounds for withdrawal of a Proposal. Proposer will acknowledge receipt of each addendum issued by stating so in his/her Proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a Contract to a Proposer shall be binding. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any addenda issued. Where there appears to be a conflict between this Solicitation and any addenda issued, the last addendum issued will prevail. *See* also Section 1-5 below.

1-5
RECEIPT OF ADDENDA AND SUBSTITUTE PROPOSAL FORMS

It is the Proposer’s responsibility to ensure receipt of all addenda and to substitute Proposal Forms. It is the Proposer’s further responsibility to verify with the Procurement Office, prior to submitting a Proposal, that all addenda have been received.

All inquiries regarding this Proposal must be written and should be ***emailed*** to:

Procurement Office
City of Miramar
2300 Civic Center Place
Miramar, FL33025

Gary A. Bannister
Procurement Analyst
954-602-3257 Phone
954-602-1853 Cell
954-602-3712 Fax
gabannister@ci.miramar.fl.us
or
Adriel Brown
Procurement Specialist
Office 954-602-3249
Cell 954-651-8158
ajbrown@ci.miramar.fl.us

1-6

PRE-PROPOSAL CONFERENCE

No pre-Proposal conference will be held**.**

1-7
CONTENTS OF SOLICITATION

a) General Conditions.

1) It is the sole responsibility of the Proposer to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. Pleas of ignorance by the Proposer of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the City or the compensation to be paid to the Provider.

2) The Proposer is advised that this Solicitation is subject to all legal requirements and all other applicable City and county ordinances and/or state and federal statutes, rules and regulations.

b) Additional Information/Amendment.

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Office at the address identified above. A request must be received by the Procurement Office no later than seven working days prior to the Solicitation Due Date and Time. Any request received after that time may not be reviewed for inclusion in this Solicitation. The request shall contain the requester's name, address, and telephone number.

2) The Procurement Office may issue a response to any inquiry if it deems necessary, by written amendment in the form of an addendum to the Solicitation, which shall be issued prior to the Solicitation Due Date and Time. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any amendments/addenda issued.

3) It is the Proposer's sole responsibility to ensure receipt of all amendments/addenda and substitute Proposal Forms. It is the Proposer's further responsibility to verify with the Procurement Office, prior to submitting a Proposal, that all amendments/addenda have been received. Proposers shall submit the Proposal form entitled "**ADDENDA ACKNOWLEDGMENT FORM**" with their Proposals.

c) Conflicts in this Solicitation.

Where there appears to be a conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Statement of Work, the Contract or any amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Specifications or Statement of Work; the Special Conditions; the General Terms and Conditions, and then the Contract.

Where there appears to be a conflict of the Due Date and Time listed anywhere in this Solicitation, it is the sole responsibility of the potential Proposer to verify the Due Date and Time by calling the City's Procurement Office at (954) 602-3054.

1-8
PREPARATION AND SUBMISSION OF A PROPOSAL

a) Preparation/Submission

1) The Proposal Forms shall be used when submitting a Proposal. Use of any other forms may result in the Proposer's Proposal being deemed "Non-Responsive."

2) The Proposal shall either be typed or completed legibly in ink. The Proposer's authorized agent shall sign the Proposal Forms in ink and all corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or the failure to comply with any of the foregoing may result in the rejection of the Proposal.

3) Upon request, the City will provide a tax exemption certificate, if applicable. Any special tax requirements will be specified either in the Special Conditions or in the Specifications.

4) Telegraphic or facsimile Proposals shall not be considered.

5) The apparent silence of the Specifications, and any amendment regarding any details, or the omission from the Specifications of a detailed description concerning any materials or Services requested, shall be regarded and interpreted as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of the Specifications shall be made upon the basis of this Solicitation.

b) Criminal Conviction Disclosure

Any individual Proposer who has been convicted of a felony during the past 10 years and any corporation, partnership, joint venture or other legal entity Proposer having an officer, director, member/manager or executive who has been convicted of a felony during the past 10 years shall disclose this information prior to entering into a Contract with or receiving funding from the City. Forms for the disclosure of such a criminal conviction are available from the Procurement Office.

c) Sworn Statement on Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

d) Preference for Local Bidders

Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent of any bid or five points of any Proposal score to a Local Business. Such preference shall apply to bids or Proposals for commodities, Services and construction.

e) Preference for Businesses Employing Miramar Residents

A vendor located outside of the City of Miramar City limits is considered equivalent to a Miramar vendor and accorded the same preference if it employs a minimum of 10 full time equivalent (“FTE”) Miramar residents or

Miramar residents constitute 20 percent of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to bids or Proposals for commodities, Services and construction.

f) Preference for CBE or SBE Firms

Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent of any bid or five points of any Proposal score to a CBE or SBE Firm. Such preference shall apply to bids or Proposals for commodities, Services and construction.

g) Application of Preferences

In the application of any price preference granted by the Miramar Procurement Code or Policies, the preference is applied by granting the specified percent price reduction to the price of the bidder/Proposer allowed the preference. Preferences shall be additive and computed as a whole on the bid or Proposal.

h) Drug-free Workplace Preference

All public bids or Proposals are subject to the City of Miramar Preference to Businesses with Drug-free Workplace Programs as set forth in Section 2-260 of the City's Code. The City grants a preference to a business with a drug-free workplace program whenever two or more proposals are equal with respect to price, quality, and services. The Drug-free Workplace Vendor shall have the burden of demonstrating that its program complies with Section 287.087, Florida Statutes, and all other applicable state law. All Proposers shall submit the form entitled "**DRUG-FREE WORKPLACE AFFIDAVIT**".

i) Anti-Kickback Affidavit

All Proposers shall submit the duly signed and notarized form entitled "**ANTI-KICKBACK AFFIDAVIT**".

j) Non-Collusion Declaration

All Proposers shall affirm that they have not and shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which their Proposal has been submitted, or to refrain from offering a Proposal in connection with such Work; or, in any manner, directly or indirectly, been sought by another person to fix the price or prices in the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer,

or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Proposer, or any person interested in the proposed Work. All Proposers shall submit the duly signed form entitled "**NON-COLLUSION DECLARATION**".

k) Non-Discrimination Affidavit

All Proposers shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of Services. Proposers shall also affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor that cannot lawfully be used as a basis for Service delivery. All Proposers shall submit the duly signed and notarized form entitled "**NON-DISCRIMINATION AFFIDAVIT**".

l) Business/Vendor Profile Survey

All Proposers shall provide the City with the information requested in the Business/Vendor Profile Survey prior to being recommended for award of any Contract resulting from this Solicitation.

m) Request for Taxpayer Identification Number and Certification

All Proposers shall provide the City with their Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this Solicitation.

n) Antitrust Laws

By submitting a signed Proposal, the Successful Proposer acknowledges compliance with all antitrust laws of the United States and the State of Florida in order to protect the public from restraint of trade, which illegally increases prices.

o) Conflicts of Interest

The award of the Contract is subject to the provisions of Chapter 112, Florida Statutes. Proposers shall disclose the name of any officer, director, partner, associate, or agent who is also an officer, appointee, or employee of the City at the time of the Proposal or at the time of an occurrence of a conflict of interest.

p) Collection of Fees and Taxes

By accepting the award of a Contract, the Successful Proposer acknowledges compliance with the requirement that all delinquent and currently due fees and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees and taxes prior to recommending a Proposer for the award of any Contract.

1-9
MODIFICATION OR WITHDRAWAL OF A PROPOSAL

a) Modification of a Proposal

Any modification of a Proposal by the Proposer shall be submitted to the Office of the City Clerk prior to the Solicitation Due Date and Time. The Proposer shall submit the new Proposal and a letter, on company letterhead, signed by an authorized agent of the Proposer stating that the new submittal supersedes the previously submitted Proposal. The sealed envelope shall contain the same information as required for submitting the original Proposal. In addition, the envelope shall be marked with a statement that "This Proposal Replaces The Previously Submitted Proposal." No modifications of a Proposal shall be accepted after the Solicitation Due Date and Time.

b) Withdrawal of a Proposal

A Proposal may be withdrawn at any time prior to the Solicitation Due Date and Time. A Proposal may also be withdrawn 180 or more calendar days after the Solicitation Due Date and Time, provided that the Proposal is withdrawn prior to a recommendation for the award of the Contract is made. Withdrawals may only be made by written communication delivered to the Office of the City Clerk at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

1-10
LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Proposals received after the Solicitation Due Date and Time will not be accepted, opened, or considered. Modifications of Proposals received after the Solicitation Due Date and Time will also not be accepted or considered. Withdrawals of Proposals received after the Solicitation Due Date and Time or prior to the expiration of 180 calendar days after the Solicitation Due Date and Time will not be accepted or considered.

1-11
SOLICITATION POSTPONEMENT OR CANCELLATION

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all Proposals, re-advertise this Solicitation, postpone or cancel, at any time, this Solicitation process, or waive any irregularities in this Solicitation or in the Proposals received as a result of this Solicitation.

1-12

COST OF PROPOSALS

All expenses involved with the preparation and submission of Proposals to the City, or any Work performed in connection therewith, shall be borne by the Proposer(s). No payment shall be made for any responses received or for any other effort required of or made by the Proposer(s) prior to commencement of Work as defined by a Contract duly approved by the City Commission.

1-13
ORAL PRESENTATIONS

The City may require Proposers to perform an oral presentation in support of their Proposals or to exhibit or otherwise demonstrate the information contained therein. This presentation or demonstration may be performed before the Evaluation/Selection Committee or the City Commission. If required, the City shall notify Proposers with as much advance notice as possible prior to the date of such a presentation.

1-14
EXCEPTIONS TO THE SOLICITATION

Proposers may take exception to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. All exceptions taken shall be submitted in writing by the date for the deadline for questions.

Where exceptions are taken, the City, in its sole discretion, shall determine whether to consider the exception and/or the acceptability of the proposed exceptions.

The City is under no obligation to accept or consider any exceptions or accept any Proposal with an exception. Proposers are reminded that they may submit one Proposal without exceptions and an alternate Proposal with exceptions.

1-15
PROPRIETARY AND/ OR CONFIDENTIAL INFORMATION

Proposers are notified that all information submitted as part of or in support of Proposals will be available for public inspection after opening of the Proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the “Public Records Law”. Any person wishing to view the Proposals in person may make an appointment by calling the Procurement Office at (954) 602-3054.

All Proposals submitted in response to this Solicitation become the property of the City. Unless the information submitted is proprietary, copyrighted, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Proposal when determined to be in the City’s best interest. Acceptance or rejection of any Proposal shall not nullify the City’s rights hereunder.

1-16
EVALUATION OF PROPOSALS

a) Rejection of Proposal.

1) The City may reject any Proposer's Proposal and award the Contract to the next highest evaluation scoring, responsive, responsible Proposer;

or

The City may reject the entire or any portion of all Proposals submitted and re-advertise for all or any part of this Solicitation, whenever it is deemed in the best interest of the City. The City shall be the sole judge of what is in its "best interest."

2) The City may reject any Proposal if the Proposer does not accept or attempts to modify the terms and conditions of this Solicitation.

b) Elimination from Consideration.

No Contract shall be awarded to any person or firm that is in default to the City as a result of any debt, taxes, or any other obligation whatsoever.

c) Waiver of Informalities.

The City reserves the right to waive any informalities or irregularities in this Solicitation.

d) Demonstration of Competency.

1) A Proposal shall only be considered from a Firm that is regularly engaged in the business of providing the Goods and/or Services required by this Solicitation. Proposers must be able to demonstrate a good record of performance and have sufficient financial resources, equipment and organization to ensure that they can satisfactorily provide the Goods and/or Services if awarded the Contract as a result of this Solicitation.

2) The City may conduct a pre-award inspection of the Proposer's site or hold a pre-award qualification hearing to determine if the Proposer possesses the requirement(s) as outlined in the above paragraph and is capable of performing the requirement(s) of this Solicitation. The City may consider any evidence available regarding the financial, technical or other qualifications and abilities of the Proposer, including past performance (experience) with the City or any other governmental entity in making the award of a Contract.

3) The City may require the Proposer to show evidence that it has been designated as an authorized representative of a manufacturer, supplier and/or distributor if required by this Solicitation.

4) The City reserves the right to audit all records, financial or otherwise, pertaining to and resulting from any award as a result of this Solicitation.

1-17
NEGOTIATIONS

The City may award a Contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best efforts. The City, in its sole discretion, reserves the right to enter into Contract negotiations with the highest evaluation scoring, responsive, responsible Proposer and whose Proposal is most advantageous to the City. Should the City and that Proposer fail to reach agreement on a mutually acceptable Contract, the City shall have the right to terminate Contract negotiations and to negotiate same with the next highest evaluation scoring, responsive, responsible Proposer. No Proposer shall have any rights against the City arising from such negotiations until a Contract acceptable to the City has been awarded and executed.

To assure full understanding of and responsiveness to the Solicitation requirements and full understanding of qualified Proposals or offers, discussions may be conducted with qualified Proposers or offerors who submit responses determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of and responsiveness to the Solicitation requirements. The respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of responses, and such revisions may be permitted through negotiations prior to award for the purpose of obtaining best and final Proposals or offers.

1-18
AWARD OF CONTRACT(S)

a) Contract(s)

This Solicitation contains the Contract to be awarded as a result of this Solicitation, entitled "**CONTRACT**". After award, a Contract **similar** to the Contract, inclusive of all attachments and any modifications that the City **in its sole discretion** may make, and reflecting all requirements, terms and conditions of this Solicitation and any negotiated changes, will constitute the entire Contract between the parties. No rights shall inure to the benefit of any Proposer pursuant to this Solicitation until the Contract has been executed by both parties. **The Proposer shall provide with its Proposal any contract forms desired for consideration by the City as part of the final agreement to be executed.**

b) Additional Information

The award of a Contract may be preconditioned on the subsequent submission of other documents specified in the Special Conditions or Specifications. The Successful Proposer shall be deemed "Non-Responsive" if such documents are not submitted in a timely manner and in the form required by the City. Where the Successful Proposer is deemed "Non-Responsive" as a result of such failure to provide the required documents, the City may award the Contract to the next highest evaluation scoring, responsive, responsible Proposer.

c) Independent Contractor

The Successful Proposer shall be a contractor operating independently from the City. All employees and contractors of the Successful Proposer shall be considered to be, at all times, the sole employees or contractors of the Successful Proposer, under the Successful Proposer's sole discretion, and not an employee, contractor, or agent of the City. Nor shall employees and contractors of the Successful Proposer enjoy any privity of contract with the City. Neither the Successful Proposer nor any of its employees shall receive any City benefits available to employees of the City. The Successful Proposer shall supply competent and physically capable employees and contractors. The City may require the Successful Proposer to remove any employee or contractor the City deems careless, incompetent, insubordinate, or otherwise objectionable and/or whose continued performance of the Services is not in the best interest of the City.

d) Contract Extension

The City reserves the right to automatically extend any Contract for up to 180 calendar days beyond the stated Contract term under the same terms and conditions of said Contract. The City shall notify the Successful Proposer in writing of such extensions. Additional extensions beyond the first 180 day extension may occur if approved by the City Commission, with the mutual agreement of the City and the Successful Proposer.

e) Limited Contract Extension

Any specific Work assignment which commences prior to the termination date of any Contract and which will extend beyond the termination date shall, unless terminated by mutual written agreement of both parties, continue until completion at the same prices, terms and conditions as set forth in the Contract.

f) Warranty

Any implied warranty granted under the Uniform Commercial Code shall apply to all Goods purchased under any Contract.

g) Estimated Quantities

Estimated quantities or estimated dollars, if provided, are for Proposer's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the period of the Contract. The City is not obligated to place any order for a given amount subsequent to the award of any Contract. Estimates are based upon the City's actual needs and/or usage during a previous contract period. Said estimates may be used by the City for purposes of determining the highest evaluation scoring, responsive, responsible Proposer meeting the Specifications.

h) Non-Exclusive Contract

Although the purpose of this Solicitation is to secure a Contract that can satisfy the total needs of the City, it is agreed and understood that any Contract awarded does not create the exclusive rights of the Successful Proposer to receive all orders that may be generated by the City in connection with the types of products and/or Services requested, unless otherwise stated herein.

1-19
RIGHT TO APPEAL AWARD RECOMMENDATION

After a notice of intent to award a Contract is posted, any actual or prospective bidder/Proposer who is aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the Chief Procurement Officer. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and accompanying fee is received by the Chief Procurement Officer.

A nonrefundable filing fee from protester is required to compensate the City for the expenses of administering the protest. The fee shall be in the form of cash or a cashier's check, and in accordance with the schedule set forth below:

Contract Award	**Amount Filing Fee**
$10,000-$50,000	$500.00
$50,001-$250,000	$1,000.00
$250,001 and greater	1% of the pending award or $5,000.00, whichever is greater

1-20
RESULTING CONTRACTOR OBLIGATIONS

a) Rules, Regulations, Licensing, and Other Requirements

The Proposer shall comply with all laws and regulations applicable to the Goods and/or Services requested in this Solicitation. The Proposer is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the Goods and/or Services offered.

b) Condition of Packaging and Packaging Materials

If applicable, and unless otherwise specified in the Special Conditions or Specifications, all containers shall be suitable for shipment and/or storage and recyclable to the greatest extent possible.

1-21
REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS

All Contracts with the City for the purchase of supplies, materials, or Services, including professional services that involve the expenditure of $25,000.00 or more, shall require that the Proposer submits with its Proposal a list of all first-tier Subcontractors or Subconsultants who will perform any part of the Contract Work and all suppliers who will provide materials for the Contract Work directly to the Successful Proposer. In addition, the Successful Proposer shall not change or substitute Subcontractors, Subconsultants or suppliers from those listed in the Proposal, except upon written approval of the City.

All Proposers shall submit the completed Proposal form entitled "**PROPOSER'S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS**" with their Proposal(s). **FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER THE PROPOSAL "NON-RESPONSIVE"**.

SECTION 2
SPECIFIC TERMS AND CONDITIONS

2-1
PURPOSE: TO ESTABLISH ONE CONTRACT BETWEEN ONE PROVIDER AND THE CITY OF MIRAMAR FOR THIRD PARTY ADMINISTRATIVE SERVICES.

The purpose of this Solicitation is to establish a Contract for the City for the Services specified herein from an entity or individual that will provide prompt and professional Service. Specifically, the purpose is to select a Provider to furnish Third Party Administrative Services according to the Scope of Services in **SECTION 3**.

The City is requesting Proposals from experienced individual(s), group(s), or company(ies), hereinafter referred to as the "Proposer", to provide the described Services for the City.

2-2
SOLICITATION TIMETABLE

The anticipated schedule* for this Solicitation and the award of any resulting Contract shall be as follows:

Milestone	**Timeframe**
RFP Issuance	Monday, November 16, 2015
Deadline for Clarification Questions	Monday, November 23, 5:00 P.M. EST
Proposal is Due to City	**Thursday, December 10, 2015, 2:00 P.M. EST.**
Final ranking of Proposers	TBA
City Commission approval of ranking and authorization of negotiations	TBA
Contract negotiations	
Award of Contract by City Commission	TBA

*** The part of this schedule occurring after the Proposal Due Date may be amended by the City in its sole discretion, and no rights shall inure to any Proposer due to such amendment.**

2-3
TERM OF CONTRACT: FOR AN INITIAL TERM OF THREE YEARS WITH TWO OPTIONAL ONE-YEAR RENEWAL PERIODS.

The term of the Contract resulting from this Solicitation shall be for a period of time, commencing on the date on which the Contract has been signed by both parties, or, if provided, the commencement date specified in the Contract, with successive options to renew as determined in the best interest of the City. Renewal after the initial term may be exercised upon the same terms and conditions, or per changes mutually agreed to, at the sole discretion of the City, and may be evidenced in writing as a modification to the Contract executed and signed by the City and Provider prior to the expiration date of the

existing Contract or any valid extension thereof. In addition to any renewal, if provided for, the Chief Procurement Officer may authorize up to a 90 day extension of a Contract in accordance with the terms and conditions of the Contract, and the City Manager or her designee is authorized to extend, for operational purposes only, for a maximum of 180 days, any Contract entered into by the City pursuant to City Commission approval. Any further extensions of such Contract require the approval of the City Commission.

2-4
METHOD OF AWARD

The award of any Contract resulting from this Solicitation will be made to the highest evaluation scoring, responsive, responsible Proposer whose Proposal will be the most advantageous to the City, taking into consideration price and the other evaluation factors set forth in this Solicitation.

2-5
METHOD OF PAYMENT: PERIODIC INVOICES FOR SERVICES RENDERED

The Successful Proposer shall submit fully documented invoices within 30 calendar days after the Services have been rendered. These invoices shall be submitted to the City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, Florida 33025. All documentation shall reference the appropriate Contract number, the type of Service(s) provided, and the dates or period that the Services were provided in the prior 30 days.

2-6
CONTENTS OF PROPOSAL

The contents of the Proposal shall be as required by this RFP, including the information required in Section 3-9 ("CONTENTS OF PROPOSAL") below.

2-7
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Successful Proposer understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Successful Proposer agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

2-8
ACCEPTANCE OF SERVICES BY THE CITY

The Services shall be performed by the Provider consistent with the highest professional standards. Any Work not performed as required shall be corrected by the Provider to the extent possible at no cost to the City.

2-9
INSURANCE

For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Proposers shall maintain commercial general, automobile (where applicable), workers compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.

2-10
Minimum Limits of Insurance

Proposers shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: $1,000,000 Combined Single Limit per occurrence, property damage and medical expense $10,000, personal injury and advertising injury liability $1,000,000; products and completed operations policy aggregate $2,000,000 and general aggregate $2,000,000.

2. Employer's Liability: $1,000,000 per accident for bodily injury by accident or disease.

3. Workers' Compensation: Statutory.

2-11
POINT OF CONTACT

For any additional information regarding the Scope of Work and requirements of this Solicitation, contact the Procurement Office at:

Procurement Office
City of Miramar
2300 Civic Center Place
Miramar, FL33025
Gary A. Bannister
Procurement Analyst
954-602-3257 Phone
954-602-1853 Cell
954-602-3712 Fax
gabannister@ci.miramar.fl.us
or
Adriel Brown
Procurement Specialist
Off 954-602-3249
Cell 954-651-8158
ajbrown@ci.miramar.fl.us

SECTION 3

STATEMENT OF WORK AND SCOPE OF SERVICES AND SPECIAL REQUIREMENTS; PROPOSAL EVALUATION AND CRITERIA; CONTENT OF PROPOSAL

3-1

PURPOSE AND INTENT OF REQUEST FOR PROPOSALS (RFP)

Purpose

The City of Miramar is seeking a professional and experienced contractor to aggressively and effectively manage its workers' compensation, auto, property and other liability claims, accounting for insurance expenses and subrogation. The City invites well-qualified contractors to respond to this RFP to provide the City with the best required Services that will maximize the effectiveness of the City's workers' compensation, property/casualty insurance program. The City's intent is to acquire the solution that provides the best value to the City and meets or exceeds both the functional and technical requirements identified in this RFP.

The City will transfer the administration for all active claims (run-off/tail claims) as of April 1, 2016 to the awarded Proposer, if not awarded to the incumbent Provider.

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Background

The City of Miramar is a growing municipality located in southeast Florida, approximately halfway between Miami and Fort Lauderdale. Miramar has experienced unprecedented growth over the past 10 years, increasing its population from 72,739 in 2000 to 130,288 in 2013. Miramar is a long and narrow city, approximately 2.5 miles wide (north to south) and 14 miles long (east to west).

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SCOPE OF SERVICES AND SPECIAL REQUIREMENTS

For the purposes of this RFP Scope of Work, the term "Proposer" shall have the same meaning as "Contractor".

1. Contractor shall provide workers' compensation and liability third-party claims administration services for the City's self-insured workers' compensation fund in accordance with Florida Statutes Section 440, applicable Florida Administrative Code(s), and applicable City Code(s), resolution(s) or Collective Bargaining Agreement(s). City shall provide Contractor with copies of applicable City

Code(s), resolution(s) or Collective Bargaining Agreement(s) as necessary. This includes the necessary medical benefits, expenses and other services usual and customary to the administration and management of workers' compensation claims, if not otherwise noted herein.

2. Contractor agrees to notify the City of proposed or enacted changes in workers' compensation regulatory requirements or legislative acts that may affect the City's claims.
3. Contractor, as a custodian of records for the City, shall comply and cooperate with all applicable City and state record retention and exemption laws, including but not limited to Florida Statutes Chapters 119, 440, 760 and 112 as they pertain to protected medical, personal and/or work product information.
4. Contractor shall comply with all past, current and new future excess workers' compensation coverage agreements, including reporting requirements affording potential or existing coverage on all and any open (or re-opened claims) claims, including but not limited to reporting:
    a. A copy of the notice of injury to be sent with each claim.
    b. A complete ledger identifying the type, amount, payee, and date of service for each payment.
    c. A narrative summary that includes the:
        i. Description of the accident
        ii. Past, current, and future medical care
        iii. Litigated issues, defenses and anticipated outcomes
        iv. Current type of indemnity being paid and the future expectations of impairment or permanent total disability.
    d. Reserve table that includes aggregate paid, outstanding, recovered, and total incurred amounts.
    e. Types and expectations of third party recoveries.
    f. Adjuster name, phone, email, fax and address.
    g. All documentation is to be sent via electronic media to the excess carrier, unless otherwise instructed.
    h. Any action or suit commenced against the City or excess workers' compensation carrier.
    i. All fatalities.
    j. Any proceeding, event, or development which, in the judgment of the Contractor might result in a claim upon the City's excess workers' compensation carrier, including but not limited to the following:
        I. Brain injuries resulting in impairment of physical functions
        II. Spinal injuries resulting in partial or total paralysis of upper or lower extremities
        III. Amputation or permanent loss of use of upper or lower extremities
        IV. Severe burn cases
        V. All other injuries likely to result in a permanent impairment disability rating of 50% or more
        VI. All workers' compensation claims alleging permanent total disability
        VII. All workers' compensation claims involving disability of more than three years
        VIII. All claims where there is a diagnosis of Hepatitis C
        IX. All claims that are asserting a presumption under Florida Statutes Section 112.
    k. Any claim in which the total incurred for all reserves reach 50% of the City's self-insured retention.

l. Shall forward promptly to the City's excess workers' compensation carrier copies of such pleadings and reports of investigation as may be requested.
m. No voluntary settlement involving loss to the City's excess workers' compensation carrier shall be made hereunder except with the written consent of the City's excess workers' compensation carrier.
n. City's excess workers' compensation carrier, at its own election and expense, shall have the right to participate with the City in the defense or appeal of any action, suit or proceeding in which it may, in its judgment, become involved.

5. Contractor shall be responsible for any penalties, declined coverage, reservation of rights issued, diminished coverage benefits imposed by City's excess workers' compensation carrier(s) due to Contractor's failure to properly report new or existing claims as required by each carriers' coverage agreement reporting requirements.
6. Contractor shall be responsible for obtaining copies of each excess workers' compensation carriers coverage agreement(s) that provide potential or existing coverage for all and any open (or re-opened) claims.
7. Contractor shall set up all claims within 24 hours after notification. Assigned adjuster, supervisor or nurse case manager shall make a three point contact to the City, the injured employee and the initial medical provider(s) within 48 hours.
8. Contractor shall provide automated acknowledgement the receipt of each claim. The acknowledgement shall include but not be limited to the following: claim number, assigned adjuster name, email and telephone number, claimant's name, and date of loss.
9. Contractor shall attend in person or via telephonically all mediations. The City shall endeavor to have a Risk Management staff member, or designee, at all mediations and hearings.
10. Contractor shall have the ability to provide prescription drug authorization on the same day as injury.
11. Contractor shall provide triage to every notice of injured employee, with an initial review by a claims supervisor of the notice of injury, a nurse review of medicals, and assigned adjuster's review of entire claim file.
12. Contractor shall agree to maintain at least a SAS 70 Type II audit on controls placed in operations and tests for operating effectiveness, and agree to provide copies to the City as requested.
13. City reserves the right to select its own workers' compensation defense counsel to manage any and all litigation for the City's workers' compensation and employer's liability program, and/or to seek pre-litigation legal advice and claim strategy. The City's Risk Management Representative has the authority to approve the workers' compensation defense counsel's fee, cost schedule and/or any allocated legal claim adjustment expenses. Contractor shall agree to work with City's chosen workers' compensation defense counsel. In the event the Contactor is unable to work with the City's workers' compensation defense counsel or has a conflict of interest, then City reserves the right to deem the Contractor's proposal Non-Responsive, or terminate the Contractor's Contract pursuant to Section 9, Termination For Cause, or Section 10, Termination for Convenience of the City's Standard Contract.
14. The City reserves the right, but not the obligation, to approve the selection of all vendor partners and ancillary Services that are part of the workers' compensation allocated claim expense or reserve.
15. Contractor shall provide the City with a designated adjuster for medical only claims, designated adjuster for lost-time claims and a designated adjuster for

litigated claims. The City has the sole discretion over the selection and replacement of adjusters handling the City's account, as it deems necessary and prudent.

16. Contractor shall utilize the City's solely selected and approved financial institution for the funding of workers' compensation claim payments and settlements. Contractor agrees to comply with the City's Positive Pay (fraud detection) banking standards and must do a daily data feed to the City's financial institution for fraud detection.
17. Contractor shall send original invoices to the attention of the City's Risk Manager, or designee, by U.S. mail or express mail as requested by the City, to the City of Miramar, Human Resources Department, Risk Management Division, 2300 Civic Center Place, Miramar, Florida, 33025, unless otherwise instructed.
18. Contractor shall mail the City's monthly financial institution reconciliations.
19. Contractor shall maintain a Quality Assurance Program at all times, and provide any and all necessary documentation to the City as requested. Such documentation may include but not be limited to copies of Quality Assurance Program minutes from meetings, AHCA audit reports, and/or any internal audit reports on claims handling by Contractor.
20. Contractor shall be audited by the City at the City's sole discretion and cost.
21. Contractor shall be audited by the City's excess workers' compensation claims insurance carrier at carrier's sole discretion and cost.
22. Contractor shall invoice the City monthly for its administrative claim fee.
23. Contractor shall provide the City with electronic loss runs, claim reports or ad hocs as required by City. City may require the Contractor to provide hard copies at no additional cost if required by City's auditors or actuary.
24. Contractor shall provide the City with telephonic case management Services on all claims as a allocated loss adjustment expense, unless otherwise directed by City.
25. Contractor shall provide the City with field case management Services, catastrophic case management Services, medical cost projections, life care planning, Medicare set-aside assessments, development and reports, surveillance, peer review, utilization review and reasonable and customary savings review, bill review, percentage of PPO savings and any other usual and customary workers' compensation claims administration claims practice, strategy or activity as all allocated loss adjustment expenses, unless such expenses are more appropriately allocated as a medical expense under the claim per Florida Statutes or Contractor's judgment.
26. Contractor shall be responsible for all Medicare reporting obligations under the Medicare Secondary Payer Act and/or under similar or new legislation.
27. Contractor shall provide the City with OSHA 300 log reporting, as requested by City.
28. Contractor shall handle subrogation claims and file lien notices on behalf of the City to protect the City's interests in rights of recovery from third-party tortfeasors. Contractor shall not proceed with any legal action against a third-party tortfeasor without the HR Director's and City Attorney's concurrent approval. All funds received from subrogation shall be considered revenue of the City.
29. Contractor shall process and handle all electronic data interchange requirements on behalf of the City, as required by the State of Florida.

30. Contractor shall provide the City's HR Director and Risk Manager, or their designees, access and training to utilize the Contractor's Risk Management Information System to facilitate with accessing injured employee diary notes, medical records, other claim documentation, and monitoring the adjuster's claim activity on the file.
31. Contractor shall provide average case load of no more than 150 claims for the designated medical only adjuster, 130 claims for the designated lost-time adjuster, and 100 claims for the designated litigation adjuster assigned to handling the City's account, unless approved by City.
32. Contractor shall provide a list of provider networks affiliated with the Contractor, as requested by City.
33. Contractor shall evaluate and qualify various service providers recommended by the City to service its account, provided such service providers do not present a perceived or potential conflict of interest.
34. Contractor shall accept all current claims and/or re-opened claims as run-in claims to the Contractor if it is selected as the new TPA for the City.
35. Contractor shall provide on behalf of the City all self-insurer reporting to the Self Insurance Bureau, Division of Workers' Compensation, State of Florida, for all annual reports, unit statistical, modification factor, assessment of indemnity, medical and any and all forms required by the State of Florida which a self- insurer for workers' compensation must provide. Contractor shall assist the City in the filing of periodic reports and renewal applications required by state administrative agencies for all self-insurance qualifications. All fees and assessments in connection with same are the obligation of the City.
36. Contractor shall review and seek approval from the City for any loss reserve adjustment increases.
37. Contractor agrees all negotiated settlement agreements shall require City Commission approval. Such settlements would include agreements to wash-out an entire claim, settle a negotiated lien, settle a negotiated attorney fee, or any other type of settlement that is not otherwise considered the administration of a medical, indemnity or other expense that would otherwise be due and owing in accordance with Florida law.
38. Contractor shall agree to quarterly claim reviews, in person at the City's discretion, to review all litigated cases, legacy cases, catastrophic cases, or non-litigated complex cases.
39. Contractor shall agree all claim files, reports, and other data prepared or provided in connection with a claim are and shall remain the property of the City.
40. Contractor shall keep complete and accurate records and accounts in connection with each claim. Such records will be available at all reasonable times for examination by the City, or its 'designee, and shall be kept for a period of not less than three years after the completion of all Work to be performed. Incomplete or incorrect entries in such records may be grounds for disallowance by City of any fees or expenses based upon such entries. Contractor shall send City all closed claim files that are mutually agreed upon to be inactive.
41. Contractor shall provide Risk Control Consulting Services.

42. Contractor shall utilize any recommended medical primary care physicians or specialists as directed by City, regardless if they are in the Contractor's network, if it is in the best interest of the injured employee or the City. This would include authorizing treatment by non-occupational or non-network physicians or providers that have treated an injured employee under emergency or exigent circumstances in an emergency room or other facility, if such treatment would be considered prudent and reasonable for continuity of care purposes.
43. Contractor shall provide the City with the ability to report notices of injury electronically, by facsimile or by phone based on the severity, circumstances or nature of the injury, at no additional cost.
44. Contractor shall take extraordinary measures if it is selected as the new TPA for the City to ensure data and file conversion and transfer is done with as little disruption to the City and its injured employees to ensure continuity in care and continued best workers' compensation claims management practices.
45. Contractor agrees to transfer or ship the electronic file data or hard copy file data at the request and as directed by the City at no cost other than actual incurred reasonable shipping fees. Contractor agrees there shall be no charges to transfer electronic data on a per data file basis or other transfer related fees or charges unless agreed upon in writing by City. All electronic data transferred or hard copy data shipped shall be done within 60 days upon receipt of written notice from City. Paper data shall be shipped overnight by FED EX, DHL, UPS or equivalent common carrier agreed to by City. Electronic data shall be transferred by disk/tape or over internet as requested by City provided the data files are adequately protected and secured. Electronic file data means all claims information and related claim file information maintain in a electronic computer file format, whether stored on a hard drive, tape backup or CD. Hard copy data means all claim information or related claim file information maintained in a paper, binders, reports, pictures, video tape or computer disks or compact disk format, medical films, and all other mediums other than electronic data format. Upon exiting, client data will be provided to the new TPA either by a series of attachments to one or more email messages containing zip files which can be password-protected or via CD ROMS. The claim files may exist as paper files and will be shipped as such. If the claim files are stored as images in a document retrieval system, they will be provided via CD ROM or the most current means of providing data. Aggregate costs shall not exceed $5,000, unless authorized by City's representative in the Contract.
46. Contractor shall review each claim and loss report submitted by the City.
47. Contractor shall conduct an investigation of each qualified claim or loss to the extent deemed necessary.
48. Contractor shall maintain a file for each qualified claim or loss that shall be available for review by the City.
49. Perform necessary and customary administrative and clerical work in connection with each qualified claim or loss, including the preparation of checks or vouchers, releases, agreements and other documents needed to finalize a claim.
50. Contractor shall establish and update claim reserves as needed, with the approval of the Risk Manager.
51. Contractor shall notify City, City's agent or carriers, as designated by the City, of all qualified claims or losses which may exceed the City retention and, if requested, provide information on the status of those claims or losses.
52. Contractor shall coordinate investigations on litigated claims with attorneys representing the City and with representatives of the excess carrier, as required. It is expressly understood that all legal costs and loss payments will be charged to the City.

53. Contractor shall Investigate and pursue subrogation possibilities on behalf of the City in all states permitting subrogation. Funds received from all subrogation collections shall be considered revenue of the City.
54. Contractor shall provide forms as needed to administer the City's program.
55. Contractor shall assist the City in selecting appropriate experts or specialists as the claims may require.
56. Contractor shall provide personnel needed to perform the Services agreed to herein.
57. Contractor shall assist the City in the filing of periodic reports and renewal applications required by state administrative agencies for all self-insurance qualifications. All fees and assessments in connection with same are the obligation of the City.
58. Contractor shall work closely and effectively with the City's Risk Management Division to ensure that workers' compensation, auto, property and other liability claims are effectively and aggressively managed and that the accounting for insurance expenses and subrogation is effectively managed.
59. The City requires the Contractor to provide a risk management information system to record loss data into organized, meaningful information to allow timely and intelligent risk management decisions.
60. The Contractor system must collect and store complete, accurate information about every claim and be available to City staff 24 hours a day, 7 days a week. The Provider shall provide "Train-the-Trainer" onsite courses to City employees as well as user-friendly on-line training on an ongoing basis.
61. Contractor shall complete a stewardship report on a quarterly and annual basis that at a minimum identifies:
    a. What Services have been performed over the past year and how they have benefited the City
    b. Insurance program costs
    c. Activities and trends as well as suggested corrective actions for negative trends.
62. Contractor shall assist in all obligations related to the City's obligation to perform Mandatory Insurer Reporting ("MIR') as set forth in Section 111 of the Medicare, Medicaid and SCHIP (State Children's Health Insurance Program) Extension Act of 2007 (all of which together shall be referred to as "MMSEA") (P.L. 110-173). MMSEA adds new mandatory reporting requirements for group health plan arrangements and for liability insurance (including self-insurance), no-fault insurance, and workers' compensation (*see* 42 U.S.C.1395 (b)(7) & (8)) and is currently going into effect, as well as any other similar requirements and reports.
63. The Contractor shall provide an on-line check issuance and banking communication system that provides for automated payments and control.
64. The Contractor shall actively participate in quarterly claims review meetings with representatives from the broker/administrator and other City representatives.
65. All data furnished by the City, or generated as a result of Services performed and other information designated by the City in writing shall be treated as confidential.
66. The Contractor shall maintain files necessary for legal defense of claims and other litigation, subrogation, contribution for indemnity and/or recovery on behalf of the City. These files must be made available to the City as requested.

67. The Contractor shall retain claim files in mutually agreed to storage facilities for 36 months following date of closure. Thereafter, it will be the City's responsibility for continued file storage either based on a reassignment of that responsibility with the designated storage facility from the Provider, or by return of the files to the City or to a location designated by the City.
68. Any Property loss involving ten (10) or more buildings as a result of a single event (i.e., hurricane, tornado, flood, earthquake, etc.) will be billed on a time and expense basis, and paid as an allocated claim expense against the claim file.
69. Provider can, at its discretion, utilize outside resources (adjusters) for the purpose of expediting the claim handling as a result of a catastrophic event.
70. If outside resources are used, their fees will also be billed as an allocated claim expense against the claim file.

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PROPOSAL EVALUATION AND CRITERIA:

The City reserves the right to accept or reject, in whole or in part, any or all Proposals, to waive irregularities and technicalities, to request re-submittals, to adjust the time table as needed, and to enter into negotiations with Proposers as warranted. There is no obligation on the part of the City to award the Contract to the Proposer offering the lowest price to the City. The City reserves the right to award a Contract to the firm whose Proposal is judged most advantageous to and is in the best interest of the City utilizing the evaluation method set forth below. The City shall be the sole judge of which Proposal is in the best interest of the City. The City reserves the right to obtain any information deemed necessary to determine the ability of the Proposer to carry out their obligations under the Contract, to include information needed to review the experience and financial capability of the Proposer to complete the requirements of this RFP.

All Proposals will be evaluated by a Selection Committee appointed by the City. The Selection Committee may be comprised of any combination of City staff, consultants or citizens, or other non-City persons, all of whom have the appropriate experience and knowledge relating to the Services sought by this Solicitation, while striving to ensure a well-balanced committee. The Committee shall reserve the right to require oral presentations from one or more of the Proposers, either before or after the initial ranking, and shall have the option to short-list and re-rank after the receipt of additional information from such presentations, follow-up questions and answers, on-site Proposer demonstrations (including module and/or functionality demonstrations, technical demonstrations, Service presentation and other due diligence), completed reference checks or site visits. After the final ranking, again based on the criteria and points set forth below, the City Commission will be asked to approve the Committee's ranking and to authorize the City Manager or his designee to enter into Contract negotiations with the highest evaluation scoring, responsive, responsible Proposer and whose Proposal will be the most advantageous to the City. Should the City and the latter Proposer fail to reach agreement on a mutually acceptable Contract, the City shall have the right to terminate negotiations and to negotiate with the next highest ranked firm. The City Commission will then approve the award of the successfully negotiated Contract.

MAJOR CRITERIA

1.	To facilitate the analysis of responses to this RFP, Proposers are required to prepare their Proposals in accordance with the instructions outlined in the RPF. **Proposers** must respond in full to all RFP sections and follow the indicated RFP format (section numbering, etc.) in their Proposal. Failure to follow these instructions may result in rejection.	10
2	Proposer's ability to perform Scope of Work and meet deliverables	35
3	Proposer's company/staff experience and qualifications	25
4	Proposer's price on response form	20
5	Proposer's current and past references	5
6	Experience with Florida Government Agencies	10
7	City Local Preference	5
8	County Business Enterprise or Small Business Enterprise	5
Total Points		**110**

NOTE PAD:

POINTS FORMULA:

*** The lowest cost Proposal receives a total of 20 points. The total possible points for the lowest cost Proposal overall is 20 points. All other Proposals will receive cost score (points) based on the following formula:**

Lowest Cost Proposal divided by Proposer "X" Cost Proposal times maximum available cost points = Proposer "X" Cost Score

Example:
Firm "A" cost Proposal is $14.00 and is the lowest cost Proposal
Firm "B" cost Proposal is $16.00
Firm "C" cost Proposal is $20.00

Cost Points Available: 20

Calculation:
Firm "A": Lowest price and receives 20 points
Firm "B": ($14.00)/ ($16.00) X 20 points =17 points
Firm "C": ($14.00)/ ($20.00) X 20 points = 14 points

The following is a description of the above criteria:

1. Proposer's ability to perform Scope of Work and meet deliverables:

Proposer will be evaluated by its confirmation, ability and willingness to perform all of the Services on behalf of the City identified in Scope of Work – WC & Liability TPA Services. Proposer will also be evaluated based on any exceptions, limitations or deviations they identify in their response to the Scope of Work – WC & Liability TPA Services.

Proposer will be evaluated on whether it provided and met all the requirements and deliverables requested in the RFP – Additional requirements and Deliverables.

Proposer will be evaluated based on its Quality Assurance Program, and the quality of their initial contact letter and welcome package acknowledging the notice of injury.

Proposer will be evaluated on how comprehensive and broad a selection of physicians and facilities that are available in their medical, physical therapy and prescription drug networks.

Proposer will be evaluated based on the quality, ease of use and access of their Risk Management Information System and menu of standard loss run reports available.

2. Proposer's company/staff experience and qualifications:

Proposer's company will be evaluated based on whether it submits to a SAS 70 Type II audit on controls placed in operations and tests for operating effectiveness.

Proposer will be evaluated based on its company's organization chart, profile and office responsible for servicing the City's account.

Proposer will be evaluated based on the experience and qualifications (resumes) of the Proposer's staff who will be assigned to the City's account as primary account manager, claims manager, medical only adjuster, lost-time adjuster, litigation adjuster, and nurse case manager (note whether employees or subcontractor employees).

Proposer will be evaluated based on whether it has maintained a Third-Party Claims Administrator license with the State of Florida for a minimum of 10 years, with experience in handling presumption claims.

3. Proposer's current and past references:

Proposer will be evaluated based on references submitted. References will be interviewed and evaluated based on the names of three government agency/client with whom you have been awarded a contract specifically for Workers' Compensation Third-Party Claims Administration Services within the last three years. The names of three former government agency/client with whom you have specifically provided Workers' Compensation Third Party Claims Administration Services, who have not renewed or awarded your company a new contract as incumbent within the last three years.

4. Proposer's price on response form:

Proposer will be evaluated based on fees and responses submitted under Option#1 Flat Annual Fee Minimum and Deposit, Option#2 Life of Contract – Per Claim Flat Fees, Option#3 Life of Contract – Per Claim Blended Fees, and Other Fees in Addition to Option #1, #2 or #3 fees charged for various workers' compensation claims management Services outlined on the Exhibit "C" Response Form – WC TPA Services. The City reserves the right to reject any Proposal in which pricing is considered exhorbitant or unreasonable. The City shall be the sole judge as to what is exhorbitant or unreasonable.

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CONTENT OF PROPOSAL

Proposal Format

To facilitate the analysis of responses to this RFP, Proposers are required to prepare their Proposals in accordance with the instructions outlined in this section. **Proposers** must respond in full to all RFP sections and follow the indicated RFP format (section numbering, etc.) in their Proposal. Failure to follow these instructions may result in rejection.

For each question asked in the RFP, Proposers shall provide in their Proposals, the question asked and their answer using the section numbering of the RFP.

Proposals shall be prepared to satisfy the requirements of the RFP. EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. All parts, pages, figures, and tables should be numbered and labeled clearly. The Proposal should be organized as follows:

Tab	Title
-	Proposal Signature Form
1	Executive Summary
2	Qualifications and experience of the firm and persons assigned to perform the services outlined in this RFP
3	Proposed Method of Contract Performance
4	Information/data management abilities and on-line, Internet accessibility for claims reporting and/or monitoring
5	References checks with other clients
6	Financial stability
7	Proposer Background
7-A	Proposer Information Form
7-B	Business/Vendor Survey
8	Exceptions and Deviations
9	Other Required Forms and Attachments
10	Price Proposal Sheet
11	Addenda

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

Costs for the Proposer's proposed solution should be submitted on the Proposal Pricing Forms provided. Costs should include the complete costs for the solution, including travel and operating costs. Use additional pages as needed. *See* "Cost Proposal" below.

Executive Summary (Tab 1)

This part of the response to the RFP should be limited to a brief narrative not to exceed two pages describing the proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The Executive Summary should not include cost quotations.

Minimal Qualifications

- Licensed to do business in the State of Florida.
- At least five years in business as a firm.
- Minimum five years in public entity market.

Evaluation Factors

Qualifications and experience of the firm and persons to be assigned to

perform the Services outlined in this RFP (Tab 2)

Providers must provide information about their company so that the City can evaluate the Providers' stability and ability to support the commitments set forth in response to the RFP. Information that Providers should provide in this section is as follows:

1. The company's background including a brief description (e.g., past history, present status, future plans, company size, etc.) and organization charts.

2. Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dunn & Bradstreet report (D&B) as part of the Provider Proposal response.

3. If the Provider is proposing to use a subcontractor on this Project, please provide background information on the subcontractor, Provider relationship with that firm and the specific Services and/or products that the subcontractor will be providing on the Project. A complete list of subcontractors is required. The City has the right to approve all subcontractors of the Provider at any time.

4. Include names of professional representatives, professional background and qualifications, with titles and areas of expertise, which will be directly responsible for the City's account.

5. Describe the expertise of your third party claims administrator.

Proposed Method of Contract Performance (Tab 3)

1. Describe your firm's geographic location, including branch offices, and provide detail concerning which branch is proposed to provide the Third Party Administrator Services for City of Miramar.

2. Describe your firm's proposed investigative unit, including methods used to recognize potential suspicious claim activity. Do you have any limitations on outside investigations?

3. Describe your firm's proposed claims office staffing, including centralized and/or standard claims handling processes, claim reporting process, analytical reporting, notification process, claim/reserve reporting, quality assurance program and account management program.

4. Describe your firm's medical management/vocational rehabilitation program, including the following:
    a. Please explain how claim and managed care services interface.
    b. Do your case managers and claim adjusters enter and review case notes electronically?

c. Please identify your branch office structure where field case managers, telephonic case manager and bill review personnel are located.

5. What is the average caseload for field case managers and telephonic case managers?

6. Do you have Managed Care and/or PPO/HCO Certification?

7. Describe your firm's proposed reserving philosophy. When reserves are first posted?

8. Describe your firm's proposed litigation management program, including your attorney

Audit / bill review program. [I cannot fix the formatting here]

9. Provide a description of how your firm proposes to prepare a claim file for submission to a defense attorney.

10. Describe your firm's proposed claims caseload/evaluation/disposition program, including the following:
    a. Do you offer designated/dedicated claim teams? If yes, please describe.
    b. What is your optimal number of pending claims per adjuster by line? (Best Practices)
    c. How often are adjuster's pending caseloads reviewed?
    d. What action can be expected when a large disparity in an adjuster's caseload becomes apparent?
    e. What are your average closing ratios?
    f. Describe how your adjusters' work is supervised.
    g. How often do you ensure that your adjusters are adhering to the client's special handling instructions?
    h. What is your standard level of settlement authority for adjusters? For supervisors?
    i. What are your criteria for converting medical only to indemnity?

11. Describe your firm's proposed loss control program, including:
    a. Specific programs for Cities/Public Agencies.
    b. Outline services proposed for Workers Compensation loss control.
    c. What is your FL OSHA capability? Do you produce the OSHA 300?
    d. Describe your proposed loss control services/safety training and education program and/or surveys.

12. Describe your firm's banking options.

13. Do you co-mingle accounts? Do you have ACH capability?

14. Describe your experience in administering Labor Code 4850 and Stress Leave claims.

Information/data management abilities and on-line, Internet accessibility for claims reporting and/or monitoring (Tab 4)

1. Describe your firm's proposed database management system in detail, including on-line inquiries and upgrade capabilities.

2. Describe your firm's proposed claims management information system, including:
   a. Describe your electronic claim management system available to your clients.
   b. Describe your ad hoc report producing capacity. Provide a sample of a year-end summary by department and division.
   c. Describe your client access options for electronic claim files, loss reports and ad hoc reports.
   d. Describe your location structure as well as nature and cause codes.
3. Describe your firm's proposed data producing capability to provide the reporting requirements outlined in this RFP as well as a sufficient records and electronic data retention and back-up and business recovery plan.
4. Do you have any experience with an electronic interface to a payroll/personnel system?

References checks with other clients (Tab 5)

1. Submit three public entity accounts in Florida that include Police & Fire Departments, comparable in size and nature to Miramar, written within the last three years that will qualify the respondent to handle the City of Miramar's insurance program.

2. Please provide five current clients along with contact names and telephone numbers.

3. Please provide three current City or other Public Agency clients along with contact names and telephone numbers.

4. Please provide a list of three former clients who have given notice not to renew your contract within the last 12 months.

Financial stability (Tab 6)

The Contractor must indicate if their company is rated (check all that apply) and their rating from each agency:

		Rating
Moody's	☐	_____
Standard & Poor's	☐	_____
Fitch	☐	_____

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Contractor's liability insurance policies shall be endorsed to add the City of Miramar as an additional insured. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days' written notice has been given to the City by certified mail.

Financial stability as evidenced by submitted financial statements and/or other information gathered by the City of Miramar during the evaluation process (Tab 6)

Audited financial information for the past TWO completed fiscal years that includes income statements, balance sheets, and statement of cash flows.

Provider Background Questionnaires (Tab 7a-c)

The Provider must respond to the Provider Background Questionnaires in Section 5 of this RFP.

Exceptions and Deviations (Tab 8)

If the Provider finds it impossible or impractical to adhere to any portion of these Specifications and all attachments, it shall be so stated in its Proposal, with all deviations grouped together in a separate section entitled "Exceptions/Deviations from Proposal Requirements." This section will be all-inclusive and will contain a definition statement of each and every objection or deviation with adherence to specific RFP sections. Objections or deviations expressed only in other parts of the Proposal, either directly or by implication, will not be accepted as deviations, and the Proposer in submitting a Proposal, will accept this stipulation without recourse. Also see the provisions

of Section 1-12 above.

Other Required Forms and Attachments (Tab 9)

Place all other forms that have not been identified as associated with another tab under this tab. This should include any contract forms desired for consideration as part of the final agreement to be executed.

Price Proposal Sheet (Tab 10)

Costs for the Proposer's proposed solution should be submitted on the Price Proposal Sheet Forms provided at Section 5 below. The Proposer shall provide price information for each separate component of the proposed Work.

In the event the product or Service is provided at no additional cost, the item should be noted as "no charge" or words to that effect.

In the event the product or Service is not being included in the Proposal, the item should be noted as "No Bid".

Proposers shall provide all pricing alternatives in these cost sheets.

Proposers shall provide prices in U.S. dollars.

Proposers shall make clear the rationale and basis of calculation for all fees.

Proposers shall show separate subtotals for the required elements of the proposed solution, and for any layers of optional elements.

The City prefers that Proposers provide separate prices for each item in the proposed solution. However, the Proposer is also encouraged to present alternatives to itemized costs and discounts, such as bundled pricing, if such pricing would be advantageous to the City. Prices shall be guaranteed for the entire initial term of the agreement.

The City reserves the right to pursue direct purchase of all items and Services proposed, as well as to obtain independent financing.

Addenda (Tab 11)

Include all original, signed copies of addenda in this section.

Affidavits and Acknowledgements.

The following forms are attached at Section 5 on page 11 and shall be completed and provided as part of your Proposal. FAILURE TO COMPLETE, SIGN AND RETURN THESE FORMS MAY DEEM YOUR PROPOSAL NON-RESPONSIVE:

1) PROPOSAL COVER PAGE
2) PRICE PROPOSAL SHEET
3) ADDENDA ACKNOWLEDGEMENT FORM
4) PROPOSER INFORMATION FORM
5) PROPOSER'S DISCLOSURE OF SUBCONTRACTORS, AND SUPPLIERS
6) DRUG-FREE WORKPLACE AFFIDAVIT
7) ANTI-KICKBACK AFFIDAVIT
8) NON-COLLUSIVE AFFIDAVIT
9) NON-DISCRIMINATION AFFIDAVIT
10) BUSINESS/VENDOR PROFILE SURVEY
11) EXCEPTIONS AND DEVIATIONS FORM

SECTION 4:

AGREEMENT

BETWEEN

THE CITY OF MIRAMAR

AND

_____.

FOR THIRD PARTY CLAIMS ADMONISTRATION SERVICES

This Agreement is entered into this ____ day of _____, 2016, by and between the City of Miramar, Florida, a Florida municipal corporation, hereinafter referred to as "City",

AND

_____, , a _____ corporation with its principal business address located at _____, hereinafter referred to as "Contractor".

WHEREAS, the City issued REQUEST FOR PROPOSALS No 15-09-47 for THIRD PARTY CLAIMS ADMINISTRATION SERVICES (the "RFP"); and

WHEREAS, the Contractor was determined to be the highest evaluation scoring, responsive, responsible Proposer and whose Proposal was most advantageous to the City; and

WHEREAS, on _____, 2016, the City Commission approved the award of the RFP and a Contract for THIRD PARTY CLAIMS ADMINISTRATION SERVICES to Contractor.

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

SECTION 1
SCOPE OF SERVICES

Contractor agrees to provide the following Services to the City (the "Services") during the Term of this Agreement:

This Agreement is subject to, and Contractor shall provide Services in accordance with, the Scope of Services, terms, conditions and requirements of City of Miramar REQUEST FOR PROPOSALS No. 15-09-47 (the "RFP"), the Contractor's Proposal as accepted by the City and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the provisions of this Contract, the RFP and the Proposal, the conflict shall be resolved in the following order of priority: terms of this Contract; terms of the RFP; terms of the Proposal.

SECTION 2
COMPENSATION

In consideration for the Services to be provided by Proposer, the City agrees to pay Proposer as set forth on the price schedule (tab 8 of the RFP response), which shall be payable on a monthly basis within 30 calendar days following submission of an invoice by the Proposer to the City. In the event of City's termination of this Contract prior to the end of the Contract Term pursuant to Sections 4 or 7, City shall pay Proposer on a pro-rata basis for the Services performed by Proposer prior to the City's termination of this Contract.

SECTION 3
TERM OF AGREEMENT

The term of this Agreement shall be for a period of five years commencing on the date this Contract is executed by both parties, with two one year successive options to renew for additional one year terms, unless terminated earlier pursuant to Section 4 of this Agreement. The Chief Procurement Officer may authorize up to a 90 day extension of this Contract in accordance with its terms and conditions; and the City Manager or his/her designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

SECTION 4
TERMINATION OF AGREEMENT

City may terminate this Agreement for convenience by giving the Contractor 30 calendar day's written notice. City may terminate this Agreement for cause by giving Contractor five calendar days' written notice upon the failure of the Contractor to cure any default after being provided with written notice of that default and a demand for cure within ten (10) calendar days. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

SECTION 5
INDEPENDENT CONTRACTOR

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be by employees of Contractor and subject to supervision by Contractor, and not as officers, employees or agents of City. Personnel policies, tax

responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 6
INDEMNIFICATION / HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and hold harmless City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or subcontractors in the Contractor's performance of Services pursuant to this Agreement.

SECTION 7
NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

SECTION 8
INSURANCE

For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain liability insurance in an amount acceptable to the City's Risk Manager and naming the City of Miramar as an additional insured.

Contractor shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement:

General Liability	Per Occurrence	Aggregate
Professional Liability	$ 500,000	$1,000,000

Workers' Compensation
Statutory Amount

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall approve such certificates prior to the performance of any Services pursuant to this Agreement.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Contractor's liability insurance policies shall be endorsed to add the City of Miramar as an additional insured. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

SECTION 9
MISCELLANEOUS

Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 10
AUDIT AND INSPECTION RIGHTS

10.1 The City may, at reasonable times and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

10.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 11
AMENDMENTS AND ASSIGNMENT

11.1 This Agreement constitutes the entire agreement between Contractor and City and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

11.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement.

11.3 Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 12
GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 13
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

_____
_____
_____
_____

FOR CITY:

_____
City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-XXX
Facsimile: (954) 602-XXXX

With A Copy to:

Jamie Alan Cole, Esq.
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: 954- 763-4242
Facsimile: 954-764-7770

SECTION 14
NON-DISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

SECTION 15
PUBLIC RECORDS

Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

SECTION 16
HEADINGS, CONFLICT OF PROVISIONS, WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 17
SEVERABILITY

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

SECTION 18
SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

SECTION 19
ENTIRE AGREEMENT

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

SECTION 20
JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City

Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar and by the Contractor, by and through its _____, attested to and duly authorized to execute same.

CITY

ATTEST:

CITY OF MIRAMAR

_____
Denise Gibbs, City Clerk

By:_____
Kathleen Woods-Richardson, City Manager

This ___day of _____ , 2015.

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE CITY OF MIRAMAR ONLY:

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

CONTRACTOR

WITNESSES:

_____

Print Name:_____

_____

Print Name:_____

By: _____

Date: _____

SECTION 15
NON-DISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

SECTION 16
PUBLIC RECORDS

Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

SECTION 17
HEADINGS, CONFLICT OF PROVISIONS, WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 18
SEVERABILITY

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

SECTION 19
SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

SECTION 20
ENTIRE AGREEMENT

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

SECTION 21
JOINT PREPARATION

Contractor and the City acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

SECTION 22
COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Contractor, by and through its _____, attested to and duly authorized to execute same.

CITY

ATTEST:

_____
Denise A. Gibbs, City Clerk

CITY OF MIRAMAR

By:_____
Kathleen Woods-Richardson,
City Manager

This day of _____, 2015.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY
THE CITY OF MIRAMAR ONLY:

_____
City Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.

CONTRACTOR

WITNESSES:

_____

Print Name:_____

_____

Print Name:_____

By: _____

Date: _____

By: _____

SECTION 5
SUBMITTAL FORMS
PROPOSAL COVER SHEET AND SIGNATURE FORM RFP No. 15-09-47 (Pre-Tab 1)

PROPOSER'S NAME (Name of firm, entity, or organization):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

Name: _____ Title: _____

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE:

(_____) _____

FAX:

(_____) _____

EMAIL _____

PROPOSER'S ORGANIZATION STRUCTURE:

_____ Corporation _____ Partnership _____ Proprietorship _____ Joint Venture _____ Other (explain): _____

IF CORPORATION:

Date Incorporated/Organized: _____

State of Incorporation/Organization: _____

States registered in as foreign Corporation: _____

PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT IS SOUGHT THROUGH THIS SOLICITATION:

LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONTRACTORS FOR THIS PROJECT:

PROPOSER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.

Signed by: _____ Date: _____

Print name: _____ Title: _____

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL NON-RESPONSIVE

PROPOSER REFERENCES FORM (TAB 5)

Please list five references:

(1) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Email: _____

(2) Agency Name: _____

Address:_____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Email: _____

(3) Agency Name: _____

Address: _____

City, State, & Zip Code:_____

Contact's Name & Phone #: _____

Email: _____

(4) Agency Name: _____

Address:_____

City, State, & Zip Code: _____

Contact's Name & Phone #:_____
Email: _____

(5) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____
Email: _____

FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE

PROPOSER INFORMATION FORM (Tab 7a)

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed "Non-Responsive."

(1) How many years has your organization been in business under your present business name?

_____ years

(2) State of Florida occupational license type and number: _____

(3) County (state county) Business Tax Receipt type and number: _____

(4) City of Miramar Business Tax Receipt type and number: _____

(A CITY OF MIRAMAR BUSINESS TAX RECEIPT MAY NOT BE NECESSARY IF THE BUSINESS IS NOT LOCATED WITHIN THE CITY OF MIRAMAR)

PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

(5) Describe experience providing Services/Commodities for similar (government) organizations:

_____

_____

_____

_____

_____

(6) Have you ever had a contract terminated (either as a prime contractor or subcontractor) for failure to comply, breach, or default?

_____ yes _____ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

BUSINESS/VENDOR PROFILE SURVEY (Tab 7B)

Name of Business: _____

Address: _____

Phone No.: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

- ❑ **CONSTRUCTION SERVICES -** Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.

- ❑ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES -** Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.

- ❑ **PROFESSIONAL SERVICES -** Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.

- ❑ **BUSINESS SERVICES -** Involves any services that are labor intensive and not a construction related or professional service.

- ❑ **COMMODITIES -** Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.

- ❑ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

  Business is claiming the CBE/SBE Preference; YES____ NO _____
  Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

  Business is claiming local Business Preference YES _____ NO _____
  (Choose below as applicable)

- ❑ A **Businesses Employing Miramar Residents** located outside of the City of Miramar City and employing a minimum of 10 full time equivalent ("FTE") Miramar residents or Miramar residents constitute 20% FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. **Proof of Miramar residents employed will be required prior to AWARD.**

- ❑ Business is domiciled within the City of Miramar City limits, complies with all City of Miramar licensing requirements and is current on all taxes.

FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR OFFER NON-RESPONSIVE

Exceptions and Deviations Form (Tab 8)

Contract Terms and Conditions Exception

Proposers must identify clause by number and name and specify Exception. **Exceptions must be fully explained on the bottom portion of this page**. The City reserves the right to reject any Proposal for noncompliance with one or more of the requirements.

#	Title	Exception

_____

Proposer's Signature

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL NON-RESPONSIVE

PRICE PROPOSAL SHEET (Tab 10)

COST OR PRICING DATA FOR PRICE PROPOSAL

Proposers shall submit (attached to this form) Cost or Pricing Data of sufficient detail to allow the evaluators to determine the reasonableness of the Price Proposal, reflecting Cost Realism, including all information other than Cost and Pricing Data, and explaining how the lump sum figure was derived.

a) Cost or Pricing Data shall mean all facts, that as of the date of submission of the Proposal, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or Pricing Data are data that are factual, not judgmental, and are verifiable. While they do not indicate the accuracy of the Proposer's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or Pricing Data are more than historical accounting data, they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include such factors as: vendor quotations; nonrecurring costs; information on changes in production or purchasing volume; data supporting projections of business prospects and objective and related operations cost; unit-cost trends such as those associated with labor efficiency; make-or-buy decisions; estimated resources to attain business goals; and information on management decisions that could have a significant bearing on costs.

a) "Cost Realism" shall mean that the costs in Proposer's Proposal: (1) are realistic for the Work to be performed; (2) reflect a clear understanding of the requirements; and (3) are consistent with the various elements of the Proposer's Proposal.

c) Information other than Cost and Pricing Data shall mean any type of information that is non-numeric that is necessary to determine price reasonableness or Cost Realism.

d) Price, as used in this Solicitation, shall mean cost plus any fee or profit applicable.

PRICE PROPOSAL SHEET (CONT.) (Tab 10)

OPTION# 1: FLAT ANNUAL FEE MINIMUM AND DEPOSIT

If you do not offer the requested pricing, please indicate "N/A" or if pricing is included or at no additional charge indicate "Included" or "No Additional Charge" where applicable.

Service	Per Claimant Fee	Life of Partnership
Workers Compensation		
Medical Only		
Indemnity		
Total Workers' Compensation		
Liability		
General Bodily Injury		
General Property Damage		
Auto Bodily Injury		
Auto Property Damage		
Auto Physical Damage		
Professional Liability		
Sexual Misconduct		
Property		
Total Liability		
Ancillary Services		
Administration		
Data Management		
Account Management (Designated)		
Banking/SIMMS Fee		
Claim Reporting - Web or e-Fax		
Medicare Reporting Cost		
Electronic Incidents-Notice of Injury		
Voucher		
Loss Funding		
Loss Notice Program Rpt. Level $ 50,000		
Detailed Status Rpt. Level $ 50,000		
Meetings		
Total Ancillary Services		
Data Conversion Fee		
Electronic transfer of all claim and detailed data.		
Physical file reconciliation to master loss run report.		
Service	**Per Claimant Fee**	**Life of Partnership**

Service	Per Claimant Fee	Life of Partnership
Claim review from Notice of Injury to most current Information		
Overall reconciliation to transferred date		
Receipt and storage of all open claims files		
Data Mapping		
Data conversion		
Data reconciliation		
Physical file audit		
Physical file reconciliation		
Total Data Conversion Fee		
Other Fee in addition to Option 1 or 2		
System Access for two users		
Risk Control Consulting Services-**State # of Hours**		
Loss Control -**State # of Hours**		
Custom/Ad hoc reports		
Subrogation and /or liens fee percentage		
Bill Review fee to include State fee schedule reduction		
Electronic Data Interchange filed with State of Florida		
Percentage of Utilization Review and Reasonable & Customary Savings		
Settlement Authority $ 5,000		
Client education		
Self-Insurance Qualifications		
Managed Care (Paid off File)		
Acknowledges		
Information Technology Services		
Standard Loss run reports		
Custom/Ad hoc reports		
Standard loss run reports include but are not limited to the following:		
Claims alpha listing report		
Disbursement report		

Register by location report		
Detail loss run by claimant name report		
Detail loss run – total pages only report		
Service	**Per Claimant Fee**	**Life of Partnership**
Loss listing report		
Payment check register report		
Potential recovery report		
Summary sheet – all claims open or closed by fiscal year report		
Total:		
Grand Total:		

THIS IS AN OPTION# 1: FLAT ANNUAL FEE MINIMUM AND DEPOSIT

Taxpayer Identification Number (TIN)

_____

PROPOSER:_____
(Company Name)

_____
(Signature)

_____

_____
(Printed Name and Title)

FAILURE TO SIGN THIS FORM MAY DEEM YOUR RESPONSE NON-RESPONSIVE

OPTION# 2: LIFE OF CONTRACT – PER CLAIM FLAT FEE

If you do not offer the requested pricing, please indicate "N/A" or if pricing is included or at no additional charge indicate "Included" or "No Additional Charge" where applicable.

Service	Per Claimant Fee	Life of Partnership
Workers Compensation		
Medical Only		
Indemnity		
Total Workers' Compensation		
Liability		
General Bodily Injury		
General Property Damage		
Auto Bodily Injury		
Auto Property Damage		
Auto Physical Damage		
Professional Liability		
Sexual Misconduct		
Property		
Total Liability		
Ancillary Services		
Administration		
Data Management		
Account Management (Designated)		
Banking/SIMMS Fee		
Claim Reporting - Web or e-Fax		
Medicare Reporting Cost		
Electronic Incidents-Notice of Injury		
Voucher		
Loss Funding		
Loss Notice Program Rpt. Level $ 50,000		
Detailed Status Rpts Rpt. Level $ 50,000		
Meetings		
Total Ancillary Services		
Data Conversion Fee		
Electronic transfer of all claim and detailed data.		
Physical file reconciliation to master loss run report.		
Claim review from Notice of Injury to most current Information.		
Service	**Per**	**Life of Partnership**

	Claimant Fee	
Overall reconciliation to transferred date		
Receipt and storage of all open claims files		
Data Mapping		
Data conversion		
Data reconciliation		
Physical file audit		
Physical file reconciliation		
Total Data Conversion Fee		
Other Fee in addition to Option 1 or 2		
System Access for two users		
Risk Control Consulting Services-**State # of Hrs**		
Loss Control -**State # of Hrs**		
Custom/Ad hoc reports		
Subrogation and /or liens fee percentage		
Bill Review fee to include State fee schedule reduction		
Electronic Data Interchange filed with State of Florida		
Percentage of Utilization Review and Reasonable & Customary Savings		
Settlement Authority $ 5,000		
Client education		
Self-Insurance Qualifications		
Managed Care (Paid off File)		
Acknowledges		
Information Technology Services		
Standard Loss run reports		
Custom/Ad hoc reports		
Standard loss run reports include but are not limited to the following:		
Claims alpha listing report		
Disbursement report		
Register by location report		
Detail loss run by claimant name report		
Detail loss run – total pages only report		
Loss listing report		
Payment check register report		
Potential recovery report		
Service	**Per Claimant Fee**	**Life of Partnership**

Summary sheet – all claims open or closed by fiscal year report		
Total:		
Grand Total:		

THIS IS AN OPTION#2: LIFE OF CONTRACT – PER CLAIM FLAT FEE

Taxpayer Identification Number (TIN)

_____

PROPOSER:_____
(Company Name)

_____
(Signature)

_____

_____
(Printed Name and Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM SHALL DEEM YOUR PROPOSAL NON-RESPONSIVE

DRUG-FREE WORKPLACE AFFIDAVIT (Tab 10a)
FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and Service are received by the state or by any political subdivision for the procurement of commodities or contractual Services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(1) Give each employee engaged in providing the commodities or contractual Services that are under Bid a copy of the statement specified in subsection (1).

(2) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual Services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(3) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Vendor's Signature

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM

MAY DEEM YOUR PROPOSAL NON-RESPONSIVE

ANTI-KICKBACK AFFIDAVIT (Tab 10b)

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Miramar, its elected officials, and _____ or its design Contractors, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before me this

_____ day of_____, 20___

_____
Notary Public
State of Florida at Large

My commission expires:

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL NON-RESPONSIVE

NON-COLLUSIVE AFFIDAVIT (Tab 10c)

State of)
) SS:
County of)

I, the undersigned, being first duly sworn, depose and say that:

a) He/she is the (Owner, Partner, Officer, Representative or Agent) of _____the Proposer that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Proposer 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 Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

e) 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 Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness:

By:_____

_____ _____
(PRINT NAME) (TITLE)

FAILURE COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL NON-RESPONSIVE

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10c)

ACKNOWLEDGMENT

State of)

) SS:

County of)

BEFORE ME, the undersigned authority personally appeared to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this _____ day of _____, 20___.

_____
Notary Public
State of Florida at Large

My commission expires:

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL NON-RESPONSIVE

NON-DISCRIMINATION AFFIDAVIT (Tab 10d)

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of Services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for Service delivery.

By: _____

Title: _____

Sworn and subscribed before me this

_____ day of _____, 20_____

_____
Notary Public
State of Florida at Large

My commission expires:

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL NON-RESPONSIVE

ADDENDA ACKNOWLEDGEMENT FORM (Tab 11)

Addendum #	Date Received

PROPOSER: _____
(Company Name)

_____
(Signature)

_____
(Printed Name and Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL NON-RESPONSIVE

ATTACHMENT 2

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

RFP # 15-09-47 Third Party Administration Services

TOTAL TABULATION SHEET

Rater Nunber _____

Date: 12/23/2015 Time 2:00PM

City of Miramar Third Party Administration Ser Evaluation		Points Assigned	Points Assigned	Points Assigned	Points Assigned	Total Points
Criteria	Possible Points	R/1	R/2	R/3	R/4	Rater
1. To facilitate the analysis of responses to this RFP, Proposers are required to prepare their Proposals in accordance with the instructions outlined in the RPF. **Proposers** must respond in full to all RFP sections and follow the indicated RFP format (section numbering, etc.) in their Proposal. Failure to follow these instructions may result in rejection.	10	10	10	10	10	
2. Proposer's ability to perform Scope of Work and meet deliverables	35	32	35	35	35	
3. Proposer's company/staff experience and qualifications	25	23	25	25	25	
4. Proposer's price on response form	20	20	20	20	20	
5. Proposer's current and past references	5	5	5	4	5	
6. Experience with Florida Government Agencies	10	9	10	10	10	
7. City Local Preference	5	5	5	5	5	
8. County Business Enterprise or Small Business Enterprise	5	0	0	0	0	
TOTAL POINTS	115	104	110	109	110	433

OPTION# 2: LIFE OF CONTRACT – PER CLAIM FLAT FEE

If you do not offer the requested pricing, please indicate "N/A" or if pricing is included or at no additional charge indicate "Included" or "No Additional Charge" where applicable.

Service	Per Claimant Fee	Life of Partnership
Workers Compensation		
Medical Only	$160	
Indemnity	$1195	
Total Workers' Compensation		
Liability		
General Bodily Injury	$895	
General Property Damage	$425	
Auto Bodily Injury	$895	
Auto Property Damage	$425	
Auto Physical Damage	$295	
Professional Liability	$1,131	
Sexual Misconduct	$1,131	
Property	$795	
Total Liability		
Ancillary Services		
Administration	$2,841	
Data Management	Included	
Account Management (Designated)	Included	
Banking/SIMMS Fee	$1,338	
Claim Reporting - Web or e-Fax	Included	
Medicare Reporting Cost	Included	
Electronic Incidents Notice of Injury	$26	
Voucher	N/A	
Loss Funding	N/A	
Loss Notice Program Rpt. Level $ 50,000	Included	
Detailed Status Rpts Rpt. Level $ 50,000	Included	
Meetings	Included	
Total Ancillary Services		
Data Conversion Fee		
Electronic transfer of all claim and detailed data.	N/A	
Physical file reconciliation to master loss run report.	N/A	
Claim review from Notice of Injury to most current Information.	N/A	

Service	**Per Claimant Fee**	**Life of Partnership**
Overall reconciliation to transferred date	N/A	
Receipt and storage of all open claims files	N/A	
Data Mapping	N/A	
Data conversion	N/A	
Data reconciliation	N/A	
Physical file audit	N/A	
Physical file reconciliation	N/A	
Total Data Conversion Fee	N/A	
Other Fee in addition to Option 1 or 2		
System Access for two users	Included	
Risk Control Consulting Services-**State # of Hrs**	$7,823	
Loss Control -**State # of Hrs**		
Custom/Ad hoc reports	No charge	
Subrogation and /or liens fee percentage	15%	
Bill Review fee to include State fee schedule reduction	$9.50 per bill	
Electronic Data Interchange filed with State of Florida	Included	
Percentage of Utilization Review and Reasonable & Customary Savings	$9.50 per bill	
Settlement Authority $ 5,000	Included	
Client education	Included	
Self-Insurance Qualifications	Included	
Managed Care (Paid off File)	See cost and terms	
Acknowledges	Included	
Information Technology Services		
Standard Loss run reports	Included	
Custom/Ad hoc reports	Included	
Standard loss run reports include but are not limited to the following:	Included	
Claims alpha listing report	Included	
Disbursement report	Included	
Register by location report	Included	
Detail loss run by claimant name report	Included	
Detail loss run – total pages only report	Included	
Loss listing report	Included	
Payment check register report	Included	
Potential recovery report	Included	

Service	Per Claimant Fee	**Life of Partnership**
Summary sheet – all claims open or closed by fiscal year report	Included	
Total:		
Grand Total:	$117,592	

THIS IS AN OPTION#2: LIFE OF CONTRACT – PER CLAIM FLAT FEE

Taxpayer Identification Number (TIN): 36-3365500

PROPOSER: Gallagher Bassett Services, Inc.
(Company Name)

(Signature)

Francesca Tsiouklas, Vice President
(Printed Name and Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM SHALL DEEM YOUR PROPOSAL NON-RESPONSIVE

5.
RESOLUTIONS
March 23, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: March 23, 2016

Second Reading Date:

Presenter's Name and Title: Sheron Harding, Risk Manager on behalf of Sam Hines, Human Resources Director

Temp Reso Number: 5996

Item Description: Temp. Reso. No. 5996, AUTHORIZING THE RENEWAL OF VARIOUS INSURANCE COVERAGES FOR THE CITY'S PROTECTED SELF-INSURANCE PROGRAM AS PART OF THE CITY'S COMPREHENSIVE RISK MANAGEMENT PROGRAM, EFFECTIVE APRIL 1, 2016 THROUGH MARCH 31, 2017 (THE "INSURANCE RENEWALS"); APPROVING A PROJECTED PREMIUM COST NOT-TO-EXCEED $2,206,171, INCLUDING TAXES AND FEES; DECLARING BY FOUR-FIFTHS AFFIRMATIVE VOTE THAT APPLYING THE CITY'S COMPETITIVE PROCUREMENT PROCEDURES TO THE INSURANCE RENEWALS IS NOT IN THE CITY'S BEST INTEREST, THEREBY EXEMPTING THE INSURANCE RENEWALS FROM THE CITY'S COMPETITIVE PROCUREMENT REQUIREMENTS; AUTHORIZING THE HUMAN RESOURCES DIRECTOR TO NEGOTIATE LOWER PREMIUM AMOUNTS DUE UNDER THE INSURANCE RENEWALS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE INSURANCE RENEWAL AGREEMENTS. (Director of Human Resources Sam Hines)

Consent ☐ Resolution ☒ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Summary Explanation and Background: This Resolution authorizes the renwal of coverage for the City's Protected Self-Insurance Program, which is a key part of the City's Comprehensive Risk Management Program. This renewal is recommended for the 12 month period from April 1, 2016 through March 31, 2017.

Instructions for the Office of the City Clerk: None

Public Notice – As Required by Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: For the six month period covering April 2016 through September 2016, the projected premium of $1,103,085 will be budgeted in FY16 GL Account No. 502-90-000-590-000-604501, "Surety Bonds Premium". For the remaining six months of the contract

term (October 2016 – March 2017), funding of $1,103,085 will be budgeted in the FY17 approved budget utilizing the aforementioned GL account number.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 5996**
  - **Exhibit A: Year over Year Price Comparision**
  - **Exhibit B: Insured Values and Premium Comparisons**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Sam Hines, Human Resources Director

DATE: February 11, 2016

RE: Temp. Reso. No. 5996, Non-Benefit Insurance Renewals

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5996, authorizing the renewal of various non-benefit insurance coverages required for the City's Comprehensive Risk Management Program for the 12 month period from April 1, 2016 to March 31, 2017 (the "Insurance Renewals").

ISSUE: The City's non-benefit insurance coverages under the Comprehensive Risk Management Program are due for renewal on April 1, 2016. The recommendations that follow provide for the continuation and update of the City of Miramar's Protected Self-Insurance Program as part of the City's Comprehensive Risk Management Program. The proposed coverages are necessary to protect the City's physical assets and address other potential liabilities. City Commission approval is required to authorize the Insurance Renewals.

BACKGROUND: City staff conducted an extensive review of the City's insurance position regarding categories of coverage such as public officials' liability; employee dishonesty; workers' compensation; damage to City property, and third party liability. After the review, staff consulted with the City's broker, Arthur J. Gallagher, to select the best cost effective coverage for the City.

The City's exposures, which include population, payroll, number of employees, number of vehicles, as well as total insured property values, have all grown substantially and play a key factor in insurance underwriting.

Effective April 1, 2016, City premium overall costs are projected to decrease to an amount not-to-exceed $2,206,171, a decrease of $22,285 from the prior year's coverage costs, or approximately 1% for the 12 month renewal term. Additionally,

the pricing reflects a $2 million increase in our Third Party Liability insurance coverage. This is good considering the state of the insurance industry.

Exhibit "A", Year over Year Price Comparison, attached to the Resolution, compares previous and proposed insurance premiums. Exhibit "B", Insured Values and Premium Comparisons, provides a yearly comparison of insured values against premiums paid over the preceding ten years.

The City's non-benefit insurance coverages are provided through the insurance policies listed below:

1. Professional Liability Coverage for City's Medical Director and Associate Medical Director in the Fire-Rescue Department and EMT/Paramedic Coverage.

2. Police and Fire Accidental Death and Dismemberment Coverage.

3. Boiler & Machinery Coverage.

4. Excess Crime Coverage.

5. Terrorism Coverage.

6. Excess Property loss coverage, which includes five levels of protection. Our property coverage is written on a layered program with nine participating insurers (Liberty; National Fire; Westchester; Lloyd's of London & Ironshore Specialty Insurance Co.) for a total loss limit of $50,000,000 of coverage.

7. Workers' Compensation/Employer's Liability excess coverage is providein two policies, in addition to the City's self funded direct liability. These policies are provided by Safety National Insurance Company and Lloyd's of London.

8. Pollution and Remediation Coverage: $3,000,000 in protection.

9. Public Official Liability protection beyond our self-funded amount is provided through a policy with Ace USA Insurance Co.

10. Premier Public Excess Aggregate package coverage, which provides Third Party Liability and Sexual Misconduct coverage, is written through Lloyd's of London.

Temp. Reso. No. 5996
2/11/16
3/14/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AUTHORIZING THE RENEWAL OF VARIOUS INSURANCE COVERAGES FOR THE CITY'S PROTECTED SELF-INSURANCE PROGRAM AS PART OF THE CITY'S COMPREHENSIVE RISK MANAGEMENT PROGRAM, EFFECTIVE APRIL 1, 2016 THROUGH MARCH 31, 2017 (THE "INSURANCE RENEWALS"); APPROVING A PROJECTED PREMIUM COST NOT-TO-EXCEED $2,206,171, INCLUDING TAXES AND FEES; DECLARING BY FOUR-FIFTHS AFFIRMATIVE VOTE THAT APPLYING THE CITY'S COMPETITIVE PROCUREMENT PROCEDURES TO THE INSURANCE RENEWALS IS NOT IN THE CITY'S BEST INTEREST, THEREBY EXEMPTING THE INSURANCE RENEWALS FROM THE CITY'S COMPETITIVE PROCUREMENT REQUIREMENTS; AUTHORIZING THE HUMAN RESOURCES DIRECTOR TO NEGOTIATE LOWER PREMIUM AMOUNTS DUE UNDER THE INSURANCE RENEWALS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE INSURANCE RENEWAL AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has retained insurance broker and consultant Arthur J. Gallagher Risk Management Services, Inc. (the “Consultant”) to negotiate with multiple insurance carriers and to recommend insurance coverage to the City for the City’s Liability Protection Program; and

WHEREAS, the selection of such insurance coverage is best accomplished through negotiations conducted by the Consultant rather than by traditional formal competitive procurement procedures due to constant risk insurance premium fluctuations, the global location of industry participants and the efficiency of broker negotiations with the multiple insurance carriers for various insurance coverages; and

WHEREAS, Section 2-413(8) of the City Code provides that purchases of, and contracts for, commodities or services are exempt from the City's competitive procurement requirements when the City Commission declares by a four-fifths affirmative vote that the City's competitive procurement procedures are not in the best interest of the City for the purchase; and

WHEREAS, the City Commission has reviewed the recommendations of the Consultant and City staff to renew various levels of insurance coverage in accordance with Exhibits "A" and "B", effective April 1, 2016 through March 31, 2017 (the "Insurance Renewals"); and

WHEREAS, the Insurance Renewals are essential for the City to effectively mitigate its potential liabilities; and

WHEREAS, effective April 1, 2016 through March 31, 2017, City premium costs are projected to decrease by $22,285 to an amount not-to-exceed $2,206,171, or approximately 1% for the 12 month renewal term; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to authorize the Insurance Renewals in an amount not-to-exceed $2,206,171, to declare by a four-fifths affirmative vote that applying the City's competitive procurement procedures to the Insurance Renewals is not in the City's best interest, thereby exempting the insurance renewals from the City's competitive procurement procedures, to authorize the Human Resources Director to

negotiate lower premium amounts, if possible, and to authorize the City Manager to execute the agreements for the Insurance Renewals.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

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

Section 2: That the City Commission finds that the selection of insurance coverage for the City's Liability Protection Program is best accomplished through negotiations conducted by the City's Consultant rather than by traditional formal competitive procurement procedures and declares, by a minimum four-fifths affirmative vote, that utilizing the City's competitive procurement procedures for the Insurance Renewals is not in the best interest of the City, thereby exempting the Insurance Renewals from the City's competitive procurement procedures.

Section 3: That the Insurance Renewals reflected in Exhibit "A" are approved in an amount not-to-exceed $2,206,171 for the period of April 1, 2016 to March 31, 2017.

Section 4: That the Human Resources Director is authorized to negotiate lower premium amounts due under the Insurance Renewals.

Section 5: That the City Manager is authorized to execute the necessary agreements on behalf of the City to implement the Insurance Renewals for the City's Liability Protection Program.

Section 6: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Section 7: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

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

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

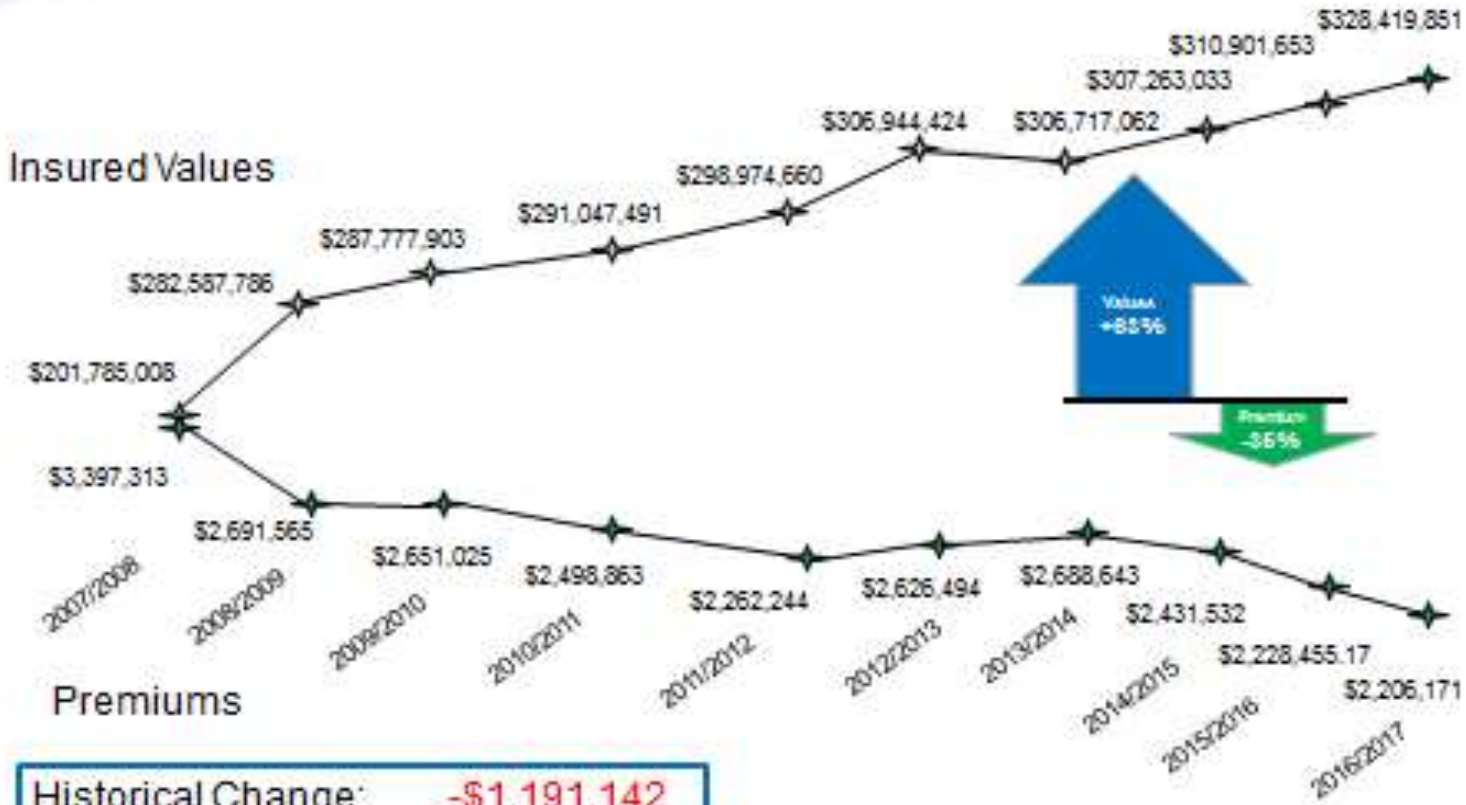
EXHIBIT "A"

CITY OF MIRAMAR - RENEWAL PROGRAM
April 1, 2016 to March 31, 2017

Coverage	Carrier / Policy #	2015-2016 Renewal Premium	2016-2017 Renewal Premium	Difference
Premier Public Entity Package.	Lloyd's PK1007114	$ 650,000.00	$ 625,000.00	$ (25,000.00)
Excess Property ($49M xs $1M = $50M Program Total)	Various Carriers - see chart below	$ 1,143,750.00	$ 1,087,775.00	$ (55,975.00)
Excess Workers Compensation and Employers Liability	Safety National SP4052764	$ 209,959.00	$ 203,426.00	$ (6,533.00)
Public Officials and Employment Practices Liability	ACE American EONM00596231 004	$ 59,724.00	$ 59,722.00	$ (2.00)
Pollution Liability and Remediation Expense* (3-Yr expires 4/1/18)	Great American PEL862985802	$ 16,797.66	$ 16,797.66	$ -
E.M.T. Professional Liability	Lloyd's of London PGIARK00351-05	$ 35,000.00	$ 35,000.00	$ -
Boiler and Machinery	Zurich American BM937661511	$ 7,870.00	$ 7,492.00	$ (378.00)
Accidental Death and Dismemberment	ACE American ADDN04213518	$ 8,115.00	$ 8,040.00	$ (75.00)
Excess Crime	Hartford Fire 00FA0268950 15	$ 7,979.00	$ 8,126.00	$ 147.00
Property Terrorism	Lloyd's of London FP0037615	$ 17,000.00	$ 13,000.00	$ (4,000.00)
Cyber Risk Liability	AIG Specialty 011465340	$ 32,859.00	$ 29,000.00	$ (3,859.00)
Senior Management Fiduciary	U.S. Specialty Ins. U71551709	$ 3,177.00	$ 3,310.00	$ 133.00
Parking Lot General Liability	Scottsdale CPS2169725	$ 6,670.00	$ 6,576.00	$ (94.00)
Fidelity Bond - Celeste Lucia	Hartford Fire 21BSBET4269	$ 400.00	$ -	$ (400.00)
Subtotal Expiring Policies		**$ 2,199,300.66**	**$ 2,103,264.66**	**$ (96,036.00)**
Premier Public Excess Liability New Coverage Options: #1 $2M/$4M; #2 $4M/$4M	Lloyd's tbd	$ -	$ 92,000.00	$ 92,000.00
Cyber Excess Liability	Aspen Specialty Ins. LP82074	$ 11,000.00	$ 10,700.00	$ (300.00)
Subtotal New Policies		**$ 11,000.00**	**$ 102,700.00**	**$ 91,700.00**
Citizens Assessment (1%)		$ 17,937.50	$ -	$ (17,937.50)
FHCF Assessment (1.3%)		$ -	$ -	$ -
Fiduciary - Recourse Fee		$ 100.00	$ 100.00	$ -
General Liability (Parking Lot)/EMT's PLI - Policy Fee		$ 70.00	$ 70.00	$ -
Boiler & Machinery/PO Liab - FL Insurance Guaranty Fund		$ 11.01	$ -	$ (11.01)
EMPA		$ 36.00	$ 36.00	$ -
Total of Florida Surcharges		**$ 18,154.51**	**$ 206.00**	**$ (17,948.51)**
TOTAL PROGRAM COST		**$ 2,228,455.17**	**$ 2,206,170.66**	**$ (22,284.51)**

EXHIBIT "B"

Insured Values and Premium Comparisons
2007/2008 to 2016/2017 (Option 2)



Historical Change: -$1,191,142
Current Year Change: -$ 22,285

6.
RESOLUTIONS
March 23, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: March 23, 2016

Second Reading Date:

Presenter's Name and Title: Sam Hines, Director of Human Resources, on behalf of Human Resources

Temp Reso Number: TR6018

Item Description: Temp. Reso. No. 6018, APPROVING A COMPREHENSIVE PAY PLAN FOR UNREPRESENTED EMPLOYEES FOR THE PERIOD BEGINNING OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016; AND PROVIDING FOR AN EFFECTIVE DATE.(Human Resources Director Sam Hines)

Consent ☐ Resolution ☒ Ordinance ☐ Quasi-Judicial☐ Public Hearing ☐

Summary Explanation and Background: The Comprehensive Pay Plan ("CPP") is a compensation and benefit guide for unrepresented full-time and some part-time employees approved on an annual basis. The CPP was last approved for the period October 1, 2014 through September 30, 2015 ("FY 2015"). City Commission approval is required to adopt the CPP for the period October 1, 2015 through September 30, 2016 Fiscal Year 2016 ("FY2016"). Among other things, the FY2016 CPP proposes a 2.5% cost of living increase, which includes corresponding salary range adjustments for non-represented employees. The FY 2016 CPP applies only to City employees and does not address Elected Officials. The provisions of the CPP in effect for FY 2015 that relate to Elected Officials remain in full force and effect until an ordinance is passed superseding the provisions contained therein that pertain to Elected Officials. The FY 2016 CPP is being adopted by Resolution, instead of by Ordinance, because it no longer contains provisions related to the salary and benefits of Elected Officials.

Instructions for the Office of the City Clerk: NONE

Public Notice – As Required by Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by posting the property on and/or by sending mailed notice to property owners within feet of the property on . (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Fiscal Impact: $704,300

Content:
- **Agenda Item Memo from the City Manager to City Commission**

- **Resolution TR 6018**
  - **Exhibit A: Comprehensive Pay Plan for FY2016**
  - **Schedule I - FY2016 Salary Schedule FT**
  - **Schedule 2 - FY2016 Salary Schedule PT**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager *KWR for KWR*

BY: Sam Hines, Director of Human Resources

DATE: March 16, 2016

RE: Temp. Reso. No. 6018, approving a Comprehensive Pay Plan for Fiscal Year 2016

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 6018, approving a Comprehensive Pay Plan ("CPP") for Fiscal Year 2016 ("FY2016").

ISSUE: City Commission approval is required to adopt the CPP for FY2016.

BACKGROUND: The City Commission has annually reviewed and approved a CPP in order to establish salary and incentive parameters for the City's unrepresented employees. Benefits and salary changes for 84% of the City's employees are approved in collective bargaining agreements with the City's three unions. For the remaining roughly 160 employees (i.e., unrepresented professional, managerial and supervisory staff comprising approximately 16% of the workforce), the CPP determines any changes in compensation.

The CPP for Fiscal Year 2015 ("FY 2015") was approved by the City Commission to be in effect from October 1, 2014 through September 30, 2015. The proposed CPP for FY2016, with accompanying salary schedules for City employees, is attached as Exhibit "A." The FY 2016 CPP applies only to City employees and does not address Elected Officials. The provisions of the CPP in effect for FY 2015 that relate to Elected Officials remain in full force and effect until an Ordinance is passed superseding the provisions that are contained therein pertaining to Elected Officials. The FY 2016 CPP is being adopted by Resolution,

instead of by Ordinance, because it no longer contains provisions related to the salary and benefits of Elected Officials.

The following are the changes in the proposed FY2016 CPP, resulting in a total annual cost of **$704,300**.

SECTION 5. ANNUAL SALARY RANGES AND SALARY ADJUSTMENT

- All salary ranges for unrepresented positions are adjusted upward by 2.5%. All non-probationary employees covered by the Comprehensive Pay Plan (i.e., Regular Employees, Part-time Employees and Limited-benefit Employees) employed on the date that the Comprehensive Pay Plan is approved by the City Commission shall receive a 2.5% COLA retroactive to October 1, 2015.

SECTION 8. PERFORMANCE MANAGEMENT

- Employees whose performance is considered to be below-average or unsatisfactory may be required to enter into either an Action Plan or Performance Improvement Plan that is developed by the senior management of their department in order to improve their performance.

SECTION 9. PROMOTIONS AND ADJUSTMENTS

- Promotional increases greater than 7.5% will be based on factors to include high competency, prior performance, tenure, market demands, education/certifications, etc.

SECTION 18. INCENTIVES FOR EMPLOYEES EXEMPT FROM FLSA OVERTIME

- Any additional Position Basis Leave ("PBL") time must be authorized in writing and signed by the City Manager.

SECTION 22. LIMITED BENEFITS EMPLOYEES

- If a Limited Benefit Employee regularly works greater than thirty (30) hours per week, that employee will be provided health insurance benefits in accordance with the Affordable Care Act.

SECTION 24. MISCELLANEOUS PROVISIONS

- Regular Employees who are participants in the City's Police or Fire Pension Plans or are members of a Defined Benefit Plan that allows the deposit of accrued time by members, are excluded from the option of cashing out accrued sick, vacation and compensatory leave.

Temp. Reso. No. 6018
3/3/16
3/19/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING A COMPREHENSIVE PAY PLAN FOR UNREPRESENTED EMPLOYEES FOR THE PERIOD BEGINNING OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission recognizes the need to adopt a Comprehensive Pay Plan ("CPP") for unrepresented employees for Fiscal Year 2016 ("FY2016") (i.e., October 1, 2015 through September 30, 2016), in the form attached hereto as Exhibit "A" in order to maintain competitive employment conditions; and

WHEREAS, the City Manager recommends approval of the CPP by adoption of this resolution; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the CPP, attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

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

Section 2: That the City Commission approves the Comprehensive Pay Plan for unrepresented employees, attached as Exhibit "A," together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: The provisions of the CPP in effect for FY 2015 that relate to Elected Officials remain in full force and effect until an Ordinance is passed superseding the provisions that are contained therein pertaining to Elected Officials.

Section 4: That the provisions of this Resolution are declared to be severable, and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this resolution,

Section 5: That all Resolutions or parts thereof, in conflict with this resolution are repealed to the extent of such conflict.

Temp. Reso. No. 6018
3/3/16
3/19/16

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

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

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

Exhibit "A"

CITY OF MIRAMAR
COMPREHENSIVE PAY PLAN
2016

SECTION 1. ESTABLISHMENT

There is hereby established a Comprehensive Pay Plan (hereinafter referred to as Pay Plan) for the City of Miramar (the "City") for Fiscal Year 2016 (i.e., October 1, 2015 through September 30, 2016), pertaining to all classes of job positions included in the attached Schedules I and II and those job positions not specified elsewhere in existing negotiated collective bargaining agreements. All references to Regular Employees in this document refer to unrepresented Full Time employees/positions as outlined herein except for Part-time Employees identified in Section 11 and Schedule II. All references to "All Employees" refer to Regular Employees and Part-time Employees.

SECTION 2. COMPOSITION of SALARY RANGES GENERALLY

A. The Pay Plan shall establish a salary range for each position of employment for Regular Employees and hourly rates for all Part time Employees in the City of Miramar.

SECTION 3. MINIMUM ENTRANCE SALARY

A. Regular and Part-time Employees shall be paid a minimum Living Wage in accordance with Ordinance 1620 approved by the City of Miramar Commission in FY15. For pay purposes, the Living Wage for FY16 shall be set at $12.50 per hour. The City Manager may amend the salary schedules within the fiscal year because of changes in any relevant final orders from the Public Employment Relations Commission regarding bargaining unit clarifications, or for reasons of salary equity, compression and appropriate position classification.

B. The minimum rate of pay for each Regular and Part-time job position shall be paid to an employee upon original appointment to the City unless there has been a demonstrated inability to recruit at the minimum rate of pay, or the applicant possesses exceptional qualifications, warranting employment at a higher rate of pay. In such cases, the City Manager may authorize the Director of Human Resources to approve a higher salary rate so long as sufficient funds are available in the budget.

SECTION 4. ALL EMPLOYEES COMPENSATION PHILOSOPHY

Salaries and benefits for All Employees in the City will be maintained in a reasonable, innovative and competitive manner in relation to the City's recruitment and retention needs. Notwithstanding the above, salary and benefit increases or reductions for All Employees will be in accordance with the expenditure assumptions included in the City's overall financial business plan.

SECTION 5. ANNUAL SALARY AND SALARY RANGE ADJUSTMENT

Salary ranges in Schedules I & II are increased by 2.5%. All Employees, excluding Commission Staff (i.e., Regular Employees, Part-time Employees and Limited-benefit Employees), employed on the date that this Pay Plan is approved by the City Commission, shall receive a 2.5% COLA retroactive to October 1, 2015. Notwithstanding the foregoing, there shall continue to be no merit increases and/or advancement in step-pay plans, as defined by the respective collective bargaining agreements (the "contract(s)") for employees who are paid in accordance with a step-pay plan.

SECTION 6. SALARY RANGE FOR DEPARTMENT DIRECTORS

Salary range maximums for Department Directors shall be at least 10% higher than the salary range maximum of their next lower ranked subordinates.

SECTION 7. PROVISIONS FOR SENIOR MANAGERS

Effective July 1, 2010 and for All Employees, the City may, in the sole discretion of the City Manager, cease its contribution of any percentage of the annual salary of its employees to an authorized Deferred Compensation Plan (i.e., 457 or 401a Plans) and/or other approved tax deferred program into which contributions are made on a pre-tax basis, and earnings accrue on a tax deferred basis. If the City Manager exercises such discretion, these Deferred Compensation Plans and/or other approved tax deferred programs only shall be funded by employee contributions.

SECTION 8. PERFORMANCE MANAGEMENT

A. Regular Employees who are not members of any collective bargaining unit will be evaluated during the first quarter of each Fiscal Year. This process will not affect the employment and/or promotion anniversary dates of such employees. Failure by the City to conduct an annual job evaluation will not alter the terms or conditions of this Pay Plan.

B. Regular Employees covered by the Civil Service system who have not completed their initial probationary period will receive their evaluation on their one year anniversary date.

C. All Employees whose performance is considered by the City Manager to be "Below Average" or "Unsatisfactory" may be required to enter into an Action Plan or Performance Improvement Plan developed by the senior management of their department to improve their performance. At the end of not more than six months (180 days), they may receive a Special Evaluation. This in no way, however, changes the "at will" employment status of non-civil service employees.

SECTION 9. PROMOTIONS & ADJUSTMENTS

A. A promoted employee shall receive a 7.5% increase over their present salary, or the minimum pay rate for the new classification, whichever is higher. This increase shall establish the employee's new annual salary. Salary compression issues will be assessed on a case-by-case basis. Promotional increases greater than 7.5% and above the minimum of the new salary range, can be granted when the promoted employee demonstrates a high competency for the new position or other factors such as prior performance, tenure, market demands, education/certifications, etc. Any increase above the 7.5%, require the approval of the City Manager or his/her designee.

B. A promoted employee covered by the City's Civil Service system shall serve a six month probationary period in the new job classification. At the end of the probationary period, the employee shall receive a performance evaluation. If the probationary period has been completed successfully, a new anniversary date will be established based on the date of promotion. If the employee does not successfully complete the probationary period, as determined by the City, he/she may, upon the City Manager or his/her Designee's approval, be granted a probationary extension, not to exceed 60 days. If the City Manager or his/her Designee denies an extension, the employee shall be demoted to his/her previous classification and their salary shall be reduced by 10% or to the top of the new salary grade. The probationary evaluation will not contain a salary increase. If an employee is promoted within their first year of service with the City, their probationary period is extended to the end of the six month promotional probation, or at least to the end of the employee's one year anniversary, whichever is longer.

C. An employee who is temporarily promoted to a higher classification due to resignation, termination or promotion of the employee occupying that higher classification, shall receive a retroactive (to the effective date of the promotion) 7.5% salary increase, or the minimum pay rate for the new classification, whichever is higher, for the entire period of time that the employee works in that higher classification, provided that the promoted individual is in the position for 30 days or more. This type of promotion will ordinarily occur during the process for filling the vacated position.

D. Notwithstanding the above, the City Manager or his/her Designee shall have the sole discretion to authorize a salary adjustment to address issues of retention, recruitment, salary compression, reorganization or for other job-related reasons as prescribed by City policy, which is based on industry bench market standards.

E. The City Manager is authorized to make and approve changes in salary grades and/or benefits for All Employees throughout the City to prevent salary grade compaction or to insure that relative salary range equity and benefits are maintained.

SECTION 10. BLOCK BUDGETING

Notwithstanding other rules and regulations, and in furtherance of employee development and positive recruitment and retention of employees with outstanding performance and behavior records, the City Manager may authorize the implementation of the concept of "block budgeting", as defined by Departmental administrative policies. Block Budgeting may be authorized for the advancement of trainee level professionals to entry level, entry level to journey level, and journey level to lead classification levels as established by market industry standards.

SECTION 11. PART-TIME EMPLOYMENT

A. Part-time Employees shall be paid hourly wages in bi-weekly increments. Part-time Employees are not eligible for cash payments, but may receive an annual salary adjustment, if specified in the Annual Comprehensive Pay Plan.

B. Performance appraisals shall be conducted on an annual basis for all non-seasonal part time employees on their anniversary date. Failure by the City to conduct an annual job evaluation will not alter the terms or conditions of this Pay Plan.

C. Non-seasonal Part-time Employees, who average 30 hours or more of work per pay period for a period of one year, shall accrue the following City paid leave benefit after one year of employment: 1 hour of sick leave per pay period and 1.5 hours of vacation leave per pay period. Sick leave for those job classifications covered by the GAME Collective Bargaining Agreement will accrue as specified in the contract. The City shall also provide a $5,000 life insurance and accidental death and dismemberment benefit. Non-seasonal Part-time Employees will be limited on the amount of vacation leave remaining at the end of the calendar year, which can be carried over to the following year. At the end of the calendar leave year (December 31),, vacation leave in excess of 80 hours, shall be credited to the employee's sick leave account. Credits will be accumulated from January 1 to December 31.

D. For Part-time Employees who work an average of 30 hours or more per week for a period of one year, the City shall provide single coverage HMO health and DHMO dental insurance. The employee will pay $15 per pay period for the single coverage under the health insurance plan.

E. The following paid holidays will also be provided at a rate of six hours for non-seasonal Part-time Employees:

Labor Day	New Year's Day
Veteran's Day	Martin Luther King Day
Thanksgiving Day	President's Day
Friday following Thanksgiving	Memorial Day
Christmas Day	Independence Day

F. All overtime hours will be paid according to the Fair Labor Standards Act (FLSA), that is, overtime hours are hours worked in excess of 40 hours for the workweek.

SECTION 12. EMPLOYMENT BY DIFFERENT DEPARTMENTS

The prescribed rates of pay include payment for all work performed in the work category, even though the work may be performed in more than one department. The City Manager may assign personnel to work in one or more Departments to meet the needs of the City. For extended periods of such assignment, each department may be charged the appropriate share of such services; however, the total compensation received by such employees shall not exceed the prescribed rate of pay for the position. No employee shall be allowed to work in two positions concurrently with the City.

SECTION 13. TEMPORARY APPOINTMENT

A. The City Manager may appoint personnel temporarily, or in an acting capacity, for an appointed period not to exceed 180 days per appointment, or as specified in the City Code, provided that background checks have been conducted and excess budgeted funds exist because of past vacancies in authorized employment positions, or within the departmental activity budget that contains the designated position.

B. Said appointment shall be renewable for one additional appointment period only, provided, however, that all budgeted employment position funds, minus any monies required to be expended for the support of temporary appointments authorized above, shall be adequate to meet all employment and payroll related expenses for the balance of the renewed contract or funds are available within the departmental activity budget that contains the designated position.

SECTION 14. POST– EMPLOYMENT HEALTH INSURANCE BENEFITS

A. The City will continue to permit post-employment access to health and dental insurance benefits, including the dependent coverage choices, if any, made during the open enrollment immediately prior to separation from the City for All Employees who honorably separate from City service, as long as the full costs for such insurance premiums, as they may change from time to time, are paid at the former employee's expense, subject to reasonable administrative rules.

B. The City will continue to provide a retiree health insurance stipend for Regular Employees retired after October 1, 2006 under the following conditions:

1. The amount of the stipend will be a monthly payment equal to $10 per year of service to a maximum of $250 per month.

2. The health insurance stipend will cease upon the 65th birthday of the retiree.

C. The benefits provided under this Section shall be considered as vested benefit entitlements for persons employed as of the effective date of the Ordinance adopting the FY 2011 Comprehensive Pay Plan.

SECTION 15. CITY PAID LIFE INSURANCE

Term life insurance benefit will be provided to Regular Employees in the amount of one and one half times the employee's base salary, at the City's expense.

SECTION 16. LONGEVITY INCENTIVE

All Regular Employees shall continue to be eligible for the following longevity incentive pay, applicable to their base salary, with the understanding that the amounts are non-cumulative. For example, an employee who has been with the City for 24 years will receive their annual salary of $50,000 and 3%, for a total annual salary of $51,500:

Length of Service	Longevity Incentive
15 to 19 years (completed 15 years)	1% during these years
20 to 23 years (completed 20 years)	2% during these years
23 years or more (completed 23 years)	3% during these years

SECTION 17. EDUCATIONAL ASSISTANCE PROGRAM

1. The City supports employees who wish to continue their education to secure increased responsibility and growth within their professional careers while with the City. In keeping with this philosophy, the City has established an educational assistance program for expenses incurred through accredited institutions of higher learning. An accredited institution of higher learning is one whose programs have been reviewed and approved by one or more of the commonly recognized educational commissions for organizations legally authorized to review and accredit higher learning programs. The major institutions utilized by the large majority of City employees for tuition reimbursement already meet the standard. These includes universities and colleges including BC, FIU and FAU, as well as the larger and well established private organizations such as NSU, Florida Memorial University, Barry University, University of Phoenix, and University of Miami.

2. All regular employees who have completed their initial probationary period are eligible for participation in this program as long as the courses will prepare City employees for job growth while they are employed with the City. The City shall reimburse each eligible employee who participates in the Educational Reimbursement Program as set forth herein, up to $5,000 per calendar year for undergraduate courses, not more than $7,000 per calendar year for graduate courses, and not more than $7,000 for any combination of undergraduate and graduate courses. The reimbursement is provided based on the class dates as defined in the course catalog and not on the submission date of the receipt. Participation in degreed programs and/or non-credit coursework must be approved by the Department Director and Human Resources Director or designee prior to taking the actual coursework. Failure to do so will result in denial of reimbursement requests. All reimbursement requests must include proper supporting

documentation, and be submitted to the Human Resources Department within 30 days of the completion of coursework each period. Details and forms are available in the Human Resource Department.

Within the context of the Education Assistance Program, the City shall reimburse eligible employees, up to the maximum amount set forth above, as follows:

A. One hundred percent (100%) of state college tuition or community college tuition rates for courses at educational institutions that are directly related to the employee's position or career growth with the City.

B. Reimbursement shall be made provided the employee receives a grade of "C" or better, pass in pass/fail or 75 or better where such grades are given.

C. Books and lab fees will be reimbursed on a tiered scale after successful completion of the class as follows: 50% - for a grade of 2.0-2.9 (C), 75% for a grade of 3.0-3.9 (B), and 100% for a grade of 4.0 (A).

D. Employees shall request preapproval under this Program by submitting the "Request for Educational Assistance" form to the Department Director. Once the Department Director approves, the form is sent the Director of Human Resources for review, approval and processing. Employees must pay for their own tuition for which the City will reimburse after approval as outlined above upon the successful completion of each course and supply such proof of attending the course. Papers required for verification shall be a payment receipt and a report of grades received. Reimbursement requests must be timely and submitted to the Human Resources Department within 30 days of the completion of coursework each period.

E. If an employee voluntarily terminates his/her employment with the City within one year following the completion of any eligible educational program under Section 1 or license fees or tuition costs for training under Section 3, for which such employee has received a refund, then the amount refunded in the prior 12 months shall be repaid by the employee immediately. The amount of any such reimbursement shall be deducted from the employee's final paycheck, in the event that the employee fails to reimburse the City as provided above, and requires the services of any attorney to collect any of said amounts, such attorney's fees and court fees will be added to the amounts owed by the employee to the City.

SECTION 18. INCENTIVES FOR EMPLOYEES EXEMPT FROM FLSA OVERTIME

A. Regular Employees exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") shall receive 120 hours of Position Basis Leave ("PBL") at the beginning of each fiscal year (October 1). Regular Employees hired into

PBL eligible positions or promoted from a non-PBL eligible position into a PBL eligible position between October 1st and March 31st will have 120 hours credited to their leave balance. Regular Employees hired into PBL eligible positions or promoted from a non-PBL eligible position into a PBL eligible position between April 1st and June 30th, will have 60 hours credited to their leave balance. New employees are not eligible to use vacation time or PBL for their first 90 days of employment. PBL cannot be carried over to a new fiscal year and may be converted to cash as set forth in Section 24(C).

B. Notwithstanding the above, the Assistant City Managers, Chief Administration Officer, Chief Operations Officer, the City Manager's Executive staff, Department Directors, and Assistant Department Directors, will receive a total 160 hours of Position Basis Leave or 80 hours as specified above for hire dates.

C. For FLSA exempt Regular Employees, the City Manager is authorized to approve additional PBL for those who work extraordinary amounts of additional time or who have completed a significant project which may include work during the period of a declared emergency such as a Hurricane event. Additional PBL granted in these circumstances will be governed by the same rules outlined in paragraph 'A' above. Any additional PBL time must be authorized in writing and signed by the City Manager.

SECTION 19. VEHICLE AUTHORITY

A. Consistent with the City's vehicle assignment policy, the City Manager may authorize the assignment of a vehicle or the payment of a vehicle allowance to an employee covered by this plan. Except for Police and Fire personnel, all employees utilizing vehicles pursuant to this section shall be responsible for the payment of all fuel that is for personal, non-job related use.

B. The City Manager may revise or amend the vehicle use policy in his or her discretion without further approval of the City Commission.

SECTION 20. PROVISIONS FOR MANAGEMENT PENSION PLAN MEMBERS

Effective July 1, 2010, the employee's contribution rate into the City of Miramar Management Retirement Plan (the "Plan") shall be fixed at 13.515% of the employee's compensation. Also, effective July 1, 2010, the City shall make an annual contribution to the Plan in an amount equal to the difference in each year between the total of member contributions for the year and the total cost for the year as shown by the most recent actuarial valuation for the plan. The total cost for any year shall be defined as the total of normal cost plus the additional amount sufficient to amortize the unfunded accrued past service liability over a thirty year period commencing with the effective date of the Plan.

SECTION 21. HEALTH INSURANCE BENEFITS

The City shall pay the cost of the employee-only premium for health insurance for its Regular Employees and Part Time Employees who work an average of 30 hours or more per week as explained in Section 11, Paragraph 'D', except for an employee share of premium equal to $15 per bi-weekly pay period. However, the City Manager in his/her sole discretion may change the Regular Employee's share of the premium, the health insurance benefit levels, the types of health insurance plans offered, and/or the insurance carriers.

SECTION 22. LIMITED-BENEFIT EMPLOYEES

A. Limited-benefit Employees are prior employees who have faithfully served the City and the City desires to retain such employees. Limited-benefit Employees provide a cost-savings to the City because they perform certain important services without many of the costs associated with Regular Employees.

B. The City Manager, in his/her sole discretion, may designate certain employees as Limited-benefit Employees. Salaries for Limited-benefit Employees as well as any increases/decreases in such salaries shall be determined by the City Manager in his/her sole discretion.

C. Limited-benefit Employees shall not be considered members of any of the City's Pension Plans while serving as Limited-benefit Employees. However, this shall not preclude Limited-benefit Employees from receiving a retirement benefit from a City Pension Plan for their years of service prior to being a Limited-benefit Employee.

D. Limited-benefit Employees shall not be entitled to life insurance benefits, sick and vacation leave, holiday pay, bereavement leave or any other benefits offered to Regular Employees, except the following:

1. If the Limited-benefit Employee regularly works more than thirty (30) hours per week, he or she will be provided health insurance benefits in accordance with the Affordable Care Act.
2. Personal leave commensurate with a Regular Employee with like years of service with the City. Personal leave not used during the fiscal year may not be carried over to the next fiscal year or cashed out.
3. Assignment of a City Vehicle, or payment of a vehicle allowance if the City Manager determines in his/her sole discretion that the position requires such a vehicle or allowance.
4. Except for pension benefits, other benefits as determined by the City Manager in his/her sole discretion.

E. Limited-benefit Employees shall be at-will employees. This means that the employment relationship may be terminated by either the employee or the City for any reason not expressly prohibited by law. All federal, state and local employment laws shall be applicable to these Limited-benefit Employees.

SECTION 23. CONTRACT EMPLOYEES

The City Manager may outsource current job positions if he/she determines in his/her sole discretion that outsourcing saves the City money, improves service quality and/or increases efficiency, subject to the City's Code.

SECTION 24. MISCELLANEOUS PROVISIONS

A. Upon the sole discretion of the City Manager, Unrepresented sworn Regular Employees of the Fire Rescue and Police Departments may be eligible to receive benefits at least equal in the City Manager's judgment to the generally prevailing salary incentives for respective Fire and Police Collective Bargaining Units, subject to availability of funds. In the sole discretion of the City Manager, other Regular Employees may be eligible to receive GAME contract benefits, if any, which the City Manager may conclude exceeds the level of unrepresented benefits.

B. All Employees will be permitted, at their own expense, to contribute to Roth IRAs and/or section 529 College Savings Plans through payroll deduction for any such program approved by the City Manager.

C. Regular Employees may continue the option to convert to cash accrued paid leave up to 120 hours annually when a balance of no less than 80 hours per accrual bank remains and is subject to Department Director approval unless such employee is a participant in the City's Police or Fire Pension Plans, or a member of a Defined Benefit Plan that allows the deposit of accrued time by members, in which case, such employee is excluded from the option to cash-out such accrued sick, vacation and compensatory leave. Regular Employees may likewise convert accrued vacation time to sick leave or vice versa, but converted hours are not subject to cash out and may be subject to accrual caps as outlined by City policy.

D. Regular Employees shall have the option to convert to cash up to 80 hours of Position Basis Leave.

E. The City Manager shall have the option to implement furlough days for Regular Employees in lieu of salary reductions.

F. Other benefits currently in place for All Employees that are not addressed within this Pay Plan will remain unchanged, except by action of the City Commission amending the Comprehensive Pay Plan.

G. This Comprehensive Pay Plan is the complete plan and supersedes all previously established pay plans for unrepresented employees (other than elected officials, whose salary and benefits shall continue to be governed by the FY 2015 CPP until an Ordinance is passed superseding the provisions that are contained therein pertaining to Elected Officials).

City of Miramar
Human Resources Department
Comprehensive Pay Plan

Salary Schedule I

Job Class Number	Position Title	Exempt Status	Grade	Minimum Salary	Maximum Salary
1008	ACCOUNTING MANAGER	EXEMPT	28	$ 66,629.86	$ 112,590.52
1011	ACCOUNTING SYSTEM ANALYST	EXEMPT	24	$ 59,299.33	$ 96,845.08
1012	ACCOUNTS PAYABLE SUPERVISOR	NON-EXEMPT	16	$ 43,971.61	$ 74,301.08
1345	ACTIVITY COORDINATOR	NON-EXEMPT	14	$ 40,194.67	$ 67,918.94
1402	ADMINISTRATION SUPERINTENDENT	EXEMPT	19	$ 49,636.40	$ 83,873.54
1149	ADMINISTRATIVE MANAGER	EXEMPT	27	$ 64,744.13	$ 109,402.35
1021	ADMINISTRATIVE SUPERVISOR	NON-EXEMPT	15	$ 42,082.52	$ 72,835.80
1490	ADULT DAY CARE SUPERINTENDENT	EXEMPT	19	$ 49,636.40	$ 83,873.54
1025	AQUATIC COORDINATOR	EXEMPT	18	$ 47,748.56	$ 80,682.35
1088	ARTS & EDUCATION ADMINISTRATOR	EXEMPT	19	$ 49,636.40	$ 83,873.54
1027	ASSISTANT CITY MANAGER	EXEMPT	46	$ 100,622.20	$ 186,924.13
1028	ASSISTANT CITY MANAGER CHIEF FINANCIAL OFFICER	EXEMPT	46	$ 100,622.20	$ 186,924.13
1515	ASSISTANT DIR OF INFORMATION TECHNOLOGY	EXEMPT	34	$ 77,960.53	$ 140,874.98
1550	ASSISTANT DIR OF MANAGEMENT & BUDGET	EXEMPT	31	$ 72,296.78	$ 127,289.63
1446	ASSISTANT DIRECTOR OF BUSINESS DEVELOPMENT & MARKETING	EXEMPT	34	$ 77,960.53	$ 140,874.98
1502	ASSISTANT DIRECTOR OF COMMUNITY & ECONOMIC DEVELOPMENT	EXEMPT	31	$ 72,296.78	$ 127,289.63
1445	ASSISTANT DIRECTOR OF CONSTRUCTION & FACILITIES MANAGEMENT	EXEMPT	34	$ 77,960.53	$ 140,874.98
1029	ASSISTANT DIRECTOR OF CULTURAL AFFAIRS	EXEMPT	31	$ 72,296.78	$ 127,289.63
1030	ASSISTANT DIRECTOR OF FINANCIAL SERVICES	EXEMPT	34	$ 77,960.53	$ 140,874.98
1031	ASSISTANT DIRECTOR OF HUMAN RESOURCES	EXEMPT	34	$ 77,960.53	$ 140,874.98
1393	ASSISTANT DIRECTOR OF PARKS RECREATION	EXEMPT	34	$ 77,960.53	$ 140,874.98
1099	ASSISTANT DIRECTOR OF PROCUREMENT	EXEMPT	34	$ 77,960.53	$ 140,874.98
1032	ASSISTANT DIRECTOR OF PUBLIC WORKS	EXEMPT	31	$ 72,296.78	$ 127,289.63
1655	ASSISTANT DIRECTOR OF SOCIAL SERVICES	EXEMPT	34	$ 77,960.53	$ 140,874.98
1084	ASSISTANT DIRECTOR OF UTILITIES	EXEMPT	34	$ 77,960.53	$ 140,874.98
1033	ASSISTANT FACILITIES MANAGER	EXEMPT	22	$ 55,300.41	$ 94,795.08
1448	ASSISTANT FIELD OPERATIONS MANAGER	EXEMPT	22	$ 55,300.41	$ 94,795.08
1449	ASSISTANT FIRE MARSHALL/PLANS EXAMINER	EXEMPT	29	$ 68,519.84	$ 115,782.74
1381	ASSISTANT GRANTS MANAGER	EXEMPT	24	$ 59,299.33	$ 96,845.08
1382	ASSISTANT PAYROLL MANAGER	EXEMPT	21	$ 53,412.17	$ 90,255.68
1450	ASSISTANT PLANNER	NON-EXEMPT	13	$ 38,305.57	$ 64,727.12
1035	ASSISTANT POLICE CHIEF	EXEMPT	36	$ 81,738.23	$ 157,210.40
1036	ASSISTANT RISK MANAGER	EXEMPT	26	$ 62,858.45	$ 106,213.15
1037	ASSISTANT TREASURER	EXEMPT	26	$ 62,858.45	$ 106,213.15
1968	ASSISTANT UTILITY FIELD OPERATIONS MANAGER	EXEMPT	22	$ 55,300.41	$ 94,795.08
1038	ASSISTANT UTILITY MANAGER	EXEMPT	22	$ 55,300.41	$ 94,795.08
1039	ASSISTANT UTILITY PLANT MANAGER	EXEMPT	22	$ 55,300.41	$ 94,795.08
1040	ASSISTANT WATER SYSTEM MANAGER	EXEMPT	22	$ 55,300.41	$ 94,795.08
1042	ATHLETIC PROGRAM COORDINATOR	EXEMPT	18	$ 47,748.56	$ 80,682.35
1045	BENEFITS ANALYST	EXEMPT	24	$ 59,299.33	$ 96,845.08
1237	BOX OFFICE ASSISTANT	NON-EXEMPT	7	$ 28,249.00	$ 45,849.28
1399	BOX OFFICE MANAGER	EXEMPT	22	$ 55,300.41	$ 94,795.08
1401	BOX OFFICE SUPERVISOR	NON-EXEMPT	15	$ 42,082.52	$ 72,835.80
1434	BUDGET ADMINISTRATOR	EXEMPT	24	$ 59,299.33	$ 96,845.08
1503	BUDGET ANALYST I	EXEMPT	19	$ 49,636.40	$ 83,873.54
1383	BUDGET ANALYST II	EXEMPT	21	$ 53,412.17	$ 90,255.68
1057	BUDGET MANAGER	EXEMPT	27	$ 64,744.13	$ 109,402.35
1050	BUILDING OFFICIAL	EXEMPT	30	$ 70,407.69	$ 123,166.05
1052	BUREAU ADMINISTRATOR	EXEMPT	29	$ 68,519.84	$ 115,782.74
1059	CHIEF ACCOUNTANT	EXEMPT	30	$ 70,407.69	$ 123,166.05
1060	CHIEF CODE COMPLIANCE OFFICER	EXEMPT	22	$ 55,300.41	$ 94,795.08
1062	CHIEF MECHANICAL INSPECTOR/ABO	EXEMPT	28	$ 66,629.86	$ 112,590.52
1482	CHIEF OF MARKETING & PUBLIC RELATIONS	EXEMPT	46	$ 100,622.20	$ 186,924.13
1063	CHIEF OPERATION OFFICER	EXEMPT	41	$ 91,180.23	$ 178,022.00
1064	CHIEF PLUMBING INSPECTOR/ABO	EXEMPT	28	$ 66,629.86	$ 112,590.52
1451	CHIEF STRUCTURAL INSPECTOR/ABO	EXEMPT	28	$ 66,629.86	$ 112,590.52
1065	CITY CLERK	EXEMPT	38	$ 85,039.30	$ 143,698.26
1066	CITY ENGINEER	EXEMPT	36	$ 81,738.23	$ 157,210.40
1068	CIVIL ENGINEER III	EXEMPT	20	$ 51,524.23	$ 87,063.85
1570	CIVIL ENGINEER IV	EXEMPT	24	$ 59,299.33	$ 96,845.08

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Job Class Number	Position Title	Exempt Status	Grade	Minimum Salary	Maximum Salary
1069	CLIENT SERVICES COORDINATOR III	EXEMPT	20	$ 51,524.23	$ 87,063.85
1572	CLIENT SERVICES MANAGER	EXEMPT	27	$ 64,744.13	$ 109,402.35
1071	CODE COMPLIANCE MANAGER	EXEMPT	27	$ 64,744.13	$ 109,402.35
1615	COMMUNITY RELATIONS & PROGRAM ADMINSTRATOR	EXEMPT	28	$ 66,629.86	$ 112,590.52
1087	COMMUNITY SERVICES ADMINISTRATION OFFICER	EXEMPT	19	$ 49,636.40	$ 83,873.54
1228	COMPLIANCE OFFICER	EXEMPT	27	$ 64,744.13	$ 109,402.35
1435	CONTRACT ADMINISTRATION MANAGER	EXEMPT	29	$ 68,519.84	$ 115,782.74
1756	CREATIVE ARTS & GRAPHIC DESIGNER	EXEMPT	21	$ 53,412.17	$ 90,255.68
1427	CRIME PROGRAM ANALYST	EXEMPT	20	$ 51,524.23	$ 87,063.85
1089	CULTURAL AFFAIRS PROGRAM COORDINATOR	EXEMPT	18	$ 47,748.56	$ 80,682.35
1380	CULTURAL EVENT AIDE	NON-EXEMPT	7	$ 28,249.00	$ 45,849.28
1094	DEPARTMENT BUDGET COORDINATOR	EXEMPT	18	$ 47,748.56	$ 80,682.35
1447	DEPARTMENT FINANCE COORDINATOR	EXEMPT	18	$ 47,748.56	$ 80,682.35
1095	DEPUTY CITY CLERK	EXEMPT	26	$ 62,858.45	$ 106,213.15
1096	DEPUTY CITY MANAGER	EXEMPT	48	$ 138,067.50	$ 217,556.25
1097	DEPUTY FIRE CHIEF	EXEMPT	36	$ 81,738.23	$ 157,210.40
1098	DEVELOPMENT & CAPITAL MANAGEMENT COORDINATOR	EXEMPT	28	$ 66,629.86	$ 112,590.52
1368	DEVELOPMENT ENGINEER	EXEMPT	28	$ 66,629.86	$ 112,590.52
1103	DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT	EXEMPT	40	$ 89,291.14	$ 151,258.33
1101	DIRECTOR OF COMMUNITY DEVELOPMENT	EXEMPT	40	$ 89,291.14	$ 151,258.33
1100	DIRECTOR OF CONSTRUCTION & FACILITIES MANAGEMENT	EXEMPT	40	$ 89,291.14	$ 151,258.33
1462	DIRECTOR OF CULTURAL AFFAIRS	EXEMPT	38	$ 85,039.30	$ 143,698.26
1105	DIRECTOR OF ENGINEERING SERVICES	EXEMPT	38	$ 85,039.30	$ 143,698.26
1106	DIRECTOR OF FINANCIAL SERVICES	EXEMPT	40	$ 89,291.14	$ 151,258.33
1107	DIRECTOR OF HUMAN RESOURCES	EXEMPT	41	$ 91,180.23	$ 178,022.00
1108	DIRECTOR OF INFORMATION TECHNOLOGY	EXEMPT	40	$ 89,291.14	$ 151,258.33
1281	DIRECTOR OF MANAGEMENT & BUDGET	EXEMPT	38	$ 85,039.30	$ 143,698.26
1102	DIRECTOR OF PARKS AND RECREATION	EXEMPT	40	$ 89,291.14	$ 151,258.33
1104	DIRECTOR OF PARKS AND RECREATION	EXEMPT	36	$ 81,738.23	$ 157,210.40
1109	DIRECTOR OF PROCUREMENT	EXEMPT	38	$ 85,039.30	$ 143,698.26
1110	DIRECTOR OF PUBLIC SAFETY	EXEMPT	46	$ 100,622.20	$ 186,924.13
1111	DIRECTOR OF PUBLIC WORKS	EXEMPT	40	$ 89,291.14	$ 151,258.33
1112	DIRECTOR OF SOCIAL SERVICES	EXEMPT	38	$ 85,039.30	$ 143,698.26
1113	DIRECTOR OF UTILITIES	EXEMPT	43	$ 96,845.14	$ 163,645.01
1115	DIVISION MANAGER	EXEMPT	27	$ 64,744.13	$ 109,402.35
1123	EARLY CHILDHOOD SUPERINTENDENT	EXEMPT	19	$ 49,636.40	$ 83,873.54
1132	EMERGENCY MANAGEMENT PLANNER	EXEMPT	20	$ 51,524.23	$ 87,063.85
1392	ENGINEERING TECHNICIAN FT	NON-EXEMPT	15	$ 42,082.52	$ 72,835.80
1513	EVENTS SERVICES MANAGER	EXEMPT	22	$ 55,300.41	$ 94,795.08
1424	EVENTS& VENUE PROMOTIONS ADMINISTRATOR	EXEMPT	24	$ 59,299.33	$ 96,845.08
1966	EXECUTIVE ADMINISTRATOR	EXEMPT	19	$ 49,636.40	$ 83,873.54
1140	EXECUTIVE ASSISTANT TO ASSISTANT CITY MANAGER	NON-EXEMPT	15	$ 42,082.52	$ 72,835.80
1141	EXECUTIVE ASSISTANT TO CITY MANAGER	NON-EXEMPT	17	$ 45,859.45	$ 77,899.63
1142	EXECUTIVE ASSISTANT TO DEPARTMENT	NON-EXEMPT	14	$ 40,194.67	$ 67,918.94
1395	EXECUTIVE ASSISTANT TO DIRECTOR	NON-EXEMPT	14	$ 40,194.67	$ 67,918.94
1144	EXECUTIVE ASSISTANT TO FIRE CHIEF	NON-EXEMPT	15	$ 42,082.52	$ 72,835.80
1145	EXECUTIVE ASSISTANT TO POLICE CHIEF	NON-EXEMPT	15	$ 42,082.52	$ 72,835.80
1146	FACILITIES MANAGER	EXEMPT	27	$ 64,744.13	$ 109,402.35
1147	FACILITIES PLANNER	NON-EXEMPT	15	$ 42,082.52	$ 72,835.80
1148	FAMILY SERVICES SUPERINTENDENT	EXEMPT	19	$ 49,636.40	$ 83,873.54
1174	FIELD SERVICES MANAGER	EXEMPT	28	$ 66,629.86	$ 112,590.52
1264	FIELD SERVICES SUPERINTENDENT	EXEMPT	19	$ 49,636.40	$ 83,873.54
1153	FIRE CHIEF	EXEMPT	41	$ 91,180.23	$ 178,022.00
1156	FIRE COMM TECHNOLOGIST	EXEMPT	21	$ 53,412.17	$ 90,255.68
1158	FIRE DIVISION CHIEF	EXEMPT	33	$ 76,073.73	$ 148,144.28
1161	FIRE MARSHAL	EXEMPT	31	$ 72,296.78	$ 127,289.63
1305	FISCAL OPERATIONS MANAGER	EXEMPT	26	$ 62,858.45	$ 106,213.15
1334	FISCAL OPERATIONS MANAGER	EXEMPT	26	$ 62,858.45	$ 106,213.15
1431	FLEET SUPERINTENDENT	EXEMPT	19	$ 49,636.40	$ 83,873.54
1372	FOOD & BEVERAGE SUPVERSIOR	NON-EXEMPT	15	$ 42,082.52	$ 72,835.80

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Job Class Number	Position Title	Exempt Status	Grade	Minimum Salary	Maximum Salary
1171	FOOD & BEVERAGE OPERATIONS MANAGER	EXEMPT	29	$ 68,519.84	$ 115,782.74
1137	FOOD & BEVERAGE SERVICES COORDINATOR	NON-EXEMPT	14	$ 40,194.67	$ 67,918.94
1172	GENERAL MANAGER	EXEMPT	30	$ 70,407.69	$ 123,166.05
1176	GIS ANALYST II	EXEMPT	21	$ 53,412.17	$ 90,255.68
1177	GIS DATABASE ADMINISTRATOR II	EXEMPT	21	$ 53,412.17	$ 90,255.68
1181	GRANT/ACCREDITATION MANAGER	EXEMPT	26	$ 62,858.45	$ 106,213.15
1182	GRANTS COORDINATOR	NON-EXEMPT	17	$ 45,859.45	$ 77,899.63
1180	GRANTS MANAGER	EXEMPT	30	$ 70,407.69	$ 123,166.05
1506	HELP DESK MANAGER	EXEMPT	29	$ 68,519.84	$ 115,782.74
1189	HR ANALYST II	EXEMPT	18	$ 47,748.56	$ 80,682.35
1190	HR COORDINATOR	NON-EXEMPT	13	$ 38,305.57	$ 64,727.12
1488	HR GENERALIST	EXEMPT	26	$ 62,858.45	$ 106,213.15
1192	HR MANAGER	EXEMPT	27	$ 64,744.13	$ 109,402.35
1282	HR OFFICER	EXEMPT	24	$ 59,299.33	$ 96,845.08
1480	HR REPRESENTATIVE	EXEMPT	19	$ 49,636.40	$ 83,873.54
1397	HUMAN RESOURCES ASSISTANT	NON-EXEMPT	7	$ 28,249.00	$ 45,849.28
1492	INFORMATION SECURITY MANAGER	EXEMPT	29	$ 68,519.84	$ 115,782.74
1491	INFORMATION SYSTEMS MANAGER	EXEMPT	29	$ 68,519.84	$ 115,782.74
1193	INTERNAL AUDITOR	EXEMPT	38	$ 85,039.30	$ 143,698.26
1311	IT ANALYST I	EXEMPT	19	$ 49,636.40	$ 83,873.54
1312	IT ANALYST II	EXEMPT	21	$ 53,412.17	$ 90,255.68
1283	IT ANALYST III	EXEMPT	22	$ 55,300.41	$ 94,795.08
1370	IT ANALYST PRINCIPAL	EXEMPT	26	$ 62,858.45	$ 106,213.15
1496	LANDSCAPE & GROUNDS SPECIALIST	NON-EXEMPT	17	$ 45,859.45	$ 77,899.63
1612	MARKETING COORDINATOR	NON-EXEMPT	13	$ 38,305.57	$ 64,727.12
1225	MEDIA COORDINATOR	EXEMPT	21	$ 53,412.17	$ 90,255.68
1493	MULTIMEDIA AND BROADCAST MGER	EXEMPT	30	$ 70,407.69	$ 123,166.05
1229	NETWORK & INFRASTRUCTURE SECURITY PLANNER	EXEMPT	24	$ 59,299.33	$ 96,845.08
1421	OFFICE ASSISTANT FT	NON-EXEMPT	6	$ 26,650.00	$ 42,082.40
1347	OFFICE SPECIALIST	NON-EXEMPT	11	$ 34,529.76	$ 58,347.69
1454	OPERATIONS & LOGICSTICS MANAGER	EXEMPT	27	$ 64,744.13	$ 109,402.35
1439	OPERATIONS LOGISTICS COORDINATOR	NON-EXEMPT	9	$ 30,596.84	$ 51,701.60
1232	OPERATIONS MANAGER	EXEMPT	27	$ 64,744.13	$ 109,402.35
1227	OPERATIONS SERVICE ADMINSTR	EXEMPT	19	$ 49,636.40	$ 83,873.54
1233	OPERATIONS SYSTEM MANAGER	EXEMPT	29	$ 68,519.84	$ 115,782.74
1270	PARKS & RECREATION ADMINISTRATOR	EXEMPT	19	$ 49,636.40	$ 83,873.54
1299	PARKS SUPERINTENDENT	EXEMPT	19	$ 49,636.40	$ 83,873.54
1242	PLANNER I	NON-EXEMPT	15	$ 42,082.52	$ 72,835.80
1243	PLANNER II	NON-EXEMPT	17	$ 45,859.45	$ 77,899.63
1385	POLICE ADMINISTRATOR	EXEMPT	18	$ 47,748.56	$ 80,682.35
1248	POLICE CAPTAIN	EXEMPT	31	$ 72,296.78	$ 127,289.63
1249	POLICE CHIEF	EXEMPT	41	$ 91,180.23	$ 178,022.00
1250	POLICE MAJOR	EXEMPT	33	$ 76,073.73	$ 148,144.28
1253	POLICE PLANNER	EXEMPT	20	$ 51,524.23	$ 87,063.85
1509	PRINCIPAL BUDGET ANALYST	EXEMPT	26	$ 62,858.45	$ 106,213.15
1507	PRINCIPAL PLANNER	EXEMPT	28	$ 66,629.86	$ 112,590.52
1416	PROCESS IMPROVEMENT ANALYST	EXEMPT	27	$ 64,744.13	$ 109,402.35
1255	PROCUREMENT ANALYST	EXEMPT	22	$ 55,300.41	$ 94,795.08
1426	PROCUREMENT ANALYST II	EXEMPT	23	$ 57,189.88	$ 95,820.08
1422	PRODUCTION & OPERATIONS MANAGER	EXEMPT	29	$ 68,519.84	$ 115,782.74
1423	PRODUCTION ADMINISTRATOR	EXEMPT	26	$ 62,858.45	$ 106,213.15
1398	PRODUCTION MANAGER	EXEMPT	24	$ 59,299.33	$ 96,845.08
1400	PRODUCTION SUPERINTENDENT	EXEMPT	19	$ 49,636.40	$ 83,873.54
1585	PROGRAM DEVELOPMENT MANAGER	EXEMPT	27	$ 64,744.13	$ 109,402.35
1461	PROGRAM MANAGER	EXEMPT	27	$ 64,744.13	$ 109,402.35
1494	PROGRAM PRODUCER	EXEMPT	30	$ 70,407.69	$ 123,166.05
1258	PROGRAMMING ENGINEER	EXEMPT	29	$ 68,519.84	$ 115,782.74
1259	PROJECT ADMINISTRATOR	EXEMPT	27	$ 64,744.13	$ 109,402.35
1175	PROJECT COORDINATOR	NON-EXEMPT	9	$ 30,596.84	$ 51,701.60
1260	PROJECT MANAGER	EXEMPT	27	$ 64,744.13	$ 109,402.35

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Job Class Number	Position Title	Exempt Status	Grade	Minimum Salary	Maximum Salary
1261	PROJECT MANAGER III	EXEMPT	29	$ 68,519.84	$ 115,782.74
1263	PUBLIC INFORMATION OFFICER	EXEMPT	33	$ 76,073.73	$ 148,144.28
1396	PW OUTREACH ADMINISTRATOR	EXEMPT	19	$ 49,636.40	$ 83,873.54
1487	RECEPTIONIST	NON-EXEMPT	6	$ 26,650.00	$ 42,082.40
1444	RECYCLING COORDINATOR	NON-EXEMPT	13	$ 38,305.57	$ 64,727.12
1276	REGIONAL PARK MANAGER	EXEMPT	24	$ 59,299.33	$ 96,845.08
1366	REGULATORY COMPLIANCE SUPERINTENDENT	EXEMPT	19	$ 49,636.40	$ 83,873.54
1412	REPORTING & TRAINING OFFICER	EXEMPT	24	$ 59,299.33	$ 96,845.08
1379	RISK MANAGEMENT CLAIMS ANALYST	EXEMPT	24	$ 59,299.33	$ 96,845.08
1279	SENIOR BUDGET ANALYST	EXEMPT	22	$ 55,300.41	$ 94,795.08
1553	SENIOR ADMINISTRATIVE MANAGER	EXEMPT	30	$ 70,407.69	$ 123,166.05
1600	SENIOR COMMUNICATIONS MANAGER	EXEMPT	30	$ 70,407.69	$ 123,166.05
	SENIOR HR MANAGER	EXEMPT	30	$ 70,407.69	$ 123,166.05
1285	SENIOR PLANNER	EXEMPT	21	$ 53,412.17	$ 90,255.68
1477	SENIOR PROCUREMENT ANALYST	EXEMPT	24	$ 59,299.33	$ 96,845.08
1499	SENIOR SALES MANAGER	EXEMPT	30	$ 70,407.69	$ 123,166.05
1288	SENIOR SERVICES SUPERINTENDENT	EXEMPT	19	$ 49,636.40	$ 83,873.54
1489	SENIOR TALENT ACQUISITION SPECIALIST	EXEMPT	26	$ 62,858.45	$ 106,213.15
1221	SOCIAL MEDIA MANAGER	EXEMPT	24	$ 59,299.33	$ 96,845.08
1294	SOCIAL SERVICES OPERATIONS MANAGER	EXEMPT	27	$ 64,744.13	$ 109,402.35
1295	SOCIAL SERVICES PROGRAM COORD	EXEMPT	18	$ 47,748.56	$ 80,682.35
1016	SOCIAL SERVICES PROGRAM MANAGER	EXEMPT	27	$ 64,744.13	$ 109,402.35
1297	SOLID WASTE MANAGER	EXEMPT	24	$ 59,299.33	$ 96,845.08
1468	SOLID WASTE TECHNICIAN	NON-EXEMPT	11	$ 34,529.76	$ 58,347.69
1220	SR MARKETING & PU LIC REL MANAGER	EXEMPT	30	$ 70,407.69	$ 123,166.05
1302	STRATEGIC ADMINISTRATION OFFICER	EXEMPT	41	$ 91,180.23	$ 178,022.00
1303	STRATEGIC DEVELOPMENT OFFICER	EXEMPT	34	$ 77,960.53	$ 140,874.98
1436	STRATEGIC PLANNING ADMINISTRATOR	EXEMPT	24	$ 59,299.33	$ 96,845.08
1304	STRATEGIC PLANNING MANAGER	EXEMPT	29	$ 68,519.84	$ 115,782.74
1457	STREETS & DRAINAGE ENGINEER	EXEMPT	31	$ 72,296.78	$ 127,289.63
1314	TELECOMMUNICATIONS MANAGER	EXEMPT	29	$ 68,519.84	$ 115,782.74
1173	TRAINING & DEVELOPMENT COORDINATOR	EXEMPT	19	$ 49,636.40	$ 83,873.54
1315	TRAINING COORDINATOR	NON-EXEMPT	17	$ 45,859.45	$ 77,899.63
1316	TRAINING SPECIALIST	NON-EXEMPT	17	$ 45,859.45	$ 77,899.63
1170	TRANSPORTATION ADMIN SUPERINTENDENT	EXEMPT	19	$ 49,636.40	$ 83,873.54
1443	TRANSPORTATION COORDINATOR	NON-EXEMPT	13	$ 38,305.57	$ 64,727.12
1498	TRANSPORTATION MANAGER	EXEMPT	24	$ 59,299.33	$ 96,845.08
1320	TREASURER/ACCOUNTS PAYABLE MANAGER	EXEMPT	34	$ 77,960.53	$ 140,874.98
1321	UASI INVENTORY COORDINATOR	NON-EXEMPT	17	$ 45,859.45	$ 77,899.63
1322	UASI PROGRAM MANAGER	EXEMPT	20	$ 51,524.23	$ 87,063.85
1324	UTILITY BILLING MANAGER	EXEMPT	22	$ 55,300.41	$ 94,795.08
1328	UTILITY BILLING SUPERVISOR	NON-EXEMPT	16	$ 43,971.61	$ 74,301.08
1418	UTILITY ENGINEER	EXEMPT	29	$ 68,519.84	$ 115,782.74
1329	UTILITY FIELD OPERATIONS MANAGER	EXEMPT	29	$ 68,519.84	$ 115,782.74
1555	UTLITY SERVICE ADMINISTRATOR	EXEMPT	19	$ 49,636.40	$ 83,873.54
1335	VICTIM ADVOCATE II	NON-EXEMPT	15	$ 42,082.52	$ 72,835.80
1339	WASTEWATER COLLECTION SYSTEM SUPERINTENDENT	EXEMPT	19	$ 49,636.40	$ 83,873.54
1353	WATER RESOURCES MANAGER	EXEMPT	29	$ 68,519.84	$ 115,782.74
1484	WATER SYSTEM SUPERINTENDENT	EXEMPT	19	$ 49,636.40	$ 83,873.54

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SALARY SCHEDULE II

Job Class Number	Position Title	Exempt Status	Grade	Minimum Salary	Mininum Hourly Rate
	Salary Schedule II				
1024	AQUATIC ATTENDANT - PT	NON-EXEMPT	PT	19,500.00	12.50
1378	BANQUET SERVER	NON-EXEMPT	PT	23,400.00	15.00
1376	BARTENDER	NON-EXEMPT	PT	23,400.00	15.00
1237	BOX OFFICE ASSISTANT-PT	NON-EXEMPT	PT	19,843.20	12.72
	BUILDING MAINTENANCE TRAINEE	NON-EXEMPT	PT	19,500.00	12.50
1377	CHEF	NON-EXEMPT	PT	23,400.00	15.00
1125	CLIENT SERVICES COORD PT	NON-EXEMPT	PT	28,080.00	18.00
1428	CONTRACT PROJECT MANAGER	EXEMPT	PT	59,997.60	38.46
1464	CONTRACTOR	NON-EXEMPT	PT	32,760.00	21.00
1090	CULTURAL ARTS AIDE - PART-TIME	NON-EXEMPT	PT	19,500.00	12.50
1091	CUSTODIAN - PART-TIME	NON-EXEMPT	PT	19,500.00	12.50
1364	CUSTOMER SERVICE SUPPORT	NON-EXEMPT	PT	28,080.00	18.00
1386	DATA ENTRY CLERK	NON-EXEMPT	PT	23,400.00	15.00
1120	EARLY CHILDHOOD HOUSEKEEPING AIDE PT	NON-EXEMPT	PT	19,500.00	12.50
1118	EARLY CHILDHOOD AIDE II - PT	NON-EXEMPT	PT	20,124.00	12.90
1119	EARLY CHILDHOOD AIDE III - PT	NON-EXEMPT	PT	20,748.00	13.30
1121	EARLY CHILDHOOD INSTRUCT I PT	NON-EXEMPT	PT	21,450.00	13.75
1122	EARLY CHILDHOOD INSTRUCT II PT	NON-EXEMPT	PT	22,230.00	14.25
1116	EARLY CHLD CURR SPECIALIST PT	NON-EXEMPT	PT	22,308.00	14.30
1126	EDUCATION INSTRUCTOR - PT	NON-EXEMPT	PT	31,200.00	20.00
1136	EVENT AIDE-PT	NON-EXEMPT	PT	19,500.00	12.50
1440	FIELD SERVICE WORKER-PT	NON-EXEMPT	PT	19,500.00	12.50
1179	GRANT ASSISTANT-PT	NON-EXEMPT	PT	23,400.00	15.00
1511	GRANT ANALYST-PT	NON-EXEMPT	PT	32,760.00	21.00
	HR COORDINATOR PT	NON-EXEMPT	PT	28,080.00	18.00
1373	LEAD USHER	NON-EXEMPT	PT	19,500.00	12.50
1408	LEGISLATIVE SECRETARY- PT	NON-EXEMPT	PT	34,320.00	22.00

City of Miramar
Human Resources Department

Salary Schedule II

Job Class Number	Position Title	Exempt Status	Grade	Minimum Salary	Mininum Hourly Rate
1207	LIFEGUARD - PART-TIME	NON-EXEMPT	PT	21,060.00	13.50
1218	MAINTENANCE TRAINEE - PT	NON-EXEMPT	PT	19,500.00	12.50
1219	MAINTENANCE WORKER-PT	NON-EXEMPT	PT	21,418.80	13.73
1313	MIS ANALYST II-PT	NON-EXEMPT	PT	54,600.00	35.00
1362	MIS LABOR TEMP	NON-EXEMPT	PT	19,500.00	12.50
1231	OFFICE AIDE III	NON-EXEMPT	PT	20,748.00	13.30
1234	PARK AIDE II - PT	NON-EXEMPT	PT	20,124.00	12.90
1235	PARK AIDE III - PT	NON-EXEMPT	PT	20,748.00	13.30
1236	PARK RANGER - PT	NON-EXEMPT	PT	21,450.00	13.75
1252	POLICE OFFICER-PT	NON-EXEMPT	PT	34,226.40	21.94
1427	PRIME ANALYST	NON-EXEMPT	PT	38,251.20	24.52
1416	PROCESS IMPROVEMENT ANALYST PT	EXEMPT	PT	47,377.20	30.37
1486	PRODUCTION ASSISTANT-PT	NON-EXEMPT	PT	23,400.00	15.00
1267	RECREATION AIDE I - PT	NON-EXEMPT	PT	19,500.00	12.50
1268	RECREATION AIDE II - PT	NON-EXEMPT	PT	20,124.00	12.90
1269	RECREATION AIDE III - PT	NON-EXEMPT	PT	20,748.00	13.30
1286	SENIOR PROCURE ANALYST - PT	NON-EXEMPT	PT	43,383.60	27.81
1420	SOCIAL SERVICES AIDE I	NON-EXEMPT	PT	19,500.00	12.50
1293	SOCIAL SERVICES AIDE II - PT	NON-EXEMPT	PT	20,124.00	12.90
1475	SOCIAL SERVICES AIDE III - PT	NON-EXEMPT	PT	20,748.00	13.30
	SPECIAL EVENTS AIDE	NON-EXEMPT	PT	19,500.00	12.50
1403	STAGE ASSISTANT I	NON-EXEMPT	PT	24,960.00	16.00
1404	STAGE ASSISTANT II	NON-EXEMPT	PT	28,080.00	18.00
1405	STAGE ASSISTANT III	NON-EXEMPT	PT	34,320.00	22.00
1406	STAGE ASSISTANT IV	NON-EXEMPT	PT	35,880.00	23.00
1470	UTILITIES INTERN	NON-EXEMPT	PT	19,500.00	12.50
1354	WATER SAFETY INSTRUCTOR - PT	NON-EXEMPT	PT	25,740.00	16.50

7.
PUBLIC HEARING
March 23, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: March 23, 2016

Second Reading Date: N/A

Presenter's Name and Title: Eric Silva, Director, on behalf of Community and Economic Development Department

Temp Reso Number: 5992

Item Description: Temp. Reso. No.5992, ADOPTING THE LOCAL HOUSING ASSISTANCE PLAN ("LHAP") FOR THE CITY OF MIRAMAR'S STATE HOUSING INITIATIVES PARTNERSHIP ("SHIP") PROGRAM FOR FISCAL YEARS 2016-2017, 2017-2018, AND 2018-2019; AUTHORIZING SUBMISSION OF THE LHAP TO THE FLORIDA HOUSING FINANCE CORPORATION. (Community and Economic Development Director Eric Silva)

Consent ☐ Resolution ☒ Ordinance ☐ Quasi-Judicial☐ Public Hearing ☒

Summary Explanation and Background: The State Housing Initiatives Partnership ("SHIP") Act requires local governments to adopt a one to three-year Local Housing Assistance Plan ("LHAP") outlining the anticipated utilization of funds. The existing LHAP expires on June 30, 2016. The proposed LHAP covers the next three fiscal years and retains all of the existing housing strategies (i.e., housing rehabilitation, purchase assistance, foreclosure prevention, security and/or utility deposits, and disaster mitigation) and two new strategies; namely, Emergency Repair and Community Land Trust, highlighted in yellow. The proposed LHAP also includes some technical revisions as provided by SHIP, and changes to the terms and income categories. The incentives strategies have been updated to include approved recommendations from the 2015 Affordable Housing Advisory Committee.

Instructions for the Office of the City Clerk: Public notice and hearing required by Federal Regulation 24 CFR 91 Subpart B.

Public Notice – As Required by Sec. N/A of the City Code and/or Sec. N/A, Florida Statutes, public notice for this item was provided as follows: on February 7, 2016, in a display ad in the Miami Herald and the Sun Sentinel; by posting the property on N/A and/or by sending mailed notice to property owners within N/A feet of the property on N/A. (Fill in all that apply)

Special Voting Requirement – As required by Sec. N/A, of the City Code and/or Sec. N/A Florida Statutes, approval of this item requires a N/A (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☐ No ☒

REMARKS:

Content:
- **Agenda Item Memo from the City Manager to City Commission**

- **Resolution TR 5992**
  - **Exhibit A: SHIP Local Housing Assistance Plan (LHAP) 2016-2017, 2017-2018, and 2018-2019**
- **Attachment(s)**
  - **Attachment 1: Public Notice**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Eric Silva, Director, Community and Economic Development Department

DATE: February 17, 2016

RE: Temp. Reso. No. 5992, adopting the Local Housing Assistance Plan ("LHAP") for the City of Miramar's State Housing Initiatives Partnership Program for Fiscal Years 2016-2017, 2017-2018, and 2018-2019.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5992, adopting the Local Housing Assistance Plan ("LHAP") for the City of Miramar's State Housing Initiatives Partnership Program for Fiscal Years 2016-2017, 2017-2018, and 2018-2019.

ISSUE: The State Housing Initiatives Partnership ("SHIP") Act requires local governments to adopt a one to three-year Local Housing Assistance Plan ("LHAP") outlining the anticipated utilization of funds. The existing LHAP expires on June 30, 2016. The proposed LHAP covers the next three fiscal years and retains all of the existing housing strategies (i.e., housing rehabilitation, purchase assistance, foreclosure prevention, security and/or utility deposits, and disaster mitigation) and two new strategies; namely, Emergency Repair and Community Land Trust. The changes are highlighted in yellow. In addition, the proposed LHAP includes some technical revisions as provided by SHIP, and changes to the terms and income categories as noted in the table below:

Item	Current	Proposed
Income Categories for Housing Rehabilitation	Very-low, low and moderate	Very-low and low
Application Frequency	5 Years	10 Years
Special Needs Recapture Term	10 Years	5 Years

Approved recommendations from the 2015 Affordable Housing Advisory Committee (Resolution 16-02) were included in the LHAP's incentives strategies.

BACKGROUND: The State Housing Initiatives Partnership Act requires local governments to adopt a one to three-year Local Housing Assistance Plan outlining the anticipated utilization of funds. The current LHAP was adopted on April 3, 2013 (Resolution No. 13-76).

Temp. Reso. No. 5992
02/12/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, ADOPTING THE LOCAL HOUSING ASSISTANCE PLAN ("LHAP") FOR THE CITY OF MIRAMAR'S STATE HOUSING INITIATIVES PARTNERSHIP ("SHIP") PROGRAM FOR FISCAL YEARS 2016-2017, 2017-2018, AND 2018-2019; AUTHORIZING SUBMISSION OF THE LHAP TO THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State Housing Initiatives Partnership ("SHIP") Act, Sections 420.907-420.9079, Florida Statutes, and Rule 67-37 of the Florida Administrative Code, entitled "State Housing Initiatives Partnership Program", require local governments to develop a one to three-year Local Housing Assistance Plan outlining the anticipated utilization of funds; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each housing strategy; and

WHEREAS, local governments are required by the State of Florida to submit an action plan, entitled "Local Housing Assistance Plan", covering fiscal years 2016-2017, 2017-2018 and 2018-2019; and

WHEREAS, the City Manager recommends adopting the Local Housing Assistance Plan for fiscal years 2016-2017, 2017-2018 and 2018-2019, attached as Exhibit "A" (the "LHAP"), and authorizing the appropriate City officials to submit the LHAP to the Florida Housing Finance Corporation; and

WHEREAS, the City Commission deems it in the best interest of the citizens and residents of the City of Miramar to adopt the LHAP for fiscal years 2016-2017, 2017-2018 and 2018-2019, attached as Exhibit "A", and to authorize the appropriate City officials to submit the LHAP to the Florida Housing Finance Corporation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

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

Section 2: That the LHAP for fiscal years 2016-2017, 2017-2018 and 2018-2019, attached as Exhibit "A", is adopted.

Section 3: That the appropriate City officials are authorized to submit the LHAP to the Florida Housing Finance Corporation.

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

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

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

Exhibit A

SHIP LHAP Template 2009-001
Revised: 6/2015

The City of Miramar

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2016-2017, 2017-2018, and 2018-2019

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I. Program Details:

A. Name of the participating local government:

The City of Miramar

Is there an Interlocal Agreement: [ ] Yes [X] No

B. Purpose of the program:
1. To meet the housing needs of the very low, low, and moderate income households;
2. To expand production of and preserve affordable housing; and
3. To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2016-2017, 2017-2018 and 2018-2019

D. Governance:
The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership:
The SHIP Program encourages building active partnerships between government, lenders, builders and developers, real estate professionals, advocates for low-income persons and community groups.

F. Leveraging:
The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input:
Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach:
SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities:
A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time applications were submitted as well as any established funding priorities as described in this plan.

Priorities for funding described here apply to all strategies unless otherwise stated in the strategy: The City of Miramar will not maintain waiting lists.

The City of Miramar will accept applications following the public notice period. Applicants will have 21 days from date of Intake Appointment to submit all required documentation in order to be deemed eligible.

J. Discrimination:

In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. Support Services and Counseling:

Support services are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post and Green Housing), Budget/Credit Counseling, Construction Services Home Inspections and Work Specifications for Rehabilitation/Barrier Free Accessibility Modifications, and Tenant Counseling.

L. Purchase Price Limits:

The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The purchase price limit that is established by the U.S. Treasury Department is not to be misconstrued as the target price for affordable housing in the City of Miramar. One of the objectives of the City's housing program is not to develop policies that concentrate income groups within the City into one area. Raising the limits promotes housing choices for purchase assistance applicants, promotes mixed-income communities and provides an opportunity to assist more owner-occupied households in areas where assessed housing values have greatly appreciated but residents still fall into very low, low and moderate income categories based on income data provided by the Federal government.

The methodology used is:

[X] U. S. Treasury Department

[ ] Local HFA Numbers

M. Income Limits, Rent Limits and Affordability:

The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

Affordable means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not

the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

N. Welfare Transition Program:

Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. Monitoring and First Right of Refusal:

In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides the same monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $4,500 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above.

Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. Administrative Budget:

A line-item budget of proposed Administrative Expenditures is attached as Exhibit A.

The City of Miramar___ finds that the moneys deposited in the local housing assistance trust fund shall be used to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states:

"A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states:

"The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs."

The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E (If changed from the original creating ordinance).

Q. Program Administration:

Administration of the local housing assistance plan will be wholly performed and maintained by the City.

Or

A third party entity or consultant will be contracted for all or part of the administration of the program. The name of the entity is: Community Redevelopment Associates of Florida, Inc.

The administrative duties they will provide are:

R. Project Delivery Costs: In addition to the administrative costs listed above, a reasonable project delivery cost will be charged to cover inspections performed for rehabilitation projects. The fee will be included in the amount of the recorded mortgage and note. The City's Consultant's are responsible for the following (as outlined in Contract);
- Preparation of Local Housing Assistance Plan Including Assisting C&ED Department with the Development and Revision of Strategies.
- Implementation of Local Housing Assistance Plan Strategies.
- Facilitate the Selection and Monitoring of Sponsors and Counseling Services.
- Maintain SHIP Tracking Report.
- Reconcile SHIP Tracking with Finance.
- Authorize Payments for SHIP Expenditure.
- Conduct Marketing and Outreach of Programs.
- Preparation of SHIP Annual Reports.

S. Essential Service Personnel Definition: For purpose of SHIP funding, the city considers the following groups as Essential Services to our city: First Responders, Educators in K-12, Health Care and Social Assistance, Accommodation and Food Services, Active Military, National Guard stationed in the county.

T. Describe efforts to incorporate Green Building and Energy Saving products and processes: The City will, when economically feasible, employ the following Green Building requirements on rehabilitation and emergency repairs:
1. Energy Star qualified appliances – refrigerators, stoves, water heaters,
2. Ceiling fans in living and bedrooms
3. Motion sensor light switches
4. Cool roofing – single polymer cover or elastomeric coating
5. Programmable thermostat
6. WaterSense Faucets, Toilets, shower heads
7. Green Label Certified Floor Coverings
8. Mold/Lead/Asbestos Removal
9. Extended warranty items
10. Quality standards for materials
11. New construction projects that are accessible by public transportation

These requirements may be adjusted for rental developments if the requirements of other construction funding sources require a more prescriptive list.

Section II. LHAP Strategies:

A.

Owner Occupied Rehabilitation	*Code 3,11*

a. Summary of Strategy: SHIP funds will be awarded to households in need of repairs to correct code violations, health and safety issues, electrical, plumbing, roofing, windows and other structural items. The primary purpose of the program is to provide repairs necessary to provide safe and decent housing, eliminate any instances of substandard housing, and preserve the City's affordable housing stock.

Loan funds shall be used to fund the following repairs/improvements subject to funding availability:

1. Eliminate building code violations.
2. Replace damaged roofs.
3. Repair/Replace/Install windows/door openings (Storm Mitigation)
4. Repair, upgrade, or replace major building systems, as necessary. Major building systems include: Structural, Electrical, Plumbing, Heating, Ventilation, Air Conditioning and Sewer Systems.
5. Abate any health and safety issues in the home.
6. Address emergency conditions as determined by City's Building Department.
7. Painting will be limited to the exterior of the home. Interior painting will be addressed only as part of interior repair/rehabilitation.
8. Prevent weather penetration; promote energy efficiency/green initiatives as described below, including the use of Energy Star products in the home.

Repairs and Improvements: Owner-occupied households, assisted in the order in which they applied for the program, will receive an inspection. Repair work specifications will address the program priorities above.

Demolition/Reconstruction: The City has instances where homeowners purchased units where spaces such as garages or carports, were illegally converted to create additional rooms. These are considered code violations and will be corrected by reconstructing the illegal addition(s) to a legal room addition. If the option to legalize the structure exceeds 50% of the maximum allowable grant amount, the HO will be given the opportunity to either bring the room(s) back to its permissible use or to opt out of the program. In the event that reverting the structure back to its permissible use exceeds 50% of the maximum allowable grant amount, the home owner will not be permitted to move forward. City may approve deviation on a case by case basis when there is elderly, disabled, mold or life/safety issues present.

Substantial Repairs, Economically Unfeasible Repairs/Replacement Housing: Inventory of the homes in the City's target area do not suggest that there are structurally unsound units that need to be replaced. However, should a situation like this occur where code, healthy/safety priority repairs are substantial (more than 50% of the value of the home); the unit may be assisted.

If repairs exceed the cost to replace the home, the home may be assisted under the City's home repair programs. The household may be assisted under another strategy, where the home can be acquired, demolished to provide for safe replacement housing or receive assistance in purchasing a new home.

If a household must be temporarily or permanently relocated, the guidelines of the City's uniform relocation policy will apply.

The Community & Economic Development Director or his designee has the sole discretion as to the award/improvements to be made, with priority given to code and life threatening or health and safety issues and to owner-occupied households where elderly and/or disabled residents reside.

Prior to repairs, all homes shall be inspected and work specifications will be written for each project. Work specifications shall focus on priority repairs unless in the case where a waiting list exists and an emergency determination has been made by the City. In these cases, only the emergency issue will be inspected and specifications for the emergency issue will be addressed in the work specification.

Change Orders

Cumulative change orders greater than 10% above the original contract amount will be paid by City only if those repairs are necessary to correct code violations to meet local property standards, or address issues that could not be accurately assessed before the work started. Change orders will not be granted for purely cosmetic repairs. The City reserves the right to reject a change order that does not address code or property standard issues. Change orders are paid only when prior approval from owner, home inspector, and City is on file. Change orders for non code violations or health and safety issues will be denied. The purpose of the initial inspection is to provide a thorough list of eligible repairs that the owner agrees upon before work goes out to bid.

Where SHIP assistance is leveraged with federal sources and housing units are required to be brought up to code at time of assistance, repairs will be inspected to meet local housing code and local property standards. HOME funds cannot be used to leverage SHIP dollars for emergency repairs. In addition when funds are leveraged, lead based paint, asbestos, environmental and historic preservation regulations will be complied with per the site specific environmental review checklist maintained in each file and part of the City's Environmental Review Record (ERR).

The City intends to leverage SHIP funds, with Community Development Block Grant, HOME Investment Partnership, and other available Federal and State Resources that support rehabilitation activities where feasible.

Repairs are considered complete once all work has been inspected according to specifications or emergency situation specified and necessary building permits have been finalized by the City's Building Department. Final inspections by the program's inspector will be requested by staff upon receipt of invoice package, final release of liens and owner's satisfaction. Any items not completed per specifications, must be completed and re-inspected prior to close-out.

Partial Payments and Draw Schedules

Contractors may be entitled to one draw request per project. All invoices for work not 100% completed must be have an in-progress inspection to be processed for payment. The remainder of the project will be invoiced when 100% complete.

b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019

c. Income Categories to be served: Very-low, Low

d. Maximum award: $50,000

e. Terms

1. Loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.

2. Interest Rate: 0%

3. Term: 10 years

4. Forgiveness/Repayment: The loan is forgivable in its entirety at the end of (10) ten years from the recordation date of mortgage and note. There will be no yearly write-down of the loan. Full repayment of the loan is due if the home is sold, title is transferred or conveyed, or the home ceases to be the primary residence of the owner during the ten (10) year occupancy period.

   Homeowners, who have received assistance from the City, cannot re-apply for ten (10) years. Homeowners who have received assistance may re-apply prior to the ten (10) year time limit ONLY in cases where emergency repairs are needed as determined by the City's Building Official or his designee, Special Needs applicants cannot re-apply for five (5) years.

5. Default/Recapture: Projects under $5,000 may be granted and will not require the signing or recordation of the program's mortgage and note.

   The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

   In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

   In the event of default where there is failure to make required payments on a loan secured by a first mortgage which leads to foreclosure and/or loss of property ownership, the City may foreclose to recover funds made available for assistance which is secured by mortgage and note on the property.

Special Needs Owner-Occupied Households: Assistance is in the form of a 5 year, 0% interest deferred loan, written down each year.

f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as described in section I. (I) of this plan.

Applications must be 100% complete to be certified eligible for the program. Additional information may be requested upon review of application to determine program eligibility.

Property must be owner occupied. Verification of ownership, income, homeowners insurance, flood insurance (if required) and payment of property taxes will be conducted to determine eligibility. A warranty deed, or quit claim deed will be utilized to verify ownership and primary residences should maintain homestead exemption. Life Estates also qualify. Hazard and flood insurance should be in place at time of award and be maintained as long as first and/or second mortgage remains on property. If a property is not required to have flood insurance then the file will be documented that flood insurance is not required. In the event property is not insured and there is a severe case of hardship by household to maintain insurance and repairs are needed to eliminate substandard, code, health and safety issue, the Community & Economic Development Director or his designee may waive insurance requirements, as long as project is not leveraged with Federal funds, where flood insurance is required.

Hardship is defined as:

1) Condition of property makes it uninsurable

or

2) At time of application household had no insurance and housing and insurance expenses exceed 50% of a fixed income household.

Program is not credit driven and credit reports will not be reviewed to determine eligibility for assistance.

Mortgage must be current and will be verified with mortgage statement or third party - verification of mortgage.

Title searches will be conducted. There must be evidence that there is no pending foreclosure on the property.

The property's assessed value must not exceed the value noted in the plan for new and existing homes. The current assessed value indicated on Broward County Property Appraiser's website shall be used to determine the value of the property after SHIP is provided.

Applicants will be required to sign program disclosures, including a conflict of interest disclosure prior to completing application or the application being processed.

g. Sponsor/Developer Selection Criteria: Eligible contractors will be selected through a bid process to perform repairs under this program. Non construction related services will be selected through a bid process or other process in compliance with the City's procurement policies. The selection will be based on certification, experience, past performance and financial stability to perform services. Preference will be given to eligible contractors that employ personnel from Welfare Transition Program.

The City or City's consultant will maintain a contractor pool in which it openly recruits contractors to participate in the program after pre-screening. All contractors must be licensed with the State of Florida, Department of Business and Professional Regulation and be in good standing with local licensing requirements. Contractors must not appear on the Federal government's Excluded Parties List prior to the award of any contract.

The City conducts outreach to encourage the participation of Minority and Women Owned enterprises in its housing assistance programs.

Only contractors who have been pre-screened will be allowed to bid on the housing rehabilitation projects. Prior to bidding on the project, contractors must visit each property. The program prohibits contractors from working on the properties of persons they are related to or where other potential conflict of interests may exist.

In instances, where a General Contractor is needed to complete repairs such as roof only, plumbing only, or shutters only, the bid quotes from pre-screened contractors will be solicited to make necessary repairs/improvements. Where a General Contractor is not needed, the services of a licensed contractor able to perform the services will be utilized.

h. Additional Information: The home must be located within the City limits, In the event of a disaster, declared by Executive Order by the President and disaster mitigation funds are no longer available, this program will assist with disaster related repairs as well. For home repair activities, the program is not designed to remodel, upgrade homes with purely cosmetic repairs or replace working appliances because owner wants to upgrade.

In the event the property owner defaults on the first mortgage and foreclosure prevention assistance is not enough to prevent foreclosure, the City shall have first right of refusal to purchase property. At closing owner will be made aware of the resources available to them.

The City's current subordination policy, maintained at the City Clerk's office shall apply for any refinance transactions. This subordination policy may be viewed by the public upon request to the City Clerk.

Housing units that have a pending foreclosure (Lis Pendens) from a mortgage company or homeowners/condo association cannot be assisted until resolved. Properties with a lien from the homeowners/condo association also will not be assisted until resolved. Households undergoing a loan modification will not be assisted until the modification is completed and a new mortgage acceptable to the program is provided.

Units that meet one of the above conditions may not be assisted with HOME funding if work beyond the limited repair assistance is required to bring the home up to full rehabilitation standards. When units are assisted in whole or in part with HOME funds all required repairs to meet rehabilitation standards must be addressed.

B.

Purchase Assistance with/without Rehabilitation	*Code 1, 2,11*

a. Summary of Strategy: SHIP funds will be awarded to assist eligible first-time homebuyers with a deferred payment loan to be applied towards the costs of purchasing existing or newly constructed (with a Certificate of Occupancy) eligible affordable housing. Eligible costs include the following: down payment, closing costs, mortgage buy down, rehabilitation, and other costs associated with purchasing a home. Eligible housing includes single-family homes, townhomes, condominiums, eligible manufactured homes, PUDs, and villas.

b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019

c. Income Categories to be served: Very-Low, Low and Moderate

d. Maximum award:

Very Low:	$50,000	50% AMI or Less
Low	$40,000	51-80% AMI
Moderate	$30,000	81-120% AMI

e. Terms:

1. Loan/grant: Funds will be awarded as a deferred subordinate loan secured by a recorded subordinate mortgage and note.

2. Interest Rate: 0%

3. Term: 10 years

4. Forgiveness/Repayment: The loan is forgivable in its entirety at the end of (10) ten years from the recordation date of mortgage and note. There will be no yearly write-down of the loan. Full repayment of the loan is due if the home is sold, title is transferred or conveyed, or the home ceases to be the primary residence of the owner during the ten (10) year occupancy period.

5. Default/Recapture: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

   In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and

payable.

In the event of default where there is failure to make required payments on a loan secured by a first mortgage which leads to foreclosure and/or loss of property ownership, the City may foreclose to recover funds made available for assistance which is secured by mortgage and note on the property.

Special Needs Owner-Occupied Households: Assistance is in the form of a 5 year, 0% interest deferred loan, written down each year.

The City is a recipient of Federal Neighborhood Stabilization Program (NSP) funds. The City will utilize NSP funds for purchase assistance activities of foreclosed properties until exhausted. The terms of the NSP program are more restrictive than the City's regular SHIP program. Chapter 67-37.007 (12) F.A.C. provides that "any units receiving assistance from SHIP and other federal, State or local programs shall be required to comply with any requirements specified by the other program in addition to SHIP Program requirements.

In the event both programs have restrictions on the same issue, the more restrictive regulation shall take precedence. If one program is silent on an issue, the program with a regulation on the issue shall apply."

f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as described in section I. (I) of this plan.

Applications must be 100% complete to be certified eligible for the program. Additional information may be requested upon review of application to determine program eligibility.

Applicants will be required to sign program disclosures, including a conflict of interest disclosure prior to completing application or the application being processed.

The applicant must be a first-time homebuyer. A first-time homebuyer is defined as one that has never owned a home, or one that has not owned a home within the last three years, a single parent with children under the age of 18 who has recently been divorced and displaced, a displaced victim of domestic abuse, or a person displaced as a result of a governmental action. Residents displaced from mobile home parks seeking to purchase a non mobile home unit will also be considered first-time homebuyers.

Applicants must not own any other property used for residential purposes, and the home to be purchased must be located within the City limits. Applicant must use the mortgage programs offered by the mortgage providers in the City's lenders consortium.

Applicants are responsible for the upfront fee associated with the credit report in the form of a money order.

g. Sponsor/Developer Selection Criteria: The City of Miramar utilizes a lender's consortium. The opportunity for lenders to participate in the program is open periodically to interested lenders. Lenders must adhere to the guidelines for participating in the program.

h. Additional Information: Applicants must secure a first mortgage by an approved lender.

The applicant must contribute a minimum of 1% of the sales price (including pre-plaids) towards the purchase of the home. The Purchase Assistance Program cannot be utilized when the seller of the property is providing the financing for the mortgage. Funds may be leveraged with Broward County, HOME, CDBG or other purchase assistance related activities. In the case where bond or County assistance is being provided in conjunction with the City's SHIP funds, the City will take no less third position in the transaction.

To qualify under the construction set-aside requirement for SHIP, files shall be documented using one of the following ways:

- Evidence of repairs or affidavit and/or receipt from sellers that repairs were conducted within 12 months prior to sale of home.
- Evidence of repairs completed from inspection reports. Funds will be held in escrow or leveraged from CBDG. Once repairs are completed and inspected, contractor will submit invoice for payment and repairs will be made. Repairs will be completed by pre-screened contractors or general contractors in the contractor's pool.

C.

Emergency Repair	*Code 6,11*

a. Summary of Strategy: Funds will be awarded to applicants in need of rehabilitation of their home related to a dire situation that needs to be mitigated immediately. This includes: damaged roofing that is leaking, damaged windows causing exposure to the elements, or electrical or plumbing problems that could cause damage (fire) to the home or is an immediate health hazard to the occupants. This strategy will only be used for an applicant who has applied for, but will not receive assistance through the owner occupied rehabilitation strategy within the next three months. When an applicant is assisted with emergency repairs, they will not lose their place on the rehabilitation waiting list, if one exists. However, the amount of funds expended for the emergency repairs will be counted towards the maximum award if the applicant receives subsequent assistance through the rehabilitation strategy. Funds may also be awarded to pay insurance deductibles for any emergency repairs covered by the homeowner's policy.

b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019

c. Income Categories to be served: Very-low, low and Moderate

d. Maximum award: $25,000

e. Terms:

1. Loan/grant: Funds will be awarded as a forgivable loan secured by a recorded subordinate mortgage and note.

2. Interest Rate: 0%

3. Term: 5 years

4. Forgiveness/Repayment: The loan is forgivable in its entirety at the end of (5) years from the recordation date of mortgage and note. There will be no yearly write-down of the loan. Full repayment of the loan is due if the home is sold, title is transferred or conveyed, or the home ceases to be the primary residence of the owner during the five (5) year occupancy period.

5. Default/Recapture: Projects under $5,000 may be granted and will not require the signing or recordation of the program's mortgage and note.

   The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

   In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

   In the event of default where there is failure to make required payments on a loan secured by a first mortgage which leads to foreclosure and/or loss of property ownership, the City may foreclose to recover funds made available for assistance which is secured by mortgage and note on the property.

   Special Needs Owner-Occupied Households: Assistance is in the form of a 5 year, 0% interest deferred loan, written down each year.

f. Recipient Selection Criteria: Applications must be 100% complete to be certified eligible for the program. Additional information may be requested upon review of application to determine program eligibility.

Property must be owner occupied. Verification of ownership, income, homeowners insurance, flood insurance (if required) and payment of property taxes will be conducted to determine eligibility. A warranty deed, or quit claim deed will be utilized to verify ownership and primary residences should maintain homestead exemption. Life Estates also qualify. Hazard and flood insurance should be in place at time of award and be maintained as long as first and/or second mortgage remains on property. If a property is not required to have flood insurance then the file will be documented that flood insurance is not required. In the event property is not insured

and there is a severe case of hardship by household to maintain insurance and repairs are needed to eliminate substandard, code, health and safety issue, the Community & Economic Development Director or his designee may waive insurance requirements, as long as project is not leveraged with Federal funds, where flood insurance is required.

Hardship is defined as:

1) Condition of property makes it uninsurable

or

2) At time of application household had no insurance and housing and insurance expenses exceed 50% of a fixed income household.

Program is not credit driven and credit reports will not be reviewed to determine eligibility for assistance.

Mortgage must be current and will be verified with mortgage statement or third party - verification of mortgage.

Title searches will be conducted. There must be evidence that there is no pending foreclosure on the property.

The property's assessed value must not exceed the value noted in the plan for new and existing homes. The current assessed value indicated on Broward County Property Appraiser's website shall be used to determine the value of the property after SHIP is provided.

Applicants will be required to sign program disclosures, including a conflict of interest disclosure prior to completing application or the application being processed.

g. Sponsor/Developer Selection Criteria: Eligible contractors will be selected through a bid process to perform repairs under this program. Non construction related services will be selected through a bid process or other process in compliance with the City's procurement policies. The selection will be based on certification, experience, past performance and financial stability to perform services. Preference will be given to eligible contractors that employ personnel from Welfare Transition Program.

The City or City's consultant will maintain a contractor pool in which it openly recruits contractors to participate in the program after pre-screening. All contractors must be licensed with the State of Florida, Department of Business and Professional Regulation and be in good standing with local licensing requirements. Contractors must not appear on the Federal government's Excluded Parties List prior to the award of any contract.

The City conducts outreach to encourage the participation of Minority and Women Owned enterprises in its housing assistance programs.

Only contractors who have been pre-screened will be allowed to bid on the housing

rehabilitation projects. Prior to bidding on the project, contractors must visit each property. The program prohibits contractors from working on the properties of persons they are related to or where other potential conflict of interests may exist.

In instances, where a General Contractor is needed to complete repairs such as roof only, plumbing only, or shutters only, the bid quotes from pre-screened contractors will be solicited to make necessary repairs/improvements. Where a General Contractor is not needed, the services of a licensed contractor able to perform the services will be utilized.

h. Additional Information: An applicant requesting an emergency repair will be required to:
   1. Allow the rehabilitation specialist to access the home for an inspection to determine the need for the repair.
   2. Provide proof of homeowner's insurance policy and any proof whether or not the insurance will cover any part of the repair.

D.

Foreclosure Prevention	*Code 7*

a. Summary of Strategy: The Foreclosure Prevention Program provides qualified homeowners the opportunity to avoid foreclosures and retain their homes. The program is designed to assist households that need immediate financial assistance to either stop their homes from being foreclosed, sold for non-payment of taxes, or protect it if it is damaged. Funds will be provided as a deferred loan to eligible homeowners to assist them in bringing current their first and/or subordinate mortgage payments (Principal, Interest, Taxes and Insurance) Attorneys Fees, Late Fees, HOA, Assessments, and other customary fees. Evidence that mortgage or fee is no less than 30 days late is required and evidenced by current mortgage statement or applicable statement.

b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019

c. Income Categories to be served: Very-Low, Low and Moderate

d. Maximum award: $10,000

e. Terms:
   1. Loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note
   2. Interest Rate: 0%
   3. Term: 10 years
   4. Forgiveness/Repayment: The loan is forgivable in its entirety at the end of (10) ten years from the recordation date of mortgage and note. There will be no yearly write-down of the loan. Full repayment of the loan is due if the home is sold, title is transferred or conveyed, or the home ceases to be the primary residence of the owner during the ten (10) year occupancy period.

This is a one time assistance program and homeowners may not re-apply for this assistance, but may apply for assistance such as home repair/improvements if there is equity in property.

5. Default/Recapture: Projects under $5,000 may be granted and will not require the signing or recordation of the program's mortgage and note.

   The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

   In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

   In the event of default where there is failure to make required payments on a loan secured by a first mortgage which leads to foreclosure and/or loss of property ownership, the City may foreclose to recover funds made available for assistance which is secured by mortgage and note on the property.

   Special Needs Owner-Occupied Households: Assistance is in the form of a 5 year, 0% interest deferred loan, written down each year.

   This is a one time assistance program and homeowners may not re-apply for this assistance, but may apply for assistance such as home repair/improvements.

f. Recipient Selection Criteria: In addition to being selected on a first-qualified, first – served basis, all special needs households, as defined by Chapter 67-37.002(13), F.A.C will be given priority by income (very-low/low and moderate income) respectively. The applicant(s) must show their ability to continue to maintain their mortgage payment after assistance is given. The City will pay 100% of the delinquent mortgage amount – up to $10,000. If this is not enough to bring the situation current, the homeowner must pay the remainder to bring the situation current. Applicants must show the non payment of their mortgage is due to the following eligible reasons:

   1. Loss of Pay due to involuntary job loss;
   2. Divorce or separation which resulted in temporary loss of income;
   3. Death of a spouse which resulted in a temporary loss of income;
   4. Sudden unforeseen medical expenses; or
   5. Unforeseen emergency home repairs including condo/homeowner association assessments.
   6. Involuntarily loss of verifiable income from other sources (Temporary or permanent).

Applicant will be responsible for the fees associated with the credit report, title report and overnight courier. Applicant shall make payment for such fees in the form of a money order.

g. Sponsor/Developer Selection Criteria: Credit and Budget Counseling services will be offered through the same entity that provides the services for first time home buyer applicants. Another sponsor may be selected to provide these counseling services if deemed necessary. Sponsor will have to demonstrate capacity and experience.

h. Additional Information: Applicants may be required to apply to other foreclosure assistance programs (Hardest Hit Fund, Foreclosure Counseling Program) for assistance prior to being approved for assistance under this strategy.

The applicant must undergo budget/credit counseling from an approved credit counseling service. Priority will be given to persons who received prior down payment/purchase or rehabilitation assistance through the City's program.

E.

Disaster Mitigation	*Code 5,16*

a. Summary of Strategy: Funds will be awarded to applicants in need of home repairs directly caused by a disaster that is declared by an Executive Order of the President or Governor. Funds may be used for items such as, but not limited to, temporary rental assistance (up to 6 months), emergency interim repairs for eligible households to avoid further damage, tree and debris removal required to make the individual housing unit habitable, condos and homeowner's assessments for post disaster repair, post disaster assistance for eligible non-insured repairs and soft costs required to process assistance applications. This strategy will only be implemented in the event of a natural disaster using any funds that have not yet been encumbered.

Deductibles: In the event of a natural disaster, the City of Miramar is able to assist individual income eligible households with insurance deductibles for eligible disaster related damage up to $5,000. This form of assistance will occur only after the income eligible household applies to participate in the City's Residential Rehabilitation Program. Storm related property damage will be assessed and an estimate will be prepared by the City's inspector. Any expense in excess of the actual deductible is the responsibility of the homeowner. All other Residential Rehabilitation Program guidelines apply.

b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019

c. Income Categories to be served: Very-Low, Low and Moderate

d. Maximum award: $50,000

e. Terms:

1. Loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note

2. Interest Rate: 0%
3. Term: 10 years
4. Forgiveness/Repayment: The loan is forgivable in its entirety at the end of (10) ten years from the recordation date of mortgage and note. There will be no yearly write-down of the loan. Full repayment of the loan is due if the home is sold, title is transferred or conveyed, or the home ceases to be the primary residence of the owner during the ten (10) year occupancy period.

   This is a one time assistance program and homeowners may not re-apply for this assistance, but may apply for assistance such as home repair/improvements if there is equity in property.

5. Default/Recapture: Projects under $5,000 may be granted and will not require the signing or recordation of the program's mortgage and note.

   The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

   In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

   In the event of default where there is failure to make required payments on a loan secured by a first mortgage which leads to foreclosure and/or loss of property ownership, the City may foreclose to recover funds made available for assistance which is secured by mortgage and note on the property.

   Special Needs Owner-Occupied Households: Assistance is in the form of a 5 year, 0% interest deferred loan, written down each year.

   This is a one time assistance program and homeowners may not re-apply for this assistance, but may apply for assistance such as home repair/improvements if there is equity in property.

f. Recipient Selection Criteria: Eligible applicants will be selected from a national or state disaster registry on a first qualified and first served basis, within income groups. If no names are on the registry, applicants who request disaster mitigation assistance, will be assisted. Applications for disaster assistance will be given priority above others on a waiting list for other strategies. Eligibility will be performed on an expedited basis and may include alternative forms of documentation, such as current pay stubs and benefit letters, as well as oral verification of employment wages, other income, and assets.

Applicants will be assisted on a first-qualified, first-served basis with the following additional requirements:

1. Must provide proof of homeowner's insurance
2. Must file for and use proceeds from insurance as first option

g. Sponsor/Developer Selection Criteria: N/A

h. Additional Information: Funds will not be allocated to this strategy except in the case of a federal or state disaster. SHIP funds may leverage other federal and/or state emergency programs. The expenditure of funds must be for eligible activities as permitted by SHIP statute, rule and/or emergency rule as published by the Florida Housing Finance Corporation.

The Corporation shall disburse funds for disaster relief proportionately as provided in Section 420.9073(2)(b), F.S. Local governments may use unencumbered SHIP funds to carry out activities of disaster relief. Recipients of SHIP funds under a local government's disaster strategy shall be required to verify income by executing a Disaster Self Certification of Income Form (08/04), hereby adopted and incorporated by reference with an effective date of 1-30-05 or a local government's form that requires the same information. Pay check stubs and other forms of proof are required, if available. Other documentation required for SHIP income qualification may be waived if unavailable. The county or eligible municipality shall make every effort reasonable to insure that the recipients of SHIP funds are income qualified.

Funds for disaster mitigation will only be allocated from unencumbered funds or additional funds awarded through Florida Housing Finance Corporation for the disaster.

F.

Community Land Trust	*Codes 1,2,9*

a. Summary of Strategy: SHIP funds may be used to provide down payment assistance to buyers of newly constructed or existing community land trust homes. The down payment assistance will be used to write down the purchase price of the property. Home rehabilitation is also an eligible use, as needed when purchasing existing homes. Up to $50,000 may be spent to address health & safety concerns, fix code violations and increase energy efficiency.

b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019

c. Income Categories to be served: Very-Low, Low and Moderate

d. Maximum award: $50,000

e. Terms:

1. Loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note
2. Interest Rate: 0%.

3. Term: For a period not to exceed 30 years

4. Forgiveness/Repayment: Provided the home continues to be occupied by an income eligible household, the SHIP monies will not be subject to recapture upon resale.

5. Default/Recapture: In the event of default on the first mortgage or the terms of the ground lease, the Community Land Trust must notify the City of Miramar whether it intends to exercise its right of repurchase. In the event the CLT is not willing or able to exercise its right of repurchase, it shall transfer its right of repurchase to the City of Miramar, giving the City of Miramar the right, but not the obligation to foreclose.

   The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

   In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

   In the event of default where there is failure to make required payments on a loan secured by a first mortgage which leads to foreclosure and/or loss of property ownership, the City may foreclose to recover funds made available for assistance which is secured by mortgage and note on the property.

f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as described in section I. (I) of this plan.

First qualified, first served after completion of first time homebuyer class that contains a community land trust component. The recipient must be able to show and attest to a clear understanding of the difference between fee simple homeownership and community land trust homeownership. Also, the buyer must contribute to the closing costs.

Applications must be 100% complete to be certified eligible for the program. Additional information may be requested upon review of application to determine program eligibility.

Applicants will be required to sign program disclosures, including a conflict of interest disclosure prior to completing application or the application being processed.

The applicant must be a first-time homebuyer. A first-time homebuyer is defined as one that has never owned a home, or one that has not owned a home within the last three years, a single parent with children under the age of 18 who has recently been divorced and displaced, a displaced victim of domestic abuse, or a person displaced as a result of a governmental action. Residents displaced from mobile home parks

seeking to purchase a non mobile home unit will also be considered first-time homebuyers.

Applicants must not own any other property used for residential purposes, and the home to be purchased must be located within the City limits. Applicant must use the mortgage programs offered by the mortgage providers in the City's lenders consortium.

Applicants are responsible for the upfront fee associated with the credit report in the form of a money order.

g. Sponsor/Developer Selection Criteria: The SHIP funds may also be made available directly to a Community Land Trust serving the City of Miramar. In that event, the CLT shall follow the criteria in this SHIP strategy, but the CLT shall be operating as a sub-recipient, and not on behalf of the City. Include qualification system and selection criteria for applications for Awards to eligible sponsors Miramar will issue a Request for Qualifications to choose eligible Community Land Trusts as sub-recipients of SHIP purchase assistance.

h. Additional Information: Community Land Trusts are tax exempt nonprofit organizations that perform a charitable mission. They are key partners for increasing the stock of affordable homeownership without losing the subsidy that is provided to the income eligible household.

The Community Land Trust transfers title to the homebuyer but retains ownership of the land beneath the improvements. The CLT provides a 99 year ground lease for the use of the land to the homebuyer. A memorandum of that ground lease is recorded in the public records immediately following the deed. The terms of the ground lease restrict the resale of the property to an income eligible household and provide a right of repurchase to the CLT in the event of default.

The CLT has a stewardship role that continues in perpetuity to assure that the CLT home remains in the City's affordable housing stock. The monies provided to the community land trust homebuyer are used to write down the purchase price of the home. By taking the cost of the land out of the purchase price and by further writing down the purchase price in an amount equal to the SHIP funds provided by the City, the cost of the home is significantly reduced, creating an affordable opportunity for homeownership for the first family who purchases and for each family that purchases thereafter. The stewardship role of the CLT, its mission, and its vested interest in the property by virtue of retaining ownership of the land provides a safety net for the homeowner and substantially decreases the risk of foreclosure compared to fee simple ownership.

The Florida Legislature has recognized the public benefit of community land trusts in creating permanent affordability by providing direction in regard to assessment for real property taxes in Section 193.018, Florida Statues, which requires the assessment to consider the resale restricted value of the community land trust home.

G.

a. Summary of Strategy: This construction strategy is designed to promote the acquisition or construction of affordable housing for home ownership opportunities. Funds will be provided as deferred or low interest loans to support the acquisition and rehabilitation, replacement, or the new construction of single-family housing, or the single-family housing portion of a mixed use facility. The strategy is also designed to promote infill housing, green housing, and mixed income projects/neighborhoods for homeownership opportunities. For profit and non-profit developers will be requested to submit proposals to provide housing that conforms with the City's RFP, neighborhood redevelopment plans and comprehensive plan.

Funds may be used as a match for U.S. Department of Housing and Urban Development's HOME program and various other programs offered by the federal government and the State of Florida to develop affordable housing.

Eligible expenses will include construction hard costs and soft costs necessary to rehabilitate or construct the project. This includes cost of land, cost to acquire structure and land, demolition cost, professional service fees such as environmental phase 1, engineering, survey, appraisal, architectural and interest buy downs.

Also allowed are infrastructure directly related to the project, including streets, roadways, parking, sidewalks, pathways, storm drainage, water, sewer and sanitary systems, sewer connections, hydrants, meters, utilities and utility easements for telephone, cable, electric lines, and right-of-ways and other acceptable fees.

Soft costs include plat reviews, plat reviews, recording fees, permits, environmental reviews and impact studies, land use amendment reviews and other acceptable fees. The strategy also allows for impact fees.

b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019

c. Income Categories to be served: Very-low, Low and Moderate

d. Maximum award: $120,000

e. Terms

1. Loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.

2. Interest Rate: 0%

3. Term: The Terms of the City's assistance to a developer for single family acquisition/rehabilitations, replacement, or new construction for homeownership developments will vary from project to project, depending on the economics of the development. Funding will be in the form of a 0% interest deferred loan for a period not to exceed 30 years.

4. Forgiveness/Repayment: N/A

5. Default/Recapture: Loans provided to developers for single family housing constructed, rehabilitated, or otherwise assisted under this strategy must be reserved for eligible persons and include deed restrictions for long term affordability for no less that 15 years or the term of the assistance, whichever period is longer. As units are sold to eligible households, the end user will be responsible for securing a mortgage from a first lender. End users may be eligible for purchase assistance through the City's purchase assistance program. Home sales prices may not exceed the maximum sales price noted in this plan.

   Where single-family units being constructed to be affordable housing for household incomes at 120% area median or less, make up more than 50% of the development project, assistance will be in the form of a deferred loan if economically feasible to the City's program. If units account for less than 50%, assistance may be in the form of a low interest loan. If a single unit is being constructed (such as an infill house) then the assistance will be in the form a deferred loan. Assistance will be provided only for the portion of units occupied by households at 120% or below AMI. In the RFP process, the City will review the overall project to determine if a deferred payment loan or low interest loan will be provided.

   Default terms for not meeting program requirements shall be immediate repayment to the City trust account if the developer fails to meet the terms of the deferred payment loan, low interest loan, or fails to meet the program timeline for expenditure or having an eligible applicant occupying eligible housing. Default terms shall be described in mortgage and promissory note securing property.

f. Recipient Selection Criteria: For rehabilitated and new construction homeownership units, assistance will be provided on a first qualified, first served basis. However, program will be open to all eligible households to create inclusive communities. Applicant must use the mortgage programs offered by the mortgage providers in the City's lenders consortium.

g. Sponsor/Developer Selection Criteria: Request for proposals and competitive procurement process will be utilized to select a sponsor to implement these projects. Characteristics in determining the sponsor may include, but not be limited to:

   1. Capacity and capability to carry-out project
   2. Scale of Project/Utilization of Density Bonuses
   3. Experience in completing similar projects
   4. Use of personnel from Wages and Workforce Development programs.
   5. Leveraging.
   6. Site control.
   7. Neighborhood compatibility/Compatibility with Area Redevelopment Plan
   8. Creation of Mixed Income Communities.
   9. Recapture provisions.
   10. Incorporation of Partnerships with Local Employers, Institutions, Hospitals and Schools.
   11. Incorporation of Transit-Oriented Design/Proximity to State Road 7 Corridor.

12. Attractiveness of design
13. Multistory buildings must have elevators and be ADA Compliant.
14. Use of green building techniques.

h. Additional Information: Acquisition-Rehabilitation and New Construction related strategies in which assistance will be provided to a private or non-profit developer will be expected to demonstrate that the project(s) are affordable to low and moderate income households, meaning that no more than 30% of the household's income should go towards housing related expenses. Developer assisted projects that demonstrate affordability to low and moderate income households, using the definition above, will be considered for SHIP funding assistance. These projects shall receive priority consideration for funding.

The purchase price limit that is established by the U.S. Treasury Department is not to be misconstrued as the target price for affordable housing in the City of Miramar.

Developers receiving assistance from both SHIP and the Low-Income Rental Housing Tax Credit (LIHTC) Program shall be required to comply with the income, affordability and other LIHTC requirements. Similarly, any units receiving assistance from SHIP and other federal, State or local programs shall be required to comply with any requirements specified by the other program in addition to SHIP program requirements. In the event both programs have restrictions on the same issue, the more restrictive regulation shall take precedence. If one program is silent on an issue, the program with a regulation on the issue shall apply. 67-37.007(12) F.A.C.

H.

SECURITY AND/OR UTILTIY DEPOSITS	*Codes 23,18*

a. Summary of Strategy: The City of Miramar may provide upfront financial assistance for households to obtain quality, safe, decent and affordable rental housing. The families must have the income to afford the monthly rental payments. Income guidelines provided by the State will be used to determine income eligibility. The City may pay for such items as first month's rent, security deposit, utility connection/start-ups, up to a maximum of $4,500. Assistance will be applied toward ***non refundable costs only***.

On-going rental assistance is not permitted under the SHIP program. Assistance will be limited to a one time grant not to exceed $4,500 per household.

b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019

c. Income Categories to be served: Very-Low, Low and Moderate

d. Maximum award: $4,500

e. Terms:
1. Loan/grant: Grant

2. Interest Rate: 0%.

3. Term: N/A

4. Forgiveness/Repayment: N/A

5. Default/Recapture: Assistance will not be secured by a mortgage promissory note because this is non owner-occupied assistance. For this program, the person is assisted, not the unit, however funds will not be given directly to applicant.

f. Recipient Selection Criteria: Applications will be processed in the order in which they are received. Applicant must be very low to moderate income, (priority given to very low income households and special needs households, as defined by Chapter 67-37.002(13), F.A.C. Priority will be given to those individuals who are homeless or at risk of homelessness because of the inability to pay the rental deposit (including first and last month rent). The lease must be for at least one year. Assistance will be provided one time only.

Applicants for eviction protection must meet the following criteria, be very low to moderate income and must be in danger of being evicted from their rental dwelling unit because of late or non-payment due to:

1) Loss of Pay due to involuntary job loss.
2) Divorce or separation which resulted in temporary loss of income.
3) Death of a spouse which resulted in a temporary loss of income
4) Sudden unforeseen medical expenses or
5) Involuntarily loss of verifiable income from other sources (Temporary or permanent).

Applicants must show that they have the ability to pay the rent after the City's assistance is given without further assistance. Eligibility will be performed on an expedited basis and may include alternative forms of documentation, such as current pay stubs and benefit letters, as well as oral verification of employment wages, other income, and assets. Assistance shall be provided on a first-qualified, first-served basis. Assistance is limited to a one-time award.

g. Sponsor/Developer Selection Criteria: This Program will be administered by the City of Miramar Community & Economic Development Department and City's consultant, with the assistance of the City Community Outreach Program or an Eligible Sponsor if the City decides to use a sponsor to carry-out this program.

h. Additional Information: Rent limits will apply.

2. Name of Strategy: Allowance of Flexibility in Densities for Affordable Housing
Subject to City Commission approval of proposed amendments to the City's Land Development Code, the City may provide for the allowance of flexibility in densities for affordable housing. The City provides guidelines for flexibility in the zoning criteria to increase density for affordable housing.

Established Policy and Procedures: Provide Description

The Housing Element (Policy 6.3.c) of the City's Comprehensive Plan states: "Ensure residential land is available on the Future Land Use Map at adequate densities of five (5) to fifteen (15) dwelling units per acre to support affordable housing development."

In May 2006, Broward County adopted a new policy to its Land Use Plan providing for affordable housing density bonuses that all cities in the County can use regardless of whether the provisions are incorporated into their local land use elements.

The City's Future Land Use Map includes residential densities ranging from 5 dwelling units per acre to 25 dwelling units per acre. These densities exist city-wide and account for 60% of the total acreage with a residential land use category.

In the event that there is a desire to add additional land within these densities, the City would have to adopt a land use plan amendment

Beyond the land use plan map, the City has adopted zoning regulations that help support this incentive: a Traditional Neighborhood Design (TND) district and the State Road 7/U.S. 441 overlay zoning and the Transit Oriented Corridor District. All of these are examples of form-based zoning that are intended to promote compact, mixed use development through the use of flexible design standards and guidelines. The Mirabella development is zoned TND and had some affordable units that expired after 5 years of initial ownership.

3. Name of Strategy: Allowance of Flexible Lot Configurations
Subject to City Commission approval, the City may provide for the allowance of flexible lot configurations for affordable housing.

Established Policy and Procedures: Provide Description

Historically, flexible configurations were provided through the City's Planned Unit Developments (PUDs) such as Huntington, Bluegrass Lakes, Renaissance, and Silver Lakes; however, PUD zoning no longer exists. Under current zoning, most of the residential zoning districts provide for regular configurations, except for the RS-7 district, which allows zero lot line development (found in the Monarch Lakes, Nautica, and Silver Shores developments). The City's variance process is also available, but the hardship test is currently not financially-based and is traditionally not a basis for granting a variance.

The City's Traditional Neighborhood Development District (TND) and State Road 7 Overlay District are examples of form-based zoning that are intended to promote compact, mixed use development through the use of flexible design standards and guidelines. The Mirabella development is zoned TND and had some affordable units that expired after 5 years of initial ownership. It's anticipated that the RS-7, TND, and SR 7 Overlay districts will remain in effect and available for use as relates to this incentive. Various PUDs and

developments containing RS-7 zoning as well as individual setback variances for room additions to existing homes have been granted.

The Miramar Town Center is zoned TND and has the potential to include affordable units in its development mix. Also, the Transit Oriented Corridor Zoning District (TOCD) is the City's newest form-based zoning that, like the TND and SR-7 overlay districts, provides for development flexibility.

4. Name of Strategy: Modifications of Street Requirements for Affordable Housing
For affordable housing projects, the City of Miramar may entertain on a case by-case basis modifications or variance requests to the existing code for street requirements.

There is no existing policy on this incentive. The City's TND zoning district contains street design standards that are different from the City's normal standards because of the intent to create compact development. This could have an effect on housing affordability (e.g., Mirabella development). For affordable housing projects, on a case-by-case basis, modifications or variance requests to the existing code for street requirements will be reviewed.

Like the TND zoning district, the Transit Oriented Corridor Zoning District (TOCD) contains street design standards that differ from the City's normal requirements for the same reason. Note also that reduced width streets using swales for drainage requires diligent maintenance.

5. Name of Strategy: Preparation of a Printed Inventory of Locally Owned Public Lands Suitable for Affordable Housing.
The City has implemented this strategy as its State requirement to maintain a printed inventory of locally owned public lands suitable for affordable housing.

Established Policy and Procedure: Provide Description
All City owned properties have been mapped. This inventory map will be maintained and updated as required.

City-owned properties consist of parks, open space, roads, utility areas and facilities, and municipal facilities. With the exception of 2 undeveloped future parks sites totaling 34 acres, these properties are not available and/or are unsuitable for affordable housing. Very limited potential for this incentive.

6. Name of Strategy: Support Of Development Near Transportation Hubs And Major Employment Centers And Mixed-Use Development

The City supports development near transportation hubs and major employment centers and mixed use development and implements this strategy in accordance with existing policies.

Established Policy and Procedure: Provide Description

The Future Land Use (Objective 4) and Transportation Elements (Policy 1.8) of the City's Comprehensive Plan establish that the City coordinates land uses with the transportation system.

The City's Traditional Neighborhood Development District (TND) and State Road 7

Overlay District are examples of form-based zoning that are intended to promote compact, mixed use development through the use of flexible design standards and guidelines.

The Mirabella development is zoned TND and had dome affordable units that expired after 5 years of initial ownership. The City's Town Center development is also a TND and is a transportation hub for the City's bus routes.

The City has adopted a Transit Oriented Corridor (TOC) land use category along and near the State Road 7/U.S. 441 corridor that will specifically provides for higher density, mixed use development along the County's busiest bus route.

The Transit Oriented Corridor Zoning District (TOCD) has been adopted to implement the TOC land use, reinforcing the City's efforts to achieve this objective.

IV. EXHIBITS:

A. Administrative Budget for each fiscal year covered in the Plan
B. Timeline for Estimated Encumbrance and Expenditure
C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan
D. Signed LHAP Certification
E. Signed, dated, witnessed or attested adopting resolution
F. Ordinance: (If changed from the original creating ordinance)
G. Interlocal Agreement (If applicable)
H. Other Documents Incorporated by Reference (If applicable)

Exhibit A

ADMINISTRATIVE BUDGET FOR EACH FISCAL YEAR

LHAP 2009-001
Exhibit A
Revised: 6/2015

CITY OF MIRAMAR

Fiscal Year: 2016-2017			
Estimated Allocation for Calculating:	$	61,506.00	
Salaries and Benefits	$	55,006.00	
Office Supplies and Equipment	$	3,000.00	
Travel Per diem Workshops, etc.	$	2,500.00	
Advertising	$	1,000.00	
Other*	$	-	
Total	$	61,506.00	1
Fiscal Year: 2017-2018			
Estimated Allocation for Calculating:	$	61,506.00	
Salaries and Benefits	$	55,006.00	
Office Supplies and Equipment	$	3,000.00	
Travel Per diem Workshops, etc.	$	2,500.00	
Advertising	$	1,000.00	
Other*	$	-	
Total	$	61,506.00	1
Fiscal Year 2018-2019			
Estimated Allocation for Calculating:	$	61,506.00	
Salaries and Benefits	$	55,006.00	
Office Supplies and Equipment	$	3,000.00	
Travel Per diem Workshops, etc.	$	2,500.00	
Advertising	$	1,000.00	
Other*	$	-	
Total	$	61,506.00	1

*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of adminsitrative costs are not to be included here, but must be detailed in the LHAP main document.
Details:

Exhibit B
Timeline for SHIP Expenditures

CITY OF MIRAMAR _____ affirms that funds allocated for these fiscal years will
(local government)
meet the following deadlines:

Fiscal Year	Encumbered	Expended	1st Year AR	2nd Year AR	Closeout AR
2016-2017	6/30/2018	6/30/2019	9/15/2017	9/15/2018	9/15/2019
2017-2018	6/30/2019	6/30/2020	9/15/2018	9/15/2019	9/15/2020
2018-2019	6/30/2020	6/30/2021	9/15/2019	9/15/2020	9/15/2021

If funds allocated for these fiscal years is not anticipated to meet any of the deadlines in the table above, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Encumbered	Funds Not Expended	1st Year AR Not Submitted	2nd Year AR Not Submitted	Closeout AR Not Submitted
2016-2017	3/30/2018	3/30/2019	6/15/2017	6/15/2018	6/15/2019
2017-2018	3/30/2019	3/30/2020	6/15/2018	6/15/2019	6/15/2020
2018-2019	3/30/2020	3/30/2021	6/15/2019	6/15/2020	6/15/2021

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to robert.dearduff@floridahousing.org and terry.auringer@floridahousing.org **and include:**

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email terry.auringer@floridahousing.org *when you are ready to "submit" the AR.*

Other Key Deadlines:

AHAC reports are due for each local government by **December 31** of the year prior to the local government's LHAP being submitted. Local governments receiving the minimum or less allocation are not required to report.

Exhibit C

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2016-2017

Please check applicable box	
New Plan:	X
Amendment:	
Fiscal Yr. Closeout:	2019

Name of Local Government: CITY OF MIRAMAR

Allocation: $615,060.00

Strategy # From Plan Text	Code	HOME OWNERSHIP STRATEGIES (strategy title must be same as the title used in plan text.	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	A New Construction SHIP Dollars	B Rehab/Repair SHIP Dollars	C Without Construction SHIP Dollars	D Total SHIP Dollars	E Total Percentage	F Total Units
	3	OWNER OCCUPIED REHABILITATION	3	$50,000	3	$50,000	0	$50,000		$293,554.00		$293,554.00	47.73%	6
	1	PURCHASE ASSISTANCE WITH REHAB	1	$50,000	3	$40,000	1	$30,000	$50,000.00	$150,000.00		$200,000.00	32.52%	5
	7	FORECLOSURE PREVENTION	0	$10,000	0	$10,000	0	$10,000				$0.00	0.00%	0
	5	DISASTER REPAIR/MITIGATION	0	$50,000	0	$50,000	0	$50,000				$0.00	0.00%	0
	9	ACQUISITION/REHABILITATION	0	$120,000	0	$120,000	0	$120,000				$0.00	0.00%	0
	6	EMERGENCY REPAIR	1	$25,000	1	$25,000	0	$25,000		$50,000.00		$50,000.00	8.13%	2
		COMMUNITY LAND TRUST	0	$50,000	0	$50,000	0	$50,000				$0.00	0.00%	0
												$0.00	0.00%	0
		Subtotal 1 (Home Ownership)	5		7		1		$50,000.00	$493,554.00	$0.00	$543,554.00	88.37%	13

	Code	RENTAL STRATEGIES	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
	23	SECURITY AND/OR UTILITY DEPOSITS	0	$4,500	0	$4,500	0	$4,500				$0.00	0.00%	0
												$0.00	0.00%	0
												$0.00	0.00%	0
												$0.00	0.00%	0
												$0.00	0.00%	0
		Subtotal 2 (Non-Home Ownership)	0		0		0		$0.00	$0.00	$0.00	$0.00	0.00%	0
		Administration Fees										$61,506.00	10.00%	
		Admin. From Program Income											0.00%	
		Home Ownership Counseling										$10,000.00	1.63%	
		GRAND TOTAL Add Subtotals 1 & 2, plus all Admin. & H	5		7		1		$50,000.00	$493,554.00	$0.00	$615,060.00	100.00%	13

Percentage Construction/Rehab	Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.	88%	
Maximum Allowable			
Purchase Price:	New	$329,269	Existing $329,269

Allocation Breakdown	Amount	%
Very-Low Income	$225,000.00	36.6%
Low Income	$245,000.00	39.8%
Moderate Income	$80,000.00	13.0%
TOTAL		89.4%

Projected Program Income:	$0.00	Max Amount Program Income For Admin	$0.00
Projected Recaptured Funds:	$0.00		
Distribution:	$615,060.00		
Total Available Funds:	$615,060.00		

67-37.005(1), F.A.C.
Effective Date: 10/14

CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Local Government: CITY OF MIRAMAR

(1) The local government will advertise the availability of SHIP funds pursuant to Florida Statutes.

(2) All SHIP funds will be expended in a manner which will insure that there will be no discrimination on the basis of race, creed, religion, color, age, sex, familial or marital status, handicap, or national origin.

(3) A process for selection of recipients for funds has been developed.

(4) The eligible municipality or county has developed a qualification system for applications for awards.

(5) Recipients of funds will be required to contractually commit to program guidelines.

(6) The Florida Housing Finance Corporation will be notified promptly if the local government (or interlocal entity) will be unable to comply with the provisions the plan.

(7) The Local Housing Assistance Plan shall provide for the expenditure of SHIP funds within 24 months following the end of the State fiscal year in which they are received.

(8) The plan conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the Local Housing Assistance Plan.

(9) Amendments to the approved Local Housing Assistance Plan shall be provided to the Corporation within 21 days after adoption.

(10) The trust fund shall be established with a qualified depository for all SHIP funds as well as moneys generated from activities such as interest earned on loans.

(11) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

(12) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements, copies of the audits will be forwarded to the Corporation as soon as available.

13) An interlocal entity shall have its local housing assistance trust fund separately audited for each state fiscal year, and the audit forwarded to the Corporation as soon as possible.

(14) SHIP funds will not be pledged for debt service on bonds or as rent subsidies.

(15) Developers receiving assistance from both SHIP and the Low Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.

(16) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to service eligible persons.

(17) Rental Units constructed or rehabilitated with SHIP funds shall be monitored at least annually for 15 years for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e)

(18) The Plan meets the requirements of Section 420-907-9079 FS, and Rule Chapter 67-37 FAC, and how each of those requirements shall be met.

(19) The provisions of Chapter 83-220, Laws of Florida ____***has*** *or* __*X*__ ***has not*** been implemented. **(note: Miami Dade County will check "has")**

_____ _____
Witness Chief Elected Official or designee

_____ _____
Witness Type Name and Title

_____
Date

OR

_____
Attest:
(Seal)

Attachment 1

Public Notice
City of Miramar
State Housing Initiatives Partnership (SHIP)
Local Housing Assistance Plan (LHAP)
For Fiscal Years 2016-2017, 2017-2018 and 2018-2019

February 7, 2016

Notice is hereby given by the City of Miramar that the State Housing Initiatives Partnership Local Housing Assistance Plan (SHIP LHAP) for Fiscal Years 2016-2017, 2017-2018 and 2018-2019 has been drafted and will be available to the public for review and comments between February 8, 2016 and March 9, 2016.

The purpose of the Plan is to set forth strategies to increase the delivery of affordable housing within the City of Miramar pursuant to Section 420,907-9079, Florida Statutes and Rule Chapter 67-37, Florida Administrative Code.

Public Comment

Citizens are encouraged to review the Draft 2016-2017, 2017-2018 and 2018-2019 Local Housing Assistance Plan (LHAP) and provide comment. Copies of the Draft 2016-2017, 2017-2018 and 2018-2019 LHAP are available for review and comment during the 30-day comment period commencing February 8, 2016 and ending March 9, 2016. The documents are available at the Office of the City Clerk located at Miramar City Hall, 2300 Civic Center Place, Miramar, Florida and the Community & Economic Development Department located at 2200 Civic Center Place Miramar, Florida 33025 between the hours of 7:00 A.M. and 6:00 P.M., Monday – Thursday.

Prior to adoption, the City of Miramar Commission will hold a Public Hearing on the proposed 2016-2017, 2017-2018 and 2018-2019 LHAP on March 23, 2016 at 7:00 p.m. in the Commission Chambers at City Hall, located at 2300 Civic Center Place, Miramar, Florida. Interested parties are encouraged to attend and participate.

For additional information regarding the proposed activities, please contact the Community & Economic Development Department at (954) 602-3265.

In accordance with the Americans with Disabilities Act and Florida Statutes 286.26, persons with disabilities needing special accommodations to participate in this hearing should contact the Office of the City Clerk at least 48-hours prior to the hearing at (954) 602-3011 for assistance.

City of Miramar
Denise A. Gibbs, CMC
City Clerk

8.
QUASI-JUDICIAL
March 23, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: March 23, 2016

Second Reading Date: N/A

Presenter's Name and Title: Eric Silva, Director, on behalf of Community and Economic Development Department

Temp Reso Number: 5997

Item Description: Temp. Reso. No. 5997, CONSIDERING APPLICATION NO. 1505794, SITE PLAN APPROVAL FOR MPC30, A 71,466 SQUARE FOOT WAREHOUSE DISTRIBUTION BUILDING, TO BE LOCATED ON A 9.22-ACRE VACANT LOT AT THE NORTHWEST CORNER OF EXECUTIVE WAY AND MIRAMAR PARKWAY WITHIN MIRAMAR PARK OF COMMERCE PHASE III. (Community and Economic Development Director Eric Silva)

Consent ☐ Resolution ☒ Ordinance ☐ Quasi-Judicial☒ Public Hearing ☐

Summary Explanation and Background: The Applicant seeks site plan approval for a 71,466 square foot warehouse distribution building, located on a 9.22-acre lot.

Instructions for the Office of the City Clerk:

Public Notice – As Required by Sec. of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on , in a ad in the ; by posting the property on March 9, 2016 and/or by sending mailed notice to property owners within 1,000 feet of the property on March 9, 2016. (Fill in all that apply)

Special Voting Requirement – As required by Sec. , of the City Code and/or Sec. Florida Statutes, approval of this item requires a (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☐ No ☒

REMARKS:

Content:
- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR No. 5997**
- **Exhibit(s)**
  - **Exhibit A**
- **Attachment(s)**
  - **Attachment 1: Location Map and Aerial View**
  - **Attachment 2: Project Plans**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Eric Silva, Director of Community & Economic Development

DATE: February 17, 2016

RE: Temp. Reso. No. 5997, Application No. 1505794, site plan approval for MPC30, a 71,466 square foot warehouse distribution building, to be located on a 9.22-acre vacant lot at the northwest corner of Executive Way and Miramar Parkway within Miramar Park of Commerce Phase III.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5997, Application No. 1505794, site plan approval for MPC30, with the following condition:

> All applicable state and federal permits must be obtained before commencement of the development subject to this approval.

ISSUE: City Commission approval is required for the site planning of property within the City.

BACKGROUND: The property (approximately 9.22 acres) has a Planned Industrial Development ("PID") zoning district and Regional Activity Center ("RAC") land use designation and is surrounded to the north, east, south, and west by PID zoning.

Pursuant to Resolution No. 98-249, Miramar Park of Commerce Phase III is exempt from the requirement for formal Community Appearance Board ("CAB") review; however, the applicant, Sunbeam Development Corporation, has worked with staff over the years to develop an architectural standard, color and landscaping palette consistent with the City's established design standards.

The Development Review Committee recommended approval of this site plan on February 11, 2016.

Temp. Reso. No. 5997
2/16/16
3/14/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, CONSIDERING APPLICATION NO. 1505794, SITE PLAN APPROVAL FOR MPC30, A 71,466 SQUARE FOOT WAREHOUSE DISTRIBUTION BUILDING, TO BE LOCATED ON A 9.22-ACRE VACANT LOT AT THE NORTHWEST CORNER OF EXECUTIVE WAY AND MIRAMAR PARKWAY WITHIN MIRAMAR PARK OF COMMERCE PHASE III; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Sunbeam Development Corporation, an Indiana Corporation, has submitted Application No. 1505794, for site plan review as provided for in Section 511 of the Land Development Code ("LDC"), for property generally located West of Executive Way and North of Miramar Parkway; and

WHEREAS, pursuant to Section 511.6 of the LDC, the Development Review Committee ("DRC") evaluated the site plan application and has made a determination that the site plan is in substantial conformance with the applicable requirements, including those set forth in Sections 511.4 and 511.6 of the LDC; and

WHEREAS, the applicant has complied with the courtesy notice requirements of Section 501.11 of the LDC; and

WHEREAS, the City Manager recommends approval; and

WHEREAS, the City Commission finds that the approval of the site plan is in the best interest of the citizens and residents of the City of Miramar.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That it finds that the site plan application for MPC30 is in substantial compliance with the requirements of Section 511 of the Land Development Code.

Section 3: That it hereby approves Application No. 15015794, Site Plan for MPC30, which Site Plan is described more fully in the attached Exhibit "A", as recommended for approval by the DRC on February 11, 2016.

Section 4: That the following condition shall apply to this approval:

1. All applicable state and federal permits must be obtained before commencement of the development subject to this approval.

Section 5: That issuance of this approval by the City does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the approval if the applicant fails to obtain the requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in the violation of state or federal law. All applicable state and federal permits must be obtained before commencement of the development. This condition is included pursuant to Section 166.033, Florida Statutes, as amended.

Section 6: That failure to adhere to the approval terms and conditions contained in this Resolution shall be considered a violation of this Resolution and the City Code, and persons found violating this Resolution shall be subject to the penalties prescribed by the City Code, including but not limited to the revocation of any of the approval(s) granted in this Resolution and any other approvals conditioned on this approval. The applicant understands and acknowledges that it must comply with all other applicable requirements of the City Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the City at any time upon a determination that the applicant is in non-compliance with the City Code.

Temp. Reso. No. 5997
2/16/16
3/14/16

Section 7: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

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

_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

EXHIBIT A

The Site Plan consists of the seven (7) page set of drawings entitled MPC-30 Phase III Miramar Park of Commerce prepared by Scott D. Dyer Architect, P.A. of Boynton Beach, FL, Comm. #15-044, dated November 30, 2015, including a cover sheet (undated), sheets A-1, A-4, A-5, PH-1, all with last date of revision being February 1, 2016; sheets A-2 and A-3 with no date of revision; the four (4) page set of drawings prepared by Murakami Landscape Architects, Inc. of Delray Beach, FL, entitled MPC 30 Miramar Park of Commerce, with no job or project number, including sheets L-1 and L-2, dated December 21, 2015, with last date of revision being February 2, 2016; sheets L-3 and L-4, dated November30, 2015 with no date of revision; the eleven (11) page set of drawings entitled MPOC #30 Miramar Park of Commerce Phase III or Miramar Park of Commerce #30 MPC - Phase III, prepared by Flynn Engineering Services, P.A., of Lauderdale-By-The-Sea, FL, Job # 98-1024.0, with a Cover Sheet with a plot date of January 29, 2016, with no revision, Sheets C-1, C-2, C-3, C-4, C-5, FP-1, and FP-2, all dated November 30, 2015 with a plot date of January 29, 2016, with no date of revision, Sheets C-6 and C-8, dated November 30, 2015 with a plot date of November 30, 2016, with no date of revision, Sheet C-7.5, dated November 30, 2015 with a plot date of December 22, 2015, with no date of revision; and the five (5) page set of drawings entitled City of Miramar Department of Construction & Facilities Management, prepared by the City of Miramar, Miramar, FL, with no job #, with Sheet C-5A marked “Roadway”, with no date and with a last date of revision of July 30, 2014, Sheets C-7.1 and C-7.2, both marked “Utilities”, with no date of last revision, with Sheet C-7.3 marked “Utilities”, with no date and with a last date of revision of August 6, 2015, and Sheet C-7.4 marked “Utilities”, with no date and with a last date of revision of July 30, 2015.

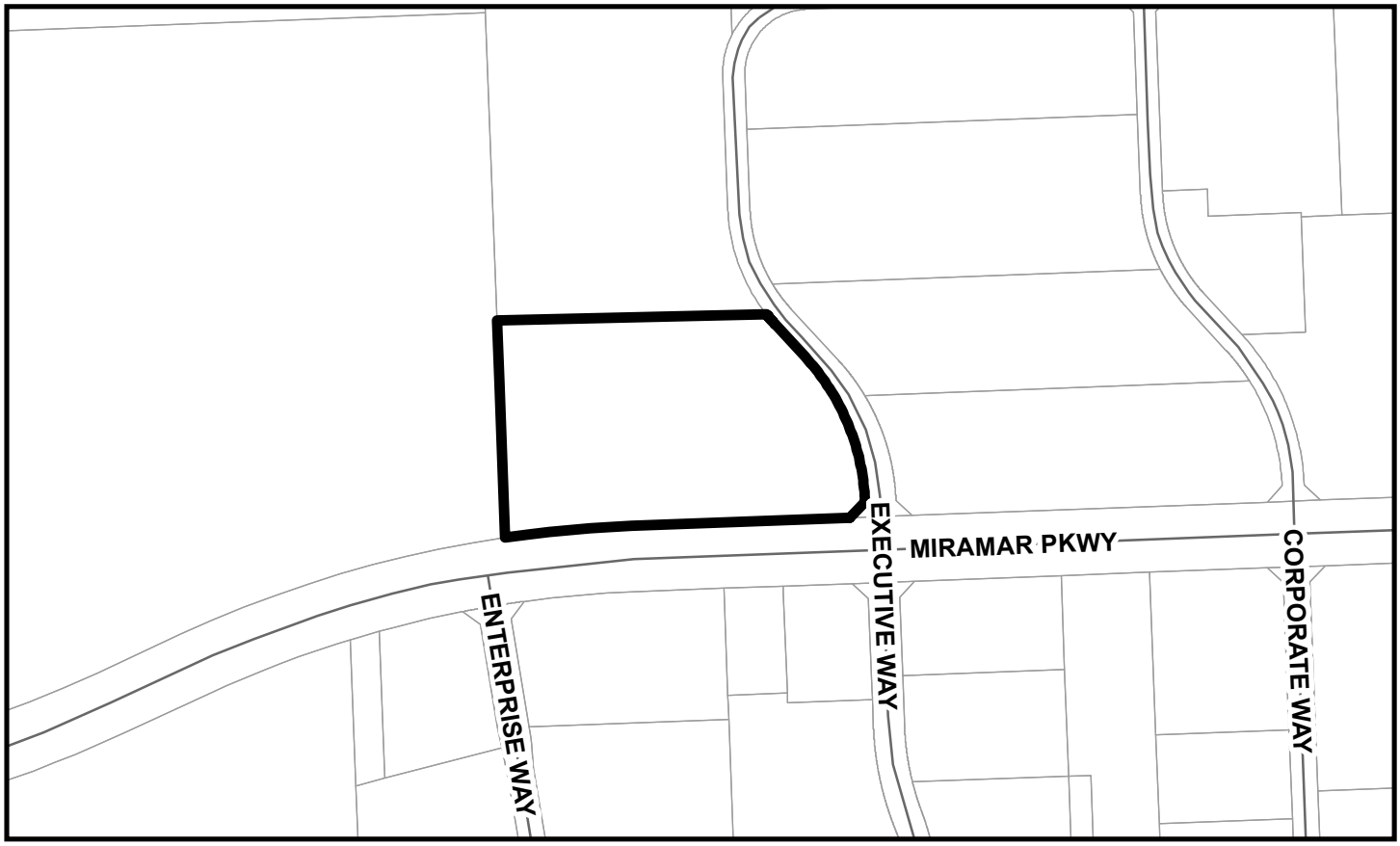
The Site Plan is for real property legally described as situate and lying in the State of Florida, County of Broward, to-wit:

> A portion of Parcel “D”, according to the plat of Miramar Park of Commerce Phase III, as recorded in Plat Book 161, at Page 29, of the Public Records of Broward County, Florida, being more particularly described as follows:
>
> Commence at the Northwest Corner of said Parcel “M-1”, as shown on the plat of Miramar Park of Commerce Phase III; Thence South 02°12’41” East, along the West line of said Parcel “D” for 1039.50 feet to the Point of Beginning of the following described parcel; Thence North 87°47’19” East, at right angles to the last described course and along a line that is 1039.50 feet South of, as measured at right angles, to the North line of said Parcel “D” for 558.10 feet to a point on the next described circular curve; said point bears South 65°58’32” West from the radius point of the following described circular curve; Thence Southeasterly, along said circular curve to the left, having a radius of 402.34 feet and a central angle of 18°37’06”

for an arc distance of 130.74 feet to a point of tangency; Thence South 42°38’34” East for 100.94 feet to a point of curvature; Thence Southeasterly along said circular curve to the right, having a radius of 509.00 feet and a central angle of 40°29’03” for a arc distance of 359.63 feet to a point on said circular; South 42°50’30” West for 49.50 feet; said last described four courses being along the East line of Parcel “D”, also being the West right-of-way line of Executive Way as shown on the plat of “Miramar Park of Commerce Phase III”; Thence South 87°50’29” West for 493.05 feet to a point of curvature; Thence Southwesterly, along said circular curve to the left, having a radius of 2651.71 feet and a central angle of 06°09’16” for an arc distance of 284.84 feet to a point on said circular curve; said last described two courses being coincident with the North right-of-way line of Miramar Parkway, as shown on the said plat of “Miramar Park of Commerce Phase III”; Thence North 02°12’41” West, along the West line of said Parcel “D”, for 568.38 feet to the Point of Beginning; all lying and being in the North ½ of Section 30, Township 51 South, Range 41 East, City of Miramar, Broward County, Florida (copied from the cover sheet entitled MPC-30 Phase III Miramar Park of Commerce of the aforedescribed Site Plan.

Location Map/Aerial View
SP 1505794

Attachment 1



ATTACHMENT 2

MPC-30

PHASE III

Miramar Park of Commerce

Miramar, Florida

SUNBEAM DEVELOPMENT CORP.

10212 USA Today Way
Miramar, FL 33025
Phone: (954) 450-7907
FAX: (954) 433-0124
E-MAIL: shodges@wsvn.com

DEVELOPERS

LEGAL DESCRIPTION:

A PORTION OF PARCEL "D", ACCORDING TO THE PLAT OF MIRAMAR PARK OF COMMERCE PHASE III, AS RECORDED IN PLAT BOOK 161, AT PAGE 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL "M-1", AS SHOWN ON THE SAID PLAT OF MIRAMAR PARK OF COMMERCE PHASE III, ; THENCE SOUTH 02 DEGREES 12 MINUTES 41 SECONDS EAST, ALONG THE WEST LINE OF SAID PARCEL "D", FOR 1039.50 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE NORTH 87 DEGREES 47 MINUTES 19 SECONDS EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE AND ALONG A LINE THAT IS 1039.50 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF SAID PARCEL "D", FOR 558.10 FEET TO A POINT ON THE NEXT DESCRIBED CIRCULAR CURVE; SAID POINT BEARS SOUTH 65 DEGREES 58 MINUTES 32 SECONDS WEST FROM THE RADIUS POINT OF THE FOLLOWING DESCRIBED CIRCULAR CURVE; THENCE SOUTHEASTERLY, ALONG SAID CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 402.34 FEET AND A CENTRAL ANGLE OF 18 DEGREES 37 MINUTES 06 SECONDS FOR AN ARC DISTANCE OF 130.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH 42 DEGREES 38 MINUTES 34 SECONDS EAST FOR 100.94 FEET TO A POINT OF CURVATURE, THENCE SOUTHEASTERLY, ALONG SAID CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 509.00 FEET AND A CENTRAL ANGLE OF 40 DEGREES 29 MINUTES 03 SECONDS FOR AN ARC DISTANCE OF 359.63 FEET TO A POINT ON SAID CIRCULAR; THENCE SOUTH 42 DEGREES 50 MINUTES 30 SECONDS WEST FOR 49.50 FEET; SAID LAST DESCRIBED FOUR COURSES BEING ALONG THE EAST LINE OF PARCEL "D", ALSO BEING THE WEST RIGHT-OF-WAY LINE OF EXECUTIVE WAY AS SHOWN ON THE SAID PLAT OF "MIRAMAR PARK OF COMMERCE PHASE III"; THENCE SOUTH 87 DEGREES 50 MINUTES 29 SECONDS WEST FOR 493.05 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, ALONG SAID CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 265.71 FEET AND A CENTRAL ANGLE OF 06 DEGREES 09 MINUTES 16 SECONDS FOR AN ARC DISTANCE OF 284.84 FEET TO A POINT ON SAID CIRCULAR CURVE; SAID LAST DESCRIBED TWO COURSES BEING COINCIDENT WITH THE NORTH RIGHT-OF-WAY LINE OF MIRAMAR PARKWAY, AS SHOWN ON THE SAID PLAT OF "MIRAMAR PARK OF COMMERCE PHASE III"; THENCE NORTH 02 DEGREES 12 MINUTES 41 SECONDS WEST, ALONG THE WEST LINE OF SAID PARCEL "D", FOR 568.38 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN THE NORTH ½ OF SECTION 30, TOWNSHIP 51 SOUTH, RANGE 41 EAST, CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.

Final Engineering Plan Review
& Approval Is Required Prior
To Construction Permit.

D R C APPROVAL

Department	Reviewed By	Date	Approved	Conditions		
Building		2/11/16	✓			
Community Services		2/11/16	✓			
Engineering		2/11/16	✓			
Fire		2-11-16	✓			
Police		2-11-16		add		
Public Works		2/11/16	✓			
Zoning		2/11/16	✓			
Utilities		2/11/16		*		
Planning Approved By			Date 2/11/16			

ARCHITECT

SCOTT D. DYER ARCHITECT, P.A.
6671 CONCH COURT
BOYNTON BEACH, FLORIDA 33437
PHONE: (561) 596-7503
E-MAIL: sdapa@aol.com

LANDSCAPE ARCHITECT

MURAKAMI LANDSCAPE ARCHITECTS, INC.
326 N.E. 1ST AVENUE
DELRAY BEACH, FLORIDA 33444-3804
PHONE: (561) 276-7750
FAX: (561) 276-0270
E-MAIL: murakami@bellsouth.net

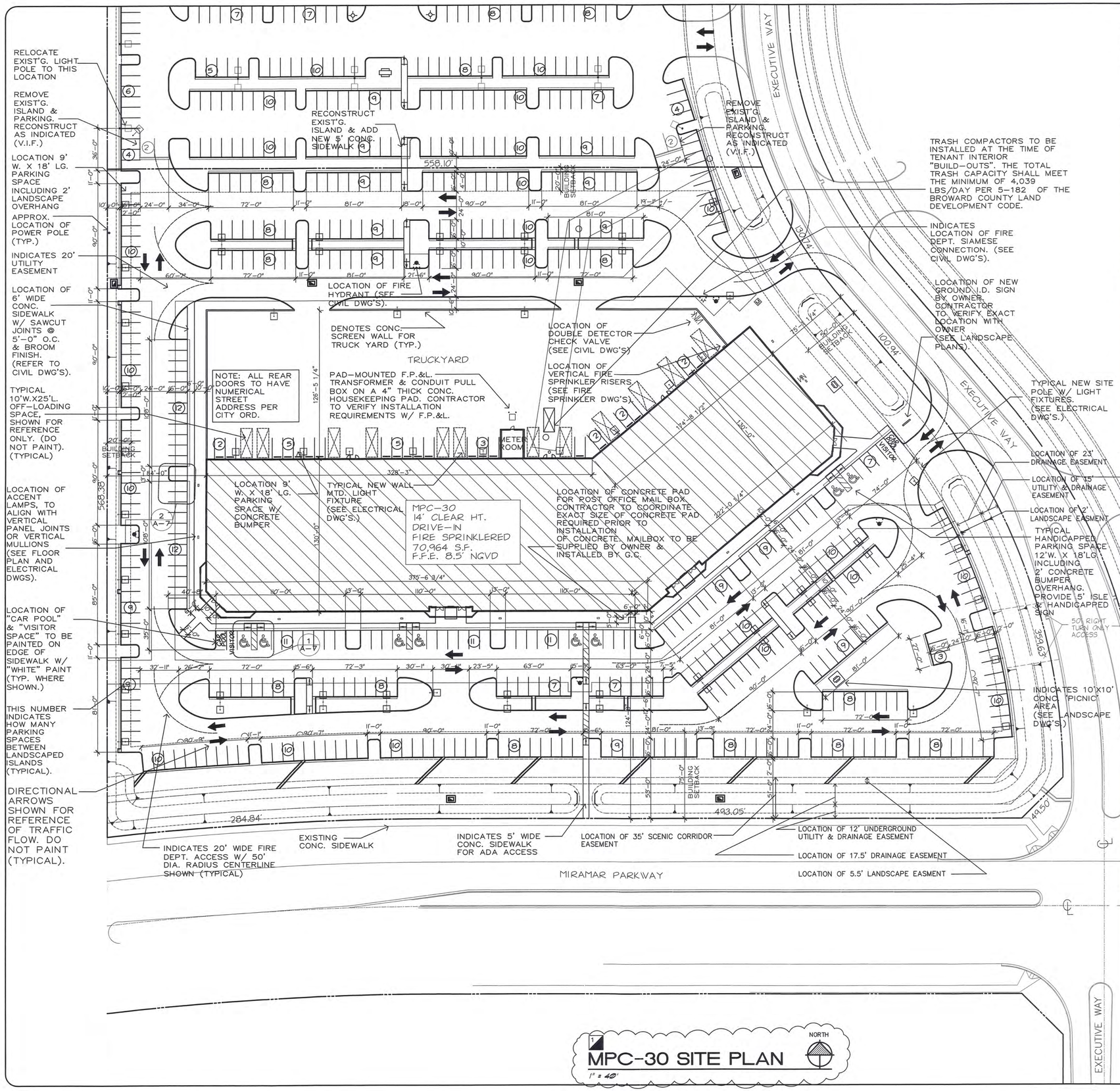
CIVIL ENGINEER

FLYNN ENGINEERING SERVICES, P.A.
241 COMMERCIAL BOULEVARD
LAUDERDALE-BY-THE-SEA, FLORIDA 33308
PHONE: (954) 522-1004
FAX: (954) 522-7630
E-MAIL: dshultz@flynnengineering.com

LIST OF DRAWINGS

SHEET	TITLE
	ARCHITECTURAL
–	COVER, LOCATION PLAN
A-1	MPC-30 SITE PLAN, SITE CALCULATIONS
A-2	PARTIAL FLOOR PLAN
A-3	PARTIAL FLOOR PLAN
A-4	ELEVATIONS
A-5	ELEVATIONS, DETAILS
	ELECTRICAL
PH-1	PHOTOMETRIC SITE PLAN
	LANDSCAPING
L-1	LANDSCAPE PLAN
L-2	PLANT LIST, CALCULATION TABLES
L-3	PLANTING DETAILS
L-4	PLANT NOTES, SPECIFICATIONS & DETAILS
	CIVIL
–	COVER
C-1	HORIZONTAL CONTROL PLAN
C-2	PAVEMENT MARKING & SIGNAGE PLAN
C-3	PAVING, GRADING & DRAINAGE PLAN
C-4	WATER & SEWER PLAN
C-5	DRAINAGE DETAILS
C-5A	CITY DRAINAGE DETAILS
C-6	SBDD DETAILS
C-7.1	CITY UTILITY DETAILS
C-7.2	CITY UTILITY DETAILS
C-7.3	CITY UTILITY DETAILS
C-7.4	CITY UTILITY DETAILS
C-7.5	WATER & SEWER DETAILS
C-8	NOTES & SPECIFICATIONS
FP-1	FIRE PROTECTION PATH PLAN
FP-2	FINAL SITE FIRE PROTECTION PLAN

RECEIVED
FEB 03 2016
Community and Economic Development Department
FEB - 1 2016



1 MPC-30 SITE PLAN
1" = 40'

MPC-30 SITE CALCULATIONS:

VACANT LAND AREA	= 401,964.58 S.F.	(9.22 ACRES)
TOTAL SITE AREA	= 401,964.58 S.F.	(9.22 ACRES)
BUILDING AREA:		
NEW BUILDING "30"	= 70,964 S.F.	
BUILDING AREA	= 502 S.F.	
METER ROOM		
TOTAL BLDG. AREA FOR "30"	= 71,466 S.F.	
TOTAL BUILDING AREA	= 71,466 S.F.	(17.78 % OF SITE)
IMPERVIOUS AREA:		
TOTAL BUILDING AREA	= 71,466 S.F.	(17.78 % OF SITE)
PAVED PARKING & DRIVE AISLES	= 156,141.98 S.F.	(38.84 % OF SITE)
PAVED TRUCK YARD	= 50,047.60 S.F.	(12.45 % OF SITE)
SIDEWALKS	= 7,982.30 S.F.	(1.99 % OF SITE)
TOTAL IMPERVIOUS AREA	= 285,637.88 S.F.	(71.06 % OF SITE)
PERVIOUS AREA:		
LANDSCAPED BUMPER OVERHANG AREA (NOT INCLUDED IN REQUIRED LANDSCAPE AREA CALC'S.)	= 4,596.50 S.F.	(1.14 % OF SITE)
LANDSCAPED AREA	= 111,730.20 S.F.	(27.80 % OF SITE)
TOTAL LANDSCAPED AREA	= 116,326.70 S.F.	(28.94 % OF SITE)

PARKING CALCULATIONS:

REQUIRED PARKING:

BUILDING 30 TOTAL S.F. = 70,964 S.F.

35,482 S.F. (50%) OFFICE AT 1/300 SF	=	119 SPACES
35,482 S.F. (50%) WAREHOUSE AT 1/800 SF	=	45 SPACES
TOTAL REQUIRED PARKING	=	164 SPACES
TOTAL PARKING PROVIDED: REGULAR (9' X 18')	=	441 SPACES
HANDICAPPED (12'-0" X 18')	=	8 SPACES
TOTAL PARKING	=	449 SPACES

OFF-LOADING SPACE CALCULATIONS:

TOTAL OF ALL BUILDINGS ON SITE AT 1/5000 S.F. FOR THE FIRST 10,000 S.F. AND THE REMAINING BUILDING AREA AT 1/10,000 S.F.

TOTAL OFF-LOADING SPACES REQUIRED	= 8 SPACES
TOTAL OFF-LOADING SPACES PROVIDED	= 12 SPACES

BUILDING DATA

BUILDING "MPC-30"

OCCUPANCY GROUP:	CONSTRUCTION TYPE:
GROUP B	TYPE V "B" (SPRINKLERED)
GROUP S-1	TYPE V "B" (SPRINKLERED)

- THIS SET OF PERMIT PLANS SUBMITTED PER F.B.C. "CERTIFICATE OF COMPLETION"
- FLAMMABLE AND COMBUSTIBLE MATERIALS IF USED DURING CONST. SHALL BE HANDELED AND STORED IN ACCORDANCE WITH NFPA 30.
- 5 PORTABLE FIRE EXTINGUISHERS HAVING A RATING OF AT LEAST 4B 30 BC WILL BE PROVIDED WITHIN EACH BLDG. UNDER CONST. THEY WILL BE INSTALLED WHEN THE BUILDINGS STEEL COLUMNS ARE SET IN PLACE (SEE FLOOR PLANS FOR F.E. LOCATIONS).
- A COMPLETE FIRE SPRINKLER PROTECTION SYSTEM WILL BE PROVIDED FOR ALL BUILDINGS (SEE FIRE SPRINKLERS DWG'S BY OTHERS).
- FIRE SPRINKLER SYSTEM TO BE DESIGNED FOR RACK & BULK STORAGE IN TYPE III & TYPE IV COMMODITY, STORED MAXIMUM OF 12' A.F.F.

ZONING DATA

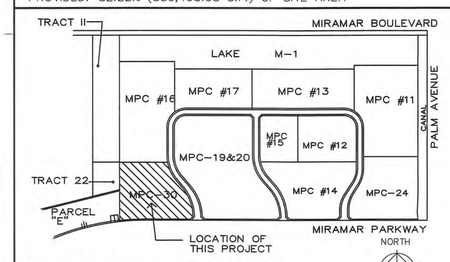
LAND USE PLAN DESIGNATION:
REGIONAL ACTIVITY CENTER (RAC)
ZONING DISTRICT:
PID PLANNED INDUSTRIAL DISTRICT
USE REGULATIONS:
WAREHOUSES/OFFICES, LIGHT INDUSTRIAL USE.
MINIMUM LOT AREA:
REQUIRED: 43,560 S.F. PROVIDED: 401,964.58 S.F.
MINIMUM LOT WIDTH:
REQUIRED: 150 FEET PROVIDED: 777'-10 1/2" FEET
MAX. BLDG. HEIGHT:
PERMITTED: 5 STORIES OR 60'
PROPOSED: BUILDING 30 = 25'-0" AT HIGHEST POINT (SEE ELEVATIONS)

MINIMUM BLDG. SETBACKS:

	REQUIRED	PROVIDED
MIRAMAR PARKWAY	75'	124'-8"
EXECUTIVE WAY	50'	75'-1"
WEST PROPERTY LINE	20'	84'-0"
NORTH PROPERTY LINE	20'	131'-0"

MAX. BLDG. COVERAGE:
PERMITTED: 40% (160,785.83 S.F.) OF SITE AREA
PROVIDED: 17.78% (71,466 S.F.) OF SITE AREA

MINIMUM OPEN SPACE:
PERMITTED: 25% (100,491.15 S.F.) OF SITE AREA
PROVIDED: 82.22% (330,498.58 S.F.) OF SITE AREA



LOCATION PLAN

SCOTT D. DYER ARCHITECT, P.A.

AA C001929
AR 0011551

6671 CONCH COURT
BOYNTON BEACH, FLORIDA
33437

(561) 596-7503

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FEB - 2 2016
SCOTT D. DYER AR-0011551

REVISIONS

1 2-1-16
DRC COMMENTS & GENERAL REVISIONS
- ADJUSTED FLUMES
- ADJUSTED HYDRANTS
- ADJUSTED EASEMENTS
- ADJUSTED LIGHTS

COMM. NO.
15-044

DATE
30 NOVEMBER 2015

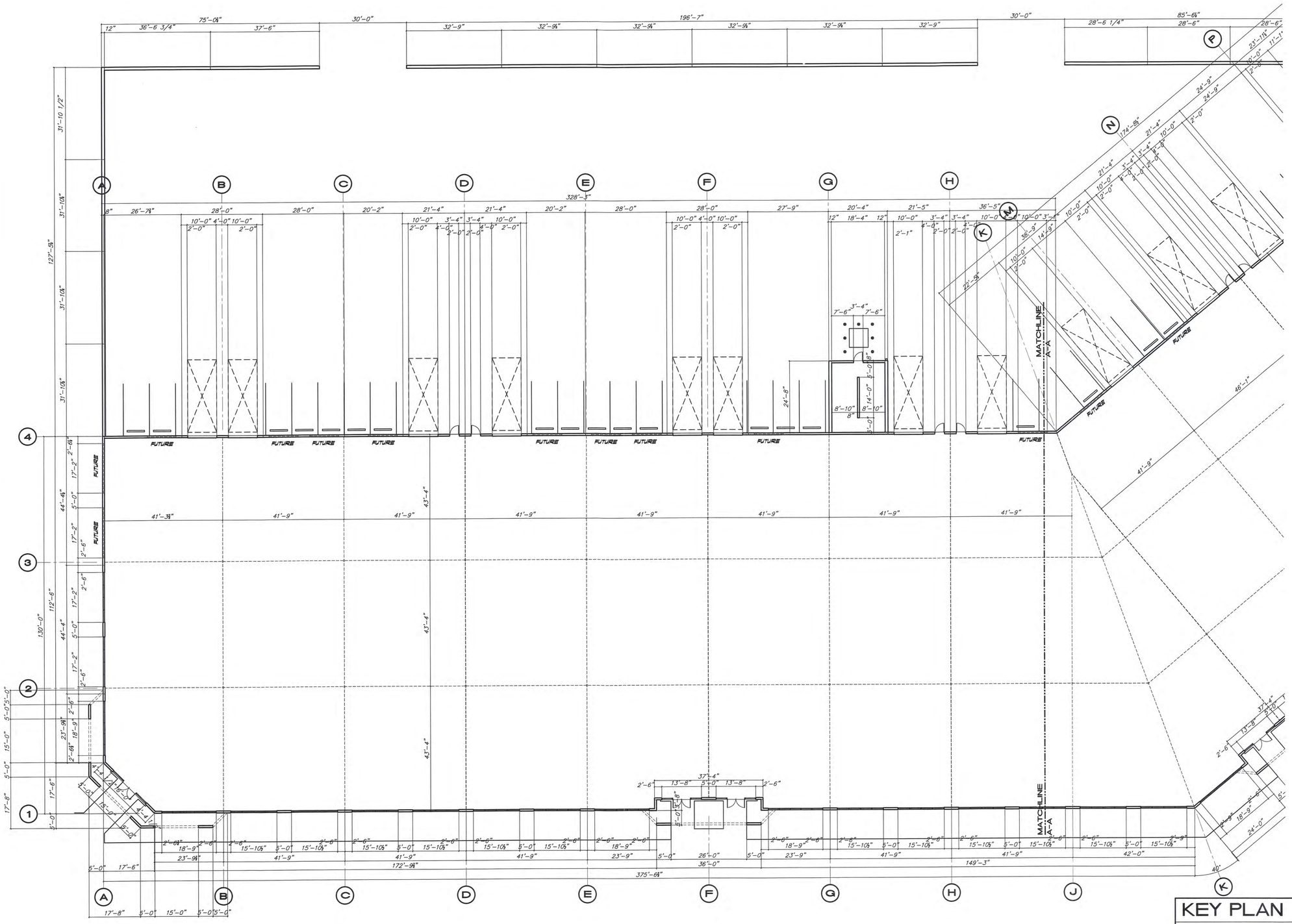
MIRAMAR PARK OF COMMERCE # 30

M.P.C., PHASE III
MIRAMAR, FLORIDA

MPC-30 SITE PLAN
SITE CALCULATIONS

SHEET
A-1
OF 5

LAST DATE PRINTED: 11-30-15 (DRC SUBMITTAL) / 12-24-15 (PBPM1) / 2-1-16 (DRC RESUBMITTAL)



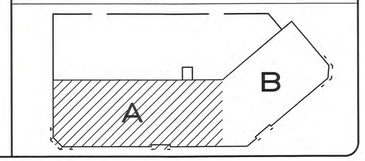
PARTIAL FLOOR PLAN 'A'

1/16" = 1'-0"

NORTH

KEY PLAN

N.T.S.



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SCOTT D. DYER AR-0011551 | 2015

REVISIONS

COMM. NO.
15-044

DATE
30 NOVEMBER 2015

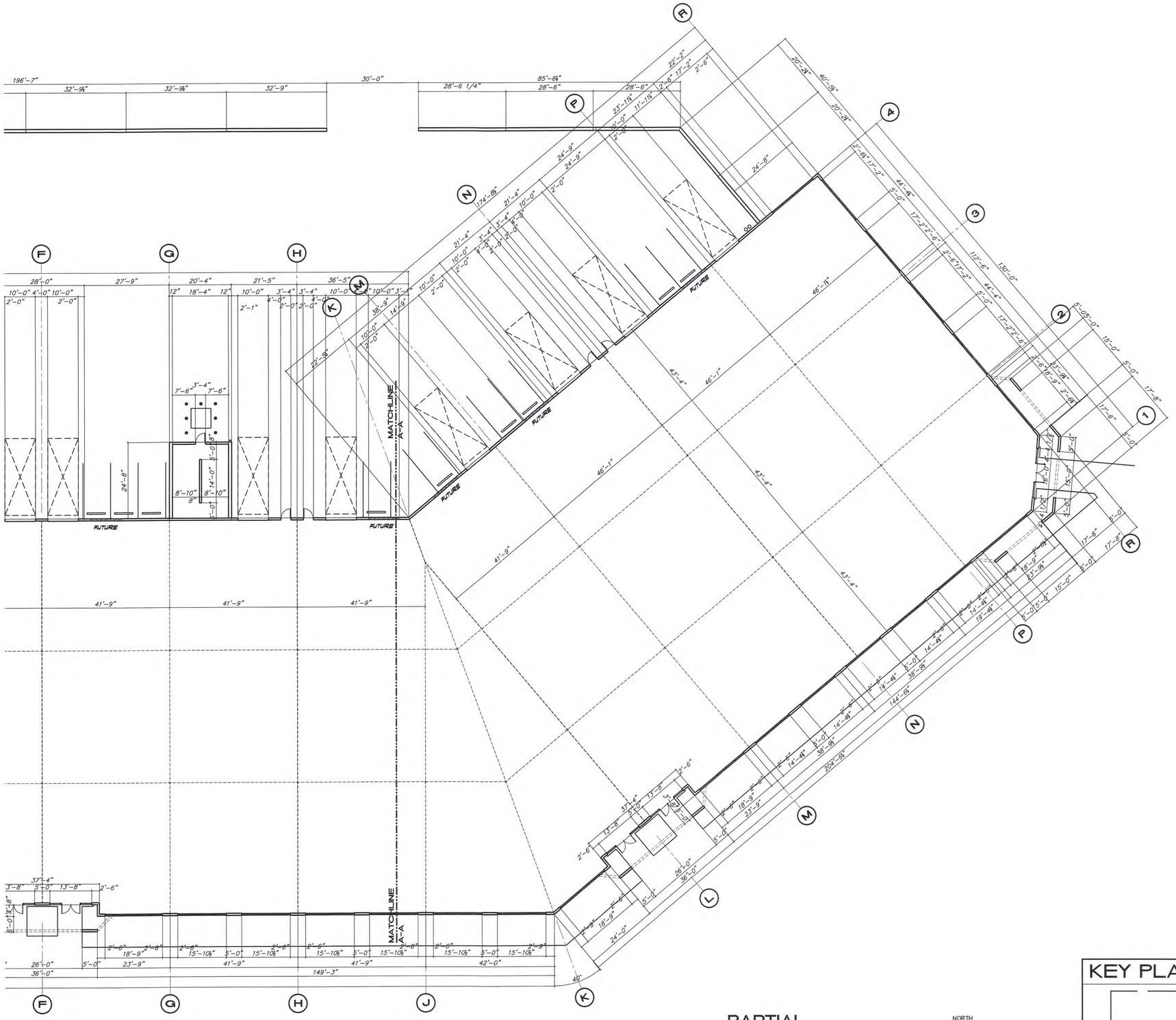
MIRAMAR PARK OF COMMERCE # 30

M.P.C., PHASE III
MIRAMAR, FLORIDA

PARTIAL FLOOR PLAN

SHEET
A-2
OF 5

LAST DATE PRINTED: 11-30-15 (DCC SUBMITTAL)

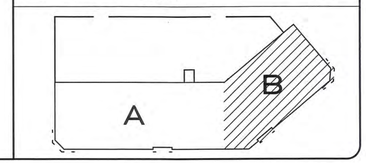


PARTIAL FLOOR PLAN 'B'

1/16" = 1'-0"

KEY PLAN

N.T.S.



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AR 0011551

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33437

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FEB - 2 2016

SCOTT D. DYER AR-0011551

REVISIONS

COMM. NO.
15-044

DATE
30 NOVEMBER 2015

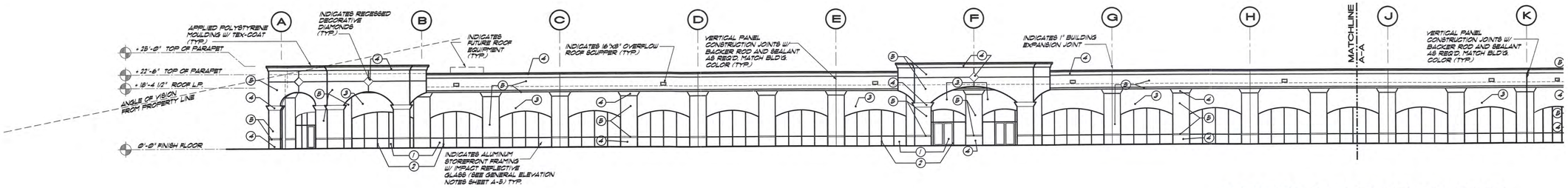
MIRAMAR PARK OF COMMERCE # 30

M.P.C., PHASE III
MIRAMAR, FLORIDA

PARTIAL FLOOR PLAN

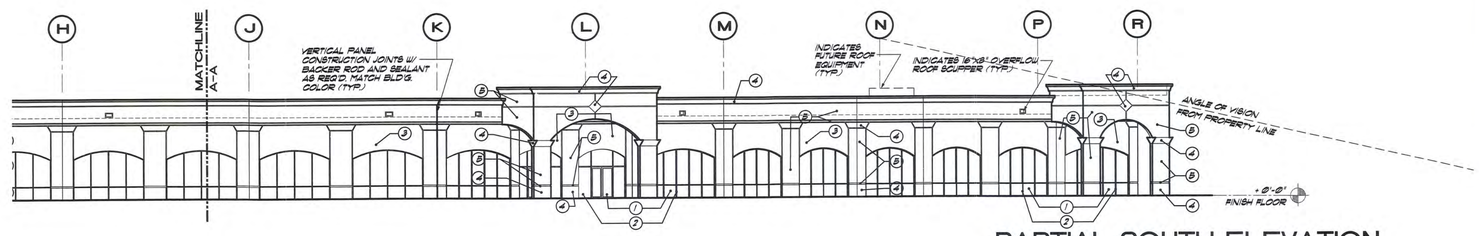
SHEET
A-3
OF 5

LAST DATE PRINTED: 11-30-15 (DGC SJB#1117AL)



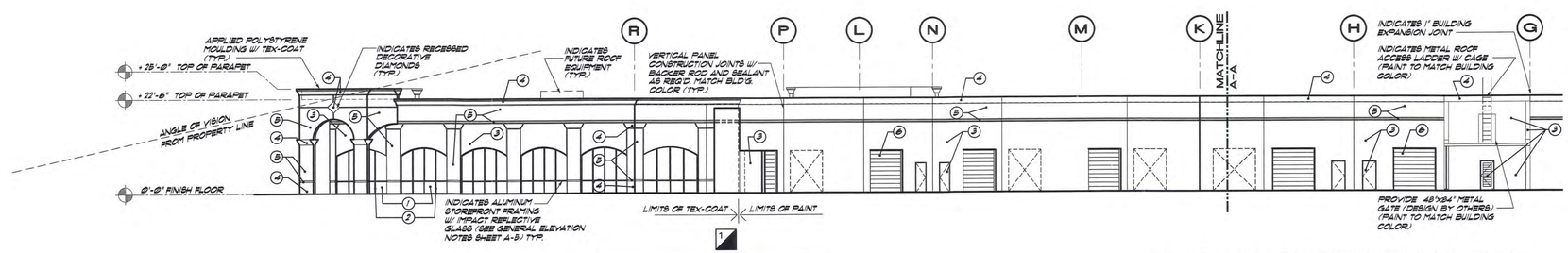
PARTIAL SOUTH ELEVATION

1/16" = 1'-0"



PARTIAL SOUTH ELEVATION

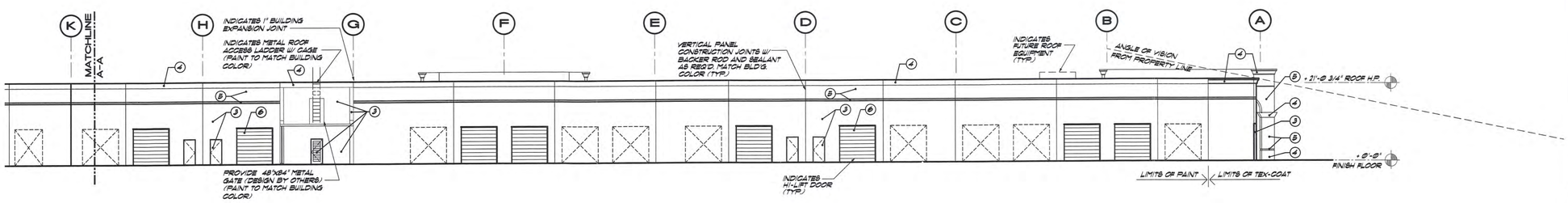
1/16" = 1'-0"



NOTE: CONTINUE SAME COLOR SCHEME ON REAR WALLS OF BUILDING THAT ARE NOT TEX-COAT FINISHED.

PARTIAL NORTH ELEVATION

1/16" = 1'-0"



NOTE: CONTINUE SAME COLOR SCHEME ON REAR WALLS OF BUILDING THAT ARE NOT TEX-COAT FINISHED.

NOTE: ROOF EQUIPMENT WILL BE SCREENED FROM VIEW PER CITY ORDINANCES IF IT IS CLOSER TO THE EDGE OF THE BUILDING THAN THE ANGLE OF VISION AS INDICATED ON EACH ELEVATION.

PARTIAL NORTH ELEVATION

1/16" = 1'-0"

SCOTT D. DYER ARCHITECT, P.A.

AA C001929
AR 0011551

6671 CONCH COURT
BOYNTON BEACH, FLORIDA
33437

(561) 596-7503

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FEB - 2016

SCOTT D. DYER AR-0011551

REVISIONS

1 2-1-16
GENERAL REVISIONS
-ADJUSTED SCREEN WALL

COMM. NO.
15-044

DATE
30 NOVEMBER 2015

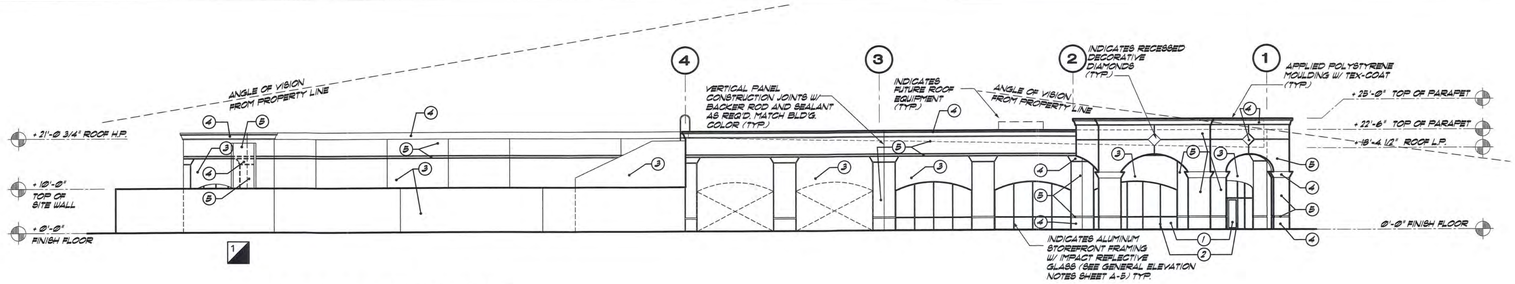
MIRAMAR PARK OF COMMERCE # 30

M.P.C., PHASE III
MIRAMAR, FLORIDA

EXTERIOR ELEVATIONS

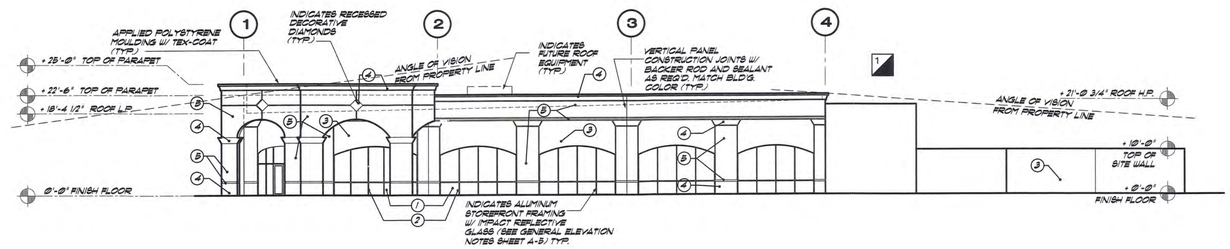
SHEET
A-4
OF 5

LAST DATE PRINTED: 11-30-15 (DRC SUBMITTAL) / 12-24-15 (PSDM17) / 2-1-16 (DRC RESUBMITTAL)



WEST ELEVATION

1/16" = 1'-0"



EAST ELEVATION

1/16" = 1'-0"

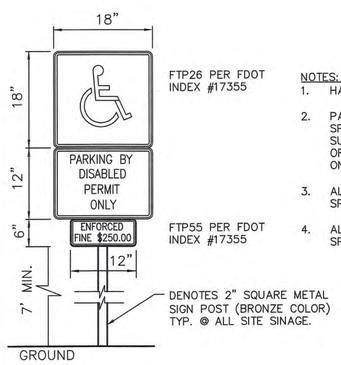
NOTE: ROOF EQUIPMENT WILL BE SCREENED FROM VIEW PER CITY ORDINANCES IF IT IS CLOSER TO THE EDGE OF THE BUILDING THAN THE ANGLE OF VISION AS INDICATED ON EACH ELEVATION.

GENERAL ELEVATION NOTES

1. ALL GLASS TO BE (COLOR #1) IMPACT AND REFLECTIVE.
2. ALL GLASS TO BE DESIGNED FOR WIND LOAD AS PER THE 2014 FLORIDA BLDG. CODE
3. ALL GLASS ATTACHED TO ALUMINUM FRAMING TO BE 'WET SEALED'.
4. EXPOSED ALUMINUM STOREFRONT FRAMING MULLIONS TO BE (COLOR # 2) KYNAR.
5. STOREFRONT ENTRY DOORS INCLUDING, PULLS, & SLIP-RING TO BE (COLOR #2) KYNAR TO MATCH MULLIONS.
6. STOREFRONT MANUFACTURER TO SUBMIT GLASS AND STOREFRONT FRAMING SAMPLES TO ARCHITECT AND OWNER FOR APPROVAL.
7. STOREFRONT SYSTEM MANUF. TO SUPPLY SHOP DRAWINGS AND CONNECTION DETAILS FOR COORDINATION WITH STRUCTURAL DWG'S. AND OWNER/ARCHITECT APPROVAL.
8. BUILDING AREAS TO BE PAINTED AS FOLLOWS (SEE ELEV. FOR LIMITS.):
   A. THE FRONT AND SIDES OF THE MAIN BUILDING TILT-UP AREAS TO BE PAINTED COARSE TEXTURED 'TEX-COAT' (COLOR # 3). SEE EXT. ELEV. FOR LIMITS.
   B. RECESSED DIAMONDS, FOAM PARAPET BANDING (6 ENTRIES) & PARAPET BAND TO BE COARSE TEXTURED 'TEX-COAT' (COLOR #4)
   C. ALL METER ROOM SIDES TO BE PAINTED (COLOR #3).
   D. GALV. MTL. FLASHING, GUTTERS, DOWNSPOUTS, MTL. DRIP EDGES LOUVERS, PERSONNEL DOORS & STAIRS, FIRE SPRINKLER RISERS TO BE PAINTED (COLOR #3 & #5).
   E. STUCCO SOFFIT (INSIDE ENTRANCES) AREAS TO BE PAINTED (COLOR # 3.) COARSE TEXTURED 'TEX COAT' (U.N.O.).
   F. BUILDING PANELS ABOVE 8' RUSTICATION, COLUMN SHAFTS (BETWEEN WINDOWS) TO BE PAINTED (COLOR #5.). (SEE EXTERIOR ELEVATIONS FOR LIMITS).
   G. COLUMNS CAPITALS, AND BASES TO BE PAINTED (COLOR #4).
   H. FUTURE OPENING PANELS & BACK WALL AT INTERIOR OF ENTRIES TO BE COARSE TEXTURED 'TEX-COAT' (COLOR # 3.)
   I. ENTRY STAND OUT PANELS (ABOVE COLUMNS) AND ARCH FACADE (ABOVE STOREFRONT) TO BE COARSE TEXTURED 'TEX-COAT' (COLOR # 5)

COLOR # 1 = ECLIPSE ADVANTAGE 'BLUE-GREEN' SOLAR CONTROL LOW-E
COLOR # 2 = RED KYNAR
COLOR # 3 = CREAM (LIGHT BEIGE)
COLOR # 4 = RUST
COLOR # 5 = PALE SEPIA (TOFFEE)
COLOR # 6 = FACTORY WHITE

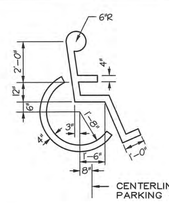
NOTE: ALL COLORS TO MATCH MPC-28 (V.I.R.) OWNER TO APPROVE ALL COLORS AND LAY-OUT PRIOR TO PAINTING.



NOTES:
1. HANDICAPPED SIGN WILL BE OF F.D.O.T. (BLUE) COLOR.
2. PAVEMENT BORDER LINES (ONE ON EACH SIDE) OF THE HANDICAP SPACE WILL BE ON A BLUE COLOR OF A QUALITY EQUIVALENT TO SUPER STRIPE TRAFFIC PAINT SOLD BY FOX RALLY SYSTEMS, INC OF CARY, ILLINOIS, PHONE 1-800-323-4770 SHALL BE STRIPED ON THE WEARING SURFACE OF EACH SPACE. ORDINANCE NO. 1550.
3. ALL LETTERS IN MIDDLE PORTION OF SIGN ARE 1.5" SERIES AT 1.5" SPACING.
4. ALL LETTERS IN BOTTOM PORTION OF SIGN ARE 1" SERIES AT 1" SPACING.

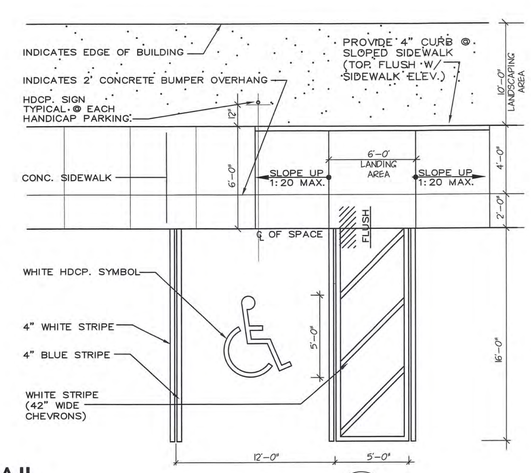
HANDICAP PARKING SIGN

N.T.S.



NOTES:
1. PAVEMENT BORDER LINES (ONE ON EACH SIDE) OF THE HANDICAP SPACE WILL BE A BLUE COLOR OF A QUALITY EQUIVALENT TO SUPER STRIPE TRAFFIC PAINT SOLD BY FOX RALLY SYSTEMS, INC. COLOR OF CARY, ILLINOIS. PHONE 1-800-323-4770. TRAFFIC PAINT SHALL BE STRIPED ON THE WEARING SURFACE OF EACH SPACE. (ORDINANCE NO. 1550)

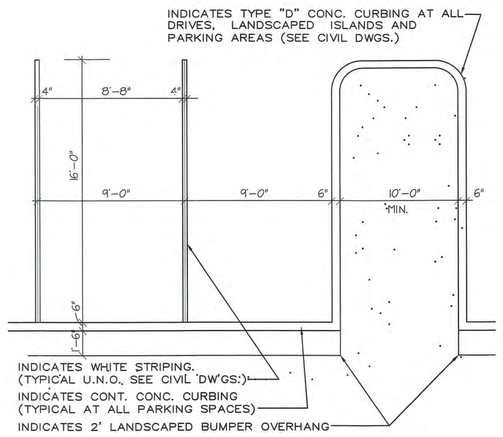
NOTE:
COORDINATE ALL STRIPING (INCLUDING WIDTHS) WITH CIVIL DRAWINGS



HANDICAP PARKING DETAIL

N.T.S.

1 / A-5



PARKING DETAIL

N.T.S.

2 / A-5

SCOTT D. DYER ARCHITECT, P.A.

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SCOTT D. DYER AR-0011551

REVISIONS

1 2-1-16 GENERAL REVISIONS -ADJUSTED SCREEN WALL

COMM. NO.
15-044

DATE
30 NOVEMBER 2015

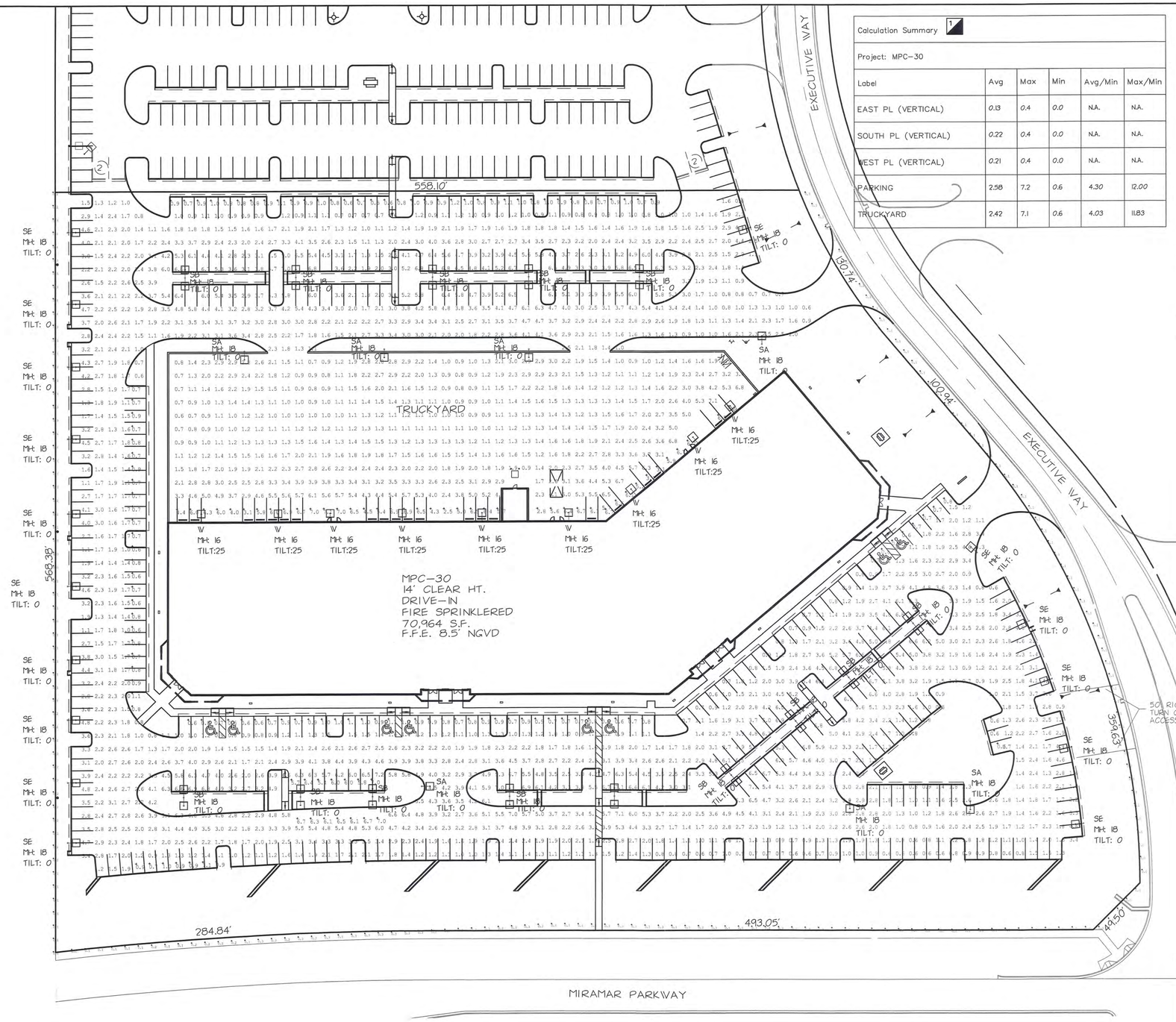
MIRAMAR PARK OF COMMERCE # 30

M.P.C., PHASE III
MIRAMAR, FLORIDA

EXTERIOR ELEVATIONS / DETAILS

SHEET
A-5
OF 5

LAST DATE PRINTED: 11-30-15 (DRC SUBMITTAL) / 12-24-15 (PERMIT) / 2-1-16 (DRC RESUBMITTAL)



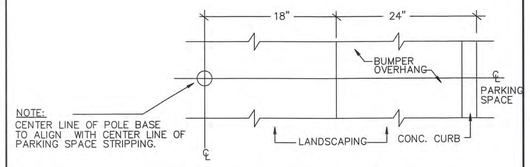
Calculation Summary					
Project: MPC-30					
Label	Avg	Max	Min	Avg/Min	Max/Min
EAST PL (VERTICAL)	0.13	0.4	0.0	N.A.	N.A.
SOUTH PL (VERTICAL)	0.22	0.4	0.0	N.A.	N.A.
WEST PL (VERTICAL)	0.21	0.4	0.0	N.A.	N.A.
PARKING	2.58	7.2	0.6	4.30	12.00
TRUCKYARD	2.42	7.1	0.6	4.03	11.83

Luminaire Schedule									
Project: MPC-30									
Symbol	Qty	Label	Description	Lumens/Lamp	LLD	LDD	LLF	Lum. Watts	Total Watts
	7	SA	ECA18-QV-250PSMH TWIN AT 18FT POLE AFG	23000	1.000	1.000	0.750	291	2037
	9	W	PHILIPS EMCO ECWA18-FV-400PSMH @ WALL MOUNT AT 16FT AFG TILT 25DEG	44000	1.000	1.000	0.750	450	4050
	14	SB	ECA18--2-QV-250PSMH TWIN AT 18FT POLE AFG	23000	1.000	1.000	0.750	291	8148
	16	SE	ECA18-BLC-250PSMH TWIN AT 18FT POLE AFG	22000	1.000	1.000	0.750	291	4656

MPC-30 SITE PHOTOMETRIC PLAN

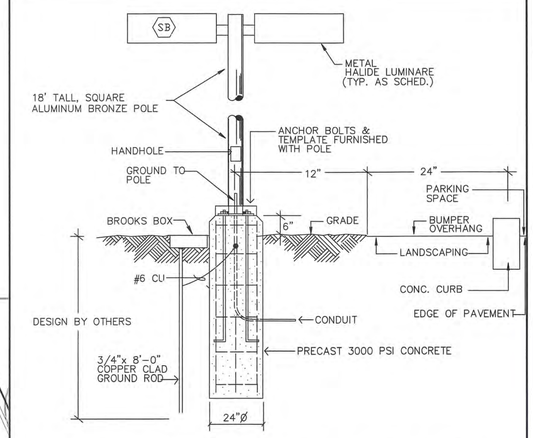
1" = 40'

NORTH



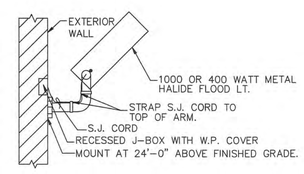
PLAN VIEW OF LIGHT POLE

N.T.S.



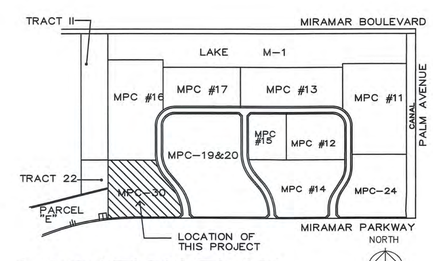
TYPE SA SB SE FIXTURE MOUNTING DETAIL AND POLE BASE PLACEMENT DETAIL

N.T.S.



TYPE V FIXTURE BLDG. MOUNTING DETAIL

N.T.S.



LOCATION PLAN

N.T.S.

SCOTT D. DYER ARCHITECT, P.A.

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SCOTT D. DYER AR-0011551 FEB 1 2016

REVISIONS

1 2-1-16
DRC COMMENTS & GENERAL REVISIONS
- ADJUSTED LIGHTS
- ADDED PHOTO LEVELS
- ADJUSTED TABLES

COMM. NO.
15-044

DATE
30 NOVEMBER 2015

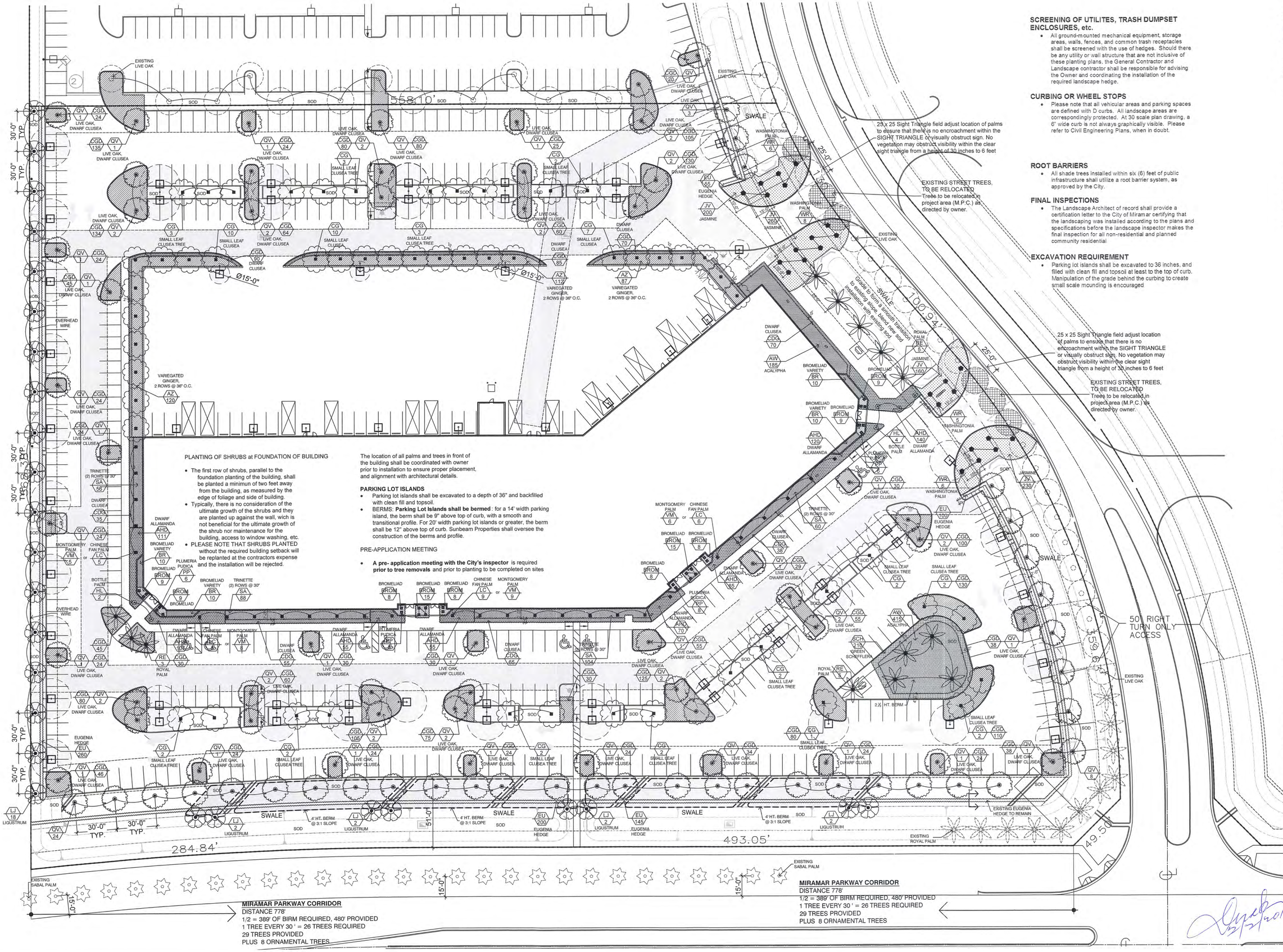
MIRAMAR PARK OF COMMERCE # 30

M.P.C., PHASE III
MIRAMAR, FLORIDA

MPC-30 SITE PLAN
SITE CALCULATIONS

SHEET
PH-1
OF 6

LAST DATE PRINTED: 11-30-15 (DRC SUBMITTAL) / 12-24-15 (PZB#1)



PLANTING OF SHRUBS at FOUNDATION OF BUILDING

- The first row of shrubs, parallel to the foundation planting of the building, shall be planted a minimum of two feet away from the building, as measured by the edge of foliage and side of building.
- Typically, there is no consideration of the ultimate growth of the shrubs and they are planted up against the wall, wich is not beneficial for the ultimate growth of the shrub nor maintenance for the building, access to window washing, etc.
- PLEASE NOTE THAT SHRUBS PLANTED without the required building setback will be replanted at the contractors expense and the installation will be rejected.

The location of all palms and trees in front of the building shall be coordinated with owner prior to installation to ensure proper placement, and alignment with architectural details.

PARKING LOT ISLANDS

- Parking lot islands shall be excavated to a depth of 36" and backfilled with clean fill and topsoil.
- BERMS: **Parking Lot Islands shall be bermed** : for a 14' width parking island, the berm shall be 9" above top of curb, with a smooth and transitional profile. For 20' width parking lot islands or greater, the berm shall be 12" above top of curb. Sunbeam Properties shall oversee the construction of the berms and profile.

PRE-APPLICATION MEETING

- **A pre- application meeting with the City's inspector** is required **prior to tree removals** and prior to planting to be completed on sites

SCREENING OF UTILITES, TRASH DUMPSET ENCLOSURES, etc.

- All ground-mounted mechanical equipment, storage areas, walls, fences, and common trash receptacles shall be screened with the use of hedges. Should there be any utility or wall structure that are not inclusive of these planting plans, the General Contractor and Landscape contractor shall be responsible for advising the Owner and coordinating the installation of the required landscape hedge.

CURBING OR WHEEL STOPS

- Please note that all vehicular areas and parking spaces are defined with D curbs. All landscape areas are correspondingly protected. At 30 scale plan drawing, a 6" wide curb is not always graphically visible. Please refer to Civil Engineering Plans, when in doubt.

ROOT BARRIERS

- All shade trees installed within six (6) feet of public infrastructure shall utilize a root barrier system, as approved by the City.

FINAL INSPECTIONS

- The Landscape Architect of record shall provide a certification letter to the City of Miramar certifying that the landscaping was installed according to the plans and specifications before the landscape inspector makes the final inspection for all non-residential and planned community residential

EXCAVATION REQUIREMENT

- Parking lot islands shall be excavated to 36 inches, and filled with clean fill and topsoil at least to the top of curb. Manipulation of the grade behind the curbing to create small scale mounding is encouraged

MPC 30

Miramar Park of Commerce

Miramar, Florida

Owner :

SUNBEAM PROPERTIES, INC.
10212 USA Today Way
Miramar, Fl. 33025
Tel. : 954-443 3551

CALL 48 HOURS BEFORE YOU DIG IN FLORIDA
IT'S THE LAW!
1-800-432-4770
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

MURAKAMI
LANDSCAPE ARCHITECTS
326 NE 1st Avenue Delray Beach, Florida 33444-3804
561 276 7750
FAX 561 276 7750
E:Mail murakami@bellsouth.net

⚠ DRC REVIEW
FEB 02, 2016

Scale: 1"= 30'
Job Number:
Project Name:
Drawing Name:
Checked By:
Date: DECEMBER 21, 2015

LANDSCAPE PLAN

SHEET NUMBER

L-1

Sht. of

7) **Landscape Data Chart: Complies.**

PLANTING DATA TABLE CODE REQUIREMENTS	Lineal Feet (L.f.) or Square Feet (s.f.)	Amount or Percentage of Plantings Required	Amount of Plantings Provided	Shade Trees Required	Shade Trees Provided	Native Trees Required (10%)	Native Trees Provided	Native Shrubs Required (30%)	Native Shrubs Provided
Plot [1] PID	117,730								
Trees@ 1/3000 s.f.		39 trees		39 trees	109	4	145		
@ 5/1000 s.f.		589shrubs						177	3556
North Bufferyard [2] [7]	503								
Trees @ 1/30 l.f.		17 trees	16 trees	17 trees	16 trees	2	16		
Shrubs, shared PL w/ MPC 16 parking		Continuous	304 shrubs					N/A	N/A
East Bufferyard [2] [7]	492 l.f.								
Trees @ 1/30 l.f.		16 trees	16 trees & Plans	16 trees	16 trees	2	16		
Shrubs, Hedge, continuous		Continuous	Continuous					60	182
South Bufferyard [2] [7]	l.f.								
Trees, Miramar Scenic Corridor, L-1		See Slit L-1	See Slit L-1	28 trees	32 trees	3	32		
Shrubs, Miramar Scenic Corridor, L-1		See Slit L-1	See Slit L-1					125	375
West Bufferyard	568 l.f.								
Trees @ 1/30 l.f.		19 trees	17 trees	19 trees	17 trees	2	17		
Shrubs, Hedge, continuous		Continuous							
Veh. Use Area, Excl. Truck Courts	156,142 s.f.	15%	20 %	75%	92 %				
Accessway Plantings	[8]	Per MPC	Per MPC stand.	Per MPC	Per MPC	Per MPC	100%		
Street Trees [6]	l.f.	Existing	Existing	Per MPC	Per MPC	Per MPC	100%		
Pedestrian Zone Plantings [9]	l.f.	Per MPC	Per MPC stand.	Per MPC	Per MPC	Per MPC	0		
Monument Sign Plantings [10]	s.f.	Per MPC	Per MPC stand.	Per MPC	Per MPC	Per MPC	0		

1. PID requirement is 1/3,000 sf.
2. Omit accessway zones from calculations. Do not duplicate bufferyard length at corners.
3. 1 shade and 2 ornamental trees per 40ft. section for bufferyard, 1 per landscape island, parking lots.
4. Total of all categories must comply, not individual categories.
5. A single, double loaded parking bay or less may include adjacent green spaces provided that the space is not already counted towards other category minimums.
6. Accessways may be deducted from lineal dimension.
7. 2 shade trees per 40 l.f. in PID for buffers adjacent to non-industrial uses, 1/40 for interior; all shade trees.
8. See code section 901.5. Crow is for one accessway, add rows for each additional accessway.
9. See code section 901.4
10. See code section 100.5

PLANT LIST SUMMARY
MPC 30
November 25 2015 — 16-Dec-15

Qty	Symbol	Plant Name, Botanic/Common	Specifications
88	QV	**QUERCUS VIRGINIANA** Live Oak	12' height 2-1/2" caliper
55	CG	**CLUSEA GUTTIFERA** Small Leaf Clusea	12' height x 6 ' spread
28	VM or LC	**VIETCHIA MONTGOMERYANA** **LIVISTONIA CHINENSIS**	14' overall height 14' overall height
25	WR	**WASHINGTONIA ROBUSTA** Washingtonia Palm	Against service wall 15' overall height
13	RE	**ROYSTONEA ELATA** Royal Palm	5'-6' Gray Wood, 25' o.a. or smaller to fit budget
760	EU	**EUGENIA UNIFLORA** Surinam Cherry Hedge	**3 gallon** 24" ht. x 18" sprd per Miramar specs
3084	CDG	**CLUSEA GUTTIFERA 'Nana'** Dwarf Small Leaf Clusea	3 gallon 18" HT. X 24" W per Miramar specs
319	AZ	**ALPINIA ZERUMBET 'Variegata'** Variegated Ginger	3 gallon 24" x 24" per Miramar specs
723	AHD	**ALLAMANDA CATHARTICA'Hendersonii'** Henderson Dwarf Allamanda	3 gallon 18" ht x 24" w per Miramar specs
6	HL	**HYOPHORBE LAGENICAULIS** Bottle Palm	25 gallon, 6'-8' height
26	LJ	**LIGUSTRUM JAPONICUM** Japanese Privet	6' height
40	BR	**BROMELIAD** PORTEA 'Jungles'	9"pot, Source: Bullis Bromeliads, 30" O.C.
108	BROM	**BROMELIAD** AECHMEA 'Blue Tango'	6" pot, Source: Bullis Bromeliads, 30" O.C.
28	PP	**PLUMERIA PUDICA** Bridal Bouquet	15 gallon shrub, 6' o.a.
850	JV	**JASMINUM VOLUBILE** Sining Jasmine	2 gallon, 18" ht. x 24" with per Miramar specs
308	SA	**SCHEFFLERA ARBORICOLA Trinette** Schefflera TRINETTE	3 gallon
628	AW	**ACALYPHA WILKENSIANA** Copperleaf	3 gallon
210	SCH	**SCHEFFLERA ARBORICOLA GREEN** GREEN SCHEFFLERA	3 GALLON
		SLOW RELEASE FERTILIZER TABLETS	
		ST. AUGUSTINE 'FLORATAM'	Dense, solid, weed free, well established
		Black Mulch	

REQUIRED DRC NOTES, City of Miramar

FINAL INSPECTION'
- The Landscape Architect of record shall provide a certification letter to the City certifying that the landscaping was installed according to the plans and specifications before the landscape inspector makes the final inspection for all non-residential and planned community projects.

SIGHT TRIANGLES
- 10' x 10'. All proposed landscaping within clear sight triangles shall provide unobstructed cross-visibility at a level between thirty (30) inches and six (6) feet, provided that the plantings are located so as not to create a traffic hazard.

LIGHT POLES
- All trees shall be a minimum of 15' from light poles, and 7.5' for small trees and palms

FIRE HYDRANTS
- No visual screen or physical blockage shall be placed to any point within 7'-6" if the front and sides, or 4' behind the fire hydrant, fire department connections and check valves

UTILITIES
- All trees and palms shall be a minimum of 4' from underground utilities.
- All Shade Trees installed within six feet of public infrastructure shall utilize a root barrier system, as approved by the City.

BERMS
- Berms with hedges shall have a minimum height of 3' and shall have a maximum slope of 3:1.

LANDSCAPE, PLANTING
- All parking lot islands and parking medians shall be excavated to a minimum depth of 36" and back filled with clean fill and topsoil at least to the top of curb.
- The topsoil shall be clean and free of construction debris, weeds, rocks, noxious pests and diseases, and exhibit a pH of 6.5 to 7.0. The topsoil planting areas shall be amended with horticulturally acceptable organic material. All soils usec shall be suitable for the intended plant material. The source of the topsoil shall be known to the applicant and shall be acceptable to the City.
- Native topsoil on the site shall be retained on-site and used when there is sufficient quantity to cover at least some of the on-site landscape areas.
- A planting soil shall be used for all planting material except palms.
- Clean sand shall be used to back fill arid climate palms.
- The minimum planting soil depth shall be 6" for groundcovers, flowers, shrubs and hedges.
- Trees shall receive 12" of planting soil around the root ball.
- No hurricane trimming is permitted on Sabal Palms
- A 3" minimum thickness of approved organic mulch material, at time of final inspection, shall be installed in all landscaped areas not covered by buildings, pavement, sod, decorative stones, preserved areas and annual flower beds. Each tree shall have a ring of organic mulch at the perimeter of the root ball.
- All required trees shall be installed in accordance with the standards of ANSI A-300 Standards and Z-133. All other elements of landscaping shall be installed so as to meet all other applicable City Code requirements.
- All street trees shall have a root barrier when place within 3 feet from a paving edge.
- All trees and palms under overhead utilities shall conform to FPL criteria.
- Groundcovers shall be planted with a minimum of seventy-five percent (75%) coverage, with one hundred percent (100%) coverage occurring within three (3) months of installation.
- All plant material shall have a one year warranty.
- All shade trees within six feet of public infrastructure shall utilize a root barrier system, as approved by the City.

PLANT MATERIAL SPECIFICATIONS and MINIMUM SIZES
- Quality of Plants: Plants installed shall conform with, or exceed, the minimum standards for Florida Number 1 as provided in the most current edition of ":Grades and Standards for Nursery Plants", prepared by the State of Florida Department of Agriculture and Consumer Services.
- A spreading shrub shall not be less than twelve (12) inches in height by twenty-four (24) inches in width at time of planting.
- An upright shrub and hedge material shall have a minimum height of twenty-four (24) inches with a spread of eighteen (18) inches.
- All other shrubs must have a minimum height of twenty-four (24) inches with a spread of twenty-four (24) inches.

STABILIZATION
- All trees and palms planted as trees shall be securely guyed, braced and/or staked at the time of planting until established. All stabilization systems shall be clearly marked (flagged, painted, etc.) to prevent hazards and shall be capable of adjusting tension so as to maintain trees in a vertical and plumb position during the staking period. An approved stabilization detail is contained in the City's Landscape Manual. The use of nails, unprotected wired, rope, or other methods which damage the tree or palm is prohibited.

INSTALLATION
- All plants shall be installed so that the top of the root ball remains even with the soil grade. All guys and staking material should be removed when the tree is stable and established but in no case more than one (1) year after initial planting of the tree.

MPC 30

Miramar Park of Commerce

Miramar, Florida

Owner :
SUNBEAM PROPERTIES, INC.
10212 USA Today Way
Miramar, Fl. 33025
Tel. : 954-443 3551

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LANDSCAPE ARCHITECTS
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561 276 7750
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E:Mail murakami@bellsouth.net

⚠ DRC REVIEW
FEB 02, 2016

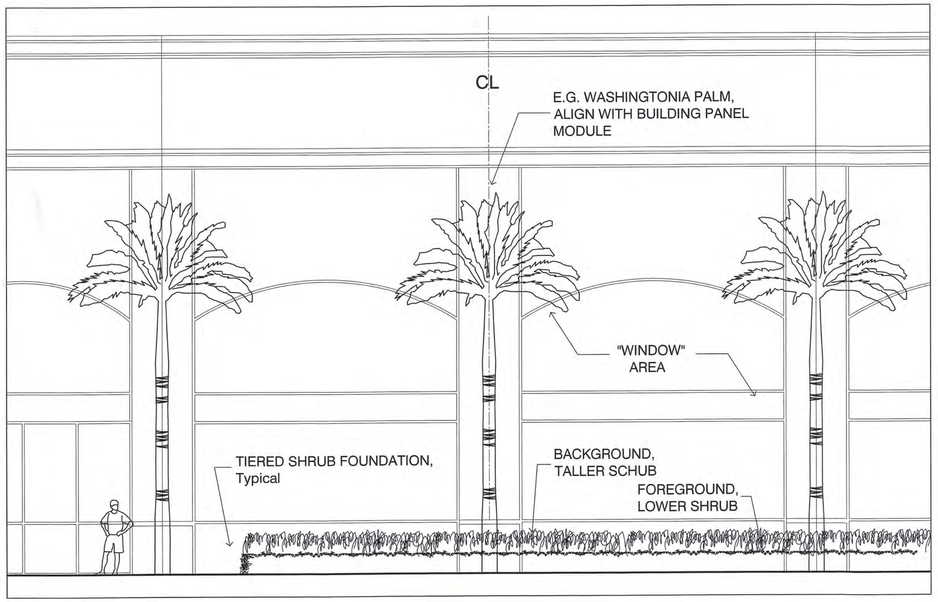
Scale:
Job Number:
Project Name:
Drawing Name:
Checked By:
Date: DECEMBER 21, 2015

PLANT LIST SUMMARY, LANDSCAPE TABULATION

SHEET NUMBER

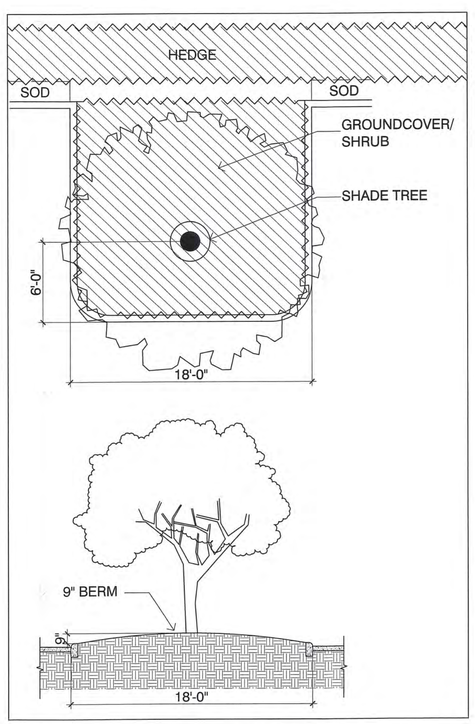
L-2

Sht. of



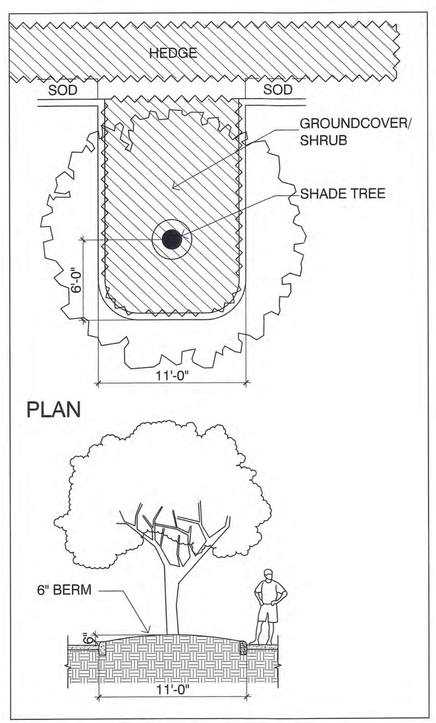
LANDSCAPE ALIGNMENT WITH BUILDING PANEL MODULE & FOUNDATION PLANTING
ELEVATION

Scale : 3/16" = 1'-0"



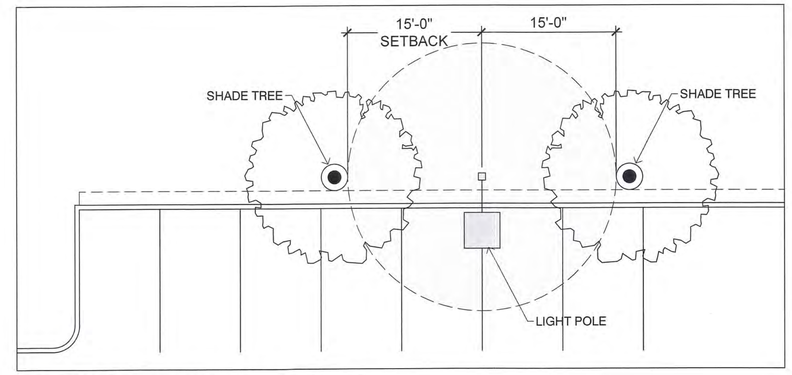
PARKING LOT ISLAND, 18'-0" WIDTH
TYPICAL SOD BORDER, SHADE TREE LOCATION AND BERM (9" HEIGHT)

Scale : 3/16" = 1'-0"



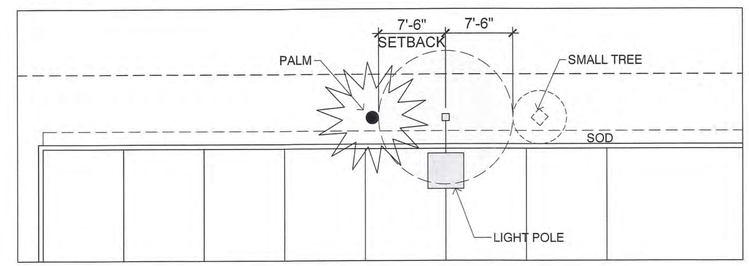
PARKING LOT ISLAND, 11'-0" WIDTH
TYPICAL SOD BORDER, SHADE TREE LOCATION AND BERM (6" HEIGHT)

Scale : 3/16" = 1'-0"



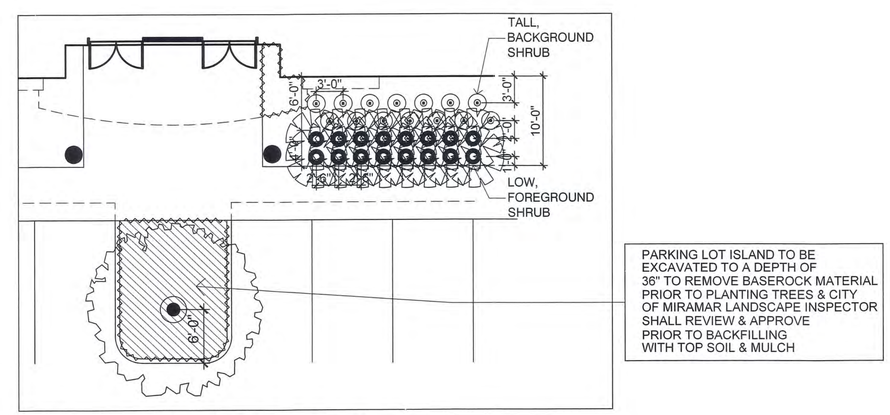
LANDSCAPE, LARGE SHADE TREE
SETBACK FROM LIGHT POLE, 15'

Scale : 1/8" = 1'-0"



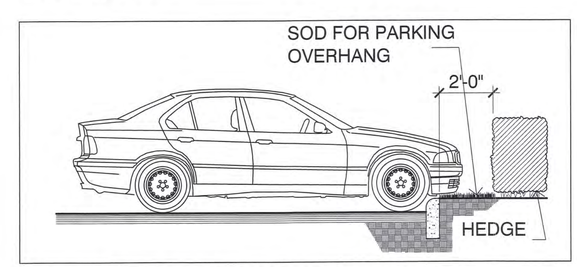
LANDSCAPE, SMALL SHADE TREE
SETBACK FROM LIGHT POLE, 7-6"

Scale : 1/8" = 1'-0"



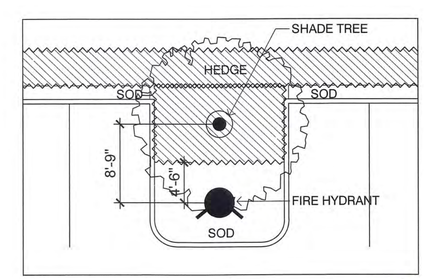
SPACING DIAGRAM FOR BUILDING FOUNDATION PLANTING

Scale : 1/8" = 1'-0"



SOD STRIP FOR PARKING OVERHANG, 2'-0"
SECTION/ELEVATION

Scale : 3/8" = 1'-0"



FIRE HYDRANT LANDSCAPE, SET-BACK
PLAN

Scale : 1/8" = 1'-0"

MPC 30

Miramar Park of Commerce
Miramar, Florida

Owner :
SUNBEAM PROPERTIES, INC.
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Scale:
Job Number:
Project Name:
Drawing Name:
Checked By:
Date: NOVEMBER 30, 2015

PLANTING DETAILS

SHEET NUMBER
L-3

PLANTING SPECIFICATIONS

I. SCOPE

THE WORK INCLUDES FURNISHING ALL PLANS, MATERIALS, EQUIPMENT, AND LABOR NECESSARY FOR PLANTING OF PLANT MATERIALS INDICATED ON THE DRAWINGS AND IN THESE SPECIFICATIONS.

II. PLANT MATERIALS

A. PLANT LIST

A LIST OF PLANT MATERIALS IS INCLUDED WITHIN THESE DRAWINGS.

B. QUANTITIES

1. QUANTITIES NECESSARY TO COMPLETE THE PLANTING ARE INDICATED WITHIN THESE DRAWINGS.

2. THE CONTRACTOR SHALL NOT BE RELIEVED OF THE RESPONSIBILITY OF OBTAINING SPECIFIED MATERIALS IN ADVANCE IF SPECIAL GROWING CONDITIONS OR OTHER ARRANGEMENTS MUST BE MADE IN ORDER TO SUPPLY SPECIFIED MATERIALS.

3. PLANT QUANTITIES ARE PROVIDED ONLY FOR THE CONVENIENCE OF LANDSCAPE CONTRACTOR. IN ALL CASES, THE PLANS SHALL HAVE PRECEDENCE OVER THE PLANT LIST IN QUANTITY AND AREA COVERAGE. ANY DICREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR CHECKING THE PLANS FOR PLANT QUANTITIES, AND AREA CALCULATIONS.

C. QUALITY AND SIZE

1. PLANTS SHALL HAVE A HABIT OF GROWTH THAT IS NORMAL FOR THE SPECIES AND SHALL BE HEALTHY, VIGOROUS, AND EQUAL FOR EXCEED THE MEASUREMENTS SPECIFIED IN THE PLANT LIST, WHICH ARE MINIMUM ACCEPTABLE SIZES. THEY SHALL BE MEASURED BEFORE PRUNING WITH BRANCHES IN NORMAL POSITION. ANY NECESSARY PRUNING SHALL BE DONE AT THE PLACE OF GROWTH PRIOR TO TRANSPLANTING. REQUIREMENTS FOR MEASUREMENTS, BRANCHING, GRADING, QUALITY, BALLING AND BURLAPPING OR PLANTS IN THE PLANT LIST SHALL FOLLOW THE FLORIDA 'GRADES AND STANDARDS FOR NURSERY STOCK. FOR FLORIDA NO. 1 OR BETTER AS OUTLINED IN THE 'GRADES AND STANDARDS FOR NURSERY PLANTS', PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. PLANTS THAT MEET THE REQUIREMENTS SPECIFIED, BUT DO NOT HAVE THE NORMAL BALANCE OF HEIGHT AND SPREAD TYPICAL FOR THE RESPECTIVE PLANT, SHALL NOT BE ACCEPTED.

2. ALL PLANT MATERIAL SHALL BE FLORIDA NO. 1 GRADE OR BETTER AS GIVEN IN THE CURRENT 'GRADES AND STANDARDS FOR NURSERY PLANTS, PREPARED BY THE STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

3. TREE CALIPER (TRUNK DIAMETER) SHALL BE MEASURED AT A POINT WHICH IS AT LEAST FOUR AND ONE-HALF (4 1/2) FEET (DBH) ABOVE EXISTING GRADE LEVEL OR AS DICTATED BY CITY/COUNTY/OR OTHER REGULATING AGENCY TO CONFORM WITH CODE REQUIREMENTS. THE MOST RESTRICTIVE CRITERIA FOR CALIPER MEASUREMENT SHALL APPLY. IF THEIR ARE ANY QUESTIONS OR CONFLICTS IN THE CODE, NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY FOR RESOLUTION.

4. PALM CALIPER SHALL BE MEASURED AS REQUIRED BY APPLICABLE JURISDICTIONAL CODES (DBH OR OTHERWISE)

5. ALL PLANT MATERIALS SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LANDSCAPE ARCHITECT AT PLACE OF GROWTH AND UPON DELIVERY FOR CONFORMITY TO SPECIFICATIONS.

6. ALL PLANTS SHALL BE TRUE TO SPECIES AND VARIETY AND SHALL CONFORM TO MEASUREMENTS SPECIFIED EXCEPT THAT PLANTS LARGER THAN SPECIFIED MAY BE USED IF APPROVED BY THE LANDSCAPE ARCHITECT. NO PLANTS SHALL BE ACCEPTED MEASURING LESS THAN ANY OF THE SPECIFIED REQUIREMENTS.

7. UNLESS OTHERWISE NOTED, ALL PLANTS SHALL BE EXCEPTIONALLY HEAVY, SYMMETRICAL, TIGHTLY KNIT, AND SO TRAINED OR FAVORED IN DEVELOPMENT AND APPEARANCE AS TO BE SUPERIOR TO FORM, NUMBER OF BRANCHES, COMPACTNESS, AND SYMMETRY.

D. SUBSTITUTIONS

SUBSTITUTIONS WILL BE PERMITTED ONLY UPON AUTHORIZATION BY THE LANDSCAPE ARCHITECT. REPLACEMENT SHALL BE OF THE NEAREST EQUIVALENT OBTAINABLE SIZE AND VARIETY OF THE PLANT HAVING THE SAME ESSENTIAL CHARACTERISTICS WITH AN EQUITABLE ADJUSTMENT OF CONTRACT PRICE. SHOULD THE LANDSCAPE ARCHITECT DEEM IT APPROPRIATE AND SUBSTITUTE PLANT MATERIAL OTHER THAN THAT SPECIFIED, IT SHALL BE ACCOMPLISHED AS LONG AS THE UNIT PRICE OF THE SUBSTITUTED ITEM DOES NOT EXCEED THE BID ITEM BEING REPLACED.

III. PLANTING

A. LAYOUT

1. LOCATION FOR PLANTS AND OUTLINES OF AREAS TO BE PLANTED AS INDICATED ON THE PLAN. WHERE CONSTRUCTION OR UTILITIES BELOW GROUND OR OVERHEAD ARE ENCOUNTERED OR WHERE CHANGES HAVE BEEN MADE IN THE CONSTRUCTION, NECESSARY ADJUSTMENTS WILL BE APPROVED BY THE LANDSCAPE ARCHITECT.

2. ALL TREE LOCATIONS SHALL BE STAKED BY THE CONTRACTOR AND APPROVED BY THE LANDSCAPE ARCHITECT BEFORE BEGINNING INSTALLATION OR WORK. ALL PLANTS AND PLANT LOCATIONS SHALL BE APPROVED IN FIELD BY THE LANDSCAPE ARCHITECT PRIOR TO PLANTING.

B. GRADING

1. CONTRACTOR SHALL VERIFY EXISTING GRADES AND DRAINAGE PATTERNS AND SHALL COORDINATE ALL GRADING, PARTICULARLY MOUNDING, WITH THE LANDSCAPE ARCHITECT. ALL NEW GRADING SHALL HAVE SMOOTH TRANSITIONS INTO EXISTING CONDITIONS.

2. GENERAL CONTRACTOR TO BRING ROUGH FINISH GRADE TO WITHIN 3" OF THE TOP OF WALK OR CURB GRADE. LANDSCAPE CONTRACTOR SHALL BE REQUIRED TO FILL AND GRADE TO 2" BELOW TOP OF WALK OR CURB IN ALL PLANTING AREAS. FINISH GRADE IN PLANTING AND SOD AREAS IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR CALCULATING FILL AND PLANTING SOIL QUANTITIES NECESSARY TO COMPLY WITH THIS NOTE.

3. THE CONTRACTOR WILL CONSTRUCT EARTH BERMS IN THE LOCATIONS AND CONFIGURATIONS INDICATED ON THE PLANTING PLANS WITH TOPSOIL SUPPLIED BY THE CONTRACTOR. EARTH BERMS SHALL BE COMPACTED TO SUCH A DEGREE THAT THEY SUPPLY A STABLE PLANTING SITE CAPABLE OF SUPPORTING TREES, SHRUBS, GROUND COVERS, VINES, AND LAWN. ALL ROUGH AND FINISH GRADING OF EARTH BERMS SHALL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR. IN THE VICINITY OF EACH EARTH BERM THE CONTRACTOR SHALL REGRADE AS NECESSARY TO BLEND EACH EARTH BERM INTO THE GENERAL CONTRACTOR'S SURROUNDING FINISH GRADE. THE CONTRACTOR SHALL INSURE THAT HIS WORK DOES NOT INTERRUPT ESTABLISHED DRAINAGE PATTERNS. FINAL GRADE OR EARTH BERMS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO PLANTING, SODDING, OR SEEDING OPERATIONS.

4. THE CONTRACTOR SHALL COMPACT TOPSOIL WITH A ROLLER IMPARTING NO MORE THAN 2.5 LBS. PER SQUARE INCH. THE TOPSOIL SHALL BE ROLLED TWICE: THE FIRST PASS IS TO BE PERPENDICULAR TO THE SECOND. ANY IRREGULARITIES IN THE SURFACE RESULTING FROM TOPSOILING OR OTHER OPERATIONS SHALL BE CORRECTED IN ORDER TO PREVENT THE FORMATION OF DEPRESSIONS OR WATER POCKETS.

5. IMMEDIATELY PRIOR TO ANY TURF OR GROUND COVER WORK, THE CONTRACTOR WILL FINE GRADE THE TOPSOIL TO A SMOOTH, EVEN SURFACE ASSURING POSITIVE DRAINAGE OF NO LESS THAN 1%. TURF WILL BE FLUSH TO THE TOP OF ADJACENT STRUCTURES OR CURBS.

C. SOIL PREPARATION

1. TOPSOIL TO BE USED FOR SOIL MIXTURE SHALL BE CLEAN, FERTILE, WELL-DRAINED AND OF UNIFORM QUALITY FREE OF CLAY, STONES, WEEDS, ROOTS AND FOREIGN DEBRIS. TOPSOIL TO BE APPROVED BY THE LANDSCAPE ARCHITECT. STANDARD PLANTING MIX SHALL BE COMPRISED OF A 60/40 MIX (SAND/FLORIDA MUCK).

AMENDMENTS SHALL BE ADDED TO PLANTING MIX PER SOIL TESTS. THE PH SHALL BE MAINTAINED AT 6.5 TO 7.5. THE SOIL SHALL BE IN A RELATIVELY DRY STATE AND MIXED THOROUGHLY BY HAND OR ROTARY MIXER. ALL PLANTING SHALL BE COATED WITH AN APPROVED WEED KILLER ACCORDING TO THE MANUFACTURER'S SPCEIFICATIONS.

2. ALL PLANTS TO RECEIVE 20-10-5 FORMULA 21 GRAMS AGRIFORM PLANTING TABLETS OR WOODACE 18 GRAM BRIQUETTES (14-3-3 FORMULA) AND SHALL BE EVENLY DISTRIBUTED IN PLANT PITS NO DEEPER THAN 4 INCHES. RATES OF APPLICATION AND DIRECTIONS SHALL BE IN ACCORDANCE TO MANUFACTURER'S SPECIFICATIONS.

D. SETTING TREES

1. CONTRACTOR SHALL VERIFY ALL EXISTING FACILITIES AND UNDERGROUND CONDITIONS PRIOR TO BEGINNING EXCAVATIONS OF TREE PITS AND PLANT BEDS.

2. UNLESS OTHERWISE SPECIFIED, ALL TREES SHALL BE PLANTED IN PITS, CENTERED, AND SET ON SIX INCHES (6") OF COMPACTED TOPSOIL TOPSOIL TO SUCH DEPTHS THAT THE FINISHED GRADE LEVEL OF THE PLANT AFTER SETTLEMENT SHALL BE THE SAME AS THAT AT WHICH THE PLANT WAS GROWN. THEY SHALL BE PLANTED UPRIGHT AND FACED TO GIVE THE BEST APPEARANCE OR RELATIONSHIP TO GRADING. PLANTING SOIL SHALL BE PLACED AND COMPACTED THOROUGHLY AND SHALL BE SETTLED BY WATERING. NO FILLING AROUND TRUNKS WILL BE PERMITTED. AFTER THE GROUND SETTLES, ADDITIONAL SOIL SHALL BE FILLED INTO THE LEVEL OF THE FINISHED GRADE, ALLOWING THREE INCHES (3") OF MULCH TO FORM A SHALLOW SAUCER AROUND EACH PLANT.

3. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO TEST EACH TREE PLANTING PIT FOR DRAINAGE AND ASSURE GOOD PERCOLATION PRIOR TO PLANTING TREES AND PALMS.

E. PRUNNING-NEW PLANT MATERIAL

REMOVE DEAD AND BROKEN BRANCHES FROM ALL PLANT MATERIAL. PRUNE TO RETAIN NATURAL GROWTH HABIT OR INDIVIDUAL PLANTS WITH AS MUCH HEIGHT AND SPREAD AS PRUNE TO NAA STANDARDS.

F. STAKING TREES

1. TREES SHALL BE STAKED WITHIN 24 HOURS AFTER EACH IS INSTALLED. AFTER 14 HOURS THE LANDSCAPE ARCHITECT WILL PROHIBIT ANY FURTHER PLANTING UNTIL ALL INSTALLED TREES ARE STAKED. SUCH STORAGE WILL NO WAY ALTER THE CONTRACTOR'S COMPLETION DATE.

2. STAKING OF TREES IS TO BE USED BY THE CONTRACTOR, WHO WILL BE RESPONSIBLE FOR MATERIAL REMAINING PLUMB AND STRAIGHT FOR ALL GIVEN CONDITIONS THROUGH THE GUARANTEE PERIOD.

3. STAKE ALL TREES UNDER THREE INCH (3") CALIPER WITH TWO (2) 8' STEEL T-POST TREE STAKES. LOCATE FIRST STAKE OPPOSITE FIRST. STAKES SHALL BE AS CLOSE TO MAIN TRUNK AS IS PRACTICAL, AVOIDING ROOT INJURY, AND DRIVEN AT LEAST EIGHTEEN INCHES (18") INTO FIRM GROUND.

4. TIE TREE TO STAKES USING APPROVED TREE TIES. TIES SHALL BE LOCATED MIDWAY WITHIN TREE CROWN OR AT A LOCATION APPROXIMATELY TWO-THIRDS (2/3) OF THE OVERALL HEIGHT OF THE TREE. LOCATE TIE JUST ABOVE MAJOR SIDE BRANCH IN ORDER TO DETER SLIPPAGE AND FASTEN TO STAKE. SECURE SECOND TIE OPPOSITE FIRST AT TREE AND FASTEN TO OPPOSITE STAKE.

G. GUYING TREE

1. GUY ALL TREES GREATER THAN THREE INCHES (3") IN CALIPER IN THREE (3) DIRECTIONS WITH TWO (2) STRANDS OF NO.12 GALVANIZED WIRE ATTACHED TO ANCHORS DRIVEN BELOW GRADE. WHEN SECURING WIRES TO TREES, COVER ALL WIRES WHICH MAY COME IN CONTACT WITH ANY PART OF THE TREE WITH NEW 3-4" DIAMETER BLACK RUBBER HOSE. PLACE GUYS NOT LESS THAN 1.3 HEIGHT OF TREE ABOVE GROUND. PLACE ANCHORS SO THAT GUYS ARE EQUALLY SPACED AND AT 45 DEGREE ANGLES TO HORIZON. KEEP GUYS TAUGHT UNTIL PROJECT COMPLETION. SECURE A RIBBON OF FLOURESCENT FLAGGING TAPE AT MIDPOINT OF EACH GUY WIRE.

2. NO NAILS OR ANY OTHER FASTENERS SHALL DIRECTLY PENETRATE THE BARK AND TRUNK OF THE TREE.

H. MULCH

ALL INDIVIDUAL TREE, PALM AND SHRUB PITS AND BEDS SHALL BE MULCHED WITH A MINIMUM THREE INCH (3") LAYER OF GRADE A, SHREDDED CYPRESS MULCH.

I. SOD

1. SOD SHALL BE ST. AUGUSTINE 'FLORATAM', UNLESS OTHERWISE SPECIFIED, SOLID AND FREE OF WEEDS, LAID WITH ALTERNATING AND ABUTTING JOINTS. ALL SODDED AREAS ARE TO BE HAND RAKED BEFORE SOD IS INSTALLED. ROCKS STICKS, DEBRIS, AND BUMPS ARE TO BE ELIMINATED. SOD SHALL BE LAID TO THE EDGE OF PAVEMENT IN RIGHT-OF-WAY AND INSTALLED WITHIN 48 HOURS OF BEING CUT.

2. ALL NEWLY SODDED AREAS SHALL BLEND AND MATCH WITH EXISTING SODDED AREAS SO AS TO PRODUCE A SMOOTH, UNIFIED LAWN. THE LANDSCAPE ARCHITECT SHALL APPROVE FINAL GRADES PRIOR TO INSTALLATION OF LAWN.

IV. MAINTENANCE

MAINTENANCE SHALL BEGIN IMMEDIATELY AFTER EACH PLANT IS PLANTED AND SHALL CONTINUE UNTIL ALL PLANTING HAS PASSED FINAL INSPECTION AND ACCEPTANCE. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, CULTIVATING, REMOVAL OR DEAD MATERIAL, RESETTING PLANTS TO PROPER GRADES OR UPRIGHT POSITION AND RESTORATION OF THE PLANTING SAUCER AND ANY OTHER NECESSARY OPERATIONS. PROPER PROTECTION TO LAWN AREAS SHALL BE PROVIDED AND ANY DAMAGE RESULTING FROM PLANTING OPERATIONS SHALL BE REPAIRED PROMPTLY.

V. INSPECTION AND ACCEPTANCE

A. INSPECTION

INSPECTION OF WORK TO DETERMINE COMPLETION OF CONTRACT, EXCLUSIVE OF THE POSSIBLE REPLACEMENT OF PLANTS, WILL BE MADE BY THE OWNER AND/OR LANDSCAPE ARCHITECT AT THE CONCLUSION OF ALL PLANTING AND AT THE WRITTEN REQUEST OF THE CONTRACTOR.

B. ACCEPTANCE

AFTER INSPECTION, THE CONTRACTOR WILL BE NOTIFIED BY THE OWNER OF THE ACCEPTANCE OF ALL WORK OF PLANTING, EXCLUSIVE OF THE POSSIBLE REPLACEMENT OF PLANTS SUBJECT TO GUARANTEE OR IF THERE ARE ANY DEFICIENCIES OR THE REQUIREMENT FOR COMPLETION OF THE WORK.

VI. GUARANTEE AND REPLACEMENT

A. GUARANTEE

1. ALL NEW PLANT MATERIALS SHALL BE GUARANTEED OF ACCEPTANCE AND SHALL BE ALIVE AND IN SATISFACTORY CONDITION AND GROWTH FOR EACH SPECIFIC KIND OF PLANT AT THE END OF THE GUARANTEE PERIOD.

2. ALL TREES AND PALMS PLANTED SHALL BE FULLY WARRANTED BY THE CONTRACTOR AND WILL BE HEALTHY AND IN A FLOURISHING CONDITION OF ACTIVE GROWTH ONE (1) YEAR (365 CALENDAR DAYS) FROM DATE OF FINAL ACCEPTANCE.

3. ALL SHRUBS, GROUND COVERS, VINES AND SOD SHALL BE FULLY WARRANTED FOR (365) CALENDER DAYS UNDER THE SAME CONDITIONS.

B. REPLACEMENT

1. AT THE END OF THE GUARANTEE PERIOD, ANDY PLANT REQUIRED UNDER THIS CONTRACT THAT IS DEAD OR NOT IN SATISFACTORY GROWTH, AS DETERMINED BY THE LANDSCAPE ARCHITECT, SHALL BE REMOVED FROM THE SITE AND REPLACED WITHIN FIFTEEN (15) DAYS WITH NO EXTRA COST TO OWNER.

2. ALL REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FURNISHED AND PLANTED AS SPECIFIED HEREIN. THE COST SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

C. MATERIALS AND OPERATIONS

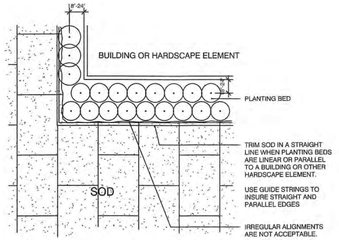
1. CONTRACTOR SHALL SCHEDULE AND ATTEND A PRE-CONSTRUCTION CONFERENCE WITH REPRESENTATIVES OF THE OWNER. THE LANDSCAPE ARCHITECT, AND THE ARCHITECT BEFORE COMMENCING WORK.

2. ALL LANDSCAPING SHALL BE INSTALLED IN A SOUND, WORKMANLIKE MANNER AND ACCORDING TO ACCEPTED GOOD PLANTING PROCEDURES AS PRESCRIBED BY THE AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS.

VII. CARE AND MAINTENANCE SCHEDULE

A. THE CONTRACTOR SHALL FURNISH THE OWNER WITH A WRITTEN AND DETAILED DESCRIPTION FOR THE CARE AND MAINTENANCE OF ALL PLANT MATERIAL AT THE TIME OF FINAL INSPECTION. THE OWNER AGREES TO EXECUTE THE INSTRUCTIONS FOR SUCH CARE AND MAINTENANCE.

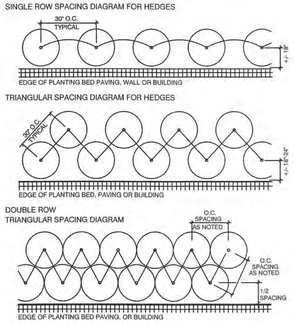
B. ALL LANDSCAPING SHALL BE MAINTAINED IN A HEALTHY GROWING CONDITION AND SHALL BE KEPT FREE FROM REFUSE AND DEBRIS. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, MOWING, FERTILIZING, TREATING, MULCHING, PRUNING, REMOVAL/ REPLACEMENT OF DEAD OR DISEASED TREES AND REMOVAL OF REFUSE AND DEBRIS ON A REGULAR BASIS SO AS TO PRESENT A NEAT AND WELL-KEPT APPEARANCE AT ALL TIMES.



PLAN

SOD TRIMMING-LINEAR SHRUB BEDS

NOT TO SCALE

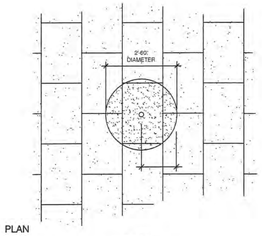


PLAN NOTE:

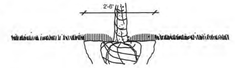
ALLOW SUFFICIENT SPACE FOR MATURE GROWTH OF SHRUBS WHEN INSTALLING AT BASE OF BUILDINGS. ANTICIPATE MAINTENANCE, ACCESS, CLEANING OF WINDOWS, PAINTING.

SHRUB/PLANT SPACING DIAGRAMS

NOT TO SCALE



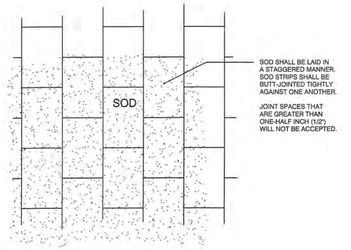
PLAN



SECTION

TREE RING

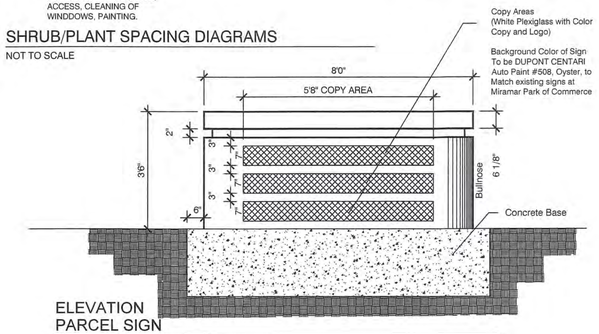
NOT TO SCALE



PLAN

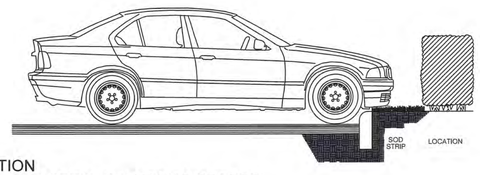
SOD PLANTING

NOT TO SCALE



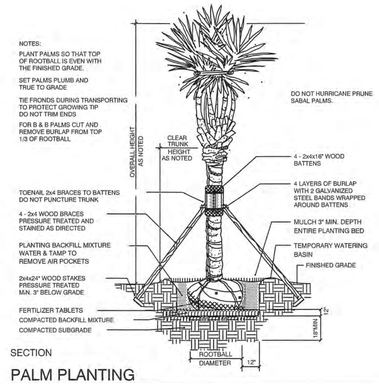
ELEVATION
PARCEL SIGN

NOT TO SCALE



ELEVATION
2' WIDE SOD STRIP @ PARKING SPACES

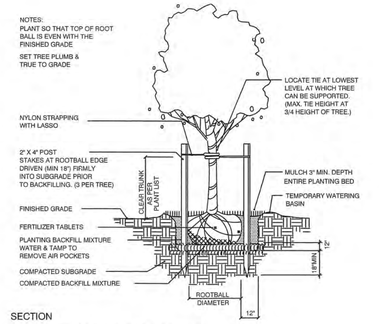
NOT TO SCALE



SECTION

PALM PLANTING

NOT TO SCALE

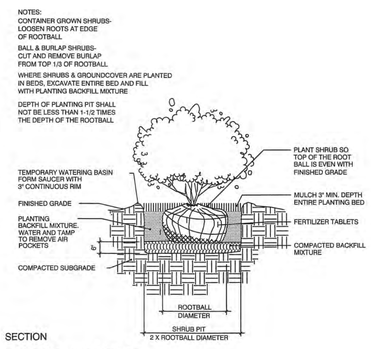


SECTION

TREE PLANTING/STAKING

NOT TO SCALE [TO 3" CAIJPER]

ROOT BALL SHALL BE PLANTED 10 % HIGHER THAN ADJACENT GRADE



SECTION

SHRUB PLANTING

NOT TO SCALE

MPC 30

Miramar Park of Commerce
Miramar, Florida

Owner :
SUNBEAM PROPERTIES, INC.
10212 USA Today Way
Miramar, Fl. 33025
Tel. : 954-443 3551

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MURAKAMI
LANDSCAPE ARCHITECTS
326 NE 1st Avenue Delray Beach, Florida 33444-3804
561 276 7750
FAX 561 276 7750
E:Mail murakami@bellsouth.net

Scale:
Job Number:
Project Name:
Drawing Name:
Checked By:
Date: NOVEMBER 30, 2015

LANDSCAPE NOTES, DETAILS & SPECIFICATIONS

SHEET NUMBER

L-4

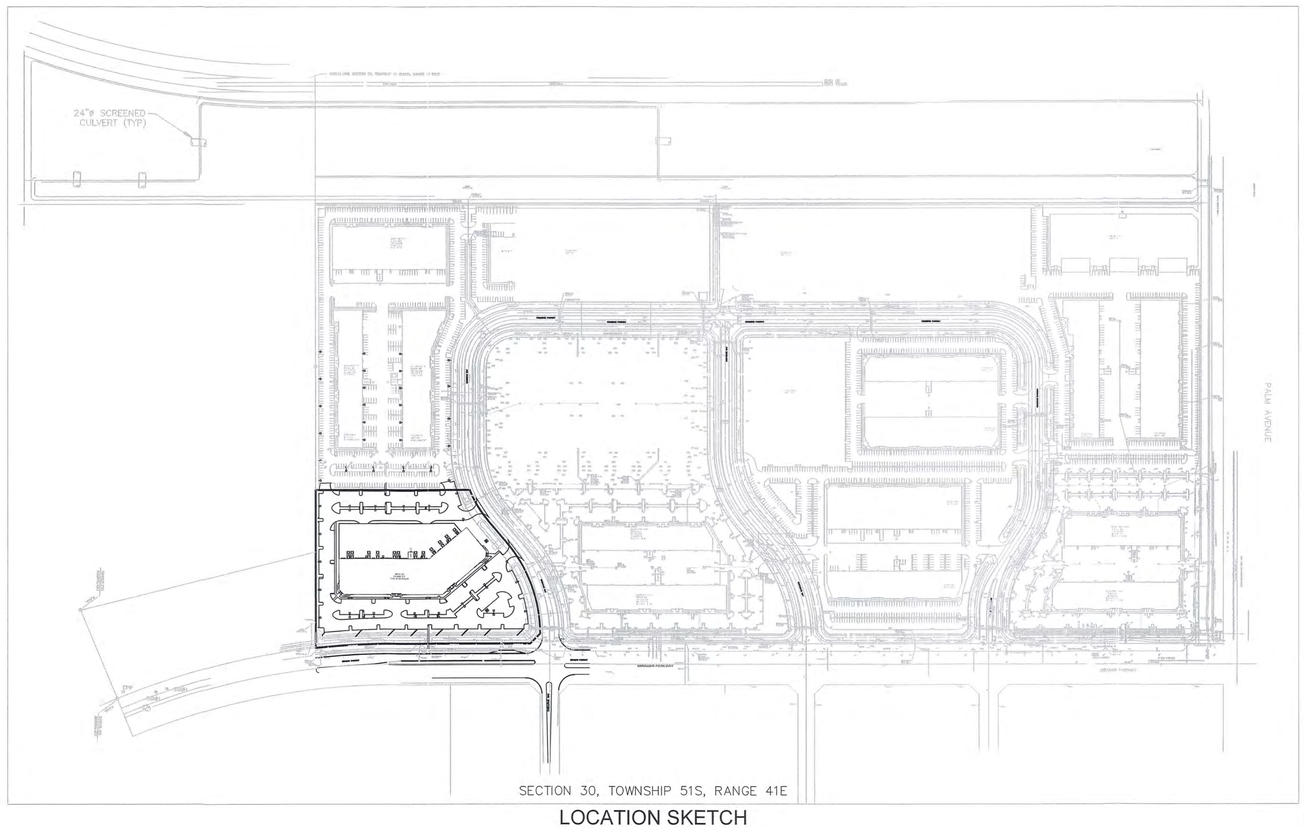
Sht. of

MPOC#30

MIRAMAR PARK OF COMMERCE PHASE III

INDEX:

C1	HORIZONTAL CONTROL PLAN
C2	PAVEMENT MARKING & SIGNAGE PLAN
C3	PAVING, GRADING, AND DRAINAGE PLAN
C4	WATER & SEWER PLAN
C5	PAVING, GRADING & DRAINAGE DETAILS
C5A	CITY OF MIRAMAR STANDARD DETAILS
C6	SBDD STANDARD DETAILS
C7.1-7.4	CITY OF MIRAMAR STANDARD WATER AND SEWER DETAILS
C7.5	WATER AND SEWER DETAILS
C8	GENERAL NOTES & SPECIFICATIONS
FP1	FIRE DEPARTMENT CONSTRUCTION ACCESS PLAN
FP2	FINAL FIRE DEPARTMENT PROTECTION PLAN



LOCATION SKETCH
(NOT TO SCALE)

LEGAL DESCRIPTION:

A PORTION OF PARCEL "D", ACCORDING TO THE PLAT OF MIRAMAR PARK OF COMMERCE PHASE III, AS RECORDED IN PLAT BOOK 161, AT PAGE 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL "M-1", AS SHOWN ON THE SAID PLAT OF MIRAMAR PARK OF COMMERCE PHASE III, ; THENCE SOUTH 02 DEGREESS 12 MINUTES 41 SECONDS EAST, ALONG THE WEST LINE OF SAID PARCEL "D", FOR 1039.50 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE NORTH 87 DEGREES 47 MINUTES 19 SECONDS EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE AND ALONG A LINE THAT IS 1039.50 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF SAID PARCEL "D", FOR 558.10 FEET TO A POINT ON THE NEXT DESCRIBED CIRCULAR CURVE; SAID POINT BEARS SOUTH 65 DEGREES 58 MINUTES 32 SECONDS WEST FROM THE RADIUS POINT OF THE FOLLOWING DESCRIBED CIRCULAR CURVE; THENCE SOUTHEASTERLY, ALONG SAID CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 402.34 FEET AND A CENTRAL ANGLE OF 18 DEGREES 37 MINUTES 06 SECONDS FOR AN ARC DISTANCE OF 130.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH 42 DEGREES 38 MINUTES 34 SECONDS EAST FOR 100.94 FEET TO A POINT OF CURVATURE, THENCE SOUTHEASTERLY, ALONG SAID CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 509.00 FEET AND A CENTRAL ANGLE OF 40 DEGREES 29 MINUTES 03 SECONDS FOR AN ARC DISTANCE OF 359.63 FEET TO A POINT ON SAID CIRCULAR; THENCE SOUTH 42 DEGREES 50 MINUTES 30 SECONDS WEST FOR 49.50 FEET; SAID LAST DESCRIBED FOUR COURSES BEING ALONG THE EAST LINE OF PARCEL "D", ALSO BEING THE WEST RIGHT-OF-WAY LINE OF EXECUTIVE WAY AS SHOWN ON THE SAID PLAT OF "MIRAMAR PARK OF COMMERCE PHASE III", THENCE SOUTH 87 DEGREES 50 MINUTES 29 SECONDS WEST FOR 493.05 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, ALONG SAID CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 2651.71 FEET AND A CENTRAL ANGLE OF 06 DEGREES 09 MINUTES 16 SECONDS FOR AN ARC DISTANCE OF 284.84 FEET TO A POINT ON SAID CIRCULAR CURVE; SAID LAST DESCRIBED TWO COURSES BEING COINCIDENT WITH THE NORTH RIGHT-OF-WAY LINE OF MIRAMAR PARKWAY, AS SHOWN ON THE SAID PLAT OF "MIRAMAR PARK OF COMMERCE PHASE III"; THENCE NORTH 02 DEGREES 12 MINUTES 41 SECONDS WEST, ALONG THE WEST LINE OF SAID PARCEL "D", FOR 568.38 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN THE NORTH ½ OF SECTION 30, TOWNSHIP 51 SOUTH, RANGE 41 EAST, CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.

DENNIS R. SHULTZ
LICENSE
No. 58159
STATE OF FLORIDA
PROFESSIONAL ENGINEER

NOTE:

THIS SET OF PLANS IS DESIGNED USING NGVD 29 DATUM.

NAVD 88 = NGVD 29 - 1.58'

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CIVIL ENGINEERS

241 COMMERCIAL BLVD.
LAUDERDALE-BY-THE-SEA, FL 33308
EB# 6578

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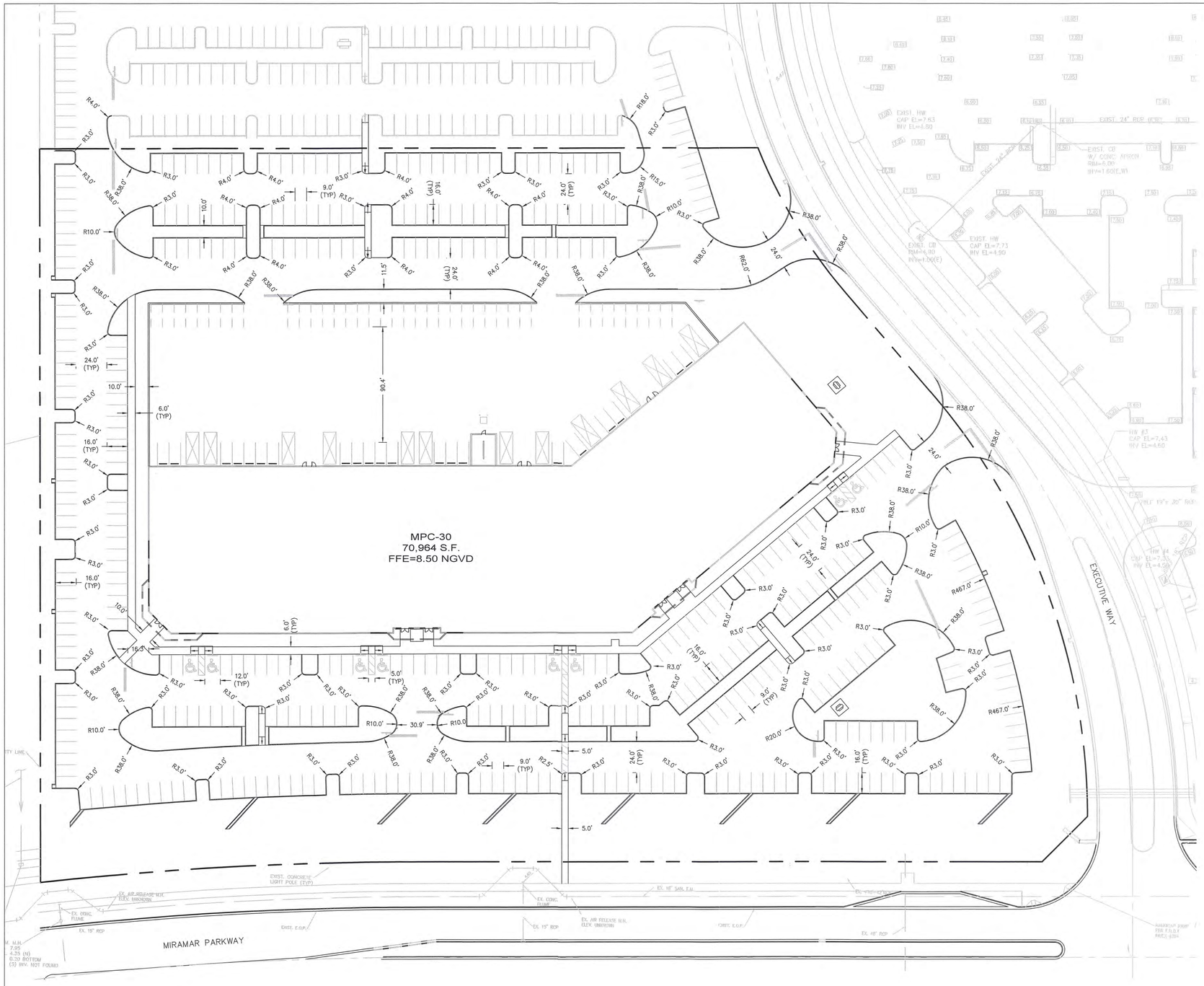
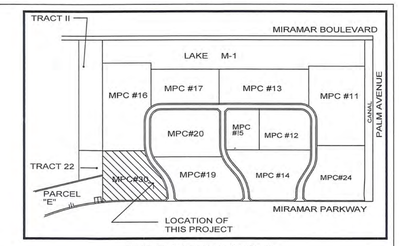
FAX: (954) 522-7630
www.flynnengineering.com

NORTH

Job No.	98-1024.00
Plot Date	01/29/16
Drawn by	SHG
Proj. Engr.	DRS
Appr. by	DRS





SECTION-21 / TOWNSHIP-51S / RANGE-41E

LOCATION SKETCH

(NOT TO SCALE)

HORIZONTAL CONTROL NOTES:

1. ENGINEERING LAYOUT BASED ON SITE PLAN BY SCOTT D. DYER ARCHITECT, P.A.
2. COORINATES SHOWN FOR CORNER OF BUILDINGS ARE OUTER EDGE OF BUILDING. REFER TO ARCHITECT'S PLANS FOR OVERALL BLDG. DIMENSIONS.
3. ROADWAY DIMENSIONS ARE TO FACE OF CURB WHERE APPLICABLE.
4. BOUNDARY DIMENSIONS ARE BASED ON SURVEY BY MILLER LEGG & ASSOC., INC. DATED 5/18/00, JOB# 71250
5. SEE SHEET C2 FOR THE PAVEMENT MARKING AND SIGNAGE PLAN.
6. ALL EXISTING CONTROL POINTS AND/OR REFERENCE MARKERS SHALL BE RAISED TO FINAL GRADE. THESE POINTS AND REFERNCE MARKERS SHALL BE NOTED ON THE PLANS.

LEGEND:

- (0.00) PROPOSED ELEVATION
- EXISTING ELEVATION
- EXISTING POWER POLE
- EXISTING JUNCTION BOX
- EXISTING CATCH BASIN
- PROPOSED CATCH BASIN
- PROPOSED PLUG
- PROPOSED POST INDICATOR VALVE
- TEE
- WATER METER
- DOUBLE DETECTOR CHECK W/ WAFER CHECK VALVE ON DOWNSTREAM SIDE
- REDUCED PRESSURE BACKFLOW PREVENTOR
- DIRECTIONAL FLOW ARROW AND GRAVITY SEWER
- EXISTING MANHOLE
- PROPOSED MANHOLE
- W — WATER MAIN
- FM — SANITARY FORCE MAIN
- VALVE
- FIRE HYDRANT
- CLEANOUT
- EDGE OF PROPOSED PAVEMENT
- HEAVY DUTY ASPHALT PAVING
- DIRECTION OF SURFACE DRAINAGE
- SAMPLE POINT
- EXIST. WATER MAIN
- EXIST. UTILITY LINE TO BE REMOVED
- EXISTING FENCE
- PROPOSED FENCE
- EXISTING BUILDING
- FIRE DEPT. CONNECTION

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VERTICAL DATUM CONVERSION

GRADING SHOWN UTILIZES N.G.V.D. 29

N.G.V.D. 29
1.5'
N.A.V.D. 88

N.A.V.D. 88 = N.G.V.D. 29 − 1.5'
N.G.V.D. 29 = N.A.V.D. 88 + 1.5'

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MIRAMAR PARK OF COMMERCE

Sheet Title
HORIZONTAL CONTROL PLAN

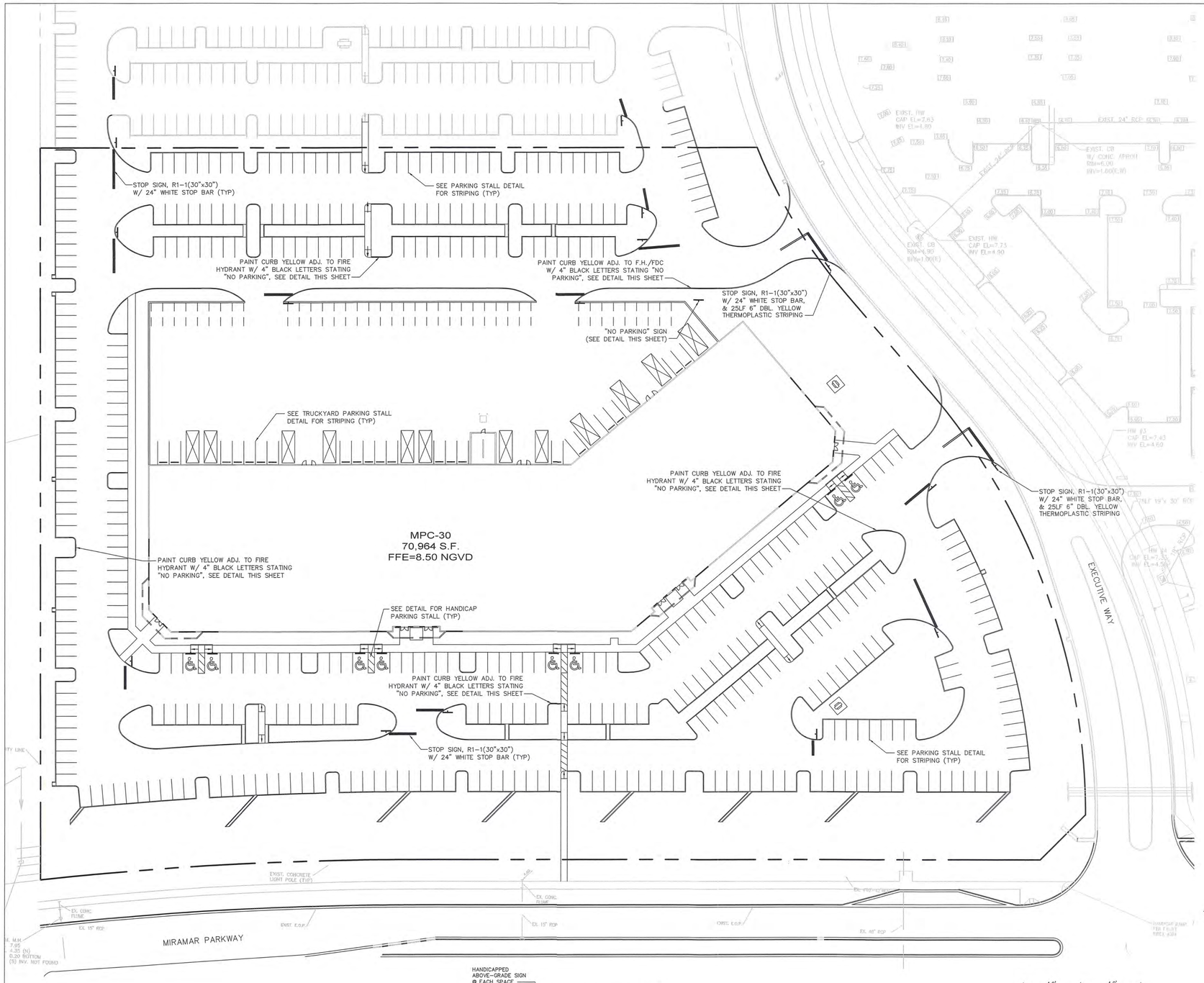
Job Title
MIRAMAR PARK OF COMMERCE #30
MPC - PHASE III

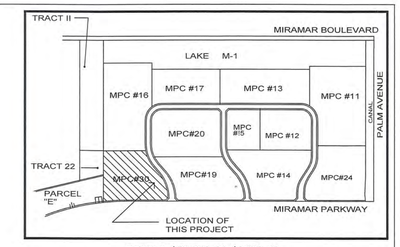
SUNBEAM PROPERTIES
MIRAMAR, BROWARD COUNTY, FLORIDA

Phase:
PERMITTING DOCUMENTS

DENNIS R. SHULTZ
LICENSE
No. 56159
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Scale: 1"=40'	Date 11/30/15
Job No. 98-1024.00	Plot Date 01/29/16
Drawn by SHG	Sheet No. C1
Proj. Engr. DRS	
Appr. by DRS	1 of 15





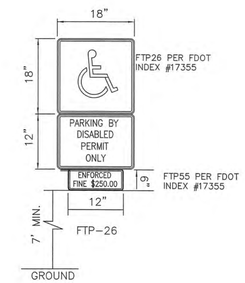
SECTION-21 / TOWNSHIP-51S / RANGE-41E

LOCATION SKETCH

(NOT TO SCALE)

PAVEMENT MARKING AND SIGNAGE NOTES:

1. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC, EXCEPT FOR PARKING STALL STRIPING.
2. R1-1 SIGNS SHALL BE HIGH INTENSITY.
3. ALL SIGNAGE & PAVEMENT MARKING SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)
4. ALL DIMENSIONS FOR STOP BARS ARE FROM FRONT OF STOP BAR TO EDGE OF PAVEMENT OF NEAREST TRAVEL LANE.



NOTES:
1. HANDICAPPED SIGN WILL BE OF F.D.O.T. (BLUE) COLOR.

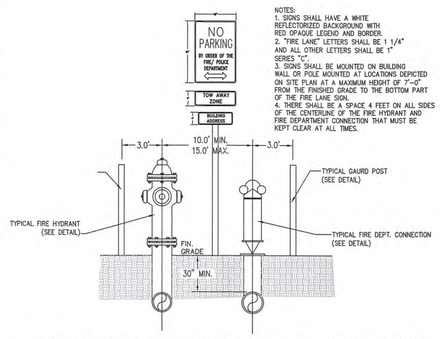
2. PAVEMENT BORDER LINES (ONE ON EACH SIDE) OF THE HANDICAP SPACE WILL BE ON A BLUE COLOR OF A QUALITY EQUIVALENT TO SUPER STRIPE TRAFFIC PAINT SOLD BY FOX RALLY SYSTEMS, INC OF CARY, ILLINOIS, PHONE 1-800-323-4770 SHALL BE STRIPED ON THE WEARING SURFACE OF EACH SPACE.
ORDINANCE NO. 1550.

3. ALL LETTERS IN MIDDLE PORTION OF SIGN ARE 1.5" SERIES AT 1.5" SPACING.

4. ALL LETTERS IN BOTTOM PORTION OF SIGN ARE 1" SERIES AT 1" SPACING.

HANDICAP PARKING SIGN

N.T.S.



NOTES:
1. SIGNS SHALL HAVE A WHITE REFLECTORIZED BACKGROUND WITH RED OPAQUE LEGEND AND BORDER.
2. "FIRE LANE" LETTERS SHALL BE 1 1/4" AND ALL OTHER LETTERS SHALL BE 1" SERIES "C".
3. SIGNS SHALL BE MOUNTED ON BUILDING WALL OR POLE MOUNTED AT LOCATIONS DEPICTED ON SITE PLAN AT A MAXIMUM HEIGHT OF 7'-0" FROM THE FINISHED GRADE TO THE BOTTOM PART OF THE FIRE LANE SIGN.
4. THERE SHALL BE A SPACE 4 FEET ON ALL SIDES OF THE CENTERLINE OF THE FIRE HYDRANT AND FIRE DEPARTMENT CONNECTION THAT MUST BE KEPT CLEAR AT ALL TIMES.

TYPICAL FIRE HYDRANT/FIRE DEPT. CONNECTION

N.T.S.

LEGEND:

- (0.00) PROPOSED ELEVATION
- 5.5 EXISTING ELEVATION
- EXISTING POWER POLE
- EXISTING JUNCTION BOX
- EXISTING CATCH BASIN
- PROPOSED CATCH BASIN
- PROPOSED PLUG
- PROPOSED POST INDICATOR VALVE
- TEE
- WATER METER
- DOUBLE DETECTOR CHECK W/ WAFER CHECK VALVE ON DOWNSTREAM SIDE
- REDUCED PRESSURE BACKFLOW PREVENTOR
- DIRECTIONAL FLOW ARROW AND GRAVITY SEWER
- EXISTING MANHOLE
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- CLEANOUT
- EDGE OF PROPOSED PAVEMENT
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- PROPOSED FENCE
- EXISTING BUILDING
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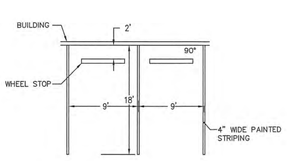
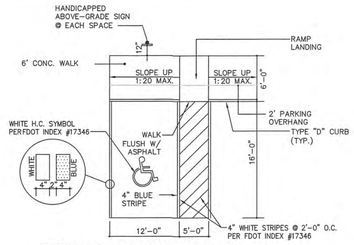


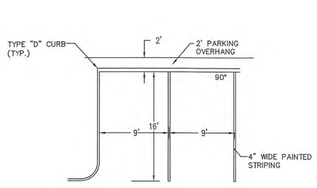
TYPICAL TRUCKYARD PARKING LAYOUT (90°)

N.T.S.



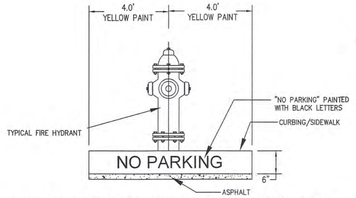
TYPICAL HANDICAP PARKING LAYOUT

N.T.S.



TYPICAL PARKING LAYOUT (90°)

N.T.S.



TYPICAL CURB MARKINGS AT FIRE HYDRANTS AND FIRE DEPARTMENT CONNECTION LOCATIONS

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VERTICAL DATUM CONVERSION

GRADING SHOWN UTILIZES N.G.V.D. 29

N.G.V.D. 29

1.5'

N.A.V.D. 88

N.A.V.D. 88 = N.G.V.D. 29 - 1.5'
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MIRAMAR PARK OF COMMERCE

Sheet Title
PAVEMENT MARKING & SIGNAGE PLAN

Job Title
MIRAMAR PARK OF COMMERCE #30
MPC - PHASE III

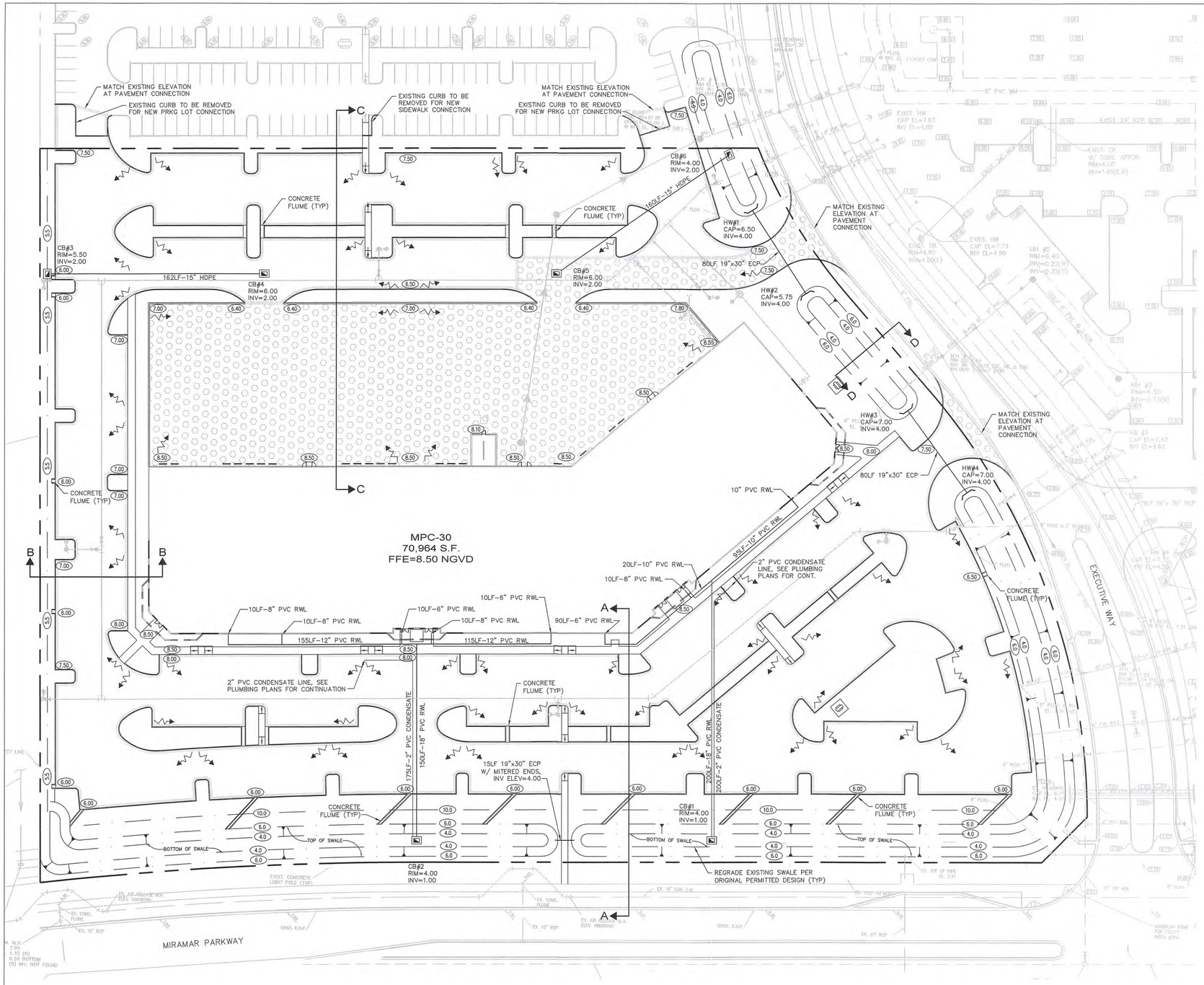
SUNBEAM PROPERTIES
MIRAMAR, BROWARD COUNTY, FLORIDA

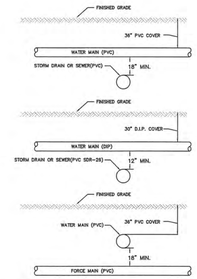
Phase:
PERMITTING DOCUMENTS

Revisions

DENNIS R. SHULE LICENSE No. 54585 STATE OF FLORIDA PROFESSIONAL ENGINEER

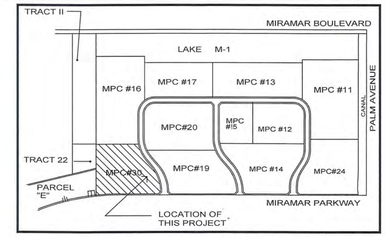
Scale: 1"=40'	Date 11/30/15
Job No. 98-1024.00	Plot Date 01/29/16
Drawn by SHG	Sheet No. C2
Proj. Engr. DRS	
Appr. by DRS	2 of 15





UTILITY CROSSING

N.T.S.



SECTION-21 / TOWNSHIP-51S / RANGE-41E

LOCATION SKETCH

(NOT TO SCALE)

GENERAL NOTES:

1. CLEANOUTS AND MANHOLES ON SANITARY LINES ARE TO BE ADJUSTED TO BE FLUSH WITH FINISHED
2. CONTRACTOR SHALL PROVIDE FITTINGS (WYES, TEE, REDUCERS, ETC.) AS REQUIRED TO FURNISH A COMPLETE WORKING SYSTEM BASED ON THE LAYOUT SHOWN ON THESE PLANS.
3. SERVICE LINES SHALL BE LAID AT A MINIMUM 1% SLOPE UNLESS NOTED OTHERWISE ON PLANS.
4. CONTRACTOR SHALL PROVIDE EASEMENT DOCUMENTATION AROUND MH'S, BACKFLOW PREVENTORS, MAINLINES, METERS, ETC. AS REQUIRED BY THE CITY SO THAT THE OWNER MAY RECORD ANY EASEMENTS WITH THE CITY. CONTRACTOR'S SURVEYOR MUST COORDINATE WITH THE CITY AND PROVIDE ALL NECESSARY EASEMENT DOCUMENTATION TO THE OWNER.
5. CONTRACTOR IS RESPONSIBLE TO COORDINATE WITH THE CITY UTILITY DEPT. ANY WATER MAIN CONNECTIONS. UTILITY CONNECTIONS AND SCHEDULE MUST BE APPROVED BY THE UTILITY PRIOR TO IMPLEMENTATION. THE CONTRACTOR IS REQUIRED TO PAY FOR ALL COSTS ASSOCIATED WITH THIS WORK REGARDLESS OF WHETHER OR NOT THE UTILITY OR THE CONTRACTOR PERFORMS THE WORK.
6. W.M./S.S. MAINS TO BE LOCATED 4' CLEAR OF ALL OBSTRUCTIONS, POLES, BOXES, CULVERTS, ETC. W.M./S.S. MAINS MUST BE LOCATED 5' FROM TREES. F.H.'S MUST HAVE A 7.5' CLEAR RADIUS FROM ALL OBSTRUCTIONS.
7. SITE UTILITY CONTRACTORS SHALL COORDINATE WITH THE BUILDING PLUMBING CONTRACTOR FOR EXACT LOCATION OF CONNECTING POINTS BETWEEN THE BUILDING AND SITE WATER, SEWER, AND DRAINAGE LINES.
8. CONTRACTOR SHALL CUT ALL EXISTING UTILITY STUB OUT RISERS NOT UTILIZED TO GRADE. INSTALL A 4" THK. x 12" SQUARE CONC. PAD & PLUG W/ APPROPRIATE FITTINGS
9. BASE AND SUBGRADE DENSITY TEST SHALL BE CONDUCTED FOR A MAXIMUM 7,000 SQUARE FEET OF FINISHED PAVEMENT.
10. PROCTOR SHALL BE PERFORMED ON ALL MATERIAL, SUBGRADE AND BASE AND ANY SUBSEQUENT CHANGES IN MATERIALS. LIMEROCK BEARING RATIOS, SIEVE ANALYSIS NAD DENSITIES REQUIRED BY CONTRACTOR DOCUMENTS SHALL BE SUBMITTED TO THE CITY.
11. ALL REPAIRS TO EXISTING PAVEMENT SHALL RECEIVE SAW-CUT EDGE PRIOR TO RELAYING ASPHALT.
12. PROVIDE A MIN. SIX(6) INCH BED OF 3/4" WASHED ROCK FOR ALL SUB-AQEOUS GRAVITY SEWER PIPES.
13. TWO COATS OF KOPPERS 300-M, FIRST RED, SECOND BLACK, SHALL BE APPLIED TO THE INSIDE OF ALL MANHOLES AND SHALL BE APPLIED IN ACCORDANCE WITH THE MANUFACTRER'S SPECIFICATIONS(16 MILS PER COAT). ONE COAT OF BLACK KOPPERS 300-M SHALL BE APPLIED TO THE OUTSIDE OF THE MANHOLE. THE INTERIOR COATS SHALL BE APPLIED AFTER SEWER LAMPING OF LINES. THE APPLICATION OF EACH COAT SHALL BE AN INSPECTION AND SHALL BE SCHEDULED A MIN. OF 48 HOURS PRIOR TO TESTING.
14. AS PER SECTION 816.10.1.2.1 OF CITY'S LAND DEVELOPMENT CODE, NEW NON-RESIDENTIAL BUILDINGS SHALL HAVE THE LOWEST FLOOR ELEVATED TO OR ABOVE THE ELEVATION REQUIRED IN THE FLORIDA BUILDING CODE, THE BASE FLOOD ELEVATION PLUS 1 FOOT, OR 6 INCHES ABOVE THE HIGHEST ROAD CROWN ELEVATION OF THE CENTERLINE OF THE ADJACENT STREET, WHICHEVER IS HIGHER.

LEGEND:

- (0.00) PROPOSED ELEVATION
- EXISTING ELEVATION
- EXISTING POWER POLE
- EXISTING JUNCTION BOX
- EXISTING CATCH BASIN
- PROPOSED CATCH BASIN
- PROPOSED PLUG
- PROPOSED POST INDICATOR VALVE
- TEE
- WATER METER
- DCVA DOUBLE DETECTOR CHECK W/ WAFER CHECK VALVE ON DOWNSTREAM SIDE
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VERTICAL DATUM CONVERSION

GRADING SHOWN UTILIZES N.G.V.D. 29

N.G.V.D. 29

N.A.V.D. 88

N.A.V.D. 88 = N.G.V.D. 29 - 1.5'
N.G.V.D. 29 = N.A.V.D. 88 + 1.5'

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MIRAMAR PARK OF COMMERCE

Sheet Title: PAVING, GRADING, AND DRAINAGE PLAN

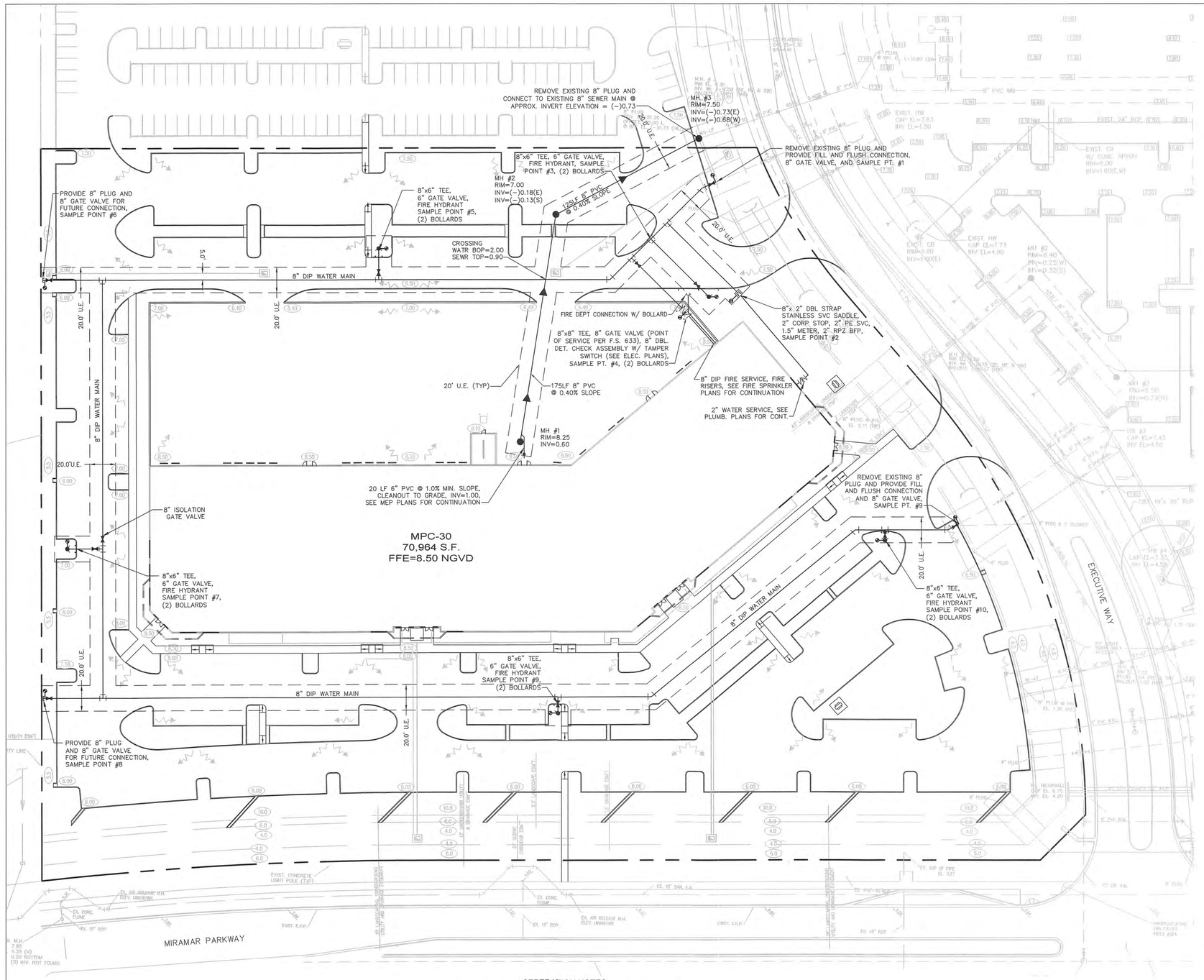
Job Title: MIRAMAR PARK OF COMMERCE #30
MPC - PHASE III

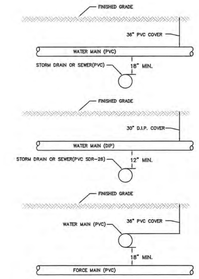
SUNBEAM PROPERTIES
MIRAMAR, BROWARD COUNTY, FLORIDA

Phase: PERMITTING DOCUMENTS

DENNIS R. SHULTZ LICENSE No. 58159 STATE OF FLORIDA PROFESSIONAL ENGINEER

Scale: 1"=40'	Date 11/30/15
Job No. 98-1024.00	Plot Date 01/29/16
Drawn by SHG	Sheet No. C3
Proj. Engr. DRS	
Appr. by DRS	3 of 15





UTILITY CROSSING

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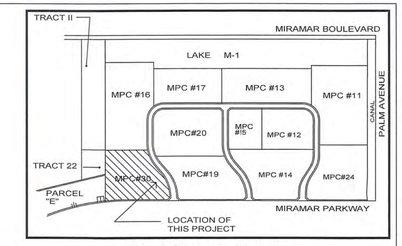


SECTION-21 / TOWNSHIP-51S / RANGE-41E

LOCATION SKETCH

(NOT TO SCALE)

GENERAL NOTES:

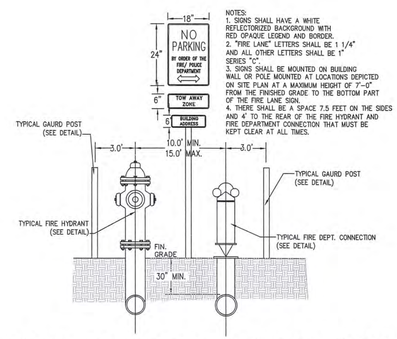
1. CLEANOUTS AND MANHOLES ON SANITARY LINES ARE TO BE ADJUSTED TO BE FLUSH WITH FINISHED
2. CONTRACTOR SHALL PROVIDE FITTINGS (WYES, TEE, REDUCERS, ETC.) AS REQUIRED TO FURNISH A COMPLETE WORKING SYSTEM BASED ON THE LAYOUT SHOWN ON THESE PLANS.
3. SERVICE LINES SHALL BE LAID AT A MINIMUM 1% SLOPE UNLESS NOTED OTHERWISE ON PLANS.
4. CONTRACTOR SHALL PROVIDE EASEMENT DOCUMENTATION AROUND MH'S, BACKFLOW PREVENTORS, MAINLINES, METERS, ETC. AS REQUIRED BY THE CITY SO THAT THE OWNER MAY RECORD ANY EASEMENTS WITH THE CITY. CONTRACTOR'S SURVEYOR MUST COORDINATE WITH THE CITY AND PROVIDE ALL NECESSARY EASEMENT DOCUMENTATION TO THE OWNER.
5. CONTRACTOR IS RESPONSIBLE TO COORDINATE WITH THE CITY UTILITY DEPT. ANY WATER MAIN CONNECTIONS, UTILITY CONNECTIONS AND SCHEDULE MUST BE APPROVED BY THE UTILITY PRIOR TO IMPLEMENTATION. THE CONTRACTOR IS REQUIRED TO PAY FOR ALL COSTS ASSOCIATED WITH THIS WORK. REGARDLESS OF WHETHER OR NOT THE UTILITY OR THE CONTRACTOR PERFORMS THE WORK.
6. W.M./S.S. MAINS TO BE LOCATED 4' CLEAR OF ALL OBSTRUCTIONS, POLES, BOXES, CULVERTS, ETC. W.M./S.S. MAINS MUST BE LOCATED 5' FROM TREES. F.H.'S MUST HAVE A 7.5' CLEAR RADIUS FROM ALL OBSTRUCTIONS.
7. SITE UTILITY CONTRACTORS SHALL COORDINATE WITH THE BUILDING PLUMBING CONTRACTOR FOR EXACT LOCATION OF CONNECTING POINTS BETWEEN THE BUILDING AND SITE WATER, SEWER, AND DRAINAGE LINES.
8. CONTRACTOR SHALL CUT ALL EXISTING UTILITY STUB OUT RISERS NOT UTILIZED TO GRADE. INSTALL A 4' THK. x 12" SQUARE CONC. PAD & PLUG W/ APPROPRIATE FITTINGS
9. BASE AND SUBGRADE DENSITY TEST SHALL BE CONDUCTED FOR A MAXIMUM 7,000 SQUARE FEET OF FINISHED PAVEMENT.
10. PROCTOR SHALL BE PERFORMED ON ALL MATERIAL, SUBGRADE AND BASE AND ANY SUBSEQUENT CHANGES IN MATERIALS. LIMEROCK BEARING RATIOS, SIEVE ANALYSIS NAD DENSITIES REQUIRED BY CONTRACTOR DOCUMENTS SHALL BE SUBMITTED TO THE CITY.
11. ALL REPAIRS TO EXISTNG PAVEMENT SHALL RECEIVE SAW-CUT EDGE PRIOR TO RELAYING ASPHALT.
12. PROVIDE A MIN. SIX(6) INCH BED OF 3/4" WASHED ROCK FOR ALL SUB-AQEOUS GRAVITY SEWER PIPES.
13. TWO COATS OF KOPPERS 300-M, FIRST RED, SECOND BLACK, SHALL BE APPLIED TO THE INSIDE OF ALL MANHOLES AND SHALL BE APPLIED IN ACCORDANCE WITH THE MANUFACTRER'S SPECIFICATIONS(16 MILS PER COAT). ONE COAT OF BLACK KOPPERS 300-M SHALL BE APPLIED TO THE OUTSIDE OF THE MANHOLE. THE INTERIOR COATS SHALL BE APPLIED AFTER SEWER LAMPING OF LINES. THE APPLICATION OF EACH COAT SHALL BE AN INSPECTION AND SHALL BE SCHEDULED A MIN. OF 48 HOURS PRIOR TO TESTING.

WATER SYSTEM NOTES

1. WHERE UNDERGROUND WATER MAINS AND HYDRANTS ARE TO BE PROVIDED, THEY SHALL BE INSTALLED, COMPLETED & IN SERVICE PRIOR TO CONSTRUCTION.
2. ALL FIRE HYDRANTS & FIRE DEPT. CONNECTIONS SHALL FALL BETWEEN 5'-10" OF FACE OF CURB, WITH THE STEAMER CONNECTION FACING THE ROADWAY.
3. BLUE REFLECTIVE PAVEMENT MARKERS SHALL BE PLACED IN THE ASPHALT ADJACENT TO ALL FIRE HYDRANTS.
4. 8" BLDG. FIRE SERVICE LINE SHALL BE 8" PVC, PRESSURE TESTED @ 200 PSI FOR 2 HOURS.
5. PROVIDE WHITE R.P.M.'S FOR VALVES LOCATED IN GREEN AREAS. IN CENTERLINE OF NEAREST DRIVING LANE.
6. WATER METERS TO BE TELEPHONE READ TYPE AS MFG. BY SENSUS TECHNOLOGIES. 1/2" CONDUIT TO BE INSTALLED FROM THE METER TO THE TELEPHONE SOURCE.
7. DETECTOR TAPE SHALL BE LAID 18 INCHES BELOW FINISHED GRADE FOR ALL WATER LINES. A 14-GAGE MULTI-STRAND WIRE SHALL BE ATTACHED TO ALL PVC WATER LINES TO FACILITATE LOCATION. AN EXTRA FOUR (4) FEET OF WIRE SHALL BE PROVIDED AT ALL BLOW OFFS AND HYDRANTS, ETC. THE WIRE SHALL BE LAID CLEAR OF VALVES. THE WIRE SHALL BE TESTED FOR CONTINUITY AT THE PRESSURE TEST.
8. ALL FITTINGS & PIPE JOINTS REQUIRING TO BE RESTRAINED SHALL USE MEGALUG RESTRAINERS.
9. ISOLATION VALVES SHALL BE MECHANICAL JOINT TYPE ONLY, WHICH MEET THE REQUIREMENTS OF ANSI/AWWA C509-94, AND THE MECHANICAL JOINT SHALL CONFORM TO ANSI/AWWA C111/A21.11-95. THE INTERIOR LINING SHALL BE EPOXY IN ACCORDANCE WITH AWWA C550-90 AND AN EXTERIOR COATING OF EPOXY SHALL BE APPLIED. BOTH SHALL HAVE A 40MIL DFT.
10. ISOLATION VALVES LESS THAN OR EQUAL TO 18" SHALL BE RESILIENT WEDGE VALVES AND BE OF THE FOLLOWING MAKES:
    A. PRATT
    B. DEZU
    C. CLOW
11. CONTRACTOR IS RESPONSIBLE FOR COLOR CODING OF FIRE HYDRANTS AFTER ACCEPTANCE BY CITY OF MIRAMAR ENGINEERING DEPARTMENT AND FIRE DEPARTMENTS.
12. CONTRACTOR IS RESPONSIBLE FOR NOTIFYING CITY OF MIRAMAR FIRE AND ENGINEERING DEPARTMENTS 48 HOURS PRIOR TO TESTING. A REPRESENTATIVE FROM THE FIRE DEPARTMENT WILL BE REQUIRED TO WITNESS ALL FLOW TEST. RESULTS OF THE FLOW TEST SHALL BE DOCUMENTED BY THE INSTALLING CONTRACTOR AND FORWARDED TO THE CITY OF MIRAMAR FIRE AND ENGINEERING DEPARTMENTS.
13. MINIMUM WATER MAIN COVER SHALL BE 36" FOR PVC AND 30" FOR DIP.
14. THE FIRE DEPT. CONNECTION & THE NEAREST FIRE HYDRANT SHALL BE LOCATED ON THE SAME SIDE OF THE ROADWAY OR FIRE LANE.
15. BACTERIOLOGICAL TESTING SHALL BE IN ACCORDANCE WITH AWWA/ANSI C651-05.

    MAXIMUM DISTANCE BETWEEN SAMPLING POINTS SHALL BE 1,200 FT.
16. PIPE RESTRAINT: ALL FITTINGS AND PIPE JOINTS REQUIRING TO BE RESTRAINED SHALL USE MEGALUG RESTRAINERS AS FOLLOWS:

JOINT	RESTRAINT
PUSH ON PVC	EBAA IRON SERIES 2800 HARNESS
PUSH ON DIP	TR-FLEX BY US PIPE OR FLEX RING AMERICAN OR EBAA IRON SERIES 1700 MEGALUG
FITTINGS WITH DIP	EBAA IRON SERIES 1100 MEGALUG
FITTINGS WITH PVC	EBAA IRON SERIES 2800 MEGALUG



TYPICAL FIRE HYDRANT/FIRE DEPT. CONNECTION

N.T.S.

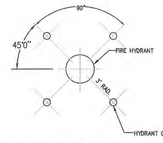
LEGEND:

- 0.00 PROPOSED ELEVATION
- EXISTING ELEVATION
- EXISTING POWER POLE
- EXISTING JUNCTION BOX
- EXISTING CATCH BASIN
- PROPOSED CATCH BASIN
- PROPOSED PLUG
- PROPOSED POST INDICATOR VALVE
- TEE
- WATER METER
- DOUBLE DETECTOR CHECK W/ WAFER CHECK VALVE ON DOWNSTREAM SIDE
- REDUCED PRESSURE BACKFLOW PREVENTOR
- DIRECTIONAL FLOW ARROW AND GRAVITY SEWER
- EXISTING MANHOLE
- PROPOSED MANHOLE
- W — WATER MAIN
- FM — SANITARY FORCE MAIN
- VALVE
- FIRE HYDRANT
- CLEANOUT
- EDGE OF PROPOSED PAVEMENT
- HEAVY DUTY ASPHALT PAVING
- DIRECTION OF SURFACE DRAINAGE
- SAMPLE POINT
- EXIST. WATER MAIN
- EXIST. UTILITY LINE TO BE REMOVED
- EXISTING FENCE
- PROPOSED FENCE
- EXISTING BUILDING
- FIRE DEPT. CONNECTION

SEPERATION NOTES:
POTABLE WATER-SANITARY SEWER-REUSE WATER

THE FOLLOWING STATEMENTS MUST BE INCLUDED ON ALL PLANS FOR SEWAGE COLLECTION/TRANSMISSION SYSTEMS TO MEET REQUIREMENTS OF FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION BROWARD COUNTY DEPARTMENT OF NATURAL RESOURCE PROTECTION.

1. VERTICAL CROSSINGS:
   SEWER SYSTEMS AND/OR REUSE WATER MAINS SHALL CROSS UNDER POTABLE WATER MAINS WHENEVER PHYSICALLY POSSIBLE. SEWER SYSTEMS AND/OR REUSE WATER MAINS CROSSING BELOW POTABLE WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL SEPARATION OF 18 INCHES BETWEEN THE INVERT OF THE POTABLE WATER MAIN AND THE CROWN OF THE LOWER PIPE.
2. HORIZONTAL SEPARATIONS:
   WHENEVER IT IS POSSIBLE:
   SANITARY SEWER SYSTEMS REQUIRE A MINIMUM OF A 10 FT. HORIZONTAL SEPERATION DISTANCE BETWEEN ANY POTABLE WATER MAIN PARALLEL INSTALLATIONS.
   REUSE WATER MAINS REQUIRE A MINIMUM OF A 5 FT CENTER TO CENTER (ABSOLUTE MINIMUM OF 3 FT. OUTSIDE TO OUTSIDE OF PIPE) HORIZONTAL SEPARATION DISTANCE BETWEEN ANY POTABLE WATER MAIN AND/OR A SANITARY SEWER SYSTEM PARALLEL INSTALLATIONS.
   WHEN ABSOLUTE MINIMUM IS NOT POSSIBLE, THEN THE POTABLE WATER MAIN SHALL BE LAID AT THE MAXIMUM PHYSICAL HORIZONTAL SEPARATION DISTANCE POSSIBLE, AND EITHER LAID:
   A. IN A SEPERATE TRENCH
   B. ON AN UNDISTURBED EARTH SHELF
   WITH A MINIMUM VERTICAL SEPERATION DISTANCE OF 18 INCHES PROVIDED BETWEEN THE INVERT OF THE POTABLE WATER MAIN AND THE CROWN OF THE LOWER PIPE, THUS CONFORMING TO THE MINIMUM VERTICAL CROSSINGS IN PARAGRAPH 1.
3. CONFLICTS:
   WHENEVER IT IS NOT POSSIBLE TO MAINTAIN THE MINIMUM STANDARDS IN 1. AND 2., THEN WATER MAIN PIPING MATERIAL SHALL BE DUCTILE IRON PIPE (DIP) AND SANITARY SEWER PIPE SHALL BE PVC SDR26. ALL DIP SHALL BE CLASS 51 OR HIGHER. ADEQUATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE USED AS DETERMINED BY THE DESIGN AND SITE CONDITIONS. ADDITIONALLY, ALL JOINTS ON THE POTABLE WATER MAIN, WITHIN 20 FT. OF THE CONFLICT, SHALL BE MECHANICALLY RESTRAINED. AN ABSOLUTE MINIMUM VERTICAL SEPARATION DISTANCE OF 12 INCHES SHALL BE PROVIDED BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE.

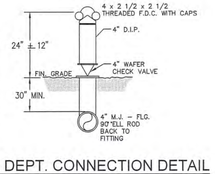


FIRE HYDRANT GUARDS

N.T.S.

NOTE:

BLACK STEEL PIPE, SCHEDULE 80, COATED WITH BITUMASTIC AT LEAST 30" BELOW & 6" ABOVE FINISH GRADE. A STEEL DRIVE SHOE IS REQUIRED WITH A 6" LEAD BELOW IT.



FIRE DEPT. CONNECTION DETAIL

N.T.S.

CALL 48 HOURS BEFORE YOU DIG IN FLORIDA

IT'S THE LAW!
811
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

VERTICAL DATUM CONVERSION

GRADING SHOWN UTILIZES N.G.V.D. 29

N.G.V.D. 29

N.A.V.D. 88

N.A.V.D. 88 = N.G.V.D. 29 - 1.5'
N.G.V.D. 29 = N.A.V.D. 88 + 1.5'

NORTH

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MIRAMAR PARK OF COMMERCE

Sheet Title
WATER AND SEWER PLAN

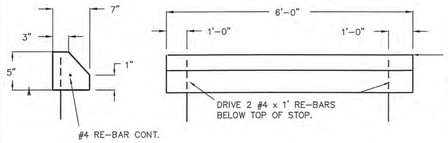
Job Title
MIRAMAR PARK OF COMMERCE #30
MPC - PHASE III

SUNBEAM PROPERTIES
MIRAMAR, BROWARD COUNTY, FLORIDA

Phase:
PERMITTING DOCUMENTS

Registered Professional Engineer
DENNIS F. SHULK
LICENSE No 58150
STATE OF FLORIDA

Scale: 1"=40'	Date 11/30/15
Job No. 98-1024.00	Plot Date 01/29/16
Drawn by SHG	Sheet No. C4
Proj. Engr. DRS	
Appr. by DRS	4 of 15

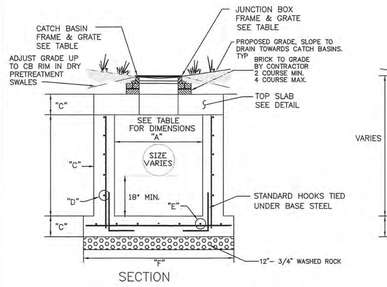


ALIGN BACK OF WHEEL STOP 4" FROM EDGE OF PAVEMENT FOR GRASS OVERHANG SPACES & 2.0' FROM END OF STALL ON PAVED OVERHANG SPACES.

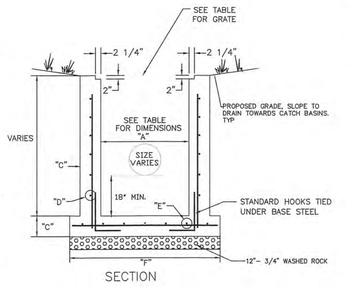
USE MINIMUM 3400. PSI CONC. IN 28 DAYS

CONTRACTOR MAY SUBMIT ALTERNATE WHEEL STOP SECTIONS FOR APPROVAL

WHEEL STOP DETAIL



JUNCTION BOX/CATCH BASIN
N.T.S.



DITCH BOTTOM CATCH BASIN
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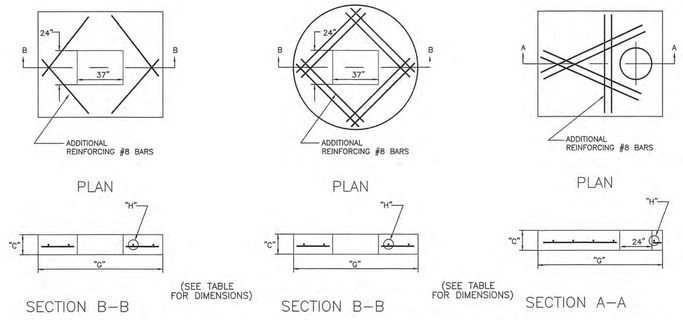
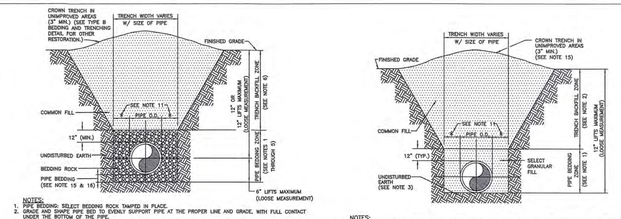


CATCH BASIN TOP SLAB
N.T.S.

CATCH BASIN TOP SLAB
N.T.S.

OFFSET OPENING TOP SLAB
N.T.S.



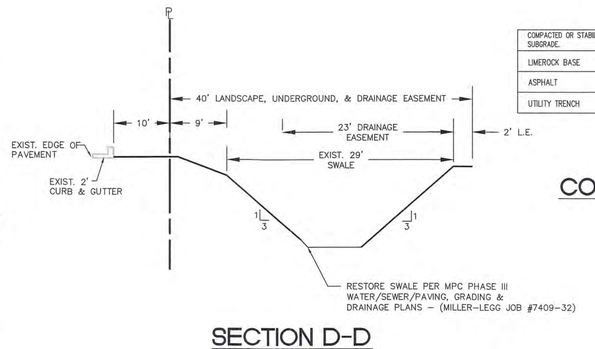
NOTES:
1. PIPE BEDDING: SELECT BEDDING ROCK TAMPED IN PLACE.
2. GRADE AND SHAPE PIPE BED TO EVENLY SUPPORT PIPE AT THE PROPER LINE AND GRADE, WITH FULL CONTACT UNDER THE BOTTOM OF THE PIPE.
3. INSTALL PIPE AND SYSTEM COMPONENTS.
4. PLACE BEDDING SIMULTANEOUSLY ON BOTH SIDES OF THE PIPE. CORRECT ANY PIPE DISPLACEMENTS BEFORE PROCEEDING.
5. IN THE PIPE BEDDING ZONE, PLACE BEDDING IN LIFTS NOT GREATER THAN 6" THICKNESS TO 12" MINIMUM ABOVE THE TOP OF THE PIPE.
6. IN THE TRENCH BACKFILL ZONE, PLACE COMMON FILL IN LIFTS NOT GREATER THAN 12" THICKNESS AND COMPACT TO 98% OF MAXIMUM DENSITY PER AASHTO T-180 TO THE BOTTOM OF THE SUBGRADE OR THE TOP OF TRENCH IN UNIMPROVED AREAS.
7. USE TYPE A BEDDING TO BE DETERMINED IN THE FIELD AS DIRECTED BY THE CITY OF MIRAMAR.
8. IF REQUIRED IN THE CONTRACT DOCUMENTS OR IF APPROVED BY THE CITY OR ITS REPRESENTATIVE, FLOWABLE MORTAR OR CONTROLLED LOW STRENGTH MATERIAL MAY BE USED IN LIEU OF OTHER BEDDING MATERIAL TYPES.
9. SECURE PIPE AGAINST DISPLACEMENT OR FLOTATION BEFORE PLACING FLOWABLE MORTAR OR CONCRETE ENCASEMENT.
10. CONCRETE ENCASEMENT INSTALL WHERE SHOWN IN THE PLANS.
11. 1½" 18" MAXIMUM FOR PIPE DIAMETER LESS THAN 24", AND 24" MAXIMUM FOR PIPE DIAMETER 24" AND LARGER.
12. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION. UNLESS OTHERWISE APPROVED BY THE CITY.
13. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
14. REFER TO SECTION 2.18-E OF THE MANUAL FOR SHEETING AND BRACING IN EXCAVATIONS.
15. GRAVITY SEWERS SHALL UTILIZE TYPE A BEDDING. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER 24" AND LARGER. 2" MINIMUM FOR PIPE DIAMETER LESS THAN 24".
16. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL SOMEWHAT DEPTH OF BEDDING ROCK BELOW THE PIPE. CITY OF MIRAMAR SHALL DETERMINE IN THE FIELD REQUIRED REMOVAL OF UNSUITABLE MATERIAL TO REACH SUITABLE FOUNDATION.
17. UNSUITABLE MATERIAL INCLUDES ORGANIC MATERIAL, BEDROCK, LIMEROCK FILL, BOULDERS, ETC.

TYPE A BEDDING AND TRENCHING DETAIL

TRENCH DETAILS
N.T.S.

NOTES:
1. PIPE BEDDING: SELECT GRANULAR FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL IN 12" MAX. LIFTS COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
3. PIPE BOTTOM UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE "A" BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY THE CITY OF MIRAMAR.
4. GRADE AND SHAPE PIPE BED TO EVENLY SUPPORT PIPE AT THE PROPER LINE AND GRADE, WITH FULL CONTACT UNDER THE BOTTOM OF THE PIPE.
5. INSTALL PIPE AND SYSTEM COMPONENTS.
6. PLACE BEDDING SIMULTANEOUSLY ON BOTH SIDES OF THE PIPE. CORRECT ANY PIPE DISPLACEMENTS BEFORE PROCEEDING.
7. IN THE TRENCH BACKFILL ZONE, PLACE BEDDING IN LIFTS NOT GREATER THAN 12" THICKNESS AND COMPACT TO 98% OF MAXIMUM DENSITY PER AASHTO T-180 TO THE BOTTOM OF THE SUBGRADE OR THE TOP OF TRENCH IN UNIMPROVED AREAS.
8. IF REQUIRED IN THE CONTRACT DOCUMENTS OR IF APPROVED BY THE CITY OR ITS REPRESENTATIVE, FLOWABLE MORTAR OR CONTROLLED LOW STRENGTH MATERIAL MAY BE USED IN LIEU OF OTHER BEDDING MATERIAL TYPES.
9. SECURE PIPE AGAINST DISPLACEMENT OR FLOTATION BEFORE PLACING FLOWABLE MORTAR OR CONCRETE ENCASEMENT.
10. CONCRETE ENCASEMENT: INSTALL WHERE SHOWN IN THE PLANS.
11. 1½" 18" MAXIMUM FOR PIPE DIAMETER LESS THAN 24", AND 24" MAXIMUM FOR PIPE DIAMETER 24" AND LARGER.
12. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION. UNLESS OTHERWISE APPROVED BY THE CITY.
13. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
14. REFER TO SECTION 2.18-E OF THE MANUAL FOR SHEETING AND BRACING IN EXCAVATIONS.
15. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH THE CITY OF MIRAMAR. SURFACE RESTORATION WITHIN CITY OR COUNTY RIGHT-OF-WAY SHALL COMPLY WITH THE APPLICABLE REGULATIONS.

TYPE B BEDDING AND TRENCHING DETAIL



SECTION D-D
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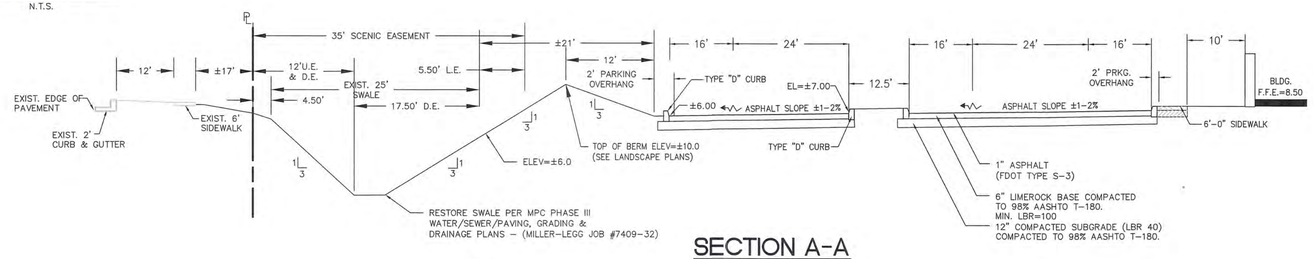
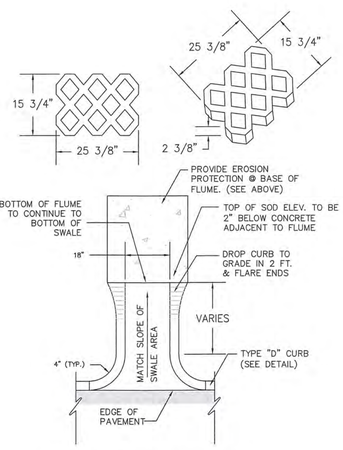


SECTION A-A
N.T.S.



CONCRETE FLUME DETAIL
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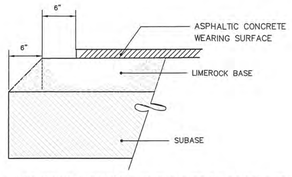


HEAVY DUTY ASPHALTIC CONCRETE: 1 1/2" ASPHALTIC CONCRETE WEARING SURFACE, F.D.O.T. TYPE S-3, APPLIED IN 2 – 3/4" LIFTS. TACK COAT TO BE USED BETWEEN PAVING LIFTS. SURFACE COURSE SHALL CONFORM TO THE REQUIREMENTS OF F.D.O.T. STANDARD SPECIFICATIONS SECTIONS 330 & 331.

OTHER VEHICULAR USE SURFACE : 1" ASPHALTIC CONCRETE WEARING SURFACE, F.D.O.T. TYPE S-3 SURFACE COURSE SHALL CONFORM TO THE REQUIREMENTS OF F.D.O.T. STANDARD SPECIFICATIONS SECTIONS 330 & 331

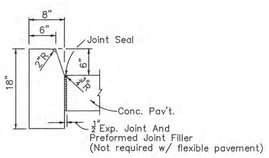
PRIME & TACK COAT : PRIME & TACK COAT FOR THE LIMEROCK BASE COURSE SHALL CONFORM TO THE REQUIREMENTS OF F.D.O.T. STANDARD SPECIFICATIONS SECTION 300.
APPLICATION RATES – PRIME COAT–0.25 GALLONS PER SQ. YD.
TACK COAT–0.08 GALLONS PER SQ. YD.

BASE : 6" OR 8" LIMEROCK BASE FOR HEAVY DUTY COMPACTED TO 98% OF MAXIMUM DENSITY (AASHTO T-180),LIMEROCK BASE TO CONFORM WITH THE REQ. OF F.D.O.T. SPECIFICATION SECTIONS 200 & 911. MINIMUM L.B.R.=100

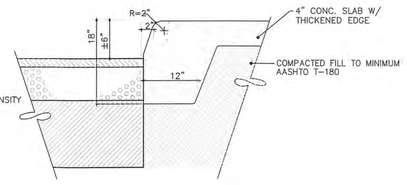
SUBBASE : 12" SUBBASE COMPACTED TO 98% OF MAXIMUM DENSITY (AASHTO T-180). MINIMUM L.B.R. = 40

NOTE: GROUND ADJACENT TO PAVEMENT HAVING RUNOFF SHALL BE GRADED TWO INCHES LOWER THAN THE EDGE OF PAVEMENT TO ALLOW FOR THE PLACEMENT OF SOD.

PAVEMENT DETAIL
(SEE PLAN SHEET C3 FOR LIMITS)



TYPE D
CONCRETE CURB



SIDEWALK/CURB DETAIL
N.T.S.

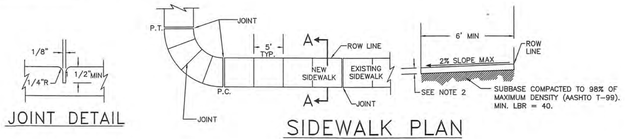
SUMMARY OF DRAINAGE STRUCTURES

STRUCTURES	TYPE	"A"	"B"	"C"	"D"	"E"	"F"	"G"	"H"	U.S.F. # OR EQUAL FRAME	U.S.F. # OR EQUAL GRATE
CB# 1–6	"J"	4'-0" Ø	6"	8"	#4 @ 12" CCEW	#4 @ 12" CCEW	6'-0" Ø	5'-0" Ø	#4 @ 6" CCEW	4155	6209 CAST IRON
CB#	"J"	5'-0" Ø	6"	8"	#5 @ 12" CCEW	#5 @ 12" CCEW	7'-4" Ø	6'-4" Ø	#5 @ 6" CCEW	4155	6209 CAST IRON
CB#	"J"	6'-0" Ø	8"	8"	#5 @ 12" CCEW	#5 @ 12" CCEW	8'-0" Ø	7'-0" Ø	#5 @ 6" CCEW	4155	6209
JB#	"J"	6'-0" Ø	8"	8"	#5 @ 12" CCEW	#5 @ 12" CCEW	10'-8" Ø	9'-8" Ø	#6 @ 6" CCEW	420-C	"STORM"
CB#	"J"	6'-0" O	8"	8"	#5 @ 12" CCEW	#5 @ 12" CCEW	10'-8" Ø	9'-8" Ø	#5 @ 6" CCEW	4155	6209
CB#	"J"	6'-0" Ø	8"	8"	#5 @ 12" CCEW	#5 @ 12" CCEW	10'-8" Ø	9'-8" Ø	#5 @ 6" CCEW	4155	6209
CB#	"C"	24"	37"	8"	#4 @ 12" CCEW	#4 @ 12" CCEW		N/A	N/A	4155	6209
CB#	"F"	30"	48"	8"	#4 @ 12" CCEW	#4 @ 12" CCEW	N/A	N/A	N/A	N/A	6631
CB#	"E"	36"	54"	8"	#4 @ 12" CCEW	#4 @ 12" CCEW	N/A	N/A	N/A	N/A	6616
YD#	SEE 18" NYLOPLAST YARD DRAIN DETAIL										

SPACING OF REQUIRED ROADWAY, PARKING AREA AND UTILITY TRENCH TESTS								
	F.B.V.		DENSITY		L.B.R.		THICKNESS	
	MAX. SPACING		MAX. SPACING		MAX. SPACING		MAX. SPACING	
	LIN. FEET	SQ. FEET	LIN. FEET	SQ. FEET	LIN. FEET	SQ. FEET	LIN. FEET	SQ. FEET
COMPACTED OR STABILIZED SUBGRADE.	200	7,000	200	7,000	200	7,000	300	7,000
LIMEROCK BASE	--	--	300	7,000	--	--	300	7,000
ASPHALT	--	--	--	--	--	--	PER. INSP.	PER. INSP.
UTILITY TRENCH	--	--	200	--	--	--	--	--

ALL TESTING SHALL BE TAKEN IN A STAGGED SAMPLING PATTERN FROM A POINT 12" INSIDE THE LEFT EDGE OF THE ITEM TESTED TO THE CENTER, TO A POINT 12" INSIDE THE RIGHT EDGE.

COMPACTION TEST SCHEDULE



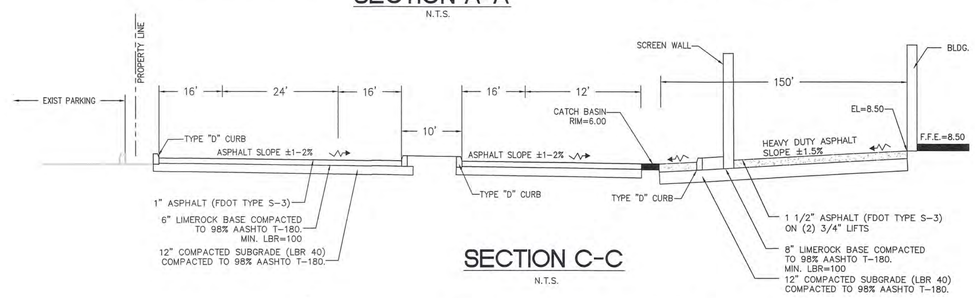
CONCRETE PAVEMENT & SIDEWALK JOINTS

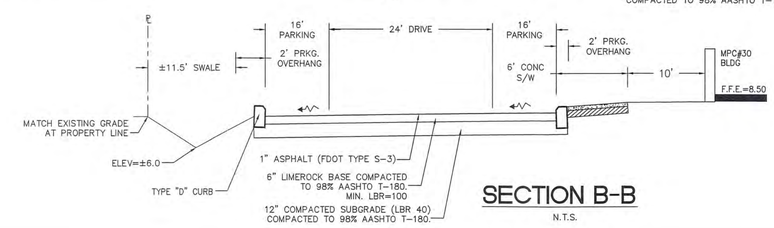
TABLE OF SIDEWALK JOINTS	
	LOCATION
	P.C. AND P.T. CURVES. JUNCTION OF EXISTING AND NEW SIDEWALKS.
	5'-0" CENTER TO CENTER ON SIDEWALKS.
	15' CENTER TO CENTER MAX. FOR CONCRETE PAVEMENT UNLESS OTHERWISE INDICATED.

NOTE: CONCRETE TO BE CLASS-1 3000 P.S.I.

1. PROVIDE 1/8" CONTRACTION JOINTS AT 5' C.C. WITH A MINIMUM DEPTH 1 1/2", EDGED WITH A 1/4" RADIUS DEEP WITHIN THE FOLLOWING TIME PERIODS: JOINTS AT NOT MORE THAN 30' INTERVALS – WITHIN 12 HOURS AFTER FINISHING. REMAINING JOINTS WITHIN 96 HOURS AFTER FINISHING.
2. PROVIDE 6" THICK CONCRETE FOR ALL SIDEWALKS LOCATED IN RIGHT OF WAY AND 4" THICK CONCRETE FOR ALL SIDEWALKS LOCATED ON-SITE.
3. NO REINFORCEMENTS SHALL BE USED IN THE SIDEWALKS.
4. CONCRETE TO BE 3,000 PSI IN 28 DAYS.
5. CURE ALL CONCRETE WITH CLEAN SAND, PLASTIC MEMBRANE OR OTHER APPROVED METHOD.
6. CONCRETE PAVEMENT FOUNDATION SHALL BE COMPACTED TO A FIRM, EVEN SURFACE, TRUE TO GRADE AND CROSS SECTION, AND SHALL BE MOIST AT THE TIME CONCRETE IS PLACED
7. ALL CONSTRUCTION SHALL CONFORM TO LOCAL CONSTRUCTION CODES AND STANDARDS

CONCRETE PAVEMENT & SIDEWALK DETAIL
NTS





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MIRAMAR
PARK OF COMMERCE

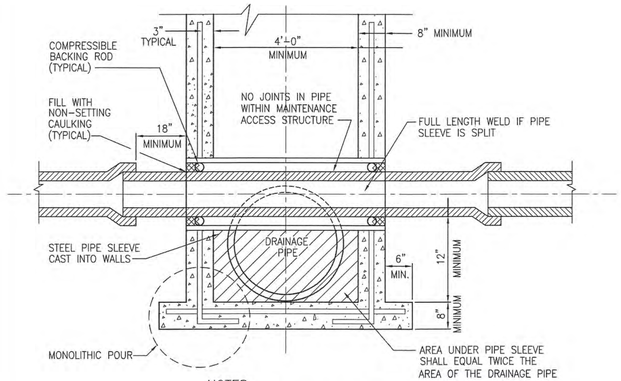
Sheet Title
PAVING, GRADING AND DRAINAGE DETAILS

MIRAMAR PARK OF COMMERCE #30
M.P.C. PHASE III
FOR SUNBEAM DEVELOPMENT
MIRAMAR, FLORIDA

Phase:
PERMITTING DOCUMENTS

RUSSELL DENNIS P. SHULTZ LICENSE No. 56159 STATE OF FLORIDA PROFESSIONAL ENGINEER

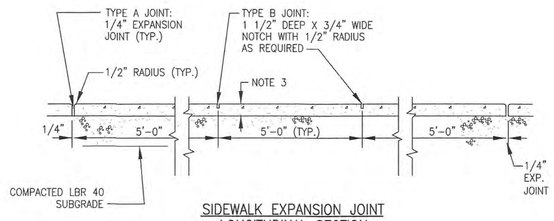
Scale: N.T.S.	
Job No. 98-1024.00	Sheet No. C5
Date 11/30/15	
Drawn by DRS	Plot Date 01/29/16
Appr. by DRS	5 of 15



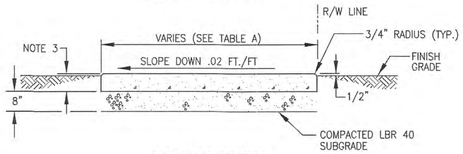
NOTES:

1. POTABLE WATER PIPE SHALL NOT PASS THROUGH OR CONTACT SANITARY SEWER MAINTENANCE ACCESS STRUCTURE.

ROADWAY DETAILS
CONFLICT ACCESS MAINTENANCE STRUCTURE



SIDEWALK EXPANSION JOINT LONGITUDINAL SECTION



SIDEWALK SECTION

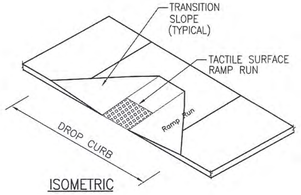
TABLE A – SIDEWALK WIDTH	
WIDTH	ROADWAY APPLICATION
4'	LOCAL STREET ACCESSES
5'	TWO-LANE COLLECTOR
5'	FOUR-LANE COLLECTOR
6'	ARTERIAL ROADWAYS

SIDEWALK JOINTS	
TYPE	LOCATION
"A"	P.C. P.T. OF CURVES
"B"	5'-0" CENTER TO CENTER ON SIDEWALKS

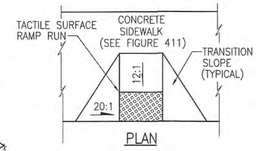
NOTES:

1. CONCRETE TO BE CLASS 1, 3,000 P.S.I.
2. USE OF FIBRE REINFORCED CEMENT IS PROHIBITED
3. 4" THK. MIN. (TYP.); 6" THK. AT DRIVEWAYS, EXTENDED TWO-FEET BEYOND DRIVE, ON BOTH SIDES.
4. SIDEWALK SLOPES SHALL MEET THE REQUIREMENTS OF THE AMERICAN WITH DISABILITIES ACT.
5. CONSTRUCT EXPANSION JOINTS AT SPACINGS SHOWN ABOVE; AT POINT OF CURVATURE; AT ADJOINING STRUCTURES; AT THE END OF DAYS WORK; AND WHERE NEW SIDEWALK MEETS EXISTING SIDEWALK.

TYPICAL SIDEWALK DETAIL



ISOMETRIC

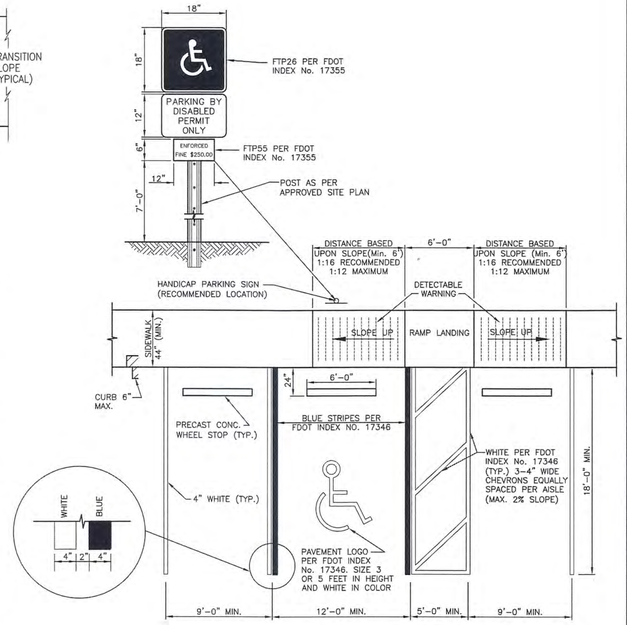


PLAN

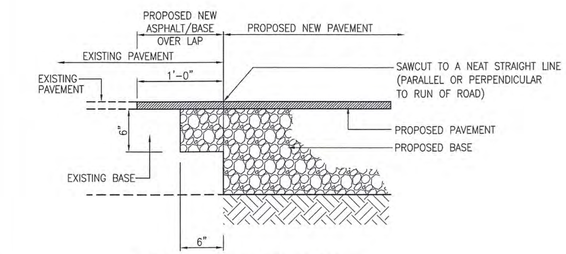
GENERAL NOTES

1. PEDESTRIAN PATHWAYS WITH RUNNING SLOPES STEEPER THAN 20:1 ARE CONSIDERED RAMPS. RAMP RUNNING SLOPES SHALL NOT EXCEED 12:1. RAMP CROSS SLOPES SHALL NOT EXCEED 0.02.
2. CURBED FACILITIES WITH SIDEWALKS AND THOSE WITHOUT SIDEWALKS ARE TO HAVE CURB CUT RAMPS CONSTRUCTED AT ALL STREET INTERSECTIONS AND AT TURNOUTS THAT HAVE CURBED RETURNS. PARTIAL CURB RETURNS SHALL EXTEND TO THE LIMIT PRESCRIBED BY INDEX No. 515 TO ACCOMMODATE CURB CUT RAMPS. RAMPS CONSTRUCTED AT LOCATIONS WITHOUT SIDEWALKS SHALL HAVE A LANDING CONSTRUCTED AT THE TOP OF EACH RAMP.
3. THE LOCATION AND ORIENTATION OF CURB CUT RAMPS SHALL BE DETERMINED BY THE CIVIL ENGINEER.
4. IF A CURB CUT RAMP IS LOCATED WHERE PEDESTRIANS MUST WALK ACROSS THE RAMP, THEN THE WALK SHALL HAVE TRANSITION SLOPES TO THE RAMP; THE MAXIMUM SLOPE OF THE TRANSITIONS SHALL BE 12:1. CURB CUT RAMPS WITH RETURNED CURBS MAY BE USED WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP.
5. CURB RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX 304. RAMPS RUNS SHALL HAVE A DETECTABLE WARNING TACTILE SURFACE EXTENDING THE FULL WIDTH OF THE RAMP AND 24" FROM THE BACK OF CURB. DETECTABLE WARNING SURFACES SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT SPECIFICATION 527 (LATEST EDITION) AND BE LISTED ON THE FDOT QUALIFIED PRODUCTS LIST IN ACCORDANCE WITH 527-2.4.
6. WHERE A CURB CUT RAMP IS CONSTRUCTED WITHIN EXISTING CURB, CURB AND GUTTER AND/OR SIDEWALK, THE EXISTING CURB OR CURB AND GUTTER SHALL BE REMOVED TO THE NEAREST JOINT BEYOND THE DROP CURB OR TO THE EXTENT THAT NO REMAINING SECTION OF CURB OR CURB AND GUTTER IS LESS THAN 5' LONG. THE EXISTING SIDEWALK SHALL BE REMOVED TO THE NEAREST JOINT BEYOND THE TRANSITION SLOPE OR WALK AROUND OR THE EXTENT THAT NO REMAINING SECTION OF SIDEWALK IS LESS THAN 5' LONG.

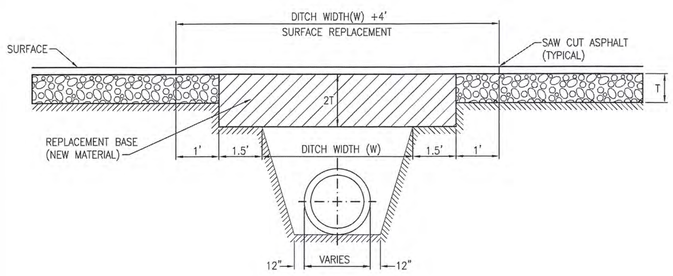
SIDEWALK RAMP DETAIL



TYPICAL HANDICAP PARKING DETAIL



SAWCUT PAVEMENT DETAIL



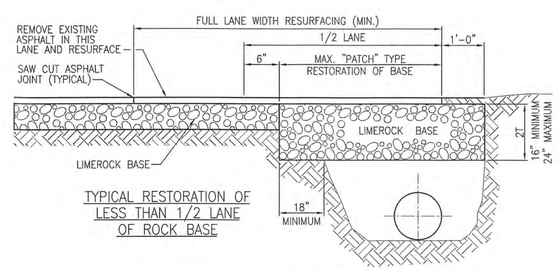
GENERAL NOTES

1. REPLACED BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE, MINIMUM 16", MAXIMUM 24".
2. BASE MATERIAL SHALL BE PLACED IN 6" MAXIMUM (LOOSE MEASUREMENT) LAYERS AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO 98% OF MAXIMUM DENSITY, PER AASHTO T-180.
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
4. SURFACE MATERIAL SHALL BE CONSISTENT WITH THE SURROUNDING SURFACE MATERIAL.
5. BASE MATERIAL SHALL HAVE A MINIMUM LBR OF 100 AND A MINIMUM CARBONATE CONTENT OF 70% (60% FOR LOCAL STREETS).
6. IF THE DITCH IS FILLED TEMPORARILY, IT SHALL COVERED WITH A 2" THICK ASPHALTIC CONCRETE PATCH TO KEEP THE FILL MATERIAL FROM RAVELING, UNTIL REPLACED WITH A PERMANENT PAVEMENT PATCH.
7. RESTORATION MUST BE RECTANGLE IN SHAPE WITH A UNIFORM WIDTH ACROSS A FULL LANE.

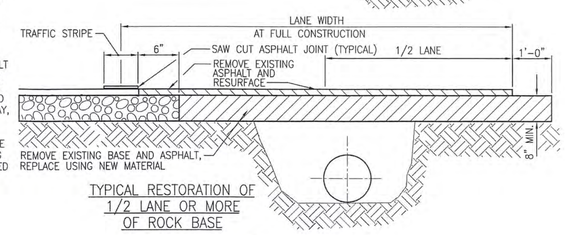
ROADWAY DETAILS
ROADWAY CUT RESTORATION FOR UTILITY CROSSING

NOTES:

1. BASE MATERIAL SHALL HAVE A MINIMUM LBR OF 100 AND A MINIMUM CARBONATE CONTENT OF 70% (60% FOR LOCAL STREETS).
2. BASE SHALL BE PLACED IN 6" MAXIMUM THICKNESS LAYERS WITH EACH LAYER COMPACTED AS REQUIRED AND TESTED PRIOR TO THE PLACEMENT OF THE SUCCEEDING LAYERS.
3. SUBGRADE MATERIAL SHALL BE GRANULAR AND ANGULAR, AND SHALL HAVE A MINIMUM LBR OF 40.
4. BACKFILL SHALL BE PLACED AND COMPACTED IN 8" LAYERS, BUT TESTING WILL BEGIN 12" ABOVE THE INSTALLED FACILITY. PRIOR TO THE PLACEMENT OF THE SUCCEEDING LAYERS.
5. ALL EDGES OF EXISTING ASPHALT PAVEMENT WHERE RESURFACING WILL ABUT, SHALL BE SAW CUT IN STRAIGHT LINES PARALLEL TO OR PERPENDICULAR TO ROADWAY, PRIOR TO THE RESURFACING.
6. RESURACING MATERIAL SHALL BE CONSISTENT WITH SURROUNDING SURFACE AND SHALL BE APPLIED A MIN. OF 1" AND A MAX. OF 2" IN THICKNESS.

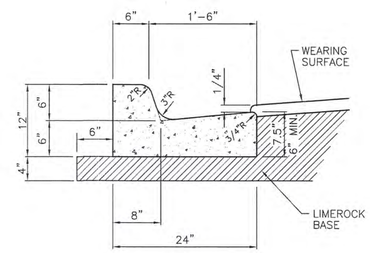


TYPICAL RESTORATION OF LESS THAN 1/2 LANE OF ROCK BASE



TYPICAL RESTORATION OF 1/2 LANE OR MORE OF ROCK BASE

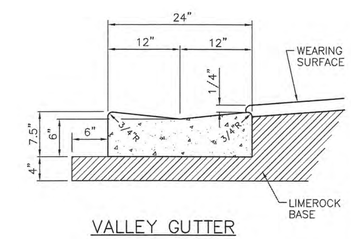
ROADWAY DETAILS
ROADWAY CUT RESTORATION FOR PARALLEL UTILITY CROSSING



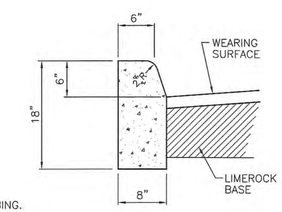
NOTE:

1. WHEN USED ON HIGH SIDE OF ROADWAYS, CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6".
2. SAWCUTS REQUIRED AT 10' CENTERS.

TYPE 'F' CURB & GUTTER DETAIL



VALLEY GUTTER



TYPE 'D' CURB

NOTES:

1. ROADWAY SUBGRADE SHALL IN ALL CASES EXTEND BELOW CURBING.
2. SAWCUTS AT 10' CENTERS SHALL BE MADE WITHIN 24 HOURS OF CONCRETE PLACEMENT.

ROADWAY DETAILS
CURB AND GUTTER DETAILS

NO.	DATE	REVISIONS	BY
1	07/30/14	SAWCUT PAVEMENT DETAIL	S.S.

ROADWAY

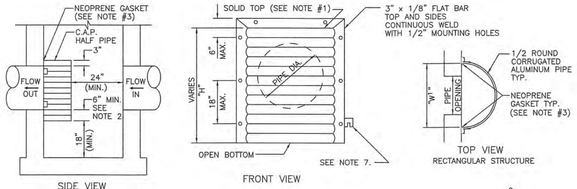
CITY OF MIRAMAR
DEPARTMENT OF CONSTRUCTION & FACILITIES MANAGEMENT
ENGINEERING STANDARDS

MIRAMAR
BEAUTY IN PROGRESS
EST. 1955

SCALE: N.T.S.

SHEET NO. 9 OF 11

C5A



PIPE DIA.	W[1] (IN)	W[2] (IN)	T (GAUGE)	H (IN)
15"	21"	21"	16	VARIES
18"	24"	24"	16	VARIES
21"	30"	30"	16	VARIES
24"	30"	36"	16	VARIES
30"	36"	42"	14	VARIES
36"	42"	48"	14	VARIES
42"	48"	54"	14	VARIES
48"	54"	60"	14	VARIES
54"	60"	66"	14	VARIES

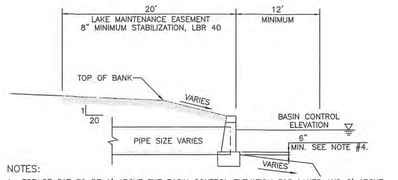
1. RECTANGULAR STRUCTURE
2. ROUND STRUCTURE

NOTES:

1. ALUMINUM SHEET OF SAME THICKNESS (GAUGE) AS PIPE SHALL BE WELDED TO CLOSE OPENING AT THE TOP.
2. THE BOTTOM ELEVATION OF THE POLLUTION RETARDANT BAFFLE MUST BE AT LEAST 2' BELOW CONTROL ELEVATION.
3. NEOPRENE ADHESIVE BACKED GASKET, OR APPROVED EQUAL (1" x 2") SHALL BE INSTALLED ON THE SIDES AND TOP OF ALL BAFFLES.
4. POLLUTION RETARDANT BAFFLE TO BE FASTENED IN PLACE WITH 3/8"x4" STAINLESS STEEL "RED HEADS", OR APPROVED EQUAL.
5. ALL EXFILTRATION TRENCHES SHALL HAVE A POLLUTION RETARDANT BAFFLE AT EACH CONNECTION POINT TO A STRUCTURE (SEE EXFILTRATION TRENCH DETAIL).
6. FIBERGLASS BAFFLES ARE NOT PERMITTED.
7. MOUNTING BRACKETS MAY BE ADDED TO FLAT BARS TO EASE INSTALLATION IN ROUND STRUCTURES. SPACING TO MATCH HOLES IN FLAT BARS.

POLLUTION RETARDANT BAFFLE DETAIL

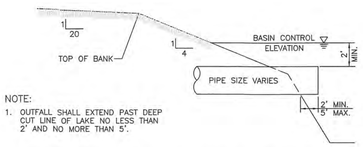
NOT APPLICABLE



NOTES:

1. TOP OF CAP TO BE 1' ABOVE THE BASIN CONTROL ELEVATION FOR LAKES AND 2' ABOVE BASIN CONTROL ELEVATION FOR CANALS, UNLESS OTHERWISE APPROVED BY THE DISTRICT.
2. REQUIRED FOR ALL LAKE AND CANAL INTERCONNECTS.
3. CONCRETE AND RIP-RAP ENDWALLS ARE ACCEPTED PER FDOT INDEX 250-255 AND INDEX 258 WITH EXCEPTIONS AS NOTED IN SECTION 2.15 OF THE SBDD DESIGN CRITERIA MANUAL.
4. CHANNEL IN FRONT OF PIPE TO BE MIN 6" BELOW THE INVERT OF THE PIPE AND AT LEAST 1 1/2 TIMES THE DIA. OF THE PIPE TO THE DEEP CUT LINE AND CENTERED ON THE PIPE.

LAKE OUTFALL DETAIL WITH HEADWALL

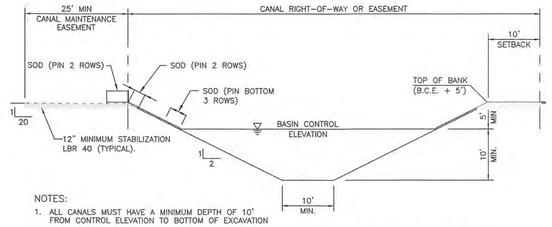


NOTE:

1. OUTFALL SHALL EXTEND PAST DEEP CUT LINE OF LAKE NO LESS THAN 2' AND NO MORE THAN 5'.

LAKE OUTFALL DETAIL WITHOUT HEADWALL

NOT APPLICABLE

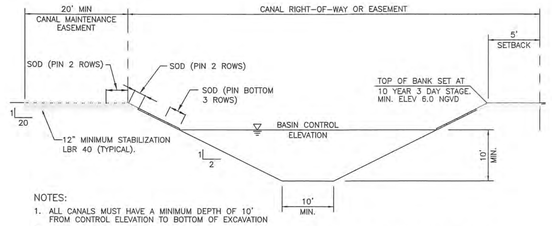


NOTES:

1. ALL CANALS MUST HAVE A MINIMUM DEPTH OF 10' FROM CONTROL ELEVATION TO BOTTOM OF EXCAVATION
2. MINIMUM CANAL BOTTOM IS 10' WIDE
3. ALL PROPERTIES ADJACENT TO THE CANAL MUST SLOPE BANKS, SOD AND PROVIDE AS-BUILTS TO THE ABOVE DESIGN.
4. THERE SHALL BE NO MUCK WITHIN THE CANAL RIGHT OF WAY AND MAINTENANCE EASEMENT.
5. SOD PINS MUST BE WOOD.

PRIMARY CANAL MINIMUM DESIGN SECTION AND CANAL MAINTENANCE EASEMENT

NOT APPLICABLE



NOTES:

1. ALL CANALS MUST HAVE A MINIMUM DEPTH OF 10' FROM CONTROL ELEVATION TO BOTTOM OF EXCAVATION
2. MINIMUM CANAL BOTTOM IS 10' WIDE
3. ALL PROPERTIES ADJACENT TO THE CANAL MUST SLOPE BANKS, SOD AND PROVIDE AS-BUILTS TO THE ABOVE DESIGN.
4. THERE SHALL BE NO MUCK WITHIN THE CANAL RIGHT OF WAY AND MAINTENANCE EASEMENT.
5. SOD PINS MUST BE WOOD.

SECONDARY CANAL MINIMUM DESIGN SECTION AND CANAL MAINTENANCE EASEMENT

NOT APPLICABLE

GENERAL NOTES

1 THE FOLLOWING GENERAL NOTES ARE REQUIRED BY THE SOUTH BROWARD DRAINAGE DISTRICT (SBDD). THEY ARE NOT MEANT TO BE ALL INCLUSIVE. IT IS THE ENGINEER'S RESPONSIBILITY TO ADD ANY NOTES WHICH WILL INFORM THE OWNER AND THE CONTRACTOR OF ANY ADDITIONAL REQUIREMENTS OF SBDD.

2 THE CONTRACTOR SHALL CONTACT SBDD 48 HOURS OR TWO (2) WORKING DAYS PRIOR TO ANY REQUIRED INSPECTION. TO SCHEDULE INSPECTIONS, PLEASE CALL SBDD AT (954)680-3337. SBDD'S WORKING HOURS ARE FROM 8:00 AM TO 4:30 PM. MONDAY THROUGH FRIDAY EXCEPT HOLIDAYS.

3 ANY REVISIONS TO PLANS PERMITTED BY SBDD MUST BE APPROVED BY SBDD PRIOR TO CONSTRUCTION.

4 A PRECONSTRUCTION MEETING SHALL BE SCHEDULED AND HELD AT LEAST FIVE (5) DAYS PRIOR TO BEGINNING CONSTRUCTION.

5 A SET OF SHOP DRAWINGS SHALL BE SUBMITTED TO SBDD AFTER APPROVAL BY THE ENGINEER OF RECORD.

6 DURING CONSTRUCTION, SBDD PERSONNEL WILL INSPECT THE FOLLOWING.
.. INSTALLATION OF ALL UNDERGROUND DRAINAGE FACILITIES BEFORE BACKFILLING,
.. BACKFILLING OF DRAINAGE TRENCHES,
.. SHAPING OF CANAL AND LAKE BANKS FROM THE DEEP CUT TO THE UPLAND EASEMENT LINE OR AS REQUIRED BY SBDD,
AND ANY OTHER DRAINAGE RELATED CONSTRUCTION WORK.
RE-INSPECTIONS OR EXTRAORDINARY INSPECTIONS WILL BE SUBJECT TO ADDITIONAL FEE CHARGES BY SBDD.

7 THE CONTRACTOR CONSTRUCTING OR EXCAVATING LAKES OR OTHER WATER BODIES SHALL EXCERCISE EXTREME CAUTION TO ENSURE THAT THE SIDE SLOPES AND DEEP CUT LINES ARE CONSTRUCTD IN ACCORDANCE WITH THE APPROVED PLANS FOR THE DEVELOPMENT. THE CONTRACTOR OR OWNER SHALL PERIODICALLY, OR AS REQUIRED BY SBDD, OBTAIN A SURVEY, FROM A FLORIDA REGISTERED SURVEYOR OF THE LOCATION OF THE DEEP CUT LINES PRIOR TO FORMING THE SIDE SLOPES. THIS SURVEY SHALL BE PERFORMED PRIOR TO THE OWNER/CONTRACTOR BEGINNING CONSTRUCTION OF ANY BUILDING PADS ADJACENT TO THE WATER BODY. IN THE EVENT THAT THE CONTRACTOR OVER DIGS THE WATER BODY, THE OWNER/CONTRACTOR SHALL SUBMIT TO SBDD ITS SOLUTION TO CORRECT THE OVER DIGGING. ANY SUGGESTED REMEDY OR CORRECTION MUST BE APPROVED BY SBDD BEFORE THE CONTRACTOR BEGINS THE PROPOSED CORRECTION/REMEDY.

8 PAVING AND DRAINAGE "AS-BUILT" PLANS CERTIFIED BY THE ENGINEER OF RECORD AND APPROVED BY SBDD'S ENGINEER AND DIRECTOR WILL BE REQUIRED BEFORE THE RELEASE OF THE BOND OR LETTER OF CREDIT. AS-BUILTS SHALL BE PROVIDED AS AN OVERLAY OF THE APPROVED CONSTRUCTION DRAWINGS AND AT THE SAME SCALE AS ORIGINALLY SUBMITTED. AS-BUILT SUBMITTALS SHALL CONFORM TO THE REQUIREMENTS OF SECTION SIX (6) OF SBDD'S CRITERIA MANUAL. AS-BUILTS MUST ALSO BE PROVIDED ON AN AUTOCAD DISC.

9 AS-BUILT DRAWINGS OF WATER BODIES SHALL INCLUDE THE DATA ADDRESSED IN THE "AS-BUILT LAKE SECTION" IN EXHIBIT 26 OF SBDD'S CRITERIA MANUAL. THE AS-BUILT CROSS SECTIONS SHALL BE PROVIDED AT NOT MORE THAN 100 FOOT INTERVALS AND AT ALL OUTFALL PIPES CONSTRUCTED WITHOUT HEADWALLS.

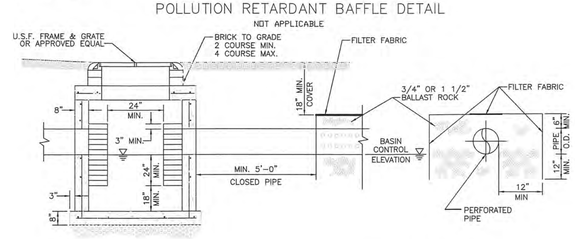
10 SBDD WILL NOT COMPLETE THE FINAL INSPECTION UNTIL THE AS-BUILT PACKAGE WHICH MUST INCLUDE THE ENGINEER'S CERTIFICATION AND TEST RESULTS FOR STABILIZATION OF LAKE/CANAL MAINTENANCE EASEMENTS, ARE RECEIVED.

NOTE TO THE DESIGN ENGINEER FROM THE SBDD DISTRICT ENGINEER:

YOU ARE WELCOME TO REVISE DETAILS ON THIS SHEET TO MEET THE SPECIFIC REQUIREMENTS OF A PROJECT PROVIDED THAT THE FOLLOWING CONDITIONS ARE MET.

1 REVISIONS MUST NOT BE IN CONFLICT WITH THE DISTRICT'S DESIGN CRITERIA.

2 YOU MUST CLOUD EACH REVISION AND NOTE IT IN THE REVISION BOX BELOW.

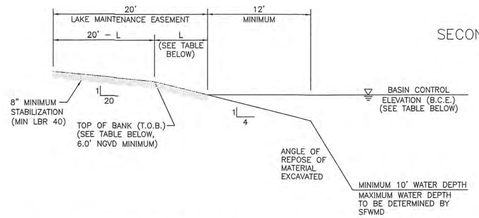


NOTES:

1. PIPES SHALL TERMINATE 2' FROM END OF TRENCH (CAP ENDS OF PIPE) OR CONNECT TO ADDITIONAL CATCH BASINS AS REQUIRED.
2. SIDES AND TOP OF TRENCH ONLY TO BE LINED WITH FILTER FABRIC. OVERLAP LINER A MINIMUM OF 2' AT THE TOP OF THE TRENCH.
3. BALLAST ROCK SHALL BE FROM FRESH WATER, WASHED AND FREE OF DELETERIOUS MATTER.
4. ALL EXFILTRATION TRENCHES SHALL HAVE A POLLUTION RETARDANT BAFFLE AT EACH CONNECTION POINT TO A STRUCTURE. (SEE POLLUTION RETARDANT BAFFLE DETAIL, EXHIBIT 16)
5. GASKETS SHALL BE USED WITH RCP IN EXFILTRATION TRENCH.

EXFILTRATION TRENCH DETAIL

NOT APPLICABLE

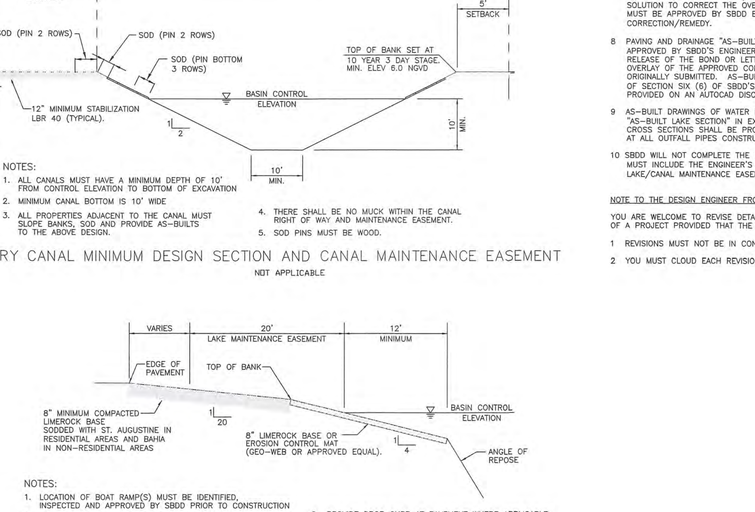


THIS PROJECT IS LOCATED WITHIN BASIN S-2

BASIN No.	B.C.E. (FT-NGVD)	T.O.B. (FT-NGVD)	L (FT)	BASIN No.	B.C.E. (FT-NGVD)	T.O.B. (FT-NGVD)	L (FT)
S-1	2.50	6.50	16.00	S-8	3.50	6.00	10.00
S-2 & S-7	2.70	6.00	13.20		4.00	6.50	10.00
S-3	3.00	6.50	14.00	S-9 & S-10	3.50	6.50	12.00
S-4	3.50	6.00	10.00		4.00	6.50	10.00
S-5	4.00	6.00	8.00	S-12	3.00	6.50	16.00
	4.25	6.50	9.00	S-13	3.00	6.50	14.00
	4.50	6.50	8.00				

LAKE CROSS SECTION AND LAKE MAINTENANCE EASEMENT

NOT APPLICABLE

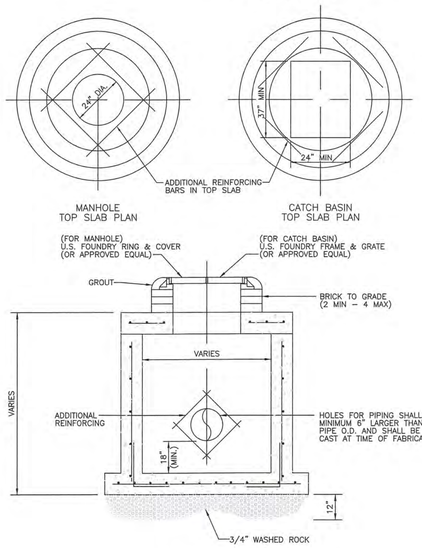


NOTES:

1. LOCATION OF BOAT RAMP(S) MUST BE IDENTIFIED, INSPECTED AND APPROVED BY SBDD PRIOR TO CONSTRUCTION
2. SLOPE DETAILS AS OUTLINED ABOVE MUST BE INSPECTED AND APPROVED BY THE DISTRICT PRIOR TO INSTALLATION OF EROSION CONTROL MAT.
3. UPON COMPLETION OF BOAT RAMP, DISTRICT MUST BE NOTIFIED FOR FINAL APPROVAL.
4. BOAT RAMP MUST INTERSECT ADJACENT ROAD AND WATER BODY AT 90° ANGLE UNLESS OTHERWISE APPROVED.
5. THE BOAT RAMP(S) MUST BE MINIMUM 12' WIDE.
6. PROVIDE DROP CURB AT PAVEMENT WHERE APPLICABLE.
7. FOR BOAT RAMP CONSTRUCTED ON AN SBDD CANAL A SLOPE OF 3:1 CAN BE USED FROM EDGE OF WATER UP TO TOP OF BANK.
8. BOAT RAMPS SHALL BE CONSTRUCTED OF LIMEROCK OR EROSION CONTROL MAT, AT THE DISCRETION OF THE DISTRICT.
9. IF SBDD OPTS FOR AN EROSION CONTROL MAT, THE MAT SHALL BE FILLED WITH AT LEAST 4" OF 3/4" ROCK.

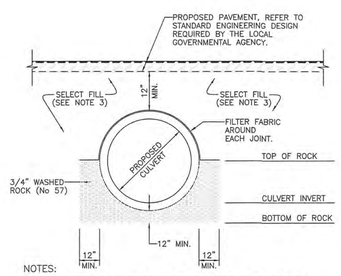
BOAT RAMP DETAIL

NOT APPLICABLE



(ALL FDOT TYPE STRUCTURES ARE APPROVED.)

PRECAST CATCH BASIN AND MANHOLE DETAIL

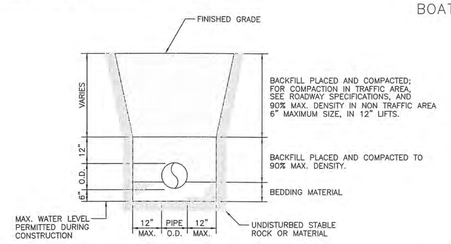


NOTES:

1. WHERE SOIL CONDITIONS CANNOT BE MAINTAINED AS SHOWN ABOVE, PROVIDE APPROVED METHOD OF CONSTRUCTION.
2. SHEETING WILL BE REQUIRED AS DETERMINED IN THE FIELD.
3. BACKFILL IN 6"-12" LAYERS, TO 98% COMPACTION, WITH MATERIALS NOT LARGER THAN 3 1/2".
4. IF A CULVERT IS CORRUGATED ALUMINUM STRUCTURAL PLATE, FILTER FABRIC SHALL BE PLACED THE ENTIRE LENGTH OF THE PIPE.
5. FILTER FABRIC SHALL BE PLACED THE FULL LENGTH OF ANY SECTION OF CULVERT UNDER ASPHALT.

LAKE/CANAL INTERCONNECT BEDDING DETAIL

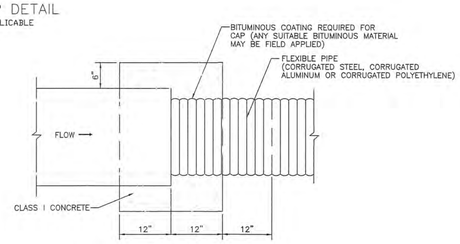
NOT APPLICABLE



NOTES:

1. WHERE SOIL CONDITION CANNOT BE MAINTAINED AS SHOWN ABOVE, PROVIDE APPROVED MEANS OF CONSTRUCTION.
2. WHERE REQUIRED SHEETING AND SHORING SHALL BE IN ACCORDANCE WITH THE LOCAL GOVERNMENTAL AGENCY.
3. MUCK OR OTHER UNSUITABLE MATERIAL SHALL BE COMPLETELY REMOVED.
4. WHEN THE PIPE IS LAID IN THE PREPARED TRENCH, TRUE TO LINE AND GRADE, THE PIPE BARREL SHALL RECEIVE CONTINUOUS UNIFORM SUPPORT. WHERE NECESSARY, COURSE SAND, PEA ROCK OR 3/4" LIMESTONE GRAVEL SHALL BE USED TO PROVIDE UNIFORM BEDDING.
5. JOINTS MAY BE REQUIRED TO BE WRAPPED AT THE DISCRETION OF THE DISTRICT AND THE SITE CONDITIONS.
6. BACKFILL MATERIAL SHALL BE NON-COHESIVE AND NON-PLASTIC SOIL THAT IS FREE OF ALL DEBRIS, LUMPS, WOOD BROKEN PAVING OR ANY ORGANIC OR UNSUITABLE MATERIAL. BACKFILL MATERIAL PLACED WITHIN 12" OF THE PIPE SHALL CONTAIN NO ROCKS OR STONES LARGER THAN 3-1/2" INCHES IN DIAMETER. NO ROCKS OR STONES LARGER THAN 6" IN DIAMETER WILL BE PERMITTED IN THE REMAINING BACKFILL UNLESS OTHERWISE SPECIFIED.
7. TRENCH BACKFILL SHALL BE COMPACTED TO NOT LESS THAN 90 PERCENT OF THE MAXIMUM DRY DENSITY DETERMINED BY AASHTO T-180. BACKFILL AND COMPACTION SHALL BE IN ACCORDANCE TO THE STANDARD ENGINEERING DESIGN REQUIRED BY THE LOCAL GOVERNMENTAL AGENCY.

TRENCH EXCAVATION DETAIL



NOTES:

1. A CONCRETE JACKET SHALL NOT BE USED TO JOIN:
   a) METAL PIPE OF DISSIMILAR MATERIALS.
   b) FLEXIBLE PIPE WHEN THE MAXIMUM COVER REQUIRED IN ACCORDANCE WITH F.D.O.T. INDEX No. 205 CANNOT BE OBTAINED.
2. OPTIONAL FOR LAKE OR CANAL OUTFALL.
3. WHEN USED FOR LAKE OUFALL, JACKET SHALL BE CENTERED 8' LANDWARD OF THE BASIN CONTROL ELEVATION.

(PER FDOT INDEX 280)

CONCRETE JACKET DETAIL

NOT APPLICABLE

I, DENNIS R. SHULTZ, A FLORIDA REGISTERED PROFESSIONAL ENGINEER, WHOSE FLORIDA PROFESSIONAL LICENSE NUMBER IS 56159, CERTIFY THAT I HAVE REVIEWED THE PLANS WHICH ACCOMPANY THIS CERTIFICATION AND THAT THE DESIGN OF THIS PROJECT AS SHOWN ON THESE PLANS MEET OR EXCEED THE REQUIREMENTS OF THE SOUTH BROWARD DRAINAGE DISTRICT CRITERIA MANUAL ISSUED MAY 1997, REVISED MARCH 1999 AND FEBRUARY 2002.

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EB# 6578

MIRAMAR PARK OF COMMERCE

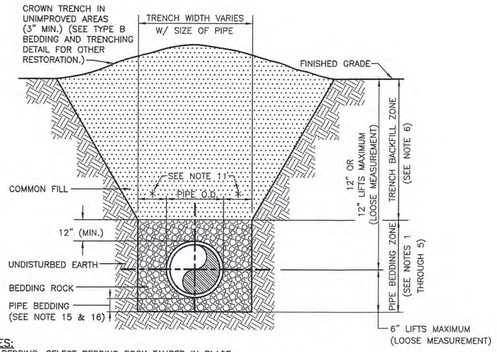
Sheet Title: SOUTH BROWARD DRAINAGE DISTRICT STANDARD DETAILS

Job Title: MIRAMAR PARK OF COMMERCE #30
M.P.C. - PHASE III
FOR: SUNBEAM DEVELOPMENT, INC.
MIRAMAR, FLORIDA, BROWARD COUNTY

Phase: PERMITTING DOCUMENTS

DENNIS R. SHULTZ No. 56159 STATE OF FLORIDA PROFESSIONAL ENGINEER

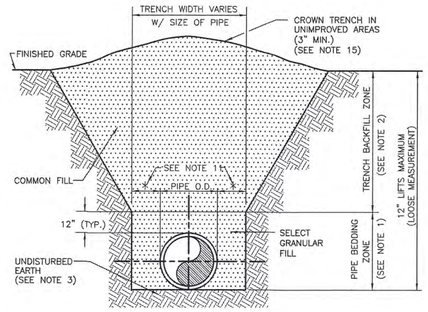
Scale: N.T.S.	Date 11/30/15
Job No. 98-1024.00	Plot Date 11/30/15
Drawn by DRS	Sheet No. C6
Proj Engr. DRS	
Appr. by DRS	7 of 15



NOTES:

1. PIPE BEDDING: SELECT BEDDING ROCK TAMPED IN PLACE.
2. GRADE AND SHAPE PIPE BED TO EVENLY SUPPORT PIPE AT THE PROPER LINE AND GRADE, WITH FULL CONTACT UNDER THE BOTTOM OF THE PIPE.
3. INSTALL PIPE AND SYSTEM COMPONENTS.
4. PLACE BEDDING SIMULTANEOUSLY ON BOTH SIDES OF THE PIPE. CORRECT ANY PIPE DISPLACEMENTS BEFORE PROCEEDING.
5. IN THE PIPE BEDDING ZONE, PLACE BEDDING IN LIFTS NOT GREATER THAN 6" THICKNESS TO 12" MINIMUM ABOVE THE TOP OF THE PIPE.
6. IN THE TRENCH BACKFILL ZONE, PLACE COMMON FILL IN LIFTS NOT GREATER THAN 12" THICKNESS AND COMPACT TO 98% OF MAXIMUM DENSITY PER AASHTO T-180 TO THE BOTTOM OF THE SUBGRADE OR THE TOP OF TRENCH IN UNIMPROVED AREAS.
7. USE TYPE A BEDDING TO BE DETERMINED IN THE FIELD AS DIRECTED BY THE CITY OF MIRAMAR.
8. IF REQUIRED IN THE CONTRACT DOCUMENTS OR IF APPROVED BY THE CITY OR ITS REPRESENTATIVE, FLOWABLE MORTAR OR CONTROLLED LOW STRENGTH MATERIAL MAY BE USED IN LIEU OF OTHER BEDDING MATERIAL TYPES.
9. SECURE PIPE AGAINST DISPLACEMENT OR FLOTATION BEFORE PLACING FLOWABLE MORTAR OR CONCRETE ENCASEMENT.
10. CONCRETE ENCASEMENT: INSTALL WHERE SHOWN IN THE PLANS.
11. (*): 18" MAXIMUM FOR PIPE DIAMETER LESS THAN 24", AND 24" MAXIMUM FOR PIPE DIAMETER 24" AND LARGER.
12. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION. UNLESS OTHERWISE APPROVED BY THE CITY.
13. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
14. REFER TO SECTION 2.18-E OF THE MANUAL FOR SHEETING AND BRACING IN EXCAVATIONS.
15. GRAVITY SEWERS SHALL UTILIZE TYPE A BEDDING. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER LESS THAN 15", AND 6" MINIMUM FOR PIPE DIAMETER 18" AND LARGER.
16. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE. CITY OF MIRAMAR SHALL DETERMINE IN THE FIELD REQUIRED REMOVAL OF UNSUITABLE MATERIAL TO REACH SUITABLE FOUNDATION.
17. UNSUITABLE MATERIAL INCLUDES ORGANIC MATERIAL, BEDROCK, LIMEROCK FILL, BOULDERS, ETC.

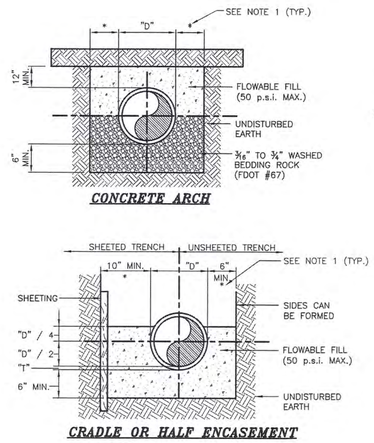
TYPE A BEDDING AND TRENCHING DETAIL

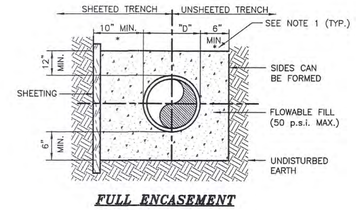


NOTES:

1. PIPE BEDDING: SELECT GRANULAR FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL IN 12" MAX. LIFTS COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE "A" BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY THE CITY OF MIRAMAR.
4. GRADE AND SHAPE PIPE BED TO EVENLY SUPPORT PIPE AT THE PROPER LINE AND GRADE, WITH FULL CONTACT UNDER THE BOTTOM OF THE PIPE.
5. INSTALL PIPE AND SYSTEM COMPONENTS.
6. PLACE BEDDING SIMULTANEOUSLY ON BOTH SIDES OF THE PIPE. CORRECT ANY PIPE DISPLACEMENTS BEFORE PROCEEDING.
7. IN THE TRENCH BACKFILL ZONE, PLACE BEDDING IN LIFTS NOT GREATER THAN 12" THICKNESS AND COMPACT TO 98% OF MAXIMUM DENSITY PER AASHTO T-180 TO THE BOTTOM OF THE SUBGRADE OR THE TOP OF TRENCH IN UNIMPROVED AREAS.
8. IF REQUIRED IN THE CONTRACT DOCUMENTS OR IF APPROVED BY THE CITY OR ITS REPRESENTATIVE, FLOWABLE MORTAR OR CONTROLLED LOW STRENGTH MATERIAL MAY BE USED IN LIEU OF OTHER BEDDING MATERIAL TYPES.
9. SECURE PIPE AGAINST DISPLACEMENT OR FLOTATION BEFORE PLACING FLOWABLE MORTAR OR CONCRETE ENCASEMENT.
10. CONCRETE ENCASEMENT: INSTALL WHERE SHOWN IN THE PLANS.
11. (*): 18" MAXIMUM FOR PIPE DIAMETER LESS THAN 24", AND 24" MAXIMUM FOR PIPE DIAMETER 24" AND LARGER.
12. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION. UNLESS OTHERWISE APPROVED BY THE CITY.
13. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
14. REFER TO SECTION 2.18-E OF THE MANUAL FOR SHEETING AND BRACING IN EXCAVATIONS.
15. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH THE CITY OF MIRAMAR. SURFACE RESTORATION WITHIN CITY OR COUNTY RIGHT-OF-WAY SHALL COMPLY WITH THE APPLICABLE REGULATIONS.

TYPE B BEDDING AND TRENCHING DETAIL

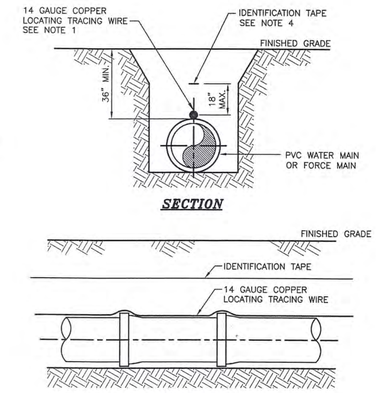




NOTES:

1. (*): 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND OVER.
2. "D" REFERS TO THE DIAMETER OF THE PIPE.
3. "T" REFERS TO THE THICKNESS OF THE PIPE.
4. USE OF CONCRETE ARCH HALF ENCASEMENT OR FULL ENCASEMENT TO BE DETERMINED IN THE FIELD AS DIRECTED BY THE CITY OF MIRAMAR.

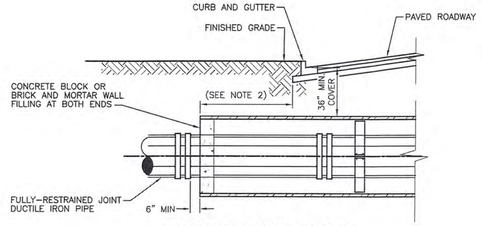
CONCRETE ARCH AND ENCASEMENT DETAILS



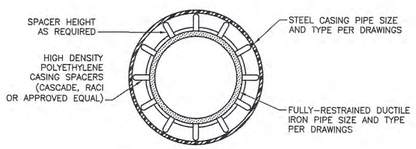
NOTES:

1. PVC PIPE SHALL REQUIRE INSULATED METALLIC LOCATING TRACING WIRE (14 GAUGE COPPER) CAPABLE OF DETECTION BY A CABLE LOCATOR AND SHALL BE BURIED DIRECTLY ON TOP OF THE PIPE AT CENTERLINE.
2. LOCATING WIRE SHALL TERMINATE AT THE TOP OF EACH VALVE BOX AND BE CAPABLE OF EXTENDING 12" ABOVE TOP OF BOX IN SUCH A MANNER SO AS NOT TO INTERFERE WITH VALVE OPERATION.
3. USE PLASTIC CLIPS AS NECESSARY TO HOLD WIRE DIRECTLY ON THE TOP OF THE PIPE.
4. DETECTABLE IDENTIFICATION TAPE SHALL BE INSTALLED DIRECTLY OVER CENTERLINE OF ALL PIPE AT 18-INCHES ABOVE THE TOP OF THE PIPE. SEE "ENGINEERING STANDARDS," SECTIONS 4.03-P, 6.03-N AND 8.03-I FOR FURTHER DETAILS.

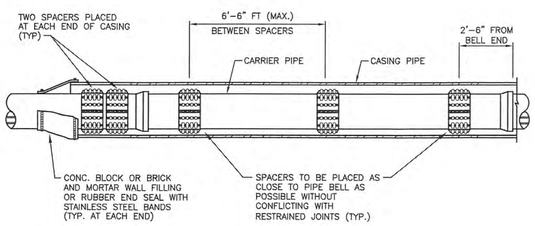
PVC PIPE LOCATING WIRE AND IDENTIFICATION TAPE DETAIL



CASING SPACING DETAIL



CASING SPACERS - END VIEW

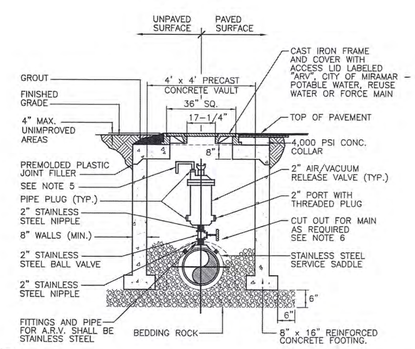


CASING SPACING DETAIL - SIDE VIEW

NOTES:

1. WHEN CONSTRUCTION IS WITHIN FDOT JURISDICTION, ADDITIONAL REQUIREMENTS OF THE UTILITY ACCOMODATION MANUAL SHALL BE MET.
2. CASING SHALL BE OF SUFFICIENT LENGTH TO EXTEND UNDER ALL PAVEMENTS AND IN NO CASE SHALL THE END OF THE CASING BE CLOSER THAN EIGHT (8) FEET FROM THE PAVEMENT EDGE INCLUDING PAVED SHOULDERS PLUS ADDITIONAL LENGTH AS NECESSARY TO EXTEND TO THE EXCAVATED SLOPES OF THE JACKING AND RECEIVING PITS.
3. CONTRACTOR SHALL MAINTAIN A MINIMUM OF A 2:1 SLOPE (ANY STEEPER AND PIT MUST BE SHEETED AND SHORED) BEGINNING EIGHT (8) FEET FROM EDGE OF PAVEMENT.
4. CASING SPACERS SHALL BE USED TO INSTALL CARRIER PIPE INSIDE THE ENCASEMENT/CASING PIPE AND TO PROVIDE SUPPORT AROUND THE PERIPHERY OF THE PIPE SHOULD THE PIPE TWIST AS IT IS PUSHED THROUGH THE CASING.
5. THE MAXIMUM SPAN SHOULD BE 6 ½ FEET TO PREVENT SAGGING OF THE CARRIER PIPE. THE SPAN BETWEEN SPACERS SHOULD RESULT IN CONSERVATIVE LONG TERM SAFETY FACTOR PROVIDED TOTAL LOAD PER SPACER DOES NOT EXCEED THE MAXIMUM LOAD FOR PIPE FULL OF LIQUID PER SPACER LISTED IN THE LITERATURE. SPACERS SHALL HAVE MINIMUM HEIGHT THAT CLEARS THE PIPE BELL OR AS OTHERWISE INDICATED ON DRAWINGS. SPACER SHALL BE INSTALLED ACCORDING TO MANUFACTURERS RECOMMENDATIONS.
6. RESTRAINED JOINTS NOT SHOWN FOR CLARITY.
7. IF THE CASING SPACER MANUFACTURER'S RECOMMENDED CASING SPACING IS MORE STRINGENT THAT THE SPACING SHOWN ABOVE, THEN THE MANUFACTURER'S RECOMMENDED SPACING SHALL BE USED.
8. THE ENDS OF THE CASING SHALL BE SEALED USING CONCRETE BLOCK OR BRICK AND MORTAR WALL FILLING OR PWM MODEL 1 WA WRAP AROUND END SEAL MADE OF ⅛" THICKNESS RUBBER AND STAINLESS STEEL BANDS OR DESIGN ENGINEER APPROVED EQUAL.

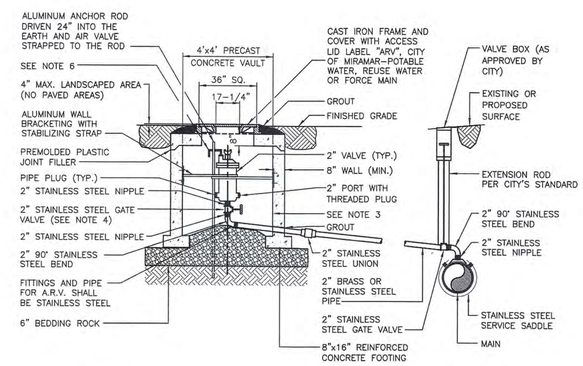
BORING AND JACKING DETAIL



NOTES:

1. ABOVE DETAIL IS BASED ON 2" COMBINATION AIR/VACUUM RELEASE VALVE, CHANGE PIPE AND FITTINGS ACCORDINGLY FOR OTHER VALVE SIZES AND TYPES. VALVE SIZES TO BE DETERMINED BY THE ENGINEER AND APPROVED BY THE CITY PRIOR TO INSTALLATION.
2. THE BOTTOM OF THE PRECAST VAULT SHALL BE PLACED AT THE SAME ELEVATION AS THE BOTTOM OF THE PIPE.
3. ARV VAULT WALLS TO BE COATED INSIDE AND OUTSIDE WITH 16 MIL. THK. APPROVED ASPHALTIC COATING.
4. LIFT HOLES ARE TO BE SEALED WITH MORTAR INSIDE AND OUTSIDE AFTER INSTALLATION. ALL OPENINGS SHALL BE SEALED WITH WATERPROOF, EXPANDING GROUT.
5. WASTEWATER VALVES TO BE EQUIPPED WITH THREADED VENT PIPE THAT DIRECTS VENT DOWNWARD.
6. VAULT SHALL NOT REST ON PIPE. ALLOW 9" MIN. SEPARATION.
7. WHEN USED ON A FORCE MAIN ALL FITTINGS SHALL BE STAINLESS STEEL.

AIR RELEASE VALVE DETAIL



NOTES:

1. ABOVE DETAIL IS BASED ON 2" COMBINATION AIR/VACUUM RELEASE VALVE, CHANGE PIPE AND FITTINGS ACCORDINGLY FOR OTHER VALVE SIZES AND TYPES. VALVE SIZES TO BE DETERMINED BY THE ENGINEER AND APPROVED BY THE CITY PRIOR TO INSTALLATION.
2. THE MINIMUM DIMENSION FROM TOP OF PIPE TO FINISHED GRADE SHALL BE 4.0 FEET.
3. ARV VAULT WALLS TO BE COATED INSIDE AND OUTSIDE WITH 16 MIL. THICK APPROVED COATING.
4. VALVE SHALL BE SUPPORTED TO VAULT WALL.
5. LIFT HOLES ARE TO BE SEALED WITH MORTAR INSIDE AND OUTSIDE AFTER INSTALLATION. ALL OPENINGS SHALL BE SEALED WITH WATERPROOF, EXPANDING GROUT.
6. VALVES TO BE EQUIPPED WITH THREADED VENT PIPE THAT DIRECTS VENT DOWNWARD.

OFFSET AIR RELEASE VALVE DETAIL

NO.	DATE	REVISIONS	BY

UTILITIES

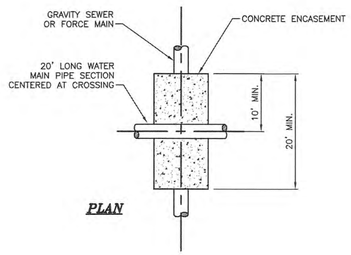
CITY OF MIRAMAR
DEPARTMENT OF CONSTRUCTION & FACILITIES MANAGEMENT
ENGINEERING STANDARDS

MIRAMAR BEAUTY & PROGRESS CITY 1955

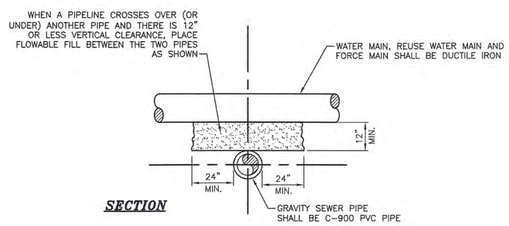
SCALE: N.T.S.

SHEET NO. 1 OF 11

C7.1

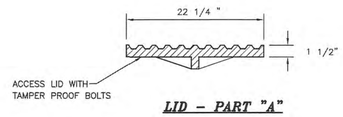


PLAN

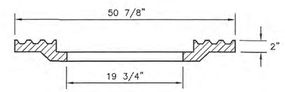


SECTION

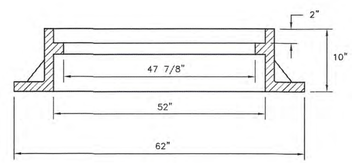
FLOWABLE FILL BEDDING BETWEEN CROSSING PIPES



LID – PART "A"



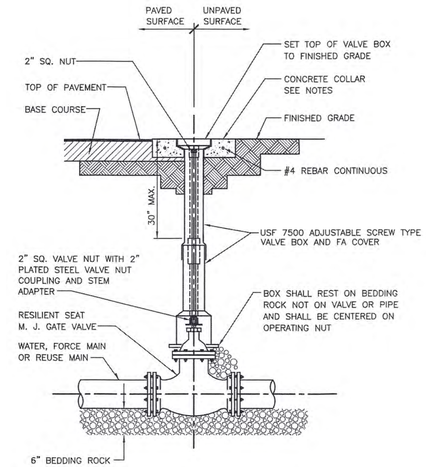
LID – PART "B"



FRAME

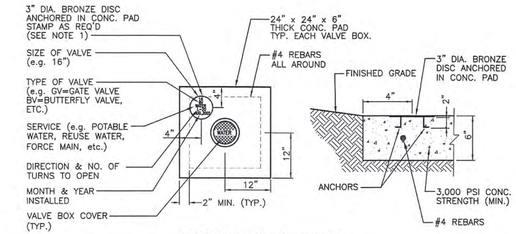
NOTES:
1. ALL BEARING SURFACES TO BE MACHINED.
2. MINIMUM WEIGHT 1480 LBS.
3. U.S.F. 1341–AHM, TYPE C OR APPROVED EQUAL.
4. LID TO BE LABELED "ARV – CITY OF MIRAMAR – POTABLE WATER"; "ARV – CITY OF MIRAMAR – REUSE WATER"; OR "ARV – CITY OF MIRAMAR – FORCE MAIN".

AIR RELEASE VAULT ACCESS COVER

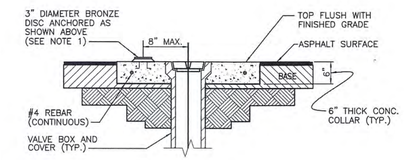


NOTES:
1. VALVE COLLAR SHALL BE 24"X24"X6" (MIN.) CONCRETE COLLAR PER CITY'S STANDARD DETAIL.
2. WHEN WATER VALVE IS NOT LOCATED IN PAVEMENT, PLACE A WHITE PAVEMENT REFLECTOR MARKER IN THE DRIVE LANE, ADJACENT TO THE VALVE.
3. VALVE BOX COVER SHALL BE PAINTED BLUE WITH THE DESIGNATION "WATER"; GREEN WITH THE DESIGNATION "SEWER"; PURPLE WITH THE DESIGNATION "REUSE".

GATE VALVE AND VALVE BOX DETAIL



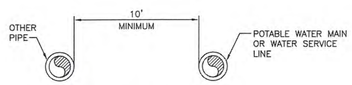
UNIMPROVED CONDITION



ALTERNATIVE FOR PAVED SURFACE

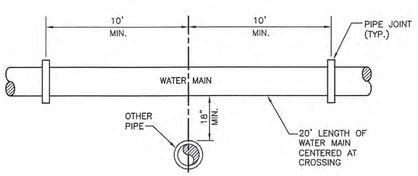
NOTES:
1. BRONZE IDENTIFICATION DISC SHALL BE REQUIRED FOR ALL VALVES, AND SHALL INDICATE: SIZE OF VALVE, TYPE OF VALVE, SERVICE, DIRECTION AND NUMBER OF TURNS TO OPEN, AND DATE INSTALLED.

VALVE BOX CONCRETE COLLAR DETAIL



PLAN

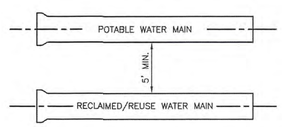
HORIZONTAL SEPARATION 10 FEET OR GREATER



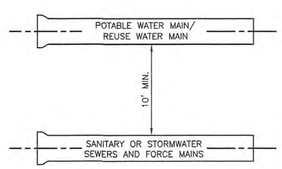
SECTION

VERTICAL CLEARANCE AT CROSSING 18 INCHES OR GREATER

DETAILS FOR PROTECTION OF POTABLE WATER SUPPLY

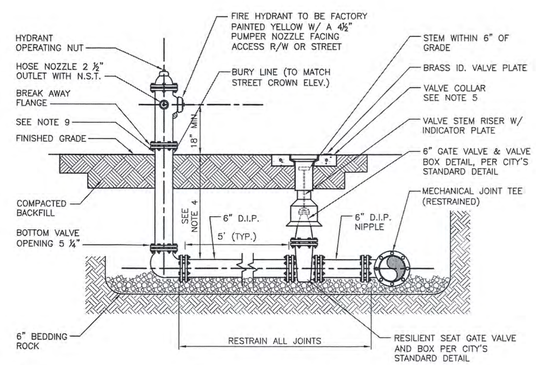


A MINIMUM 5' CLEAR HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN RECLAIMED/REUSE WATER MAINS AND POTABLE WATER MAINS.



A MINIMUM 10' CLEAR HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN POTABLE WATER MAINS/REUSE WATER MAINS AND SANITARY OR STORMWATER SEWERS AND FORCE MAINS.

MIN. HORZ. SEPARATION REQUIREMENTS FOR POTABLE WATER, RECLAIMED, STORMWATER & SEWER LINES

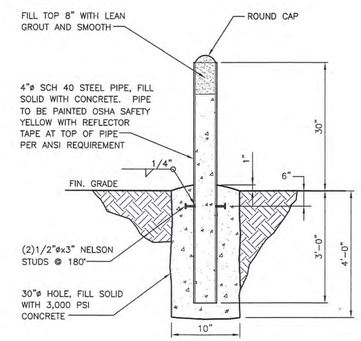


NOTES:
1. PIPE SHALL BE DUCTILE IRON CLASS 52. DIP SPOOL PIECES TO BE CLASS 350.
2. ALL PIPES AND FITTINGS SHALL BE RESTRAINED MECHANICAL JOINT, MATERIAL TO BE DUCTILE IRON.
3. HYDRANT VALVES SHALL BE INSTALLED AS CLOSE TO WATER MAIN AS POSSIBLE.
4. DEPTH OF COVER TO TOP OF UNDERGROUND PIPING: 30" MINIMUM TYPICAL; 36" MINIMUM UNDER DRIVING SURFACES.
5. VALVE COLLAR SHALL BE 24"x24"x6" CONCRETE COLLAR W/ 1–#4 BAR (CONT.) PER CITY'S STANDARD DETAIL.
6. NO HYDRANT SHOULD BE LOCATED CLOSER THAN 5' TO A TYPE "D" CURB OR 7' TO A VALLEY GUTTER.
7. GUARD POSTS AROUND FIRE HYDRANTS ARE REQUIRED WHEN HYDRANTS ARE PLACED WITH IN 6 FEET OF ALL ROADWAYS, DRIVEWAYS, TURN RADIUS, OR PARKING AREA.
8. A BLUE REFLECTIVE PAVEMENT MARKER SHALL BE PROVIDED IN THE CENTER OF THE NEAREST LANE OF ROAD PAVEMENT ADJACENT TO ALL FIRE HYDRANT LOCATIONS.
9. CLEARANCE BETWEEN BOTTOM OF BOLTS AND GRADE SHALL BE 6" MINIMUM.

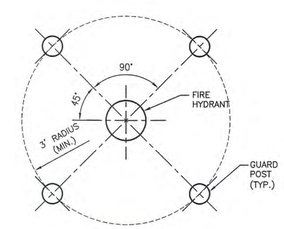
CONTRACTOR SHALL COLOR CODE THE TOP OF EACH HYDRANT INDICATED BY THE GALLONS PER MINUTE OF FLOW. THE BODY OF ALL FIRE HYDRANT SHALL BE PAINTED YELLOW (RUST–OLEUM #944 SAFETY YELLOW, O.A.E. WITH A 40 MIL DFT.) AND THE TOP COLOR CODED AS FOLLOWS:

FLOW	COLOR OF BONNETS & CAPS
1,500 GPM OR GREATER	BLUE
1,000 GPM OR GREATER	GREEN
500–1,000 GPM	ORANGE
LESS THAN 500 GPM	RED

FIRE HYDRANT ASSEMBLY DETAIL



SECTION



PLAN VIEW

GUARD POST DETAIL

NO.	DATE	REVISIONS	BY

UTILITIES

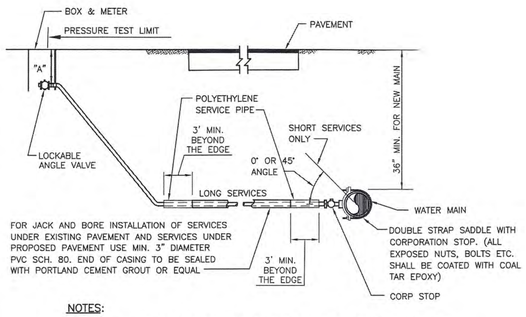
CITY OF MIRAMAR
DEPARTMENT OF
CONSTRUCTION & FACILITIES MANAGEMENT
ENGINEERING STANDARDS

MIRAMAR BEAUTY AND PROGRESS EST 1955

SCALE: N.T.S.

SHEET NO. 2 OF 11

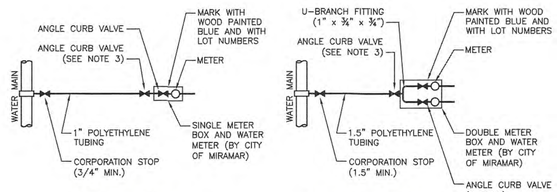
C7.2



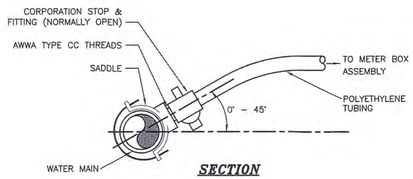
NOTES:

1. SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE SPACED A MINIMUM OF 18" APART. TAPS SPACED BETWEEN 18" TO 48" SHALL BE OFFSET TO EACH SIDE OF THE MAIN.
2. METER BOX SHALL BE SET TO CONFORM TO FINISHED GRADE ADJACENT TO PROPERTY LINE. METER SHALL NOT BE PLACED IN SIDEWALK OR DRIVEWAY AREAS. SERVICE LINES SHALL NOT BE PLACED UNDER DRIVEWAYS.
3. ALL 5/8" & 1" METERS REQUIRE A LOCKABLE ANGLE CURB VALVE (ANGLE BALL VALVE: 3/4" VALVE FOR 5/8" METER, 1" VALVE FOR 1" METER AND 1 1/2" VALVE FOR 1 1/2" METER), YOKE AND INTEGRAL CHECK VALVE.
4. A DUAL CHECK VALVE OR OTHER BACKFLOW PREVENTION DEVICE REQUIRED ON ALL SERVICES BEHIND METER.
5. DIMENSION "A" = 7" (5/8" METER)
   = 8" (1" METER)
   = 8" (1 1/2" METER)
   = 12" (2" METER)
6. MAXIMUM SERVICE LENGTH IS 100' TO METER.
7. BEDDING (MIN. 4") AND COVER (MIN. 4") OVER SERVICE LINE OR CASING SHALL CONSIST OF FINE GRANULAR MATERIAL. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCKS SHALL BE REMOVED WITH 3/4" MAXIMUM SIZE.
8. USE MIN. 3" DIAMETER PVC SCH. 80 CASING FOR ALL LONG SERVICES UNDER EXISTING OR PROPOSED ROADWAY. END OF CASING TO EXTEND MIN. 3 FEET FROM EDGE OF PAVEMENT AND IS TO BE SEALED WITH CEMENT.

TYPICAL SERVICE CONNECTION FOR 5/8", 1", 1&1/2", OR 2" METER



SINGLE SERVICE ***DOUBLE SERVICE***

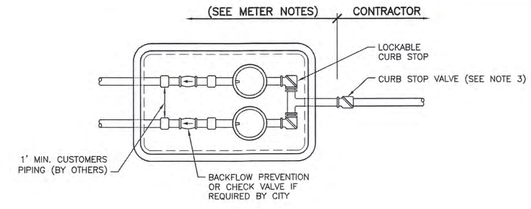


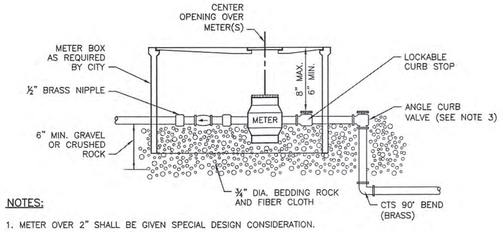
SECTION

NOTES:

1. ALL FITTINGS SHALL BE BRASS WITH COMPRESSION/PACK JOINT TYPE CONNECTIONS.
2. NO SERVICE LINE SHALL TERMINATE UNDER A DRIVEWAY.
3. EACH SERVICE SHALL TERMINATE AT AN ANGLE CURB VALVE, FORD METER BOX KV43-341W-NL; 1.5"X1" FOR DOUBLE SERVICE AND 1"X1" FOR SINGLE SERVICE OR APPROVED EQUAL.
4. INSTALL MIN. 3" DIA. PVC SCH. 80 CASING FOR ALL LONG SERVICES UNDER EXISTING OR PROPOSED ROADWAY. END OF CASING TO EXTEND MINIMUM 3-FEET FROM EDGE OF PAVEMENT AND IS TO BE SEALED WITH PORTLAND CEMENT GROUT, OR APPROVED EQUAL.
5. METER BOX SHALL BE SUPPLIED BY THE CITY.

WATER SERVICE CONNECTION DETAILS





NOTES:

1. METER OVER 2" SHALL BE GIVEN SPECIAL DESIGN CONSIDERATION.
2. METERS SHALL BE PURCHASED AND INSTALLED BY THE CONTRACTOR (SEE METER NOTES).
3. EACH SERVICE SHALL TERMINATE AT AN ANGLE CURB VALVE, FORD METER BOX KV43-341W-NL; 1.5"X1" FOR DOUBLE SERVICE AND 1"X1" FOR SINGLE SERVICE, OR APPROVED EQUAL. CURB STOP SHALL NOT BE INSTALLED BELOW 12" FROM FINISHED GRADE.
4. METER BOXES TO BE SET IN GRASS AREAS.
5. METER BOX SHALL BE PROVIDED BY THE CITY.

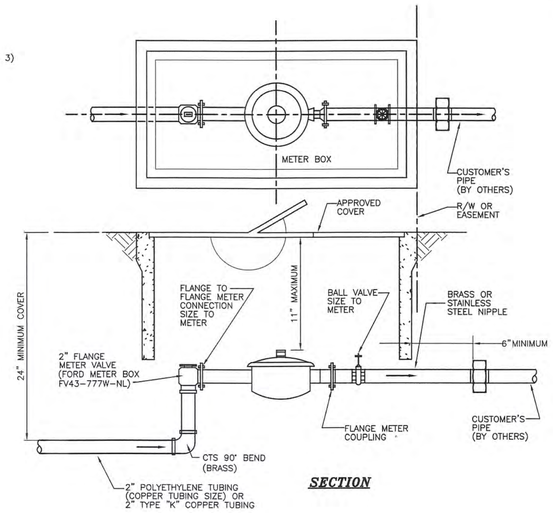
METER BOX DETAIL U.S. FOUNDRY NO. 7630

METER NOTES: Contractor/Developer shall be responsible for ordering and purchasing water meter, boxes and other related appurtenances for a complete water meter assembly from City's approved vendor:
HD Supply Waterworks
Attn: James Watts
Phone: 954-772-7343

Meters shall be "Sensus" model and must be shipped to*:
City of Miramar Utilities Department
Attn. Harry Morgan
13900 Pembroke RD. Miramar, FL. 33027

*Note: Please reference name of development on the shipping order.

When contractor/developer is ready to install the meter(s), they must setup water meter accounts at City's Utility Billing at which point the already assembled water meter system will be released by the Utility Department at no charge to the contractor for installation.

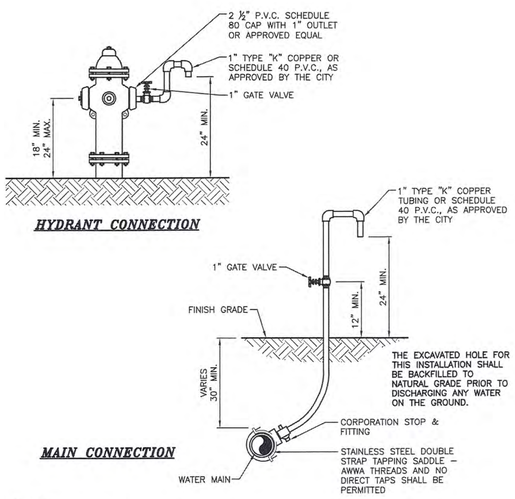


SECTION

NOTES:

1. ALL STRUCTURES IN R/W TO BE TRAFFIC BEARING TYPE.
2. R/W OR EASEMENT LINE IS THE CUSTOMERS SIDE OF METER BOX.
3. CITY OF MIRAMAR RESPONSIBILITY ENDS AT THE CUSTOMERS SIDE OF BALL VALVE.
4. CURVE IN SERVICE LINE SHALL BE AS CLOSE TO METER BOX AS PRACTICAL AND MINIMUM RADIUS SHALL BE 21" FOR 2" TUBING.
5. METERS SHALL BE PURCHASED AND INSTALLED BY THE CONTRACTOR (SEE METER NOTES).
6. ALL BACKFLOW PREVENTION DEVICES PER LOCAL BUILDING CODE AND SUPPLIED BY CUSTOMER.
7. METER BOXES ARE TO BE DOWELED INTO SIDEWALK OR ROCK BASE USING A MINIMUM OF SIX 1/4" DIAMETER THREADED RODS EXTENDING 6" BEYOND THE METER BOX EXTERIOR.

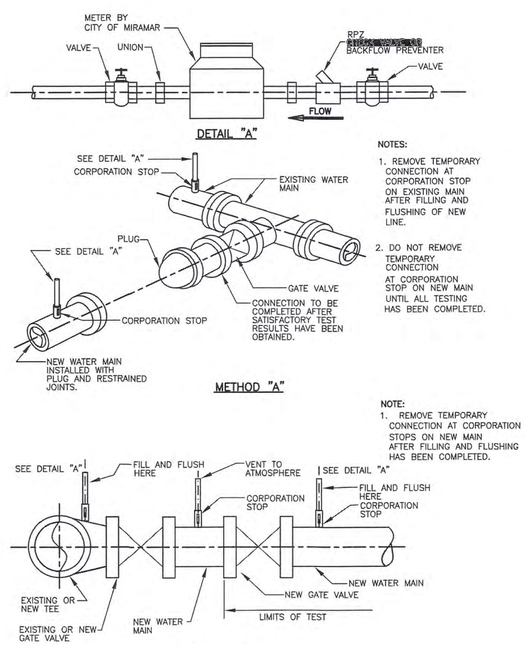
METER INSTALLATION FOR 1.5", OR 2" METERS



NOTES:

1. SAMPLING POINTS SHALL BE LOCATED AND LATER REMOVED AS REQUIRED BY CITY OF MIRAMAR.
2. CORPORATION STOP SHALL BE REMOVED AND SADDLE PLUGGED WITH A BRASS FITTING.
3. SAMPLING POINTS MAY BE PLACED AT THE ENDS OF WATER SERVICES BEFORE THE METERS AND ON BLOW OFFS FOR TERMINAL WATER MAINS, WHERE SERVICES AND BLOW OFFS ARE REQUIRED BY THE PLANS.
4. WHERE COPPER TUBING IS USED A CORPORATION STOP SHALL BE INSTALLED WITH A LENGTH OF COPPER TUBING EXTENDING ABOVE THE GROUND. THE TUBING SHALL BE INSTALLED WITH A 180° BEND AND A VALVE.
5. UPON COMPLETION OF SAMPLING, REMOVE COPPER TUBING AND INSTALL SCREW-IN BRASS PLUG AT CORPORATION STOP.

SAMPLING POINT DETAIL



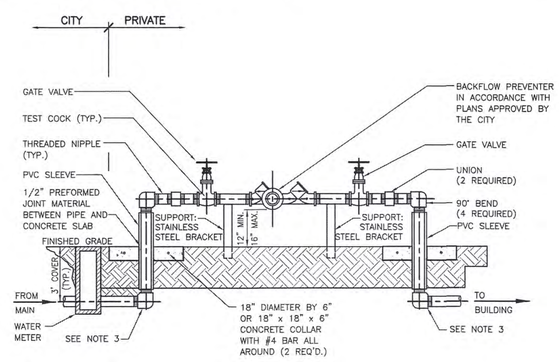
NOTES:

1. REMOVE TEMPORARY CONNECTION AT CORPORATION STOP ON EXISTING MAIN AFTER FILLING AND FLUSHING OF NEW LINE.
2. DO NOT REMOVE TEMPORARY CONNECTION AT CORPORATION STOP ON NEW MAIN UNTIL ALL TESTING HAS BEEN COMPLETED.

NOTE:

1. REMOVE TEMPORARY CONNECTION AT CORPORATION STOPS ON NEW MAIN AFTER FILLING AND FLUSHING HAS BEEN COMPLETED.

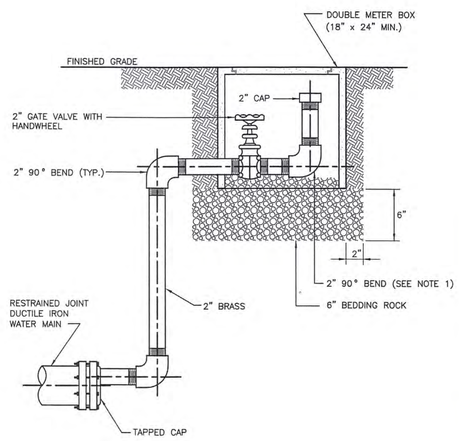
FILL AND FLUSHING CONNECTION DETAIL



NOTES:

1. ALL PIPE AND FITTINGS 2" AND SMALLER SHALL BE THREADED BRASS. ALL 3" PIPE TO BE GALVANIZED STEEL.
2. ALL PIPE FITTINGS 4" AND LARGER SHALL BE CEMENT-LINED DUCTILE IRON WITH FLANGED FITTINGS FOR ABOVEGROUND USE. MECHANICAL JOINT FITTINGS SHALL BE USED UNDERGROUND WITH RESTRAINED JOINTS AND THRUST COLLARS.
3. APPROVED RESTRAINED ALL JOINTS ON UNDERGROUND DUCTILE IRON PIPING 4" AND LARGER.
4. ALL ABOVEGROUND DUCTILE PIPING, FITTINGS AND VALVES SHALL BE PAINTED RUST-OLEUM BLUE OR APPROVED EQUAL.
5. PROVIDE STAINLESS STEEL SUPPORT BRACKET AND PVC SLEEVE AS SHOWN ON DETAIL.

REDUCED PRESSURE BACKFLOW PREVENTER



NOTES:

1. ALL 2" PIPE AND FITTINGS SHALL BE DUCTILE IRON PIPE THREADED (NPT) JOINTS. BEND SHALL BE ROTATED APPROXIMATELY 20° FROM VERTICAL.

BLOW OFF VALVE DETAIL

NO.	DATE	REVISIONS	BY
1	07/29/14	GENERAL	S.S.
2	8/8/15	METER REVISIONS AND NOTES	SS

UTILITIES

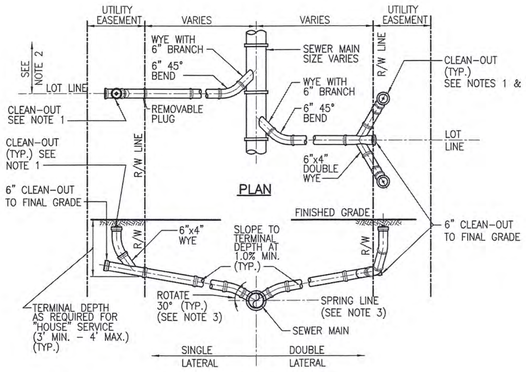
CITY OF MIRAMAR
DEPARTMENT OF
CONSTRUCTION & FACILITIES MANAGEMENT
ENGINEERING STANDARDS

MIRAMAR 1955 BEAUTY AND PROGRESS

SCALE: N.T.S.

SHEET NO. 3 OF 11

C7.3



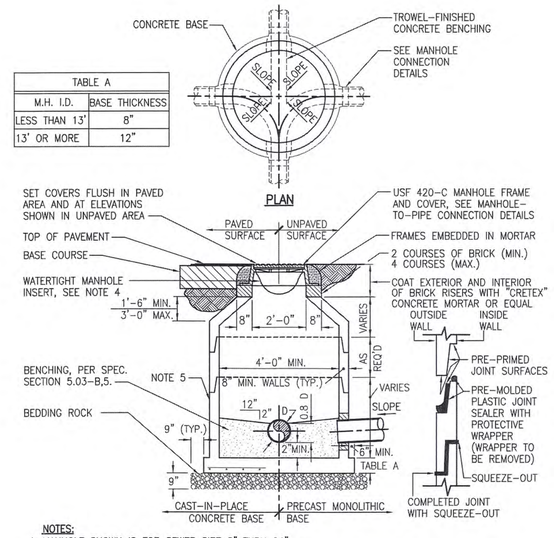
PROFILE

NOTES:

1. CLEAN-OUT SHALL BE INSTALLED BY THE BUILDER IN ACCORDANCE WITH STANDARD PLUMBING CODE.
2. LOCATE SINGLE LATERAL AS CLOSE TO LOT LINE AS POSSIBLE, 25' MAXIMUM.
3. INVERT OF SERVICE LATERAL SHALL NOT ENTER SEWER MAIN BELOW SPRING LINE.
4. SERVICE LATERALS SHALL HAVE A MINIMUM 18" OF COVER BETWEEN R/W TIE-IN AND BUILDING.
5. ROTATE BENDS AS REQUIRED TO ALLIGN SERVICE BRANCH WITH THE SERVICE PIPE.
6. CLEANOUT SHALL BE LOCATED IN A UTILITY EASEMENT. IF UTILITY EASEMENT DOES NOT EXIST, CLEANOUT SHALL BE LOCATED AT THE RIGHT-OF-WAY LINE.

SANITARY SERVICE DETAIL

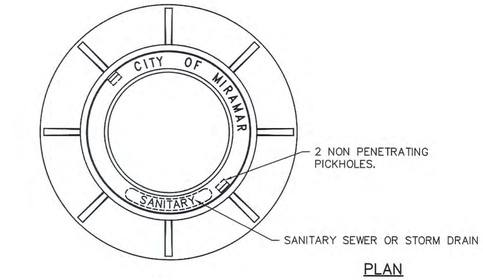
TABLE A	
M.H. I.D.	BASE THICKNESS
LESS THAN 13'	8"
13' OR MORE	12"



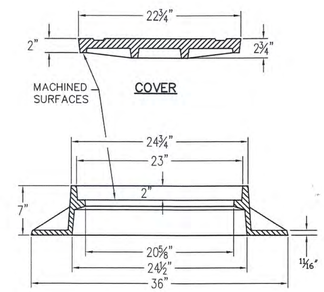
NOTES:

1. MANHOLE SHOWN IS FOR SEWER SIZE 8" THRU 24".
2. DROP CONNECTIONS ARE REQUIRED WHENEVER INVERT OF INFLUENT SEWER IS 24" OR MORE ABOVE THE INVERT OF THE MANHOLE. SEE MANHOLE CONNECTION DETAILS.
3. APPROVED ECCENTRIC CONE DESIGN MAY BE USED AS AN ALTERNATIVE.
4. SEWERGUARD INSERT REQUIRED TO PREVENT INFLOW.
5. INTERIOR AND EXTERIOR COATING: EXTERIOR COATING SHALL BE COOPER BLACK NO. 775 EPOXY TAR COATING. INTERIOR COATING SHALL BE COOPER RED NO. 775 EPOXY TAR COATING WITH A SECOND COAT OF COOPER BLACK NO. 775 WITHIN 48 HOURS OF FIRST COAT.
6. ALL CONCRETE SHALL BE MADE WITH PORTLAND CEMENT TYPE II.

PRECAST MANHOLE DETAIL



PLAN



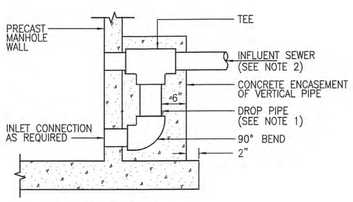
ELEVATION

RING

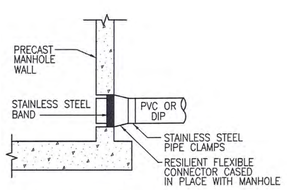
NOTES:

1- MATERIAL: ASTM A48 CLASS 30B GRAY IRON.
2- COVER WT: 160 LBS. APP.
3- RING WT: 240 LBS. APP.

SANITARY/STORM MANHOLE COVER



STANDARD DROP DETAIL



STANDARD PRECAST MANHOLE PIPE CONNECTION

NOTES:

1. DROP PIPE AND FITTINGS SHALL BE OF EQUAL SIZE AND MATERIAL AS THE INFLUENT SEWER.
2. AN OUTSIDE DROP CONNECTION SHALL BE REQUIRED FOR ALL INFLUENT WHICH HAVE AN INVERT 2' OR MORE ABOVE THE MANHOLE INVERT.

MANHOLE-TO-PIPE CONNECTION DETAILS

REQUIREMENTS FOR CCTV INSPECTION DATA

Please note: Prior to submitting TV inspection data to the Department of Utilities/ Construction & Facilities Management Department, the following criteria for the data being submitted must be met.

1. **Code system of the CCTV inspection data submitted must be in NASSCO's PACP (Pipe Assessment and Certification Program) format**
2. **Must be able to export the data in PACP Exchange Access Database with video and image files provided**
3. **Must use exact Manhole IDs as supplied by the City (e.g. MH017-031).**
4. **Pictures of defects are required to be taken and furnished to the city.**
5. **Contractor is to submit a reference binder as the final report containing the following:**
   - **Name of the company**
   - **Profile Report/ Main Section for each section videotaped**
   - **Inspection Report**
   - **Inspection photos**
   - **DVDs with the company logo affixed to the DVDs containing video data in PACP format as mentioned above.**

NO.	DATE	REVISIONS	BY
1	7/30/15	ADDED CCTV NOTES	SZ

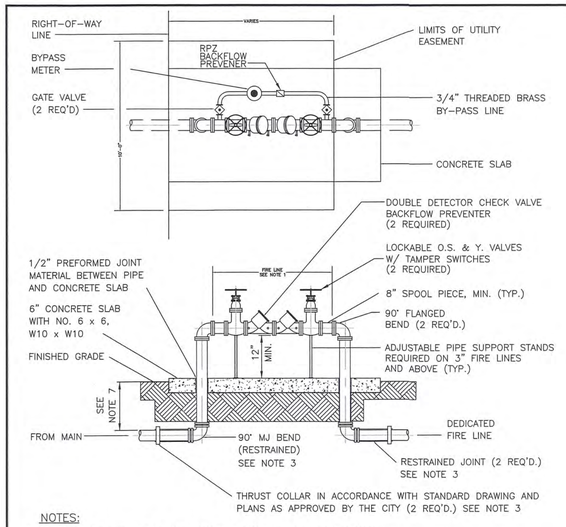
UTILITIES

CITY OF MIRAMAR
DEPARTMENT OF
CONSTRUCTION & FACILITIES MANAGEMENT
ENGINEERING STANDARDS

SCALE: N.T.S.

SHEET NO. 4 OF 11

C7.4



NOTES:

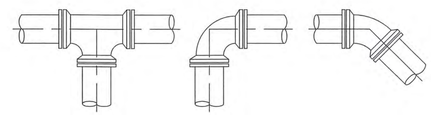
1. ALL PIPE AND FITTINGS 2" AND SMALLER SHALL BE THREADED BRASS.
2. ALL PIPE FITTINGS 4" DIA. AND LARGER SHALL BE CEMENT-LINED DUCTILE IRON WITH FLANGED FITTINGS FOR ABOVEGROUND USE. MECHANICAL JOINT FITTINGS SHALL BE USED UNDERGROUND.
3. MEGALUGS, OR APPROVED EQUAL, CAN BE USED IN PLACE OF RESTRAINED JOINTS ON ALL UNDERGROUND PIPING.
4. PAINT ALL ABOVEGROUND DUCTILE PIPING, FITTINGS AND VALVES.
5. GUARD POSTS ARE REQUIRED WHENEVER BACKFLOW PREVENTOR IS WITHIN 5 FEET OF CURBLINE.
6. BACKFLOW PREVENTOR CONTROL VALVES SHALL BE MONITORED BY AN ELECTRONIC TAMPER SWITCH CONNECTED TO A CENTRAL ALARM SERVICE.
7. DEPTH OF COVER TO TOP OF UNDERGROUND PIPING:
   - 30" MINIMUM (TYP.)
   - 36" MINIMUM UNDER DRIVING SURFACES

Date	Revisions	Appr. by
07/02	Added note 7 by Fire Dept.	M.M.
07/02	Added notes 5 & 6	B.V.

CITY OF MIRAMAR
OFFICE OF OPERATIONAL SERVICES
ENGINEERING SERVICES DEPARTMENT

FIRE LINE-DOUBLE DETECTOR CHECK VALVE ASSEMBLY DETAIL

Issue Date: | Scale: | Sheet#: | Fig.#: 207



TEE & WYE | 90° BEND | 45° & 22 1/2° BEND

RESTRAINED PIPE LENGTH (LINEAL FEET)					
PIPE SIZE	TEE & WYE	90°BEND	45°BEND	22 1/2°BEND	11 1/4°BEND
6"	36	36	21	12	7
8"	45	45	27	15	8
10"	55	55	32	19	9
12"	64	64	37	21	11

NOTE:
THE FIGURES IN THIS TABLE ARE BASED ON 200 PSI TEST PRESSURE WITH 2.5 FEET OF COVER AND 2000 POUNDS PER SQUARE FOOT SOIL BEARING AGAINST UNDISTURBED TRENCH. A 20% SAFETY FACTOR HAS BEEN ADDED.

RESTRAINED JOINT DETAIL
N.T.S.

POTABLE WATER-SANITARY SEWER-REUSE WATER SEPERATION NOTES:

THE FOLLOWING STATEMENTS MUST BE INCLUDED ON ALL PLANS FOR SEWAGE COLLECTION/TRANSMISSION/ SYSTEMS TO MEET REQUIREMENTS OF FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION BROWARD COUNTY DEPT. OF NATURAL RESOURCE PROTECTION.

1. VERTICAL CROSSINGS:
   SANITARY SEWER SYSTEMS AND/OR REUSE WATER MAINS SHALL CROSS UNDER POTABLE WATER MAINS WHENEVER PHYSICALLY POSSIBLE. SANITARY SEWER SYSTEMS AND/OR REUSE WATER MAINS CROSSING BELOW POTABLE WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL SEPARATION OF 18 INCHES BETWEEN THE INVERT OF THE POTABLE WATER MAIN AND THE CROWN OF THE LOWER PIPE.
2. HORIZONTAL SEPARATIONS:
   WHEREVER IT IS POSSIBLE:

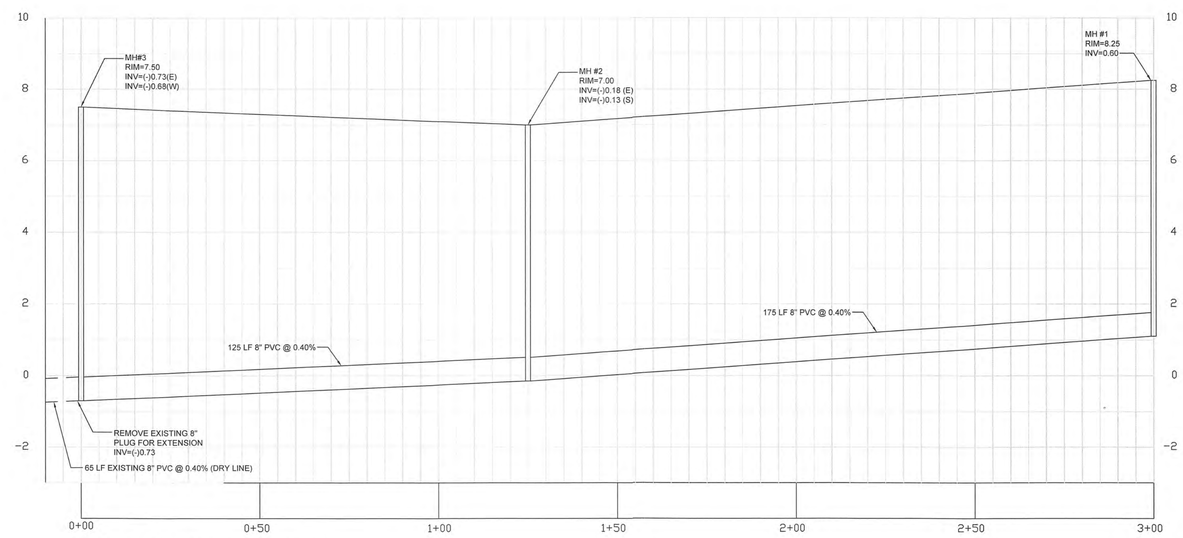
   SANITARY SEWER SYSTEMS REQUIRE A MINIMUM OF A 10 FT. HORIZONTAL SEPERATION DISTANCE BETWEEN ANY POTABLE WATER MAIN PARALLEL INSTALLATIONS.

   REUSE WATER MAINS REQUIRE A MINIMUM OF A 5 FT CENTER TO CENTER (ABSOLUTE MINIMUM OF 3 FT. OUTSIDE TO OUTSIDE OF PIPE) HORIZONTAL SEPARATION DISTANCE BETWEEN ANY POTABLE WATER MAIN AND/OR A SANITARY SEWER SYSTEM PARALLEL INSTALLATIONS.

   WHEREVER EITHER ARE NOT PHYSICALLY POSSIBLE, THEN THE POTABLE WATER MAIN SHALL BE LAID AT THE MAXIMUM PHYSICAL HORIZONTAL SEPARATION DISTANCE POSSIBLE, AND EITHER LAID:

   A. IN A SEPERATE TRENCH

   B. ON AN UNDISTURBED EARTH SHELF
   WITH A MINIMUM VERTICAL SEPERATION DISTANCE OF 18 INCHES PROVIDED BETWEEN THE INVERT OF THE POTABLE WATER MAIN AND THE CROWN OF THE LOWER PIPE, THUS CONFORMING TO THE MINIMUM VERTICAL CROSSINGS IN PARAGRAPH 1.
3. CONFLICTS:
   WHEREVER IT IS NOT POSSIBLE TO MAINTAIN 18" VERTICAL CLEARANCE BETWEEN WATER MAIN AND SEWER MAIN, THEN THE WATER MAIN SHALL BE DUCTILE IRON PIPE (DIP) AND THE SANITARY SEWER PIPE SHALL BE CONSTRUCTED OF PVC SDR-26. ALL DIP SHALL BE CLASS 51 OR HIGHER. ADEQUATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE USED AS DETERMINED BY THE DESIGN AND SITE CONDITIONS. ADDITIONALLY, ALL JOINTS ON THE POTABLE WATER MAIN, WITHIN 20 FT. OF THE CONFLICT, SHALL BE MECHANICALLY RESTRAINED. AN ABSOLUTE MINIMUM VERTICAL SEPARATION DISTANCE OF 12 INCHES SHALL BE PROVIDED BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE.



SEWER PROFILE ON-SITE

SCALE: HORIZONTAL 1"=20'-0"
VERTICAL 1"=2'-0"

FLYNN ENGINEERING SERVICES, P.A.
CIVIL ENGINEERS
241 COMMERCIAL BLVD.
LAUDERDALE BY THE SEA, FL 33308
PHONE: (954) 522-1004
FAX: (954) 522-7630
www.flynnengineering.com
EB# 6578

MIRAMAR
PARK OF COMMERCE

Sheet Title
WATER AND SANITARY SEWER DETAILS

MIRAMAR PARK OF COMMERCE #30
M.P.C.-PHASE III
FOR SUNBEAM DEVELOPMENT
MIRAMAR, FLORIDA

Phase:
PERMITTING DOCUMENTS

DENNIS R. SCHULTZ
LICENSE No. 65160
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Scale: N.T.S.	
Job No. 98-1024.00	Sheet No. C7.5
Date 11/30/15	
Drawn by DRS	Plot Date 12/22/15
Appr. by DRS	12 of 15

I. GENERAL NOTES

A. APPLICABLE CODES

1. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE CITY, COUNTY AND STATE.

2. CONSTRUCTION SAFETY - ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) SHALL BE STRICTLY OBSERVED.

3. THE CONTRACTOR SHALL BE REQUIRED TO COMPLY WITH CHAPTER 90-96 OF THE LAWS OF FLORIDA (THE TRENCH SAFETY ACT) AND OSHA STANDARD 29 C.F.R. SECTION 1926.650 SUBPART P. THE CONTRACTOR SHALL SUBMIT WITH HIS CONTRACT A COMPLETED, SIGNED, AND NOTARIZED COPY OF THE TRENCH SAFETY ACT COMPLIANCE STATEMENT. THE CONTRACTOR SHALL ALSO SUBMIT A SEPARATE COST ITEM IDENTIFYING THE COST OF COMPLIANCE WITH THE APPLICABLE TRENCH SAFETY CODES.

4. NO CONSTRUCTION MAY COMMENCE UNTIL THE APPROPRIATE PERMITS HAVE BEEN OBTAINED FROM ALL LOCAL, STATE AND FEDERAL AGENCIES.

B. PRECONSTRUCTION RESPONSIBILITIES

1. UPON RECEIPT OF NOTICE OF AWARD, THE CONTRACTOR SHALL ARRANGE A PRECONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, ALL AFFECTED UTILITY OWNERS, THE OWNER, THE ENGINEER AND HIMSELF.

2. THE CONTRACTOR SHALL OBTAIN AN SUNSHINE STATE ONE CALL OF FLORIDA CERTIFICATION NUMBER AT LEAST 48 HOURS PRIOR TO PRIOR TO BEGINNING ANY EXCAVATION.

3. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION AND MATERIAL OF ALL EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING UTILITIES FOR WHICH HE FAILS TO REQUEST LOCATIONS FROM THE UTILITY OWNER. HE IS RESPONSIBLE AS WELL FOR DAMAGE TO ANY EXISTING UTILITIES WHICH ARE PROPERLY LOCATED.

5. IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.

C. INSPECTIONS

1. THE OWNER, ENGINEER, AND LOCAL PERMITTING AGENCIES MAY MAKE INSPECTIONS OF THE WORK AT ANY TIME. THE CONTRACTOR SHALL COOPERATE FULLY WITH ALL INSPECTIONS.

D. SHOP DRAWINGS

1. THE CONTRACTOR SHALL SUBMIT (7) SEVEN SETS OF SHOP DRAWINGS FOR APPROVAL TO THE ENGINEER OF RECORD PRIOR TO FABRICATION OR CONSTRUCTION FOR ALL MATERIALS USED ON THE PROJECT. APPROVED SHOP DRAWINGS FROM THE ENGINEER SHALL THEN BE SUBMITTED BY THE CONTRACTOR TO THE COUNTY OR CITY FOR THEIR APPROVAL. NO CONSTRUCTION SHALL COMMENCE UNTIL THE APPROVED SHOP DRAWINGS HAVE BEEN OBTAINED BY THE CONTRACTOR FROM THE ENGINEER, CITY, AND/OR COUNTY.

2. INDIVIDUAL SHOP DRAWINGS FOR ALL PRECAST STRUCTURES ARE REQUIRED. CATALOG LITERATURE WILL NOT BE ACCEPTED FOR PRECAST STRUCTURES.

E. TEMPORARY FACILITIES

1. TEMPORARY UTILITIES - IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES AND ELECTRICITY TO HIS EMPLOYEES AND SUBCONTRACTORS FOR THEIR USE DURING CONSTRUCTION.

2. TRAFFIC REGULATION - MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE MUTCD AND THE FDOT STRANDARD SPECIFICATIONS.

3. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC. NO HOLES SHALL BE LEFT OPEN OVERNIGHT.

F. PROJECT SITE

1. DURING CONSTRUCTION THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER. UPON FINAL CLEAN UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE SWEPT BROOM CLEAN.

2. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED BY THE ENGINEER ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY HIS WORK, EQUIPMENT, EMPLOYEES OR THOSE OF HIS SUBCONTRACTORS TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS. TO THIS END, THE CONTRACTOR SHALL DO AS REQUIRED ALL NECESSARY HIGHWAY OR DRIVEWAY, WALK, AND LANDSCAPING WORK. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR SUCH RESTORATION.

3. WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO OR BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.

G. PROJECT RECORD DOCUMENTS

1. THE CONTRACTOR SHALL MAINTAIN ACCURATE AND COMPLETE RECORDS OF WORK ITEMS COMPLETED. INFORMATION RELATIVE TO MANHOLES, VALVES, SERVICES, FITTINGS, LENGTH OF PIPE, INVERT ELEVATIONS, FINISHED GRADE ELEVATIONS AND THE LIKE, SHALL BE ACCURATELY RECORDED BY THE CONTRACTOR. TOP ELEVVATIONS @ 100' D.C.

2. PRIOR TO THE PLACEMENT OF ANY ASPHALT OR CONCRETE PAVEMENT, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD "AS-BUILT" PLANS SHOWING LIMEROCK BASE GRADES, ALL DRAINAGE, WATER, AND SEWER IMPROVEMENTS. PAVING OPERATIONS SHALL NOT COMMENCE UNTIL THE ENGINEER HAS REVIEWED THE "AS-BUILTS" AND THE ENGINEER HAS APPROVED PAVING TO COMMENCE.

3. ALL REQUIRED DENSITY AND LBR TEST RESULTS FOR SUBGRADE SHALL BE PROVIDED TO THE ENGINEER PRIOR TO PLACING LIMEROCK BASE MATERIAL.

4. ALL REQUIRED DENSITY AND LBR TEST RESULTS FOR LIMEROCK SHALL BE PROVIDED TO THE ENGINEER PRIOR TO PLACING ASPHALT.

5. ALL "AS-BUILT" INFORMATION SUBMITTED TO THE ENGINEER SHALL BE SUFFICIENTLY ACCURATE, CLEAR AND LEGIBLE TO SATISFY THE ENGINEER AND ANY APPLICABLE REVIEWING AGENCY THAT THE INFORMATION PROVIDES A TRUE REPRESENTATION OF THE IMPROVEMENTS CONSTRUCTED.

6. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD FIVE COMPLETE SETS OF "AS-BUILT" CONSTRUCTION DRAWINGS (PRINTS) AND ONE MYLAR ORIGINAL. THESE DRAWINGS SHALL BE MARKED TO SHOW "AS-BUILT" CONSTRUCTION CHANGES AND DIMENSIONED LOCATIONS AND ELEVATIONS OF ALL IMPROVEMENTS AND SHALL BE SIGNED BY THE CONTRACTOR. AS-BUILTS SHALL FOLLOW THE CITY OF MIRAMAR AUTOCAD STANDARDS LAYERING FORMAT.

7. ALL "AS-BUILT" INFORMATION ON ELEVATIONS OF PAVING, DRAINAGE, WATER, AND SEWER SHALL BE CERTIFIED BY A REGISTERED LAND SURVEYOR.

H. EARTHWORK

1. NONE OF THE EXISTING MATERIAL IS TO BE INCORPORATED IN THE LIMEROCK BASE.

2. ALL SUBGRADE UNDER PAVED AREAS SHALL HAVE A MINIMUM LBR VALUE OF 40 AND SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.

3. ALL FILL MATERIAL IN AREAS NOT TO BE PAVED SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.

4. ALL ORGANIC AND OTHER UNSUITABLE MATERIAL WITHIN WORK LIMITS AND SWALE AREAS SHALL BE REMOVED.

5. THE FULL DEPTH OF ALL EXISTING ORGANIC AND DELETERIOUS MATERIAL WITHIN THE RIGHT-OF-WAY AND UTILITY/DRAINAGE EASEMENTS SHALL BE REMOVED. NO MATERIAL OF FDOT CLASS A-5, A-7, OR A-8 SHALL BE ALLOWED.

6. LABORATORY PROCTOR COMPACTION TESTS (T-180) SHALL BE PERFORMED ON ALL MATERIAL, SUBGRADE, AND BASE AND ANY SUBSEQUENT CHANGES IN MATERIALS. LIMEROCK BEARING RATIOS, SIEVE ANALYSIS AND DENSITIES REQUIRED BY THE CONTRACT DOCUMENTS SHALL BE SUBMITTED TO THE CITY.

I. PAVING

1. TESTING - REQUIRED, ASPHALT AND LIMEROCK TESTS SHALL BE TAKEN AT THE DIRECTION OF THE ENGINEER OR THE LOCAL GOVERNMENT AGENCY.

J. GENERAL UTILITY NOTES

1. THE LOCATION AND SIZE OF ALL EXISTING UTILITIES AND TOPOGRAPHY HAS BEEN PREPARED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. THIS INFORMATION IS NOT GUARANTEED AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATION (VERTICAL & HORIZONTAL) OF ANY EXISTING UTILITIES AND TOPOGRAPHY PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL VERIFY ALL UTILITIES, BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. ANY AND ALL CONFLICTS OR DISCREPANCIES OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS OF CONSTRUCTION DRAWINGS SHALL BE RESOLVED BY THE ENGINEER PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF EXISTING UTILITIES SHOWN OR FOR ANY EXISTING UTILITIES NOT SHOWN.

2. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE FOLLOWING UTILITY COMPANIES IF APPLICABLE.
   FLORIDA POWER AND LIGHT COMPANYSOUTHERN BELL-
   LOCAL GAS COMPANY-
   LOCAL WATER AND SEWER UTILITY COMPANY(S)-
   LOCAL CABLE TELEVISION COMPANY(S)-
   LOCAL CITY ENGINEERING DEPARTMENT-
   FLORIDA DEPARTMENT OF TRANSPORTATION-
   SUNSHINE STATE ONE CALL OF FLORIDA-
   (1-800-432-4770)
   FOR STREET EXCAVATION OR CLOSING-
   TRAFFIC SARGEANT-
   FIRE DEPARTMENT-

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RESTORATION OF EXISTING PAVEMENT, PIPES, CONDUITS, CABLES, ETC., AND LANDSCAPED AREAS DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATIONS AND THOSE OF HIS SUBCONTRACTORS, AND SHALL RESTORE THEM PROMPTLY. THIS REPAIR SHALL BE DONE AT NO EXPENSE TO THE OWNER OF THE DAMAGED UTILITY OR PROPERTY.

4. COORDINATE CONSTRUCTION SCHEDULING FOR CONNECTION TO THE EXISTING WATER AND SEWER LINES WITH THE CITY UTILITY DEPARTMENT.

5. ALL PAVEMENT RESTORATION TO BE MADE IN ACCORDANCE WITH THE CITY, COUNTY OR STATE OF FLORIDA D.O.T. STANDARD SPECIFICATIONS, WHERE APPLICABLE.

6. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL SUPPLY THE ENGINEER OF RECORD WITH THE CERTIFICATION THAT ALL CONSTRUCTION AND MATERIALS MEET OR EXCEEDS THE DESIGN AND HAS BEEN INSTALLED PER THE DRAWINGS AND/OR AS-BUILT DRAWINGS.

7. THE CONTRACTOR SHALL COORDINATE THE WORK WITH OTHER CONTRACTORS IN THE AREA AND ANY OTHER UNDERGROUND CONDUIT REQUIRED FOR TELEPHONE, SOUTHERN BELL, IRRIGATION SYSTEM, ETC., PRIOR TO BEGINNING SUBGRADE. THE CONTRACTOR SHALL COORDINATE RELOCATION OF ALL EXISTING UTILITIES WITH APPLICABLE UTILITY COMPANIES.

8. NO TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN OVERNIGHT WITHOUT WRITTEN PERMISSION OF THE CITY OR OWNER.

9. THE CONTRACTOR MUST NOTIFY FLYNN ENGINEERING SERVICES, P.A. PRIOR TO STARTING EACH PHASE OF ANY UNDERGROUND UTILITY WORK OR PAVING AND GRADING OPERATIONS SO THAT THE PROPER INSPECTIONS MAY BE SCHEDULED.

K. SURVEY INFORMATION

1. SURVEY DATA - ALL ELEVATIONS ON THE PLANS OR REFERENCED IN THE SPECIFICATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929 NGVD).

2. SURVEY INFORMATION BASED ON SURVEY BY SCHWEBKE SHISKIN & ASSOC. INC.

3. ALL EXISTING CONTROL POINTS AND/OR REFERNCE MARKERS SHALL BE RAISED TO FINAL GRADE. THESE POINTS AND REFERNCE MARKERS SHALL BE LOCATED AND NOTED ON THE PLANS.

II. CONSTRUCTION SPECIFICATIONS

A. GENERAL

1. IT IS THE INTENT OF THESE SPECIFICATIONS TO DESCRIBE THE MINIMUM ACCEPTABLE TECHNICAL REQUIREMENTS FOR THE MATERIALS AND WORKMANSHIP FOR CONSTRUCTION OF SITE IMPROVEMENTS FOR THIS PROJECT. SUCH IMPROVEMENTS SHALL GENERALLY INCLUDE, BUT NOT TO BE LIMITED TO, CLEARING, GRADING, PAVING, REMOVAL OF EXISTING PAVEMENT, AND STORM DRAINAGE.

2. IT IS THE INTENT THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION 'STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION' DATED 1991 TOGETHER WITH 'SUPPLEMENTAL SPECIFICATIONS TO THE 1991 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION' DATED 1991 BE USED WHERE APPLICABLE FOR THE VARIOUS WORK, AND THAT WHERE SUCH WORDING THEREIN REFERS TO THE STATE OF FLORIDA AND ITS DEPARTMENT OF TRANSPORTATION AND PERSONNEL, SUCH WORDING IS INTENDED TO BE REPLACED WITH THE WORDING WHICH WOULD PROVIDE PROPER TERMINOLOGY, THEREBY MAKING SUCH 'STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION' AS THE 'STANDARD SPECIFICATIONS' FOR THIS PROJECT. IF WITHIN A PARTICULAR SECTION, ANOTHER SECTION, ARTICLE OR PARAGRAPH IS REFERRED TO, IT SHALL BE PART OF THE STANDARD SPECIFICATIONS ALSO. THE CONTRACTOR SHALL ABIDE BY ALL LOCAL AND STATE LAWS, REGULATIONS AND BUILDING CODES WHICH HAVE JURISDICTION IN THE AREA.

3. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS AND EQUIPMENT AND PERFORM ALL OPERATIONS REQUIRED FOR COMPLETE THE CONSTRUCTION OF A PAVING, DRAINAGE, WATER AND SEWER SYSTEM AS SHOWN ON THE PLANS, SPECIFIED HEREIN, OR BOTH. IT IS THE INTENT TO PROVIDE A COMPLETE AND OPERATING FACILITY IN ACCORDANCE WITH THESE SPECIFICATIONS AND THE CONSTRUCTION DRAWINGS. THE MATERIAL AND EQUIPMENT SHOWN OR SPECIFIED SHALL NOT BE TAKEN TO EXCLUDE ANY OTHER INCIDENTALS NECESSARY TO COMPLETE THE WORK.

4. ALL LABOR, MATERIALS, AND METHODS OF CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE PLANS AND CONSTRUCTION SPECIFICATIONS AND THE MINIMUM ENGINEERING AND CONSTRUCTION STANDARDS ADOPTED BY THE UNIT OF GOVERNMENT WHICH HAS JURISDICTION AND RESPONSIBILITY FOR THE CONSTRUCTION. WHERE CONFLICTS OR OMISSIONS EXIST, THE JURISDICTIONAL GOVERNMENT ENGINEERING DEPARTMENT'S STANDARDS SHALL GOVERN. SUBSTITUTIONS AND DEVIATIONS FROM PLANS AND SPECIFICATIONS SHALL BE PERMITTED ONLY WHEN WRITTEN APPROVAL HAS BEEN ISSUED BY THE ENGINEER.

5. GUARANTEE - ALL MATERIALS AND EQUIPMENT TO BE FURNISHED AND/OR INSTALLED BY THE CONTRACTOR UNDER THIS CONTRACT, SHALL BE GUARANTEED FOR A PERIOD OF (1) ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE THEREOF, AGAINST DEFECTIVE MATERIALS, DESIGN AND WORKMANSHIP. UPON RECEIPT OF NOTICE FROM THE OWNER OF FAILURE OF ANY PART OF THE GUARANTEED EQUIPMENT OR MATERIALS, DURING THE GUARANTEE PERIOD, THE AFFECTED PART OR MATERIALS SHALL BE REPLACED PROMPTLY WITH NEW PARTS OR MATERIALS BY THE CONTRACTOR, AT NO EXPENSE TO THE OWNER. IN THE EVENT THE CONTRACTOR FAILS TO MAKE NECESSARY REPLACEMENT OR REPAIRS WITHIN (7) SEVEN DAYS AFTER NOTIFICATION BY THE OWNER, THE OWNER MAY ACCOMPLISH THE WORK AT THE EXPENSE OF THE CONTRACTOR.

B. EARTHWORK

1. ALL AREAS WITHIN THE LIMITS OF WORK SHALL BE CLEARED AND GRUBBED PRIOR TO CONSTRUCTION. THIS SHALL CONSIST OF THE COMPLETE REMOVAL AND DISPOSAL OF ALL TREES, BRUSH, STUMPS, ROOTS, GRASS, WEEDS, RUBBISH AND ALL OTHER OBSTRUCTIONS RESTING ON OR PROTRUDING THROUGH THE SURFACE OF THE EXISTING GROUND TO A DEPTH OF 1'. ITEMS DESIGNATED TO REMAIN OR TO BE RELOCATED OR TO BE ADJUSTED SHALL BE SO DESIGNATED ON THE DRAWINGS. ALL WORK SHALL BE IN ACCORDANCE WITH SECTION 110 OF THE STANDARD SPECIFICATIONS.

2. FILL MATERIAL SHALL BE CLASSIFIED AS A-1, A-3, OR A-2-4 IN ACCORDANCE WITH AASHTO M-145 AND SHALL BE FREE FROM VEGETATION AND ORGANIC MATERIAL NOT MORE THAN 10% BY WEIGHT OF FILL MATERIAL SHALL PASS THE NO. 200 SIEVE.

3. ALL MATERIAL OF CONSTRUCTION SHALL BE SUBJECT TO INSPECTION AND TESTING TO ESTABLISH CONFORMANCE WITH THE SPECIFICATIONS AND SUITABLY FOR THE USES INTENDED. THE CONTRACTOR SHALL NOTIFY THE CITY AT LEAST 48 HOURS PRIOR TO THE TIME HE WILL BE READY FOR AN INSPECTION OR TEST. THE CONTRACTOR SHALL FOLLOW CITY AND COUNTY INSPECTION PROCEDURES. THE CONTRACTOR SHALL NOT PROCEED WITH ANY PHASE OF WORK DEPENDENT ON AN INSPECTION OR TEST OF AN EARLIER PHASE OF WORK UNTIL THE TEST OR INSPECTION PASSING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CERTIFIED MATERIAL TEST RESULTS TO THE ENGINEER OF RECORD PRIOR TO THE RELEASE OF FINAL CERTIFICATION BY THE ENGINEER. TEST RESULTS MUST INCLUDE, BUT MAY NOT BE LIMITED TO, DENSITIES FOR SUBGRADE AND LIMEROCK, UTILITIES, EXCAVATION, ASPHALT GRADATION REPORTS, CONCRETE CYLINDERS, ETC.

4. WHEN ENCOUNTERED, MUCK SHALL BE COMPLETELY REMOVED FROM THE CENTER LINE (10) TEN FEET BEYOND THE EDGE OF PAVEMENT EACH SIDE. ALL SUCH MATERIAL SHALL BE REPLACED BY APPROVED GRANULAR FILL, COMPACTED TO 98% OF MAXIMUM DENSITY (AASHTO T-180).

5. WHEN ENCOUNTERED WITHIN DRAINAGE SVALES, HARDPAN OR MUCK SHALL BE REMOVED FOR THE ENTIRE WIDTH OF THE SWALE AND REPLACED APPROVED GRANULAR MATERIALS. SEE NOTE 2 ABOVE.

6. ALL UNDERGROUND UTILITIES AND DRAINAGE INSTALLATIONS SHALL BE IN PLACE PRIOR TO SUBGRADE COMPACTION AND PAVEMENT CONSTRUCTION.

7. GROUND ADJACENT TO ROADWAY/PAVEMENT HAVING RUNOFF SHALL BE GRADED (2) TWO INCHES LOWER THAN THE EDGE OF PAVEMENT TO ALLOW FOR THE PLACEMENT OF SOD.

8. SITE GRADING ELEVATIONS SHALL BE WITHIN 0.1' OF THE REQUIRED ELEVATION AND ALL AREAS SHALL BE GRADED TO DRAIN WITHOUT PONDING.

9. THE CONTRACTOR SHALL PERFORM ALL EXCAVATION, FILL, EMBANKMENT AND GRADING TO ACHIEVE THE PROPOSED PLAN GRADES INCLUDING TYPICAL ROAD SECTIONS, SIDE SLOPES AND CANAL SECTIONS. ALL WORK SHALL BE IN ACCORDANCE WITH SECTION 120 OF THE STANDARD SPECIFICATIONS. IF FILL MATERIAL IS REQUIRED IN EXCESS OF THAT GENERATED BY THE EXCAVATION, THE CONTRACTOR SHALL SUPPLY THIS MATERIAL AS REQUIRED FROM OFF-SITE.

10. THE FULL DEPTH OF ALL EXISTING ORGANIC AND DELETERIOUS MATERIAL WITHIN THE RIGHT-OF-WAY AND UTILITY/DRAINAGE EASEMENTS SHALL BE REMOVED. NO MATERIAL OF FDOT CLASS A-5, A-7, OR A-8 SHALL BE ALLOWED.

C. DRAINAGE

1. INLETS - ALL INLETS SHALL BE THE TYPE DESIGNATED ON THE PLANS, AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FLORIDA D.O.T. SPECIFICATIONS, 1991, SECTION 425. ALL INLETS AND PIPE SHALL BE PROTECTED DURING CONSTRUCTION TO PREVENT SILTATION IN THE DRAINAGE SYSTEMS BY WAY OF TEMPORARY PLUGS AND PLYWOOD OR PLASTIC COVERS OVER THE INLETS. THE ENTIRE DRAINAGE SYSTEM SHALL BE CLEANED OF ALL DEBRIS PRIOR TO FINAL ACCEPTANCE.

2. PIPE SPECIFICATIONS - THE SPECIAL TYPE IS SHOWN ON THE DRAWINGS BY ONE OF THE FOLLOWING DESIGNATIONS:
   RCP = REINFORCED CONCRETE PIPE, ASTM DESIGNATION C-76, TABLE III, F.D.O.T., SECTION 941.
   CMP = CORRUGATED METAL (ALUMINUM) PIPE, ASTM DESIGNATION M-196.
   ECP = ELLIPTICAL CONCRETE PIPE,
   SCP = SLOTTED CONCRETE PIPE, F.D.O.T. SECTIONS 941 AND 942.
   PVC = POLYVINYL CHLORIDE PIPE.
   PCMP = PERFORATED CMP, F.D.O.T. SECTION 945

3. PIPE BACKFILL - REQUIREMENTS FOR PIPE BACKFILL CROSSING ROADS OR PARKING AREAS SHALL BE AS DEFINED IN THE FLORIDA D.O.T. SPECIFICATIONS, 1991, SECTION 125-8. PIPELINE BACKFILL SHALL BE PLACED IN 6 INCH LIFTS AND COMPACTED TO 98% OF THE STANDARD PROCTOR (AASHTO T--180 SPECIFICATIONS).

4. LOCATION OF DRAINAGE STRUCTURES SHALL GOVERN, AND PIPE LENGTH MAY HAVE TO BE ADJUSTED TO ACCOMPLISH CONSTRUCTION AS SHOWN ON THESE PLANS.

5. PLASTIC FILTER FABRIC SHALL BE MIRAFI, TYPAR OR EQUAL CONFORMING TO SECTION 985 OF THE F.D.O.T. STANDARD SPECIFICATIONS.

6. ALL DRAINAGE LINES SHALL BE LAMPED PRIOR TO FINAL ACCEPTANCE.

7. DRAINAGE STRUCTURES TO BE CLEANED PRIOR TO CITY ACCEPTANCE IF LOCATED WITHIN PUBLIC RIGHTS-OF-WAY.

D. PAVING

1. WHERE NEW ASPHALT MEETS EXISTING ASPHALT, THE EXISTING ASPHALT SHALL BE SAWCUT TO PROVIDE A STRAIGHT EVEN LINE. PRIOR TO REMOVING CURB OR GUTTER, THE ADJACENT ASPHALT SHALL BE SAWCUT TO PROVIDE A STRAIGHT EVEN LINE.

2. INTERNAL ASPHALT PAVING CONSTRUCTED ON EXISTING SANDY SOILS SHALL BE CONSTRUCTED WITH A 12" SUBGRADE, COMPACTED TO A MINIMUM DENSITY OF 98% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180. THE COMPACTED SUBGRADE SHALL BE CONSTRUCTED IN THE LIMITS SHOWN ON THE PLANS. ALL SUBGRADE SHALL HAVE AN LBR OF 40 UNLESS OTHERWISE NOTED.

3. ASPHALTIC CONCRETE SURFACE COURSE SHALL BE CONSTRUCTED TO THE LIMITS SHOWN ON THE PLANS. THE SURFACE COURSE SHALL CONSIST OF THE THICKNESS AND TYPE ASPHALTIC CONCRETE AS SPECIFIED IN THE PLANS. ALL ASPHALTIC CONCRETE SHALL BE IN ACCORDANCE WITH SECTIONS 320, 330, 331, 332, 333, 335, 337 AND 339 OF THE STANDARD SPECIFICATIONS.

4. LIMEROCK BASE SHALL BE PREPARED, COMPACTED AND GRADED AND SHALL BE IN ACCORDANCE WITH SECTION 200 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION 'STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 1991 EDITION". ALL LIMEROCK SHALL BE COMPACTED TO 98% PER AASHTO T-180 (LBR=100) AND HAVE NOT LESS THAN 60% OF CARBONATES OF CALCIUM AND MAGNESIUM UNLESS OTHERWISE DESIGNATED. ALL LIMEROCK SHALL BE PRIMED. THE ENGINEER SHALL INSPECT THE COMPLETED BASE COURSE AND THE CONTRACTOR SHALL CORRECT ANY DEFICIENCIES AND CLEAN THE BASE COURSE PRIOR TO THE PLACEMENT OF THE PRIME COAT. A TACK COAT WILL ALSO BE REQUIRED IF THE ENGINEER FINDS THAT THE PRIMED BASE HAS BECOME EXCESSIVELY DIRTY OR THE PRIME COAT HAS CURED TO THE EXTENT OF LOSING BOUNDING EFFECT PRIOR TO PLACEMENT OF THE ASPHALTIC CONCRETE SURFACE COURSE. THE PRIME AND TACK COATS SHALL BE IN ACCORDANCE WITH SECTION 300 OF THE STANDARD SPECIFICATIONS.

5. LIMEROCK BASE MATERIAL SHALL BE PLACED IN MAXIMUM 6" LIFTS. BASES GREATER THAN 6" SHALL BE PLACED IN TWO EQUAL LIFTS.

6. ASPHALT EDGES THAT ARE NOT CURBED SHALL BE SAWCUT TO PROVIDE A STRAIGHT EVEN LINE TO THE DIMENSIONS SHOWN ON THE HORIZONTAL CONTROL PLAN.

7. MINIMUM LONGITUDINAL SLOPE OF PAVEMENT SHALL BE 0.3%.

8. PRIME COAT SHALL BE APPLIED AT A RATE OF 0.25 GALLONS PER SQUARE YARD. PRIME AND TACK COAT FOR BASE SHALL CONFORM TO THE REQUIREMENTS AND SPECIFICATIONS OF SECTIONS 300-1 THROUGH 300-7 OF FDOT STANDARDS SPECIFICATIONS.

9. ALL REPAIRS TO EXISTING PAVEMENT SHALL RECEIVE SAW-CUT EDGES TO RELAYING ASPHALT. UTILITY PIPING OR WIRING LESS THAN FOUR (4) INCHES IN DIAMETER REQUIRES A SCHEDULE 40 PVC CASING PIPE WITH SAND BACKFILLS UNDER PAVED AREAS.

E. CONSTRUCTION

1. CONCRETE SIDEWALK SHALL BE 4" THICK ON COMPACTED SUBGRADE, WITH 1/2" EXPANSION JOINTS PLACED AT A MAXIMUM OF 75'. CRACK CONTROL JOINTS SHALL BE 5' ON CENTER. THE BACK OF SIDEWALK ELEVATION SHALL BE 3" HIGHER THAN THE EDGE OF PAVEMENT, UNLESS OTHERWISE SPECIFIED BY LOCAL CODES, OR SHOWN ON THE DRAWINGS. ALL CONCRETE SIDEWALKS THAT CROSS DRIVEWAYS SHALL BE 6" THICK AND HAVE A MINIMUM OF 3000 P.S.I. CONCRETE.

2. CONCRETE CURB SHALL BE CONSTRUCTED TO THE LIMITS SHOWN ON THE PLANS. THE CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 P.S.I. AT 28 DAYS AND SHALL BE IN ACCORDANCE WITH SECTION 345 OF THE STANDARD SPECIFICATIONS.

F. SIGNAGE AND PAVEMENT MARKINGS

1. THE ROADS AND PARKING AREAS SHALL BE STRIPED IN ACCORDANCE WITH THE PLANS. NO STRIPE SHALL BE LESS THAN THE SPECIFIED WIDTH NOR SHALL IT EXCEED THE SPECIFIED WIDTH BY MORE THAN 1/2 INCH. STRIPING SHALL BE IN ACCORDANCE WITH SECTIONS 710 AND 971 OF THE STANDARD SPECIFICATIONS. ALL STRIPPING WITHIN THE PUBLIC RIGHT-OF-WAY AND AT DRIVEWAY ACCESS POINTS SHALL BE THERMOPLASTIC IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.

2. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL AND MAINTAIN ADEQUATE TRAFFIC CONTROL DEVICES, WARNING DEVICES AND BARRIERS FOR THE PURPOSE OF PROTECTING THE TRAVELING PUBLIC, HIS WORKMEN AND THE WORK AREA IN GENERAL. SUCH TRAFFIC CONTROL SHALL BE MAINTAINED FOR THE DURATION OF THE PROJECT PERIOD, INCLUDING ANY TEMPORARY SUSPENSIONS OF THE WORK. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH SECTION 102 OF THE STANDARD SPECIFICATIONS AND THE STATE OF FLORIDA, MANUAL OF TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS.

3. ALL PAVEMENT MARKINGS ON-SITE SHALL BE THERMOPLASTIC UNLESS OTHERWISE NOTED.

4. ALL SIGNING AND MARKINGS SHALL CONFORM TO MUTCD AND BROWARD COUNTY TRAFFIC ENGINEERING STANDARDS (LATEST EDITION).

G. SEWER SYSTEM NOTES

1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LOCAL UTILITY DEPARTMENT MINIMUM STANDARDS AND APPLICABLE CODES.

2. THE CONTRACTOR SHALL FIELD VERIFY THE VERTICAL AND HORIZONTAL LOCATION OF EXISTING SEWER LINES, MANHOLES, AND STUBOUTS PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF THE FIELD INFORMATION DIFFERS FROM THAT SHOWN ON THE PLANS.

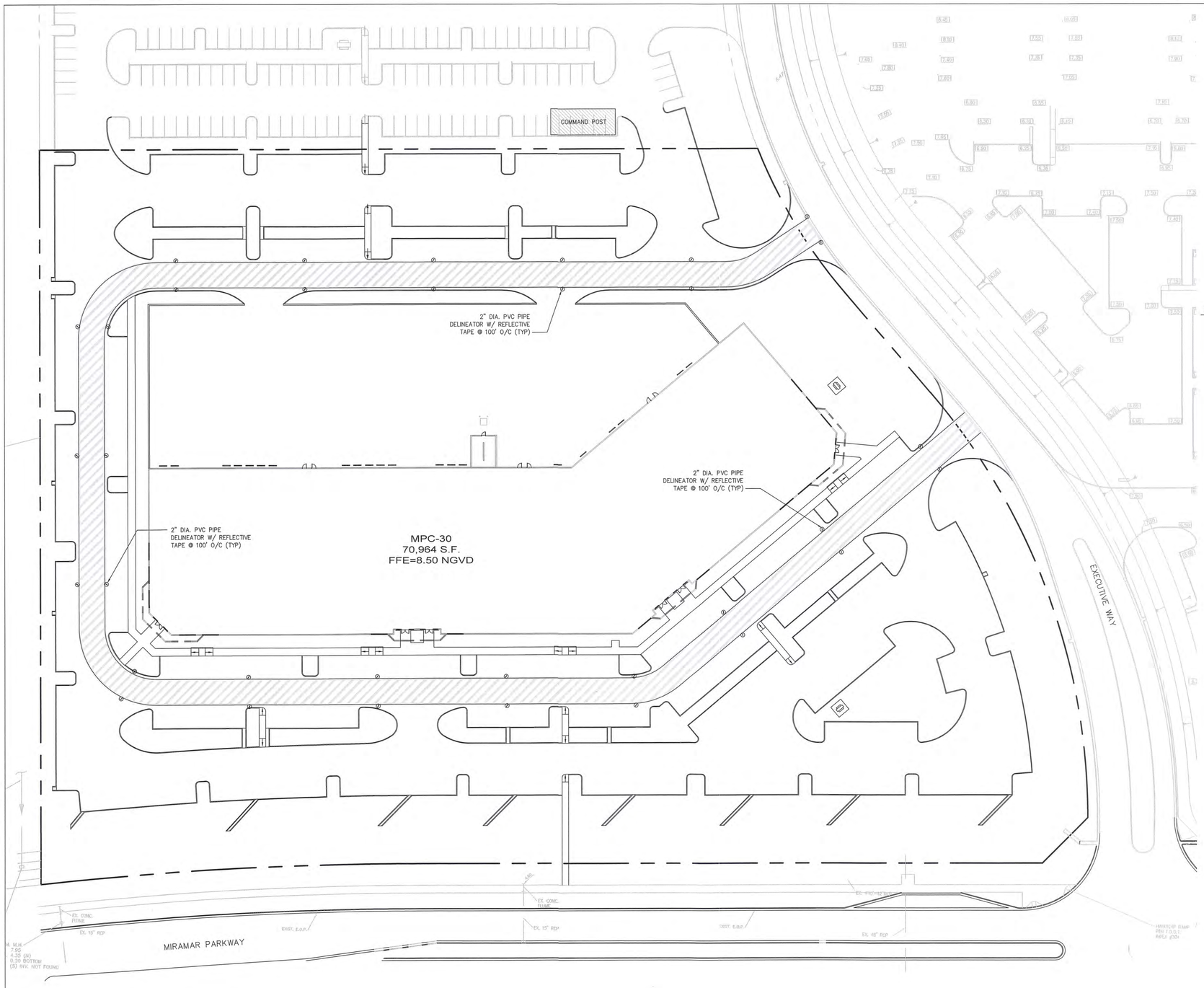
3. ALL GRAVITY SEWER PIPE 6" & LARGER SHALL BE POLYVINYL CHLORIDE (PVC) ASTM 3034, SDR 35 UNLESS OTHERWISE NOTED.

4. MINIMUM SLOPE SHALL BE 0.4% FOR 8" SEWER MAIN PIPE AND 1% FOR 6" SEWER SERVICE LATERALS.

5. PVC LINES ENTERING OR LEAVING MANHOLES SHALL HAVE A NEOPRENE BOOT WITH STAINLESS STEEL ACCESSORIES.

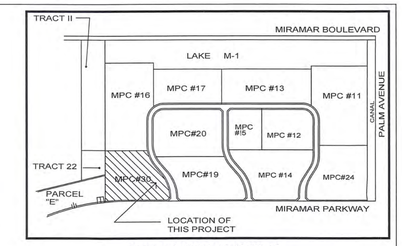
6. CONNECTIONS TO EXISTING MAINS SHALL BE MADE UNDER THE DIRECTION OF THE CITY UTILITY DEPARTMENT.

7. CLEANOUTS SHALL BE INSTALLED AT ALL SEWER SERVICES EXCEEDING 75' IN LENGTH (EVERY 75') WITH A CLEANOUT AT THE PROP



NOTE:
SIGN MUST BE POSTED AND THE BOTTOM OF THE SIGN MUST BE AT LEAST 7'-0" ABOVE FINISHED GRADE

NO PARKING/ TOW ZONE SIGN
N.T.S.



SECTION-21 / TOWNSHIP-51S / RANGE-41E
LOCATION SKETCH
(NOT TO SCALE)

LEGEND:

- WATER MAIN
- VALVE
- FIRE HYDRANT
- PROPOSED PLUG
- SIAMESE FIRE DEPARTMENT CONNECTION
- TEE
- WATER METER
- DOUBLE DETECTOR CHECK VALVE
- REDUCED PRESSURE BACKFLOW PREVENTOR
- FIRE LANE DELINEATOR

FIRE PROTECTION PLAN-DURING CONSTRUCTION

1. WHERE UNDERGROUND WATER MAINS AND HYDRANTS ARE TO BE PROVIDED, THEY SHALL BE INSTALLED, COMPLETED & IN SERVICE PRIOR TO CONSTRUCTION.

2. EVERY BUILDING SHALL BE ACCESSIBLE TO FIRE DEPARTMENT APPARATUS BY WAY OF ACCESS ROADWAYS WITH AN ALL-WEATHER DRIVING SURFACE OF NOT LESS THAN 20ft (6m) OF UNOBSTRUCTED WIDTH, TO WITHSTAND THE LIVE LOADS OF FIRE APPARATUS AND HAVING A MINIMUM OF 13'-6" IN(4m) OF VERTICAL CLEARANCE (NFPA 241 5-4.3)

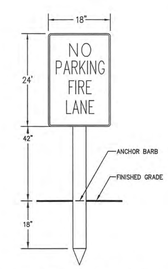
3. THE REQUIRED WIDTH OF ACCESS ROADWAYS SHALL NOT BE OBSTRUCTED IN ANY MANNER, INCLUDING PARKING OF VEHICLES. "NO PARKING" SIGNS OR OTHER APPROPRIATE NOTICE, OR BOTH, PROHIBITING OBSTRUCTION SHALL BE PERMITTED TO BE REQUIRED AND SHALL BE MAINTAINED (NFPA 241 5-4.4).

4. A SUITABLE LOCATION AT THE SITE SHALL BE DESIGNATED AS A COMMAND POST AND PROVIDED W/ PLANS, EMERGENCY INFORMATION, KEYS, COMMUNICATION, AND EQUIPMENT AS NEEDED. THE PERSON IN CHARGE OF FIRE PROTECTION SHALL RESPOND TO THE LOCATION COMMAND POST WHENEVER FIRE OCCURS (NFPA 241 5-4.1).

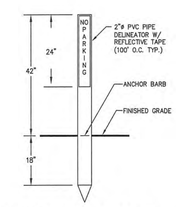
5. THERE SHALL BE READILY AVAILABLE PUBLIC FIRE ALARM BOX NEAR THE PREMISES, TELEPHONE SERVICE TO THE RESPONDING FIRE DEPARTMENT, OR EQUIVALENT FACILITIES. INSTRUCTIONS SHALL BE ISSUED TO NOTIFY THE FIRE DEPARTMENT IMMEDIATELY IN CASE OF FIRE. WHEN TELEPHONE SERVICE IS EMPLOYED, THE LOCAL FIRE DEPARTMENT NUMBER AND SITE ADDRESS SHALL BE CONSPICUOUSLY POSTED NEAR EACH TELEPHONE (NFPA 241 5-3).

6. CONTRACTOR WILL BE RESPONSIBLE FOR VISIBLY INDICATING THAT HYDRANTS ARE "OUT-OF-SERVICE". THE "OUT-OF-SERVICE DESIGNATION MUST REMAIN ON THE HYDRANT UNTIL HYDRANTS ARE ACCEPTED BY THE ENGINEERING DEPT. OUT-OF-SERVICE RINGS OR OTHER APPROVED METHODS MUST BE USED TO IDENTIFY THE "OUT-OF-SERVICE HYDRANTS.

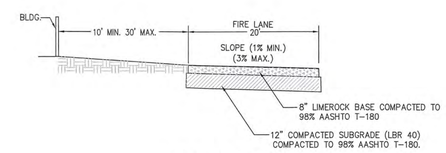
7. THERE SHALL BE NO SHUT OFF VALVE IN THE FIRE DEPARTMENT CONNECTION (NFPA 24 2-6-3).



FIRE LANE DELINEATOR @ ENTRANCES
N.T.S.



FIRE LANE DELINEATOR
N.T.S.



FIRE LANE SECTION
N.T.S.

CALL 48 HOURS BEFORE YOU DIG IN FLORIDA
IT'S THE LAW!
811
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

VERTICAL DATUM CONVERSION
GRADING SHOWN UTILIZES N.G.V.D. 29
N.G.V.D. 29
1.5'
N.A.V.D. 88
N.A.V.D. 88 = N.G.V.D. 29 - 1.5'
N.G.V.D. 29 = N.A.V.D. 88 + 1.5'

NORTH

FLYNN ENGINEERING SERVICES, P.A.
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MIRAMAR PARK OF COMMERCE

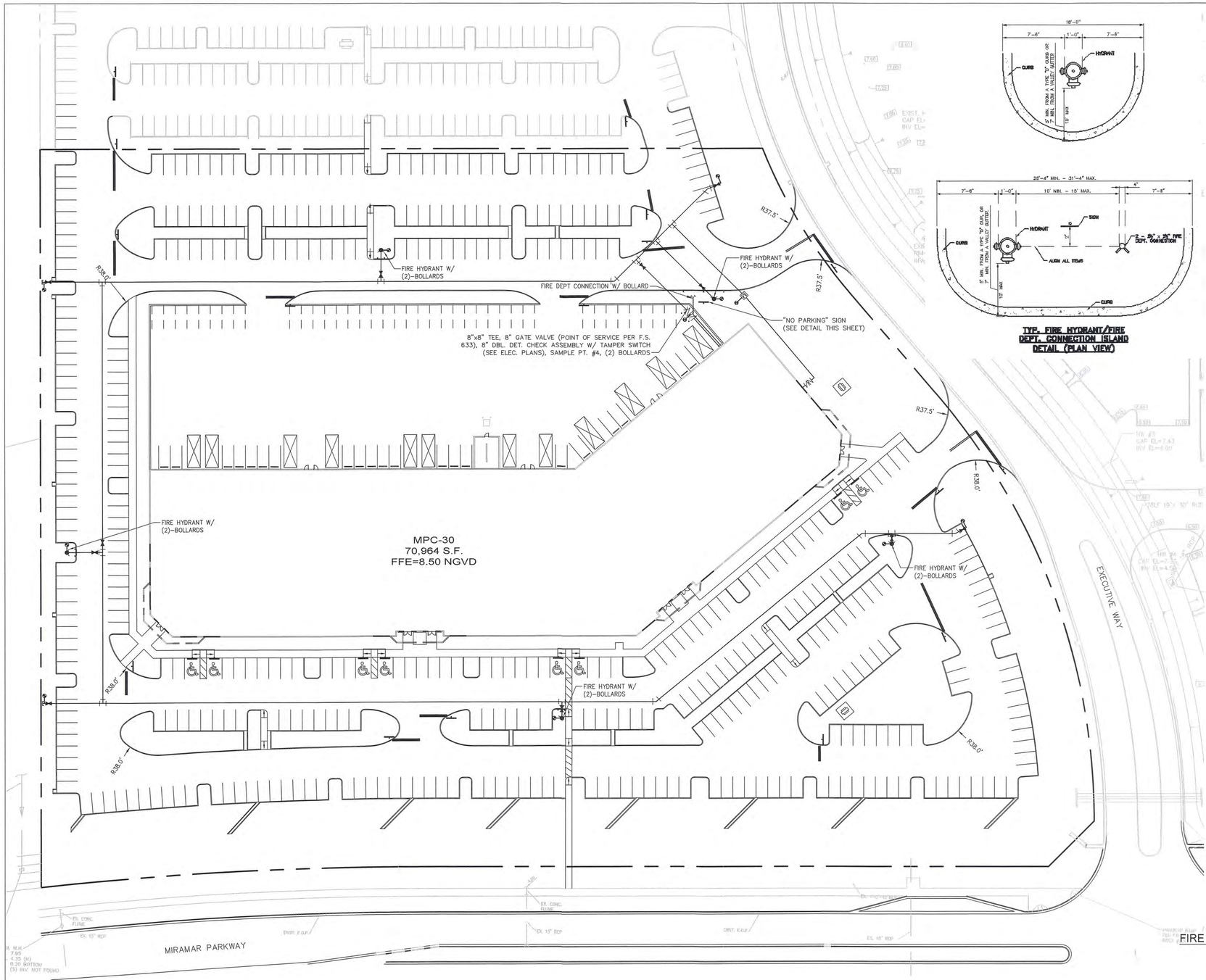
Sheet Title
FIRE PROTECTION DURING CONSTRUCTION

Job Title
MIRAMAR PARK OF COMMERCE #30
MPC - PHASE III
SUNBEAM PROPERTIES
MIRAMAR, BROWARD COUNTY, FLORIDA

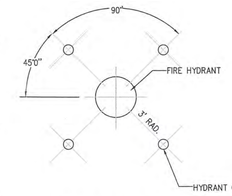
Phase:
PERMITTING
DOCUMENT
NOT FOR CONSTRUCTION

DENNIS R. SHUTT
LICENSE
No. 56150
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Scale: 1"=40'	Date 11/30/15
Job No. 98-1024.00	Plot Date 01/29/16
Drawn by SHG	Sheet No. FP1
Proj. Engr. DRS	
Appr. by DRS	14 of 15



TYP. FIRE HYDRANT/FIRE DEPT. CONNECTION ISLAND DETAIL (PLAN VIEW)



FIRE HYDRANT GUARDS

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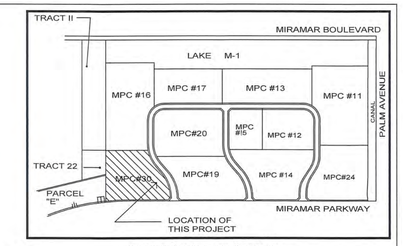
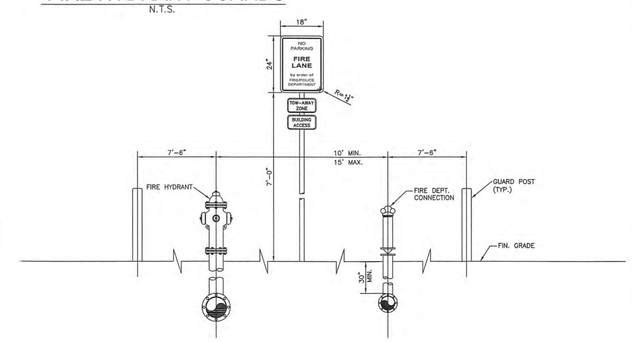


SECTION-21 / TOWNSHIP-51S / RANGE-41E

LOCATION SKETCH

(NOT TO SCALE)



FIRE HYDRANT AND FDC SHALL BE ON THE SAME PLANE

NOTES:

FIRE LANE SIGN:
1. SIGNS SHALL HAVE A WHITE REFLECTORIZED BACKGROUND WITH RED OPAQUE LEGEND AND BORDER.

2. "FIRE LANE" LETTERS SHALL BE ½" AND ALL OTHER LETTERS SHALL BE 1" SERIES "C".

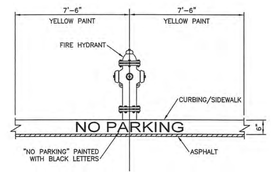
3. SIGNS SHALL BE MOUNTED ON POST AT LOCATIONS DEPICTED ON SITE PLAN AT A MAXIMUM HEIGHT OF 7'-0" FROM THE FINISHED GRADE TO THE BOTTOM PART OF THE SIGN.

TOW-AWAY ZONE SIGN AND BUILDING ADDRESS SIGN:
1. SIGNS SHALL BE A MINIMUM OF 6"x12" WHITE BACKGROUND WITH RED LETTERS MINIMUM LETTER SIZE TO BE ONE INCH.

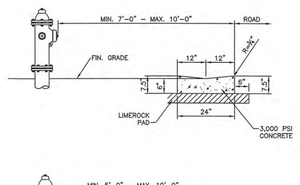
FIRE HYDRANT - FIRE DEPT. CONNECTION LOCATION DETAIL

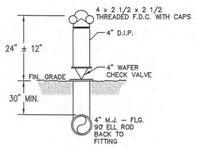
N.T.S.

TYPICAL CURB MARKING AT HYDRANT LOCATIONS



VALLEY GUTTER





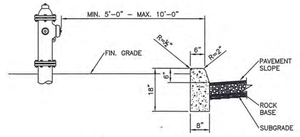
FIRE DEPT. CONNECTION DETAIL

N.T.S.

NOTE:

BLACK STEEL PIPE, SCHEDULE 80, COATED WITH BITUMASTIC AT LEAST 30" BELOW & 6" ABOVE FINISH GRADE. A STEEL DRIVE SHOE IS REQUIRED WITH A 6' LEAD BELOW IT.

TYPE "D" CURB



STANDARD FIRE HYDRANT PLACEMENT DETAIL

N.T.S.

FIRE PROTECTION NOTES:

1. FIRE HYDRANTS & FIRE DEPARTMENT CONNECTIONS SHALL FALL BETWEEN 5' -10' OF THE FACE OF CURB OF FIRE LANES OR STREETS WHEN INSTALLED ALONG SUCH ACCESS WAYS WITH THE STEAMER CONNECTION FACING THE ROADWAY. CENTER OF THE STEAMER CONNECTION MUST BE A MIN. OF 18" ABOVE FINISHED GRADE.

2. CLEARANCES OF SEVEN AND ONE HALF FEET (7.5') IN FRONT OF AND TO THE SIDES OF FIRE PROTECTION APPLIANCES.

SIGNS OR OTHER DESIGNATION INDICATING THAT PARKING IS PROHIBITED SHALL BE PROVIDED IN THE SEVEN AND ONE HALF FEET (7' 6") SPACE ON BOTH SIDES OF THE CENTER LINE OF THE BACKFLOW PREVENTOR.

3. CLEARANCES OF SEVEN AND ONE HALF FEET (7.5') IN FRONT OF AND TO THE SIDES OF FIRE HYDRANTS WITH A FOUR FOOT (4') CLEARANCE TO THE REAR IS REQUIRED.

4. NO PERSON SHALL PLACE OR KEEP ANY POST, FENCE, VEHICLE, GROWTH, VEGETATION, TRASH, STORAGE, OR OTHER MATERIALS THAT WOULD OBSTRUCT A FIRE HYDRANT OR FIRE PROTECTION APPLIANCE AND HINDER OR PREVENT ITS IMMEDIATE USE BY FIRE DEPARTMENT PERSONNEL.

5. FIRE DEPARTMENT CONNECTIONS MUST BE INSTALLED TO PROVDE A MIN. CLEARANCE OF 12"-36" ABOVE FINISHED GRADE TO THE CENTER OF THE PORT.

6. CONTRACTOR MUST INSTALL A SIGN AT EACH F.D.C. STATING BUILDING ADDRESS WHICH IT SERVICES.

7. ONE BLUE DOUBLE REFLECTIVE PAVEMENT MARKER SHALL BE ADHERED TO THE HARD SURFACE ROADWAY N THE MIDDLE OF LANE NEAREST TO AND DIRECTLY IN FRONT OF NEW HYDRANTS.

8. CONTRACTOR IS RESPONSIBLE FOR COLOR CODING OF FIRE HYDRANTS. FIRE HYDRANT BONNETS SHALL BE COLOR-CODED AS FOLLOWS:
   A. 1000 GPM OR GREATER - GREEN
   B. 500-1000 GPM - ORANGE
   C. LESS THAN 500 GPM - RED

CONTRACTOR SHALL PERFORM FLOW TEST & NOTIFY THE CITY FIRE DEPT. 48 HRS. IN ADVANCE. COLOR CODING SHALL BE COMPLETED AS SOON AS POSSIBLE AFTER ACCEPTANCE BY ENG. & FIRE DEPTS.

9. ALL CURBING ADJACENT TO FIRE HYDRANTS SHALL BE PAINTED YELLOW WITH 4" BLACK LETTERS STATING "NO PARKING"

10. ALL PAVEMENT MARKINGS SHALL BE OF THERMOPLASTIC PAINT.

11. FIRE DEPARTMENT CONNECTIONS FOR AUTOMATIC SPRINKLER SYSTEMS, STANDPIPES OR OTHER SYSTEMS FURNISHING WATER FOR FIRE EXTINGUISHMENT SHALL BE LOCATED BETWEEN 10 FEET AND 15 FEET FROM A FIRE HYDRANT.

12. THE FIRE DEPARTMENT CONNECTION AND THE NEAREST FIRE HYDRANT SHALL BE LOCATED ON THE SAME SIDE OF THE ROADWAY OR FIRE LANE.

13. WHERE UNDERGROUND WATER MAINS AND HYDRANTS ARE TO BE PROVIDED, THEY SHALL BE INSTALLED, COMPLETED AND IN SERVICE PRIOR TO CONSTRUCTION WORK.

14. ALL NEW FIRE HYDRANTS SHALL BE COMPRESSION TYPE WITH THE BOTTOM VALVE OPENING TO BE FIVE AND ONE-FOURTH (5 1/4) INCHES IN DIAMETER. THEY SHALL BE ERECTED SO AS TO HAVE THE CENTER OF THE STEAMER CONNECTION A MINIMUM OF EIGHTEEN (18) INCHES ABOVE THE CROWN OF THE NEAREST ROADWAY OR EIGHTEEN (18) INCHES ABOVE THE SURROUNDING GROUND AND WITH THE STEAMER OPENING OF FOUR AND ONE-HALF (4 1/2) INCHES (MAXIMUM HEIGHT) IN SIZE WITH FOUR (4) NATIONAL STANDARD THREADS PER INCH. ALL FIRE HYDRANTS SHALL BE "TRAFFIC TYPE" TO BREAKAWAY UPON IMPACT. THE FIRE HYDRANT MAIN BODY VALVE SHALL OPEN AGAINST FLOW AND SHALL CLOSE WITH THE FLOW.

15. ALL BACKFLOW PREVENTORS MUST BE PROTECTED BY A PERMANENT BARRIER AS APPROVED BY THE FIRE CHIEF.

16. ALL BACKFLOW PREVENTORS CONTROL VALVES SHOULD BE MONITORED BY AN ELECTRICAL TAMPER SWITCH CONNECTED TO A CENTRAL ALARM DEVICE.

FIRE FLOW CALCULATIONS:

BLDG: 1 STORY
TOTAL FLOOR AREA: 70,964 SF
FIRE FLOW(FROM TABLE) FOR 1-STORY ORDINARY CONSTRCUTION: 3,750 GPM
OCCUPANCY: COMMERCIAL
AUTO. SPRINKLERS: YES SUB. 50% * 3,750 GPM=1,875 GPM
SUB TOTAL = 1,875 GPM
EXPOSURES: N/A
TOTAL = 1,875 GPM
FIRE FLOW REQUIRED = 1,875 GPM

CALL 48 HOURS BEFORE YOU DIG IN FLORIDA

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811
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

VERTICAL DATUM CONVERSION

GRADING SHOWN UTILIZES N.G.V.D. 29

N.G.V.D. 29
1.5'
N.A.V.D. 88

N.A.V.D. 88 = N.G.V.D. 29 - 1.5'
N.G.V.D. 29 = N.A.V.D. 88 + 1.5'

NORTH

FLYNN ENGINEERING SERVICES, P.A.
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EB# 6578

MIRAMAR PARK OF COMMERCE

Sheet Title
PERMANENT FIRE PROTECTION

Job Title
MIRAMAR PARK OF COMMERCE #30
MPC - PHASE III

SUNBEAM PROPERTIES
MIRAMAR, BROWARD COUNTY, FLORIDA

Phase:
PERMITTING DOCUMENTS

Revisions

DENNIS R. SCHULTZ
LICENSE NO. 45180
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Scale: 1"=40'	Date 11/30/15
Job No. 98-1024.00	Plot Date 01/29/16
Drawn by SHG	Sheet No. FP2
Proj. Engr. DRS	
Appr. by DRS	15 of 15