MIRAMAR

BEAUTY AND PROGRESS
EST 1955

REGULAR

CITY COMMISSION MEETING

CITY OF MIRAMAR

◆ A G E N D A ◆

Wednesday
April 6, 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, April 6, 2016

CALL TO ORDER:

ROLL CALL/ANNOUNCEMENTS:

PLEDGE OF ALLEGIANCE:

PRESENTATIONS:

Proclamation: National Crime Victims' Rights Week. *(Mayor Wayne M. Messam)*

Proclamation: Safe Digging Month. *(Mayor Wayne M. Messam)*

Proclamation: HHC, 1ST Battalion, 124th Infantry Regiment 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 Regular Commission Meeting of March 23, 2016.

2. Temp. Reso. #R6006 amending Resolution No. 15-185 to provide for local financial support in the form of cash to be paid to **Project Potential/Strive** in an amount not-to-exceed $42,600. *(Community and Economic Development Department Director Eric Silva)*

3. Temp. Reso. #R6009 approving the Fiscal Year 2015 Interlocal Agreement between Broward County and the City of Miramar for the disbursement of $124,204 in **Home Investment Partnership Program funds** for expenditures on eligible rehabilitation activities. *(Community and Economic Development Director Eric Silva)*

4. Temp. Reso. #R5995 approving the **reappointment** of Dahlia A. Walker-Huntington, Esq., Vincent T. Brown, Esq. and Michelle Austin Pamies, Esq. as **Code Compliance Special Magistrates** for a term of one year commencing July 3, 2016 and ending July 2, 2017; authorizing the City Manager to execute Special Magistrate Services Agreements with the three appointees. *(Chief of Police Dexter Williams)*

5. Temp. Reso. #R6001 approving the award of Request For Proposals No. 16-12-10, for **Security Guard Services** at the **Miramar Cultural Center Artspark, Wastewater Reclamation Facility** and the **Multi-Service Complex** to Regions Security Services, Inc; authorizing the City Manager to execute a Security Guard Services Agreement with Regions Security Services, Inc. for an initial three-year term, with the option to renew for two additional one-year terms, in an annual amount not-to-exceed $196,000 for monthly scheduled services and $19,065 for additional hours, as needed. *(Procurement Director Randy Cross)*

6. Temp. Reso. #R6002 approving the award of Request For Proposals No. 15-07-44 to Public Financial Management, Inc., for the provision of **Municipal Advisory Services**; authorizing the City Manager to execute an agreement with the provider for an initial term of five years with the option to renew for two additional two-year terms. *(Assistant Finance Director Barbara Hastings and Procurement Director Randy Cross)*

7. Temp. Reso. #R6026 **supporting** the National League of Cities' resolution urging the federal government to provide direct assistance to **Flint, Michigan** for its water crisis, and seeking support for **nationwide water infrastructure mechanisms.** *(Commissioner Yvette Colbourne)*

End of Consent

RESOLUTIONS

8. Temp. Reso. #R5999 approving the proposed **Memorandum of Understanding** with **Careersource Broward**; authorizing the City Manager to execute the proposed Memorandum of Understanding. *(Human Resources Director Sam Hines)*

9. Temp. Reso. #R6017 accepting and adopting the **Comprehensive Annual Financial Report** for the Fiscal Year that ended September 30, 2015, relating to the annual audit performed by the City's independent auditor, RSM US LLP. *(Assistant Finance Director Barbara Hastings)*

10. Temp. Reso. #R6025 adopting **City Commission Meeting Procedures**; repealing all prior resolutions establishing procedures applicable to City Commission Meetings. *(City Attorney Jamie A. Cole)*

ORDINANCE

11. **FIRST READING** of Temp. Ord. #O1635 relating to **comprehensive planning**; making findings; adopting the **annual update to the Capital Improvements Schedule** of the Capital Improvements Element; adopting a **new policy 4.7 as part of the Capital Improvements Element** of the Comprehensive Plan, relating to State Road 821 (Florida's Turnpike); all amendments to the Comprehensive Plan as adopted in Section 105 of the Land Development Code, providing a severability/interpretation clause; and providing for an effective date. *(Community and Economic Development Director Eric Silva)*

SECOND READING SCHEDULED for April 20, 2016

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.

12. Temp. Reso. #R6013 considering Application No. 1501353, **Conditional Use approval** to allow a **Springhill Suites Hotel** on a 2.94 acre site within the **Miramar Park of Commerce Phase V plat**, located south of Miramar Parkway, north of the Homestead Extension of the Florida Turnpike, and east of Red Road. *(Community and Economic Development Director Eric Silva)*

13. Temp. Reso. #R6011 considering Application No. 1501123, **Site Plan** approval for **Springhill Suites**, a six story hotel on a 2.94 acre site within the **Miramar Park of Commerce Phase V plat**, located south of Miramar Parkway, north of the Homestead Extension of the Florida Turnpike, and east of Red Road. *(Community and Economic Development Director Eric Silva)*

14. Temp. Reso. #R6012 considering **Community Apprearance Board** Application No. 1501349, for **Springhill Suites**, a six story hotel on a 2.94 acre site within the **Miramar Park of Commerce Phase V plat**, located south of Miramar Parkway, north of the Homestead Extension of the Florida Turnpike, and east of Red Road. *(Community and Economic Development Director Eric Silva)*

15. Temp. Reso. #R6014 considering Application No. 1506148, **Landscape Variance** approval for a new **Towercom Telecommunication Facility** and 140-foot **high stealth tower**, located on a leased parcel of the Safeguard Self-Storage property at the northeast corner of University Drive and the Homestead Extension of the Florida Turnpike. *(Community and Economic Development Director Eric Silva)*

16. Temp. Reso. #R6015 considering Application No. 1505786, **Site Plan Amendment** approval for a new 140-foot **high stealth telecommunication tower**, located on a leased parcel of the Safeguard Self-Storage property at the northeast corner of University Drive and the Homestead Extension of the Florida Turnpike. *(Community and Economic Development Director Eric Silva)*

17. Temp. Reso. #R6016 considering Application No. 1505788, **Community Appearance Board** approval for a new 140-foot **high stealth telecommunication tower**, located on a leased parcel of the Safeguard Self-Storage property at the northeast corner of University Drive and the Homestead Extension of the Florida Turnpike. *(Community and Economic Development Director Eric Silva)*

18. Temp. Reso. #R6005 approving Application No. 1600839, **Vacation of Easement** for Miramar Town Center Block 4A, located south of Miramar Boulevard, east of Red Road and west of Hiatus Road. *(Community and Economic Development Director Eric Silva)*

OTHER BUSINESS

19. **Reports and Comments:**

Commission Reports:

City Attorney Reports:

City Manager Reports:

ADJOURNMENT

THE NEXT REGULARLY SCHEDULED CITY COMMISSION MEETING IS:

April 20, 2016 at 7:00 P.M.

1.
CONSENT AGENDA
April 6, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Minutes from the Regular Commission Meeting of March 23, 2016

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MINUTES OF THE CITY OF MIRAMAR
REGULAR COMMISSION MEETING

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

The regular meeting of the Miramar City Commission was called to order by Mayor Messam at 7:28 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

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

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

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

Norma Martin, Miramar resident and of the Miramar Parc Homeowners' Group, expressed kudos for the teamwork and support of City's police officers that she witnessed at the funeral of Police Officer Joseph Vetter. She went on to mention resident inquiries concerning the sound barriers along Acapulco Drive in east Miramar, noting the residents complained about the sound levels they dealt with, particularly at nights, and they requested information about the legal sound level from City staff. To her knowledge, the matter had yet to be addressed, so she was requesting the staff of the relevant City department to look into the matter.

MAYOR MESSAM: Thank you so much, and we'll have appropriate staff follow up with you, Ms. Martin.

George Pedlar, Miramar resident, congratulated the City Commission on retaining the Public Participation agenda item as a regular part of Commission Meetings. He commented public participation allowed members of the public to state their views, concerns, and make requests of the City Commission and staff, and this was sometimes the only conduit elected officials had with members of the Miramar community. When a member of the public attended a Commission meeting and spoke, Commission members needed to personally follow up with residents as a positive sign that they were endeavoring to stay in touch with their constituents, so the latter did not feel they were speaking in vain.

Nasif Alshaier, Miramar resident, commended the City Commission and staff for the revenue bond projects taking place in the City, though he did not feel the City should have used the revenue bond to build the wall at the Harbour Lakes community, as it was a private residential community, so the residents of Harbour Lakes should be responsible for paying for the wall.

PRESENTATIONS contd.

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

Commissioner Chambers pulled item three.

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

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

1a. Minutes of the Cottages at University Park HOA Meeting of February 3, 2016

Approved

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

Approved

1c. Minutes of the Special Commission Meetings of March 2, 2016

Approved

1d. Minutes of the Regular Commission Meetings of March 2, 2016

Approved

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)*

Resolution No. 16-79

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)*

COMMISSIONER CHAMBERS: I don't why, this item seems like we were getting ahead of ourselves, because this playground was purchased for the Regional Park?

MR. GRIFFIN: I'll briefly explain. What was happening was, initially, the project at Regional Park, the expansion of the Corporate Conference Facility, and the Administration Building were big projects. Obviously, it was scaled back, but prior to that time, we moved ahead to get the playground, because what was happening was the footprint of the new Corporate Conference Administration building would require that

the existing playground that's near the corporate pavilion, if you're familiar with Regional Park, was going to be relocated across the street. Once the project was scaled back and the footprint was reduced, there was no need for that to happen but, as a result, we had moved ahead, anticipating the project would go through and ordered the playground, so it was being manufactured at the time that discussion took place to scale back. Not to lose any funding, and we still needed a playground at our new park the Civic Center Park, which is next to the Miramar Aquatic Center, we were able to talk to the playground manufacture, and say, "Can we scale the project back and the playground back and still use it?" And, obviously, we were able to do that, so that's what's happening. The Regional Park isn't losing anything; we're just able to provide a playground at the new Civic Center Park that we were going to do anyway.

COMMISSIONER CHAMBERS: My question is, the existing playground, we were not able to relocate that if we were going to proceed with the corporate building? It's not locatable?

MR. GRIFFIN: No, there's no need to relocate it now.

COMMISSIONER CHAMBERS: I know. But let's say we were going to build the corporate pavilion, could we have relocated the existing playground?

MR. GRIFFIN: We were only going with the plans that called for just the relocation of a couple of pieces, because that playground is now more than ten years old, and we couldn't relocate the entire playground structures. No, we were going to add some new pieces and relocate a couple of the existing pieces. That's what the original plan called for.

COMMISSIONER CHAMBERS: I'm trying to get to see why we went ahead and purchased the playground before we even approve the building of the corporate pavilion, because things were never finalized until I got here, that we made the decision not to build the corporate pavilion.

MR. GRIFFIN: No, we were moving ahead with the project, and then, eventually, discussions came about and things were changed. We were moving ahead. That project was on the books to be done, and that's why we moved forward and ordering the playground, and getting our bids, quotes, and things like that.

COMMISSIONER CHAMBERS: What kind of equipment are we talking about?

MR. GRIFFIN: Just your typical playground apparatus, slide, swings, just different play apparatuses, and we're going to be providing that at the new Civic Center Park.

COMMISSIONER CHAMBERS: How large is the property that we're going to put this playground on the east?

MR. GRIFFIN: That site is about a one-acre site, but it always called for when we developed with the Civic Center Park, this is the old PBA building, where the building was demolished. We had always planned to put a playground structure there, and we've gotten $150,000 in grant funding from Broward County to help with the project, so it was always planned to have a playground there, but, obviously, since we have one being produced for regional, we just relocated that item.

COMMISSIONER CHAMBERS: What I'm trying to get at is, on the east side of Miramar, if you take a look at the County park, Pineland Park, that preserve park, it's heavily utilized, so it's in high demand, so I just don't want any playground on the east side that's going to sit there and not being used properly. I was wondering if we could look at the Pineland to see if we could do something like that to make it more useful on the east side.

MR. GRIFFIN: We think the project is going to be used. This is, as a part of the grant that we applied for years ago for the Civic Center Park. It was to take away the exotic vegetation, restore it, and the County saw the value in that, because, see, basically, the building was purchased from the PBA by Broward County and deeded over to the City, so it was an asset. And now you have to realize where it is; you have the Aquatic Center, now you have that piece. You have our Youth Enrichment Center, which doesn't have a playground, by the way, and this is just a small facility: a picnic pavilion, a playground, couple exercise station, that's it. It's a small neighborhood park.

COMMISSIONER CHAMBERS: Is there room to add anything else?

MR. GRIFFIN: No, not really, just a one-acre site, so once we get the pavilion, put in the playground, and then put a couple of fitness stations, that's really all you can do there, but the Aquatic Center is right next to it, so the pool is there as well.

COMMISSIONER CHAMBERS: Thank you. I was trying to see if we could do something to add to what we have in Pineland, because it's so utilized.

MR. GRIFFIN: It's only a one-acre site. Actually, I think it's like .98 something; it's really not one acre. It's a small site.

COMMISSIONER CHAMBERS: Thank you, sir.

MR. GRIFFIN: You're welcome.

MAYOR MESSAM: Thank staff for your proactiveness, and your ability to adjust, because that project was approved during 2013, so when decisions are made there with capital projects already in the pipeline, there's consequences to them. Just for recollection, the corporate pavilion was part of the 2013 capital program with the revenue bond, and then, subsequently, was repurposed when the Commission decided to build Fire Station 107, which cancelled the corporate pavilion, which, at that time, the

equipment was being manufactured at that time. I think it's a great location. We're always looking to add more features and amenities to the east side of town in Historic Miramar, and I'm sure the kids and the parents of that neighborhood are definitely going to put that park facility to use. Yes, Commissioner Barnes.

COMMISSIONER BARNES: Just for information's sake. How difficult or how easy was it to get the manufacturers to actually scale down? Was it a great negotiating deal?

MR. GRIFFIN: Well, we worked with them before, and it's Gametime. We've worked with them before, and they worked with us, basically. They worked with us. Obviously, they want to continue to do business with us, so it was a partnership.

MAYOR MESSAM: If there aren't any other questions, I'll entertain a motion.

On a motion by Commissioner Chambers, seconded by Commissioner Colbourne, to approve Resolution #R5979, the Commission voted:

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

Resolution No. 16-80

End of the Consent

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)*

Human Resources Director Sam Hines went over the subject resolution, as set forth in the backup. The City Manager recommended approval.

MAYOR MESSAM: Thank you, Mr. Hines. At this time, are there any individuals from the public who wish to comment on this item? Seeing none, bring it back to the dais. Are there any questions on this item? If not, I'll entertain a motion.

On a motion by Commissioner Barnes, seconded by Commissioner Chambers, to approve Resolution #R5979, the Commission voted:

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

Resolution No. 16-81

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)*

Human Resources Director Sam Hines discussed the proposed resolution, as detailed in the backup. The City Manager recommended approval.

MAYOR MESSAM: Thank you, Mr. Hines. At this moment, are there any comments from the public on this item? Seeing none, back to this dais. Are there any questions. If not, I'll entertain a motion.

On a motion by Commissioner Chambers, seconded by Commissioner Colbourne, to approve Resolution #R5996, the Commission voted:

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

Resolution No. 16-82

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)*

Human Resources Director Sam Hines reviewed the subject resolution, as illustrated in the backup. The City Manager recommended approval.

MAYOR MESSAM: Thank you, Mr. Hines. Are there any comments from the public on this item? Seeing none, coming back to the dais. Commissioner Barnes, you're recognized.

COMMISSIONER BARNES: Just an observation, and for your response. In the presentation, you mentioned promotion and tenure. Speak to us, if you would, and explain why it is important to not only attract the kind of staffing that we need, but to do as much as we can to keep them once they're with us? Because we understand, there are certain, specific tasks, job functions that need to be done, and sometimes we kind of raid corporate areas around us. Explain why it is essential to not only bring these people in, but to give them these kinds of incentives to stay with us?

MR. HINES: Because, number one, attracting good employees, if you have a good reputation, it becomes fairly easy to get people in the door. To keep them, because once you have competent people on board, the market pressures can be tremendous to steal those people away, so we have to be cognizant of that, and make sure that we were properly compensating our employees. Secondly, we should reward people, some people call it loyalty. I call it necessity really, because we should reward people for tenure, and those people that we have coming on board, we should reward those people. Right now, as you probably know, we do have a longevity award that we give people, and we should continue that. But all of those factors, really, we have to be aggressive, in terms of trying to keep our employees, we have to be, because if we don't, we're going to be on the losing end, and so what we're looking at are those kinds of things that we can ensure that people stay with the City.

COMMISSIONER BARNES: Just to cap this observation. I think this is most appropriate, having an understanding of what takes place even in your department, and some of the staff you've been able to take on in the last couple of years. This is most appropriate and timely. Thanks.

MAYOR MESSAM: Any other comments from the dais? Vice Mayor.

VICE MAYOR RIGGS: Under Section 5, it says: All employees, excluding Commission staff. I believe a few Commission Meetings ago, Commissioner Barnes; you mentioned you wanted that included, so how does this include our Commission staff? Where do they fit in? How do they benefit from this?

MR. HINES: They don't. They're under a separate program all together. They do not participate in the Comprehensive Pay Plan, and that was your decision to extricate them away from the Compensation Pay Plan in order to be able to have the flexibility to compensate them how you wished.

VICE MAYOR RIGGS: So, Commissioner Barnes, are you still—is this the one?

COMMISSIONER BARNES: We'll pursue this close to the budget time.

VICE MAYOR RIGGS: I see. Well, this is a conversation that we do need to have, because you mentioned some great benefits, and I also notice the education assistance program, so I do believe that the Commission staff be able to fit under that umbrella, and take advantage of those benefits as well. So we will be having that conversation in the future. I'm good. That's it, thank you.

MAYOR MESSAM: At this time, I'll entertain a motion if there aren't any other comments or questions.

On a motion by Commissioner Barnes, seconded by Commissioner Chambers, to approve Resolution #R6018, the Commission voted:

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

Resolution No. 16-83

MAYOR MESSAM: There has been a request for a very brief bathroom break.

Recess/Reconvene

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)*

Community & Economic Development Director Eric Silva presented the proposed resolution as indicated in the backup. The City Manager recommended approval.

MAYOR MESSAM: Thank you, Mr. Silva. At this time, are there any members from the public who wish to comment? Seeing none, coming back to the dais, are there any comments or questions? Vice Mayor Riggs.

VICE MAYOR RIGGS: You had the public notice on February 7th. Are you required to have an actual meeting?

MR. SILVA: It was a published notice.

VICE MAYOR RIGGS: Just a notice? You're not required to have an actual meeting for the public to come and ask question?

MR. SILVA: Right, for this, we didn't have a meeting, no.

VICE MAYOR RIGGS: No, I was under the impression that you had to have an actual meeting, where you invite them to ask questions, and be informed, because most people don't even know that this loan. Thy think it's free money.

MR. SILVA: That was for a different program. You might be thinking of the NSP program that we did last year, the Neighborhood Stabilization Program.

VICE MAYOR RIGGS: So this one is not requiring to have a public meeting, just the notice?

MR. SILVA: Just the notice.

MS. STEVENS: Good evening, Debbie Stevens, Client Services Manager. Well, the HUD, for CDBG, we are required to have a pre-development meeting. For example, for an action plan that's coming up for this year, we're having a pre-developed meeting tomorrow at the Multi-purpose Center. But for SHIP, which is the LHAP, there's no required meeting, just a notice.

VICE MAYOR RIGGS: Thank you.

MAYOR MESSAM: Commissioner Chambers, you're recognized.

COMMISSIONER CHAMBERS: This is one of my issues that I face on a daily basis with my residents, and I was just wondering if I could have input tomorrow, if you could give me some information to take back. I was misunderstood at a previous meeting when I spoke about the funding for a resident rehabilitation program, and I just want to help more residents, instead of a few. This is something that we need to have more discussion about and I thank you guys for bringing the item forward.

MAYOR MESSAM: If there aren't any other comments or questions, I'll entertain a motion.

On a motion by Vice Mayor Riggs, seconded by Commissioner Colbourne, to approve Resolution #R5992, the Commission voted:

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

Resolution No. 16-84

QUASI-JUDICIAL PUBLIC HEARING

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

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

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)*

Community & Economic Development Director Eric Silva reviewed the proposed resolution, as set forth in the backup. The City Manager recommended approval.

MAYOR MESSAM: Good evening. State your name and address for the record, please?

Scott Hodges, the applicant's representative, commented the subject development was the last building in Phase III, noting in over 30 years they had over 70 buildings in the Miramar Park of Commerce, and they attracted hundreds of national companies. They had a good working relationship with City staff and were anxious to begin the project, as they just learned there was a strong prospect that a national company might occupy the entire building.

MAYOR MESSAM: At this time, are there any members from the public that wish to speak on this item who may not have stood to be sworn in? Seeing none, I'll bring it back to the dais. Are there any additional questions for the applicant or the staff? Commissioner Chambers.

COMMISSIONER CHAMBERS: I just want to make a comment. Commerce Parkway, it's one of those decisions that were made way back when, and I just want to thank them for what they did. It was a pretty good decision, as it was a good economic engine for the City of Miramar. Park of Commerce was able to utilize the space, and I'm very

proud to have few job openings over there, in terms of the job creation in the City of Miramar. It's just one of those things that when the decision was made to build the Parkway, it might not have been popular at the time, but today we are reaping the benefit of bringing business to Miramar, so I really want to thank everyone involved in making that decision and the owner. It's a good thing in the City of Miramar. Thank you.

MAYOR MESSAM: Commissioner Barnes, you're recognized.

COMMISSIONER BARNES: I'm just saying thanks to some people.

MR. HODGES: It's a teamwork effort. We like to partner with the City and have established a very good relationship over the years.

MAYOR MESSAM: At this time, I'll entertain a motion.

On a motion by Commissioner Chambers, seconded by Vice Mayor Riggs, to approve Resolution #R5997, the Commission voted:

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

Resolution No. 16-85

OTHER BUSINESS

9. Reports and Comments:

Commissioner Reports:

MAYOR MESSAM: Last time we started here, so let's start with Commissioner Colbourne moving back towards this way. Any reports?

COMMISSIONER COLBOURNE: Thank you. I do want to comment on the Chamber event that they had a couple of weeks ago, the Sip of Wine, Taste of Heaven. It was a great turnout. It was absolutely the best event that I've seen here in the City of Miramar by the Chamber. I know it was their annual event, and they're obviously getting better every year, because this year it was really good. There were a lot of businesses, a lot of folk, and a great turnout of businesses and the community. Other than that, I just want to say happy holiday to everyone, and that's it for me.

MAYOR MESSAM: Commissioner Chambers, any reports? You're recognized.

COMMISSIONER CHAMBERS: Thank you, Mr. Mayor. Yes, Miramar/Pembroke Pines is the best chamber of commerce in the State of Florida. I just want to say we had a Commission retreat recently, and it was a great experience, a lot of fun. It was very productive, and I'm looking forward to another one in the next two or three months. It was a great workshop. I was proud of the presenters. Everyone was good. I really enjoyed it. I stayed longer than I intended to. I just want to say, recently, last week Monday, I had the pleasure of my student from my KAPOW Program at New Renaissance Middle School, they had gotten over 100 new and used purses stuffed with hygiene products, and we were able to deliver them to the Women's Shelter. I want to thank Miramar PD for coming out and supporting the program, we really appreciate them so much, and everyone who was a part of that. You'll hear more on that topic. I want to wish everyone a Happy Easter. Don't forget to come out to the park this weekend. It's Eggapalooza. It's a family fun day at Miramar Regional. Once again, I want to thank the men and women who work in this beautiful City of Miramar every day, who help it go grow and to flourish, and to take care of our residents. Thank you so much. I really appreciate what everyone does for this community. Thank you, Mr. Mayor.

MAYOR MESSAM: You're welcome. Commissioner Barnes?

COMMISSIONER BARNES: Just a couple of mentions. Special congratulations to our new Chief. We do have a formal situation coming up, but I want speak my congratulations here and now. And I've been talking for a couple of months now about this citizenship drive that we've been working on, and I bring the good news that we actually have a date, we have a venue, we have times, so here we go. Citizenship drive, Saturday, April 9, starting at nine o'clock in the morning. It's going to be at our Youth Enrichment Center, 7000 Miramar Parkway. For those residents and their relatives and friends who think they can benefit from this drive, we suggest you get the information. Our promotion is actually getting underway now, so you'll be hearing more about it. She has been out today, but for questions, you're going to call my secretary, Shari, and she's good at giving the information, so you can go ahead and call her. We wanted to do it a little earlier, but I think it's more timely that we do it now, in the wake of our President launching a "Commit to Citizenship" program. I would suggest that residents who are still greeting card holders and would still participate and benefit from the citizenship drive to go to the website: committocitizenship.org for information as you prepare to come to our citizenship drive. Come prepared to pay the application fee, and for the passport pictures that you need to go along with the application. So it's citizenship drive, Youth Enrichment Center, Saturday the 9th of April, and we start at nine o'clock in the morning. We have a band of attorneys who are going to help us to fill these application forms and get them on the way. The big boon, the big prize behind that is that if you get it done now, you'll be able to vote in November.

MAYOR MESSAM: Thank you, Commissioner Barnes. Vice Mayor?

VICE MAYOR RIGGS: Thank you. Fire Ops 101, for those of you who don't know about it, we pretty much got to live the life of a firefighter for about a minute, and I'm still traumatized. I knew I was claustrophobic, but it's confirmed. Putting that mask on, I had such a fear that I didn't have air in my tank, I would just die. I've always had so much respect for first responders, but it's up here now. Madam City Manager, whatever they ask for, give it to them. Your job is extremely, extremely difficult, and thank you so much for putting that event together. It's such an eye-opener, and I thank you guys for being such an amazing first responder to our City, where I feel very safe. Thank you so much to you and your staff for the opportunity to do this, and don't ask me to do it again, please. I don't think I'd live through it.

COMMISSIONER BARNES: Mr. Mayor, now that she's gone through this, my absence, I don't think I have to explain. Having to deal with sinus problems and claustrophobia, now you know one of the reasons I wasn't there.

VICE MAYOR RIGGS: Yes. I know I never want to be a firefighter. It's just not for me, so thank you for those of you who are doing it, because if you had to rely on me to do it, forget it. It wouldn't happen, so amazing. Thank you so much. The Sip and Taste was amazing. Great event. Thank you to the Miramar/Pembroke Pines Chamber of Commerce. The Commission Retreat also was an amazing gathering. Other than that, Happy Easter. Yes, thank you.

COMMISSIONER CHAMBERS: Mr. Mayor, Miramar Fire Department, awesome. They did a great job, that training. Chief Williams also was there, it was a lot of fun.

MAYOR MESSAM: Good, good. A couple of announcements, and we do have to confirm a board appointment, a board renewal, which will happen after my brief report. First, I would I just like to notify the public that just this past week, the City of Miramar was again host to a group of elected officials. I have the opportunity to serve for the League of Cities, as the president of the Florida Black Caucus of Local Elected Officials, and we held our Spring Conference right here in the beautiful City of Miramar. In fact, the site for the conference was at the Miramar Wingate Hotel by Wyndham, so we had a little economic development going on, bringing dollars here in the City of Miramar with elected officials from the City of Orlando, Fort Pierce, Tarpon Springs, Fort Myers, Margate, Hallandale, Opa Locka and other cities that came in to receive ethics training. We coordinated with the Florida League of Cities University for Professional Development. We had great workshops, in terms of how to deal and having tough conversations in our community when certain events take place and dealing with our constituents. One of the highlights of the trip was the mobile tour that took place on Friday, where the local elected officials were able to tour the FBI building, was able to have a tour of the Police Headquarters, which is nearing completion, as well as dining at some of our Miramar establishments. It was a great opportunity to network with other local elected officials, as well as highlight and show off the City of Miramar, and bring a few dollars into the City as well. Thanks for all the support from staff. We hired bus

services, hired bus drivers; we hired our Miramar Cultural Center. We had a luncheon here; we were able to hire our catering services, so it was a great opportunity to do a great event in the City of Miramar. I'd like to announce, also, after you have gone to the citizenship drive at the Youth Enrichment Center, you can come back over to the Miramar City Hall plaza for the Annual 3K Run/Walk and Health Fair, it's a free event. There'll be a kid zone, free health screenings, and registration will be done onsite. This event is in partnership with our neighbors across the street: 24 Hour Fitness, Memorial Hospital Miramar, Joe DiMaggio, and Comcast, and the event, basically, is an encouraging event to encourage residents to take a look at their health and wellness. So whether you're in shape or sitting on a couch, a 3K is just a little over one mile, and we'll be doing a trek or a walk around the Town Center, and it's a noncompetitive event, and we'll be having free demonstrations. So if you always had an interest of how to do yoga or how to do jazzercise, or how to do spinning to choreographed music, we will have that activity right out here in the plaza of City Hall, as well as providing some patient education information while you get your free screening. So we look forward to seeing everyone on April 9th, that's a Saturday, just a little over two weeks from today. Also, we had the opportunity to welcome the Governor, Rick Scott, here, most of the Commission was there, I think, to do another jobs announcement in the City of Miramar, Lufthansa, which is one of our aviation corporations here in the City of Miramar is expanding. Another one of our Miramar-based businesses that are expanding, and they do aviation parts, overhaul and repairs, and service many airlines across the country right here from the City of Miramar and are actually adding another 100 jobs here. The City of Miramar, our Community and Economic Development Department works very hard with the Greater Fort Lauderdale Alliance, and Enterprise Florida to help attract, as well as to retain companies that are especially in the targeted industries. The City of Miramar is doing such a great job and remains attractive for these businesses, and the residual benefits is that we have high-paying jobs in our community, as well as being able to be an attractive place to live in the City of Miramar. It was a pleasure to take place in that activity. As well, I'm so glad to have the Commission Retreat, it was a longtime coming. I know that it was really hard to get everybody together, and I'm glad that we have a convert, but it was really beneficial and, in all seriousness, I think it has definitely laid a foundation for us to continue the dialog. Because, as a Commission, it's our responsibility and our duty to ensure that we're making decisions today that will continue to benefit this community and generations to come, long after we've all left our respective places of service. And the City has done an outstanding job to where we are right now, but we can't rest on our laurels, we have to solve not only the problems of today, but solve the problems that we don't even know that are going to exist tomorrow, and I look forward to working with each of you, so that we can set a path and a vision to move forward. As was shared earlier, I'd like to wish everyone a very blessed Good Friday, as well Happy Easter for those of you who observe the holy weekend. At this time, before we adjourn, I'll go to other reports.

COMMISSIONER CHAMBERS: Mr. Mayor.

MAYOR MESSAM: That's what I'm doing now. Before we adjourn, one minute, Commissioner Chambers.

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

MAYOR MESSAM: We have to renew our appointments for the Broward League of Cities Board of Directors and alternate. Currently, I serve as the board, and Commissioner Colbourne is the alternate. Is there any desire to continue to serve?

COMMISSIONER COLBOURNE: I would be happy to continue serving.

MAYOR MESSAM: Well, we always have to provide an opportunity. It's a diplomatic process; want to make sure that everyone has an opportunity to consider, to continue, or not. If there aren't any recommended changes, I'd like to consider serve on the board of directors, and Commissioner Colbourne wishes to stay as the alternate. If there aren't any objections, we can submit those two names, as presented. Do we have to vote?

CITY ATTORNEY COLE: You have to ask for a second.

MAYOR MESSAM: Does anyone want to be a second alternate? Vice Mayor Riggs, Commissioner Barnes?

VICE MAYOR RIGGS: I'd be honored.

MAYOR MESSAM: So Vice Mayor Riggs. At this time, I need a motion to approve the appointments of Mayor Messam for Director, Commissioner Yvette Colbourne for first alternate, and Vice Mayor Riggs as second alternate. May I have a motion, please?

On a motion by Commissioner Barnes, seconded by Commissioner Chambers, to approve the above appointments as stated by Mayor Messam, the Commission voted:

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

Approved

City Attorney Reports:

None

City Manager Reports:

CITY MANAGER WOODS-RICHARDSON: Two quick reports. The first one is with the appointment of Chief Williams as our Police Chief. We will be trying to reach out to the Board members, so that we can schedule a swearing in. I think the date we're looking at is April the 5th, so we'd like to know if we can get that date to have a swearing in, and then that would complete that process. Then the next thing is, this week will be 17 years that Jaime Cole has been the City Attorney, so we just wanted to say thank you for hanging in there with us.

CITY ATTORNEY COLE: Thanks, I feel a little old up here.

MAYOR MESSAM: Jaime, you only look 17.

COMMISSIONER COLBOURNE: Thank you very much.

FUTURE WORKSHOP

NONE

ADJOURNMENT

VICE MAYOR RIGGS: Meeting adjourned.

The meeting was adjourned at 8:55 p.m.

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

2.
CONSENT AGENDA
April 6, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: April 6, 2016

Second Reading Date: N/A

Presenter's Name and Title: Eric Silva, Director, on behalf of the Community and Economic Development Department

Temp Reso Number: 6006

Item Description: Temp. Reso. No. 6006, AMENDING RESOLUTION NO. 15-185 TO PROVIDE FOR LOCAL FINANCIAL SUPPORT IN THE FORM OF CASH TO BE PAID TO PROJECT POTENTIAL/STRIVE IN AN AMOUNT NOT-TO-EXCEED $42,600. (Community and Economic Development Department Director Eric Silva)

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

Summary Explanation and Background: On August 19, 2015, the City Commission adopted Resolution No. 15-185, recommending that Project Potential, an information technology company, be approved as a Qualified Target Industry ("QTI") business pursuant to Section 288.106 and providing for local financial support in an amount not-to-exceed $30,000 in connection with the company locating its corporate headquarters in the City. The company has since submitted a new QTI application as Project Strive, pursuant to which it proposes hiring 92 additional local employees (up to a total of 142 employees) for jobs paying an average salary of $51,266 (115 percent of the average wage in Broward County) and investing an additional $2.5 million in capital. This Resolution is for the amendment of the amount to be provided to the company as local financial support to $42,600, which is equal to 50 percent of the total that is required as local financial support in this case.

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 in an amount not-to-exceed $42,600 will be budgeted in Community and Economic Development Account No. 001-41-432-552-000-608250 beginning in Fiscal Year 2018, in accordance with the QTI hiring schedule.

Content:
- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR6006**

MIRAMAR

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CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager Approve for KWR

BY: Eric Silva, Director, Community and Economic Development Department

DATE: March 2, 2016

RE: Temp. Reso. No. 6006, amending Resolution No. 15-185 to provide for local financial support in the form of cash in an amount not-to-exceed $42,000.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 6006, approving an amended amount of Qualified Target Industry ("QTI") local financial support to be paid to Project Potential/Strive in an amount not-to-exceed $42,600 for the company to locate its corporate headquarters in the City.

ISSUE: Section 2-261 of the City Code authorizes the City to award an economic development incentive to eligible businesses, in an amount to be determined by the City Commission, upon recommendation of the City Manager. Pursuant to Section 2-261(f), City Code, approval of monetary incentives for participating businesses must be made by resolution of the City Commission. The City originally approved a local financial support for the company (Project "Potential") on August 19, 2015 in an amount not-to-exceed $30,000. The company has since submitted a new QTI application with the information set forth in the column furthest to the right in the chart below. No change is proposed to the local hiring incentive.

	Approved QTI (Project "Potential")	**Proposed QTI (Project "Strive")**
Total New Employees	50	142
Average Salary	$66,689	$51,266
Capital Investment	$14 million	$16.5 million
Total Incentive	$300,000	$426,000
City Local Match	$30,000 (10%)	$42,600 (10%)

BACKGROUND: Through its QTI Tax Refund Program, the State of Florida provides financial incentives to companies that create high wage jobs in targeted high value-added industries. These incentives include refunds on corporate income, sales, ad valorem, intangible personal property, insurance premiums, and certain other taxes.

Project Potential/Strive is an information technology company that provides managed solutions for clients in the private and public sectors. Its goal is to be the resource of choice for their clients' technology needs by helping them avoid risks and reduce the costs associated with implementing next-generation solutions.

The company proposes to locate its corporate headquarters in Miramar, investing in land acquisition, building construction and associated improvements. The 142 new jobs are positions that would move to other states under consideration by the company for relocation, including Texas, Tennessee and Georgia.

Section 288.106, Florida Statutes, requires a QTI business to secure funding from local sources that is equal to 20 percent of the annual tax refund to be received from the State under the QTI Tax Program. The proposed offer is for the City to provide 50% of the total ($42,600 of a total of $85,200) that is required as local financial support in this case, to be paid in accordance with the QTI Tax Refund Award. As such, payments are subject to Project Potential/Strive meeting various performance requirements, including minimum capital investment, number of employees and average salary, full return on City investment (tax revenue/incentive payout), as well as meeting all the requirements of the State incentive program. Incentive payments are only made once the performance criteria are met. The funds for this incentive will be budgeted in Account No. 001-41-432-552-000-608250, "Economic Incentive", beginning in Fiscal Year 2018 in accordance with the QTI hiring schedule.

Temp. Reso. No. 6006
2/24/16
3/28/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AMENDING RESOLUTION NO. 15-185 TO PROVIDE FOR LOCAL FINANCIAL SUPPORT IN THE FORM OF CASH TO BE PAID TO PROJECT POTENTIAL/STRIVE IN AN AMOUNT NOT-TO-EXCEED $42,600; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City seeks to retain companies that will help create a strong tax and employment base for the City, foster the City's image as an attractive corporate location and further the City's economic development, consistent with Section 2-261 of the City Code, and applicable Florida Statutes; and

WHEREAS, Project Potential/Strive ("POTENTIAL/STRIVE") is an "eligible business" within the meaning of Section 2-261, City Code, and proposes to locate its corporate headquarters in the City; and

WHEREAS, POTENTIAL/STRIVE has been identified as a Target Industry Business; and

WHEREAS, as part of its consideration to locate its corporate headquarters operations, POTENTIAL/STRIVE is requesting certification from the State of Florida as a "Qualified Target Industry Business" under the State of Florida Qualified Target Industry ("QTI") Tax Refund Program, pursuant to Section 288.106, Florida Statutes; and

WHEREAS, POTENTIAL/STRIVE will commit to pay an average annual wage of $51,266, which is 115% of the Broward County average wage; and

WHEREAS, the City acknowledges that local financial support of 20 percent of any tax refund awarded by the State is required under the provisions of Section 288.106, Florida Statutes, governing the State's QTI Tax Refund Program; and

WHEREAS, the City originally approved a QTI local financial support of $30,000 by Resolution 15-185 on August 19, 2015 based on a total QTI incentive of $300,000; and

WHEREAS, POTENTIAL/STRIVE has submitted a new QTI application for a total incentive of $426,000; and

WHEREAS, the City has committed to provide $42,600, which is 50 percent of the QTI local financial support POTENTIAL/STRIVE must obtain under Section 288.106, Florida Statutes; and

WHEREAS, the Governing Board of Broward County has agreed to participate in the provision of local support by committing $42,600, which is 50 percent of the total required QTI local financial support; and

WHEREAS, the City Manager recommends approval of its share of the required QTI local financial support for POTENTIAL/STRIVE to locate its corporate headquarters in the City; and

WHEREAS, the City Commission finds that it is in the best interest of the citizens and residents of the City of Miramar to approve the amended QTI local financial support in an amount not-to-exceed $42,600 for POTENTIAL/STRIVE to locate its corporate headquarters in the City.

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 confirmed and ratified as being true and correct and are made a specific part of this Resolution.

Section 2: That its amends Resolution No. 15-185 to provide a cash commitment of 10 percent local financial support for the QTI Tax Refund Program for POTENTIAL/STRIVE in an amount not-to-exceed $42,600, and that this amount will be available in accordance with the guidelines set forth by the Florida Department of Economic Opportunity, with the stipulation that these funds are intended to represent "local financial support" required by Section 288.106, Florida Statutes.

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

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	_____

3.
CONSENT AGENDA
April 6, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: April 6, 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: 6009

Item Description: Temp. Reso. No.6009, APPROVING THE FISCAL YEAR 2015 INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF MIRAMAR FOR THE DISBURSEMENT OF $124,204 IN HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS FOR EXPENDITURES ON ELIGIBLE REHABILITATION ACTIVITIES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE FISCAL YEAR 2015 INTERLOCAL AGREEMENT. (Community and Economic Development Director Eric Silva)

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

Summary Explanation and Background: The U.S. Department of Housing and Urban Development provides financial assistance to state and eligible local governments to create affordable housing for low-income households through the HOME Investment Partnership Program (the "HOME Program"). Under federal regulations, local governments that do not meet threshold requirements for receiving HOME Program funds can join with one or more neighboring localities in a legally binding consortium to obtain funding from the HOME Program for eligible rehabilitation activities.

On June 17, 2009, the City Commission adopted Resolution No. 09-150, approving the HOME Program Consortium Cooperative Agreement (the "Consortium Agreement") between Broward County, the City of Miramar and nine other municipalities, for fiscal years 2009, 2010 and 2011 (and for successive three-year periods thereafter). As a party to the Consortium Agreement, the City is authorized to receive federal funds from the HOME Program (for which it otherwise would not be eligible) upon execution of the attached Interlocal Agreement prepared by Broward County.

The Interlocal Agreement provides for the disbursement of $124,204 of HOME Program dollars to the City to be used to subsidize eligible repair and/or weatherization activities for two income-eligible residents of the City. City Commission approval is required for the City to maintain eligibility for HOME Program funding.

Instructions for the Office of the City Clerk:

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 N/A, in a N/A ad in the N/A; 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: Funds for this activity will be deposited in account # 162-00-000-000-000-331620-92660 entitled "Fed Grant-HOME"

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 6009**
  - **Exhibit A: HOME Interlocal Agreement with Broward County for Fiscal Year 2015**

MIRAMAR

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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 29, 2016

RE: Temp. Reso. No. 6009, approving the Fiscal Year 2015 Interlocal Agreement between Broward County and the City of Miramar for the disbursement of $124,204 in HOME Investment Partnership Program Funds for expenditure on eligible rehabilitation activities

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RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 6009, approving the Fiscal Year 2015 Interlocal Agreement ("ILA") between Broward County and the City of Miramar for the disbursement of $124,204 in HOME Investment Partnership Program funds for expenditures on eligible rehabilitation activities.

ISSUE: City Commission approval is required in order for the City to maintain eligibility for HOME Program funding.

BACKGROUND: The National Affordable Housing Act of 1990 authorized the U.S. Department of Housing and Urban Development to provide financial assistance to state and eligible local governments to create affordable housing for low-income households through the HOME Program.

Under federal regulations, local governments that do not meet threshold requirements for receiving HOME funds can join with one or more neighboring localities in a legally binding consortium to obtain funding from the HOME Program for eligible rehabilitation activities.

On June 17, 2009, the City Commission adopted Resolution No. 09-150, approving the HOME Program Consortium Cooperative Agreement (the "Consortium Agreement") between the County, the City and nine other municipalities within the County, for fiscal years 2009, 2010 and 2011, and for

successive three-year periods thereafter pursuant to the agreement's automatic renewal provisions. As a party to the Consortium Agreement, the City is authorized to receive federal funds from the HOME Program (for which it otherwise would not be eligible), and is permitted to manage further disbursement of such funds subject to the terms of the attached ILA prepared by the County.

The ILA provides for the disbursement of $124,204 of HOME dollars to the City to be used for repair and/or weatherization activities. This disbursement includes funding for two $50,000 grants to be awarded to two income-eligible homeowners, and for additional amounts for associated inspections, appraisals, consultations and recording costs. The ILA commenced on October 1, 2015 and ends on September 30, 2017. On February 17, 2016, Broward County forwarded the ILA to the City of Miramar.

Temp. Reso. No. 6009
2/29/16
3/24/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE FISCAL YEAR 2015 INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF MIRAMAR FOR THE DISBURSEMENT OF $124,204 IN HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS FOR EXPENDITURES ON ELIGIBLE REHABILITATION ACTIVITIES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE FISCAL YEAR 2015 INTERLOCAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the National Affordable Housing Act of 1990 authorized the U.S. Department of Housing and Urban Development to provide financial assistance to state and eligible local governments to create affordable housing for low-income households through the HOME Investment Partnership Program (the "HOME Program"); and

WHEREAS, on June 17, 2009, the City Commission adopted Resolution No. 09-150, approving the HOME Program Consortium Cooperative Agreement (the "Consortium Agreement") between Broward County, the City of Miramar and nine other municipalities within Broward County (the "Consortium"), for fiscal years 2009, 2010 and 2011, and for successive three year periods thereafter pursuant to the agreement's automatic renewal provisions; and

WHEREAS, the HOME Program has allocated $124,204 to the City of Miramar

as a member of the Consortium for the rehabilitation of two income-eligible households within the City; and

WHEREAS, the City desires to continue to receive federal funding under the HOME Program to provide home repair and/or weatherization assistance to its residents; and

WHEREAS, the City of Miramar and Broward County desire to enter into an Interlocal Agreement, attached as Exhibit "A", to designate the City as a sub-recipient of the HOME Program funds and administer and implement HOME Program activities for the Fiscal Year 2015 HOME Program Year (the "FY2015 HOME Interlocal Agreement"); and

WHEREAS, the City Manager recommends approval of the FY2015 HOME Interlocal Agreement, attached as Exhibit "A"; 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 FY2015 HOME Interlocal Agreement, attached as Exhibit "A", and to authorize the City Manager to execute the FY2015 HOME Interlocal Agreement.

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 FY2015 HOME Interlocal Agreement, attached as Exhibit "A", is consistent with and furthers the objectives of the City of Miramar Consolidated Plan for Community Planning and Development Programs, and is hereby approved.

Section 3: That the appropriate City officials are authorized to execute the FY2015 HOME Interlocal Agreement with Broward County, 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 4: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution

Temp. Reso. No. 6009
2/29/16
3/24/16

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	_____

Exhibit A

AGREEMENT

Between

BROWARD COUNTY

and

CITY OF MIRAMAR

for

PROVIDING FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR SUBSTANTIAL HOUSING REHABILITATION - MINOR HOME REPAIR PROGRAM

FY 2015 FUNDING

IN THE AMOUNT OF $124,204

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EXHIBIT "G"	REQUEST FOR PAYMENT
EXHIBIT "H"	INSURANCE REQUIREMENT

AGREEMENT

Between

BROWARD COUNTY

and

CITY OF MIRAMAR

for

PROVIDING FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR SUBSTANTIAL HOUSING REHABILITATION - MINOR HOME REPAIR PROGRAM

FY 2015 FUNDING

IN THE AMOUNT OF $124,204

This is an Agreement ("Agreement"), made and entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

and

CITY OF MIRAMAR, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," collectively referred to as the "Parties".

RECITALS

WHEREAS, pursuant to 24 CFR Part 92.101, the Parties entered into a standard form HOME Consortium Cooperation Agreement approved by the Board on June 9, 2009, providing for the Parties' inclusion in the Broward County HOME Investment Partnerships Program Consortium ("HOME Consortium"), and providing for COUNTY to be the HOME Consortium's representative member or lead entity to carry out the objectives of the HOME Program on behalf of all of its members; said HOME Consortium Cooperation Agreement is incorporated herein by reference; and

WHEREAS, COUNTY, as the representative member or lead entity for the HOME Consortium is the recipient of HOME Investment Partnerships Program grant funding ("HOME Funds") from the U.S. Department of Housing and Urban Development "HUD") pursuant to the HOME Investment Partnerships Act ("HOME Act") at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, with implementing

rules and regulations set forth in 24 CFR Part 92 for all members of the HOME Consortium, and COUNTY desires to allocate a portion of the HOME Funds to CITY; and

WHEREAS, on May 12, 2015, the Board adopted Resolution #2015-256, approving FY 2015 - 2016 HOME funding to CITY under COUNTY's HOME Program, for residential rehabilitation activities; and

WHEREAS, COUNTY is required to enter into this Agreement with CITY in order for CITY to perform HOME eligible activities within CITY; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

1.1 **Agreement** - This document, Articles 1 through 12, the exhibits and documents that are expressly incorporated herein by reference.

1.2 **Board** - The Board of County Commissioners of Broward County, Florida.

1.3 **CFR** - The Code of Federal Regulations is the codification of rules and regulations published in the Federal Register by the executive departments and agencies of the federal government of the United States.

1.4 **Contract Administrator** - The Contract Administrator for COUNTY is the Director of the Division or the Assistant Director of the Division. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CITY's Designated Representative, and to manage and supervise execution and completion of the Project and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, the Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Project.

1.5 **County Administrator** - The administrative head of COUNTY appointed by the Board.

1.6 **County Attorney** - The chief legal counsel for COUNTY appointed by the Board.

1.7 **Division** - The Housing Finance and Community Redevelopment Division.

1.8 **HOME or HOME Program** - The HOME Investment Partnerships Program pursuant to Title II of the Cranston National Affordable Housing Act (42 U.S.C. 1271 et seq.), with implementing rules and regulations set forth in 24 CFR Part 92.

1.9 **HOME Funds** - The HOME Investment Partnerships grant funding provided to CITY under this Agreement.

1.10 **HUD** - The United States Department of Housing and Urban Development.

1.11 **Income Eligible Household** - Low-income and very low-income households described in 24 CFR Part 92.2, consisting of families as defined in 24 CFR Part 5.403, with an annual anticipated gross income that does not exceed eighty percent (80%) and fifty percent (50%) respectively, of the median annual income for the area, as determined by HUD, with adjustments for family size for households within the metropolitan statistical area for Broward County, or the non-metropolitan median for the State, whichever is greater.

1.12 **Project** - The Project consists of the services described in Article 2.

1.13 **Property** - The property(ies) assisted with HOME Funds under this Agreement for the Project.

1.14 **Rules and Regulations of HUD** - The rules and regulations of HUD including, but not limited to, 24 CFR Part 92, "HOME Investment Partnerships Program"; Fair Housing Act, 42 U.S.C. 3601 et seq.; Section 301 of the Housing and Urban-Rural Recovery Act of 1983; Pub. Law No. 98-181, 97 Stat. 1155, CPD Notice 92-18, Procedures for the Cash and Management Information (CMI) System for the HOME Program, the applicable provisions of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards"; 24 CFR Part 91 "Consolidated Submissions for Community Planning and Development Programs" and any Executive Orders issued by the Federal Government impacting the HOME Program; as amended from time to time, and which are incorporated herein by reference.

1.15 **Subconsultant** or **Subcontractor** - A firm, partnership, corporation, independent contractor (including 1099 individuals), or combination thereof providing services under this Agreement through CITY for all or any portion of the work or activities. The term "Subconsultant" shall include all "Subcontractors" and the term "Subcontractor" shall include all "Subconsultants."

ARTICLE 2 - PREAMBLE

2.1 Pursuant to 24 CFR Part 92, HUD allocates HOME funds by formula among eligible State and local governments to strengthen public-private partnerships

and to expand the supply of decent, safe, sanitary, and affordable housing, with primary attention to rental housing, for very low-income and low-income families.

2.2 Pursuant to 24 CFR Part 92.105, COUNTY has been designated by HUD as a participating jurisdiction, and receives its HOME funding allocation pursuant to the Consolidated Plan submitted to and approved by HUD in accordance with 24 CFR Part 91. COUNTY may use HOME funding to carry out multi-year housing strategies through acquisition (including homebuyer activities and purchase assistance), rehabilitation, new housing construction, and tenant-based rental assistance.

2.3 Under the Rules and Regulations of HUD, COUNTY is the administrator for the Program and is mandated to comply with all applicable statutes, codes, rules, and regulations of the United States as to the allocation and expenditure of HOME Funds as well as protecting the interests of certain classes of individuals who reside in COUNTY.

2.4 COUNTY desires to disburse HOME Funds to CITY and has obtained assurances from CITY that it will comply with all applicable statutes, codes, rules, and regulations of the United States, the Rules and Regulations of HUD, the State of Florida, and COUNTY relating to the Project and the Program, as a condition precedent to the release of such HOME Funds to CITY.

2.5 COUNTY shall conduct all programs and activities relating to housing and community development in a manner that affirmatively furthers fair housing. COUNTY shall fund only subrecipients who have taken steps to promote fair housing.

2.6 In the event CITY is found to be taking actions designed to discourage affordable housing for sale or rent within the boundaries of COUNTY, CITY shall not be eligible to receive HOME Funds under this Agreement.

2.7 In accordance with 2 CFR Part 2400.101, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth in 2 CFR Part 200 are applicable to the HOME Funds provided by COUNTY under this Agreement. In accordance with 2 CFR Part 200.101(b)(3), with the exception of the requirements set forth in 2 CFR Part 200, Subpart F, Audit Requirements, in the event any of the provisions of Federal statutes or regulations relating to the HOME Program differ from the provisions set forth in 2 CFR Part 200, the provision of the Federal statutes or regulations shall govern.

2.8 This Agreement is subject to the availability of funds as more specifically described in Articles 4 and Article 10.

ARTICLE 3 - PROJECT

3.1 CITY shall provide residential rehabilitation activities for Income Eligible Households as outlined in Exhibit "A," Project Description.

3.2 CITY shall comply with Exhibit "B," Costs/Budget for Project, and Exhibit "C," Timetable/Schedule for Project. Failure to maintain the implementation schedule within sixty (60) days of the deadlines set forth in Exhibit "C" may warrant a full review by the Division to meet HUD's required expenditure rates for the Program year. In the event CITY fails to maintain the implementation schedule within ninety (90) days of the deadlines identified in Exhibit "C," COUNTY may terminate this Agreement in accordance with Article 10, and may transfer all uncommitted and unexpended funds to the contingency account or be reprogrammed by COUNTY consistent with the Rules and Regulations of HUD for the HOME Program.

3.3 The Division may issue a Stop Order to CITY which shall halt all work on the Project in the event the work is not being performed according to the terms of this Agreement or when, in the Division Director's judgment, CITY, or any of its Subcontractors, have violated federal guidelines and regulations, or the terms of this Agreement.

3.4 The Division will carry out periodic monitoring and evaluation activities as determined necessary by the Division. The continuation of this Agreement is dependent upon satisfactory evaluations by the Division. Such evaluation will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to the Project's scheduling, budget, in-kind contributions and output measures. Upon request, CITY shall furnish to the Division Director, COUNTY, or their designees, such records and information related to the Project as is determined necessary by the Division Director or COUNTY. CITY shall submit on a monthly and quarterly basis, and at other times upon the request of the Division Director, information and status reports required by the Division, COUNTY, or HUD on forms approved by the Division Director.

3.5 CITY shall meet with COUNTY at reasonable times and with reasonable notice to discuss the Project.

3.6 CITY shall provide COUNTY with Monthly Progress Reports utilizing the form provided in Exhibit "D," which shall indicate the status of all outstanding work that has been authorized by COUNTY for the Project. The first Monthly Progress Report shall be due one (1) month after the complete execution of this Agreement by the Parties. Following completion of the Project, CITY shall complete and submit to COUNTY the Project Completion Form set forth in Exhibit "F."

3.7 The Parties shall cooperate in the preparation of any and all reports required under this Agreement. CITY shall furnish to COUNTY any information COUNTY requests for preparation of reports required under the Rules and Regulations of HUD, specifically 2 CFR Part 200 and 24 CFR Part 92 including, but not limited to, the Consolidated Plan and the Annual Performance Report.

3.8 CITY shall use its own procurement procedures for the procurement of property and services, which shall reflect applicable state and local laws and regulations; and all procurement shall conform to applicable federal law and the applicable Procurement Standards set forth in 2 CFR Part 200, Subpart D.

3.9 CITY shall not charge any servicing, origination, or other fees for the costs of administering the Project, except as permitted under 24 CFR Part 92.214(b)(1).

3.10 CITY shall ensure that the recapture and affordability restrictions set forth in 24 CFR Part 92.503 are enforced by requiring each Income Eligible Homeowner to execute a Mortgage, Promissory Note, and a Declaration of Restrictive Covenants in favor of CITY, for the amount of home repair being provided. The documents shall be executed in a form substantially similar to the documents provided by COUNTY to CITY for CITY's use, for an affordability period of ten (10) years consistent with the requirements set forth in 24 CFR Part 92.503, and as further described in Exhibit "A," Project Description.

3.11 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data recorded in the Fort Lauderdale/Hollywood International Airport Weather Station.

ARTICLE 4 - FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS

4.1 The maximum amount of HOME Funds payable by COUNTY under this Agreement shall be set forth in the applicable category(ies) below:

Check applicable category(ies): [X] Regular HOME Dollars - $124,204
[ ] CHDO Dollars - 15% Community Housing Development Organization (CHDO) set-aside

4.2 COUNTY shall reimburse CITY for the Project expenses incurred as provided in Exhibit "B," Costs/Budget for Project, provided a suspension of payment as provided in this Agreement has not occurred, and provided further that CITY complies with the procedures for invoices and payments as set forth in this Article. At no time shall COUNTY distribute HOME Funds to CITY if it has not provided the required deliverables. In the event HUD reduces the HOME funding

allocation to the HOME Consortium, COUNTY shall reduce CITY's allocation proportionately.

4.3 Regular HOME Dollars. Regular HOME Dollars means HOME Funds allocated by COUNTY to CITY under this Agreement in accordance with 24 CFR Part 92 and that are not designated as a fifteen percent (15%) CHDO set-aside, as described in Section 4.4.

4.4 CHDO Dollars. COUNTY, as the participating jurisdiction pursuant to 24 CFR Part 92.300, is required to set-aside fifteen percent (15%) of HUD's annual fiscal year HOME funding allocation to COUNTY specifically for CHDO development-related activities. CHDOs are established pursuant to 24 CFR Part 92, Subpart G, Community Housing Development Organization, to receive the set-aside HOME Program funding, and must be approved by COUNTY for the primary purpose of developing affordable housing for CITY. CITY shall administer the fifteen percent (15%) CHDO set-aside in accordance with 24 CFR Part 92.300, and shall enter into an agreement with a COUNTY-approved CHDO to provide the HOME eligible activities under this Agreement.

4.5 CITY shall invoice COUNTY monthly, if eligible Projects expenditures have been made, utilizing the form provided in Exhibit "G," Request for Payment, for eligible Project costs described in Exhibit "A," Project Description, and 24 CFR Part 92.206, on the following basis:

4.5.1 CITY shall provide COUNTY with documentation of costs associated with any CITY personnel providing services for the Project.

4.5.2 CITY shall provide COUNTY with an executed original of any contracts with Subcontractors authorizing services, work, or activities to be performed for the Project.

4.5.3 CITY shall submit a certified copy of the purchase order authorizing the work or activities for which it is invoicing.

4.5.4 CITY shall submit to COUNTY a certified copy of all Subcontractor invoices for the Project indicating the services, work, activities, or materials for which it is invoicing.

4.5.5 CITY's administrator or the administrator's authorized representative shall certify that the services, work, activities, or materials being invoiced has been received or completed.

4.5.6 Upon submittal of the final invoice for reimbursement of eligible Project expenditures made during the term of this Agreement, CITY shall provide COUNTY with a final and complete Monthly Progress Report, utilizing the form provided in Exhibit "D."

4.6 Following receipt of invoices and supporting documentation, as described in Section 4.3, the Division shall review the invoices and supporting documentation to determine whether the items invoiced have been received or completed and that the invoiced items are proper for payment. Upon determination by the Division that the items invoiced have been received or completed, the Division shall make payment to CITY the amount it determines to be payable. Payment for travel expenses, if any, shall be made in accordance with COUNTY guidelines for travel reimbursement.

4.7 CITY shall not be entitled to payment by COUNTY for any invoices if received by COUNTY later than sixty (60) days after expiration or earlier termination of this Agreement; however, invoices for impact fees, if applicable, will be honored by COUNTY for up to twelve (12) months after expiration or earlier termination of this Agreement.

4.8 COUNTY shall pay CITY within thirty (30) calendar days from receipt of CITY's Request for Payment for reimbursement of eligible Project expenses, in accordance with COUNTY's Prompt Payment Ordinance, Section 1-51.6, Broward County Code of Ordinances.

4.9 CITY shall expend the HOME Funds allocated to the Project by the end of the term of this Agreement. All HOME Funds not expended within the term of this Agreement shall remain in the custody and control of COUNTY. CITY shall ensure there is an expenditure of HOME Funds within twelve (12) months of execution of this Agreement by the Parties, and thereafter, every ninety (90) days, wherever possible.

4.10 COUNTY may suspend payment under this Agreement for any of the following events:

4.10.1 Ineligible use of HOME Funds;

4.10.2 Failure to comply with the terms of this Agreement;

4.10.3 Failure to submit reports as required, including a favorable audit report;

4.10.4 Submittal of incorrect or incomplete reports in any material respect; and

4.10.5 Failure to comply with the indemnification obligations under this Agreement.

In the event COUNTY elects to withhold payment to CITY pursuant to this Section 4.10, COUNTY shall specify the action(s) that must be taken by CITY as a condition precedent to resumption of payments, and should specify a reasonable date for compliance.

4.11 CITY shall not request disbursement of HOME Funds under this Agreement until the HOME Funds are needed for the payment of eligible costs as described in 24 CFR Part 92.209. Program Income, repayments, or recaptured funds, as described in 24 CFR Part 92.503, hereinafter collectively referred to as ("recapture monies"), derived from the Project shall be accounted for by CITY and reported to COUNTY utilizing the Monthly Progress Report set forth in Exhibit "D." Program Income, as defined in 24 CFR Part 92.2, received by CITY from HOME eligible activities shall be deducted first by CITY from any invoice submitted by CITY for eligible costs. The remaining balance of eligible costs shall be requested from COUNTY utilizing the Request for Payment form provided in Exhibit "G."

4.12 Payments to CITY shall be sent to:

City of Miramar
Attention: City Manager
2300 Civic Center Place
Miramar, Florida 33025

4.13 Any documentation required under this Agreement shall be furnished to COUNTY at the following address:

Ralph Stone, Director
Broward County Housing Finance and Community Redevelopment Division
110 N.E. 3rd Street, Third Floor
Fort Lauderdale, Florida 33301

4.14 At the sole discretion of the Division Director, unexpended HOME Funds not provided to or reimbursed to CITY under the terms of this Agreement may be reallocated by COUNTY to other HOME Program projects approved for funding by the Board.

4.15 Any HOME Funds paid to CITY in excess of the amount to which CITY is finally determined to be entitled to under this Agreement shall be repaid to COUNTY within a reasonable period after demand, and if not paid, COUNTY may reduce the debt by making an administrative offset against other requests for reimbursements.

4.16 Notwithstanding any provision of this Agreement to the contrary, COUNTY shall not be required to reimburse CITY any HOME Funds under this Agreement, if COUNTY is not able to obtain such funding from HUD for the payment of these costs, and COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by COUNTY.

4.17 Notwithstanding any provision in this Agreement to the contrary, in the event COUNTY is required to repay HUD any HOME funding received from HUD for the Project, pursuant to any repayment requirements set forth in 24 CFR Part 92, or any other applicable Rules and Regulations of HUD, CITY may be required to repay COUNTY such HOME Funds in accordance with the repayment provisions set forth in Section 8.5 of this Agreement.

ARTICLE 5 - LIABILITY AND INDEMNIFICATION

5.1 CITY is a state agency under Section 768.28, Florida Statutes, and shall be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

5.2 In the event CITY contracts with a Subcontractor to perform any work or activities for the Project, any contract with such Subcontractor shall include the following provisions, in substantially the form provided below:

5.2.1 Indemnification: To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless Broward County, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Subcontractor and persons employed or utilized by Subcontractor in the performance of this Contract. These indemnifications shall survive the term of this Contract.

ARTICLE 6 - INSURANCE

6.1 CITY is a state agency under Section 768.28, Florida Statutes, and shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement. In the event CITY elects to purchase excess liability coverage, Broward County, shall be named as an additional insured and certificate holder under said policy, and COUNTY shall be notified of said coverage and provided evidence of same.

6.2 In the event CITY contracts with a Subcontractor, to provide any of the work or activities set forth herein, the contract shall require the Subcontractor, at a minimum, to maintain in full force and effect, at Subcontractor's sole cost and expense, during the term of the contract, insurance of the types and amounts as provided in Exhibit "H," Insurance Requirement, attached hereto, and name Broward County as an additional insured.

ARTICLE 7 - ASSURANCES AND CERTIFICATIONS

7.1 CITY shall comply with all applicable federal, state, and county laws, ordinances, codes, and regulations relating to the use of HOME Funds including, but not limited to, the Rules and Regulations of HUD, and requirements which may be imposed by the HOME Consortium. Any conflict or inconsistency between the any federal, state, or county regulations and this Agreement shall be resolved in favor of the more restrictive regulations.

7.2 CITY shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other association.

7.3 CITY shall comply with the requirements set forth in the Division's "Procedures Manual for Subrecipients," as may be amended from time to time, and incorporated herein by reference. COUNTY will provide CITY with a copy of the manual and any amendments thereto.

7.4 CITY shall not use HOME Funds to support or engage in any explicitly religious activities including, but not limited to, activities that involve overt religious content such as worship, religious instruction, or proselytization, as further described in 24 CFR Part 92.257.

7.5 CITY certifies, to the best of its knowledge and belief, that:

7.5.1 No federal appropriated funds have been paid or will be paid, by or on behalf of CITY, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

7.5.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, CITY shall complete and submit to COUNTY Standard Form - LLL, "Disclosure Form to Report Lobbying," set forth in Appendix B to 24 CFR Part 87, in accordance with its instructions.

7.5.3 The language of this Section 7.5 shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and all subgrantees shall be required to certify and disclose accordingly.

7.6 CITY shall comply with the requirements set forth in 24 CFR Part 92.50 and 24 CFR Part 5.105, Other Federal requirements, as applicable to the Project, including, but not limited to, the following:

7.6.1 Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and implementing regulations at 24 CFR Part 146, which prohibit discrimination of persons on the basis of race, color, or national origin, including, but not limited to, exclusion from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity for which CITY receives federal financial assistance.

7.6.2 Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.), which prohibits discrimination of persons on the basis of race, color, religion, sex, and national origin in housing practices.

7.6.3 Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the implementing regulations set forth in 24 CFR Part 146, which prohibit discrimination of persons on the basis of age under any program, or activity for which CITY receives federal financial assistance.

7.6.4 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations set forth in 24 CFR Part 8, which prohibit discrimination of qualified individuals with disabilities in participating in, or receiving benefits and services under any program or activity for which CITY receives financial federal assistance.

7.6.5 Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), which requires certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped persons.

7.6.6 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination of individuals on the basis of race, color, sex, national origin, religion, or age.

7.6.7 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations set forth in 24 CFR Part 135, as applicable), which provides for training, employment, contracting, and other economic opportunities for low and very low-income persons.

7.6.8 The disclosure requirements and prohibitions set forth in 31 U.S.C. 1352 and implementing regulations set forth in 24 CFR Part 87; and the

requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).

7.6.9 The prohibitions set forth in 2 CFR Part 2424 relating to the use of debarred, suspended, or ineligible contractors and participants.

7.6.10 The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and the implementing regulations set forth in 2 CFR Part 2429.

7.7 CITY shall comply with the recordkeeping and reporting requirements under this Agreement and 24 CFR Part 92, as applicable, to enable COUNTY to comply with its recordkeeping and reporting requirements set forth in 24 CFR Part 92.508.

7.8 In addition to the audit rights, and retention of records requirements set forth in Section 12.4, CITY shall provide COUNTY, HUD, and the Comptroller General of the United States, through any of their duly authorized representative, access to any books, documents, papers, and records of CITY, or its Subcontractors providing Project services under this Agreement, which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The rights of access granted under this Section 7.8 shall not be limited to the required retention of records period set forth in Section 12.4, and shall remain in effect for as long as the records are retained.

ARTICLE 8 - FINANCIAL RESPONSIBILITY

8.1 CITY shall comply with the requirements, standards, and the applicable provisions set forth in 2 CFR Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards."

8.2 CITY shall comply with the audit requirements set forth in 2 CFR Part 200, Subpart F, "Audit Requirements," and any revisions, as applicable. The audit required under 2 CFR Part 200 must be filed with COUNTY within one hundred twenty (120) days after the close of the fiscal year of CITY. All HOME Funds provided by COUNTY should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.

8.3 CITY shall use HOME Funds provided by COUNTY only for eligible Project activities specifically outlined in this Agreement.

8.4 CITY shall budget and expend all HOME Funds provided by COUNTY under this Agreement in accordance with the Division's "Procedures Manual for Subrecipients," described in Section 7.3.

8.5 In addition to COUNTY's right to terminate this Agreement in accordance with Article 10, CITY shall be required to repay to COUNTY, in COUNTY's sole discretion, any HOME Funds determined by COUNTY to be ineligible for reimbursement under the terms of this Agreement including, but not limited to, in the following events:

8.5.1 Use of any HOME Funds for ineligible Project expenses or activities, including any over payments by COUNTY.

8.5.2 Any HOME Funds expended by CITY, or any of its Subcontractors, in violation of this Agreement.

In the event CITY is required to repay COUNTY any HOME Funds pursuant to this Section 8.5, CITY shall repay such funds from nonfederal resources within thirty (30) days of notice provided by COUNTY, and if not paid, COUNTY may, in its sole discretion, elect to withhold payment on any subsequent request for payment by CITY, or reduce CITY's obligation to repay COUNTY by making an administrative offset against any request for payment. COUNTY, in its sole discretion, may reallocate any funds CITY repays to COUNTY pursuant to the terms of this Agreement to other eligible HOME projects. This provision shall survive the expiration or earlier termination of this Agreement.

8.6 CITY shall disclose to COUNTY any and all third party funding, whether public or private, for the Project. No COUNTY funding shall be used to supplant existing third party funding.

8.7 Reversion of Assets. Upon expiration or earlier termination of this Agreement, CITY shall transfer to COUNTY any HOME Funds on hand at the time of expiration or earlier termination, and any accounts receivable attributable to the use of HOME Funds.

8.8 Withdrawal from the HOME Consortium.

8.8.1 In the event CITY elects to withdraw from the HOME Consortium in subsequent three (3) year consortia qualifications periods, and CITY is designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 CFR Part 92, Subpart C, and receive HOME Funds to operate its own HOME Program, COUNTY shall transfer to CITY on the effective date of CITY's withdrawal from the HOME Consortium any recapture monies in its possession, as provided in Section 4.11, that are attributable to CITY's HOME funding allocation. In this event, upon transfer of the HOME Funds to CITY, CITY shall assume all obligations and responsibilities attributable to such HOME Funds.

8.8.2 In the event CITY elects to withdraw from the HOME Consortium in subsequent three (3) year consortia qualifications periods, and CITY is not designated by HUD as a HOME Participating Jurisdiction pursuant to

24 CFR Part 92, Subpart C, CITY shall transfer to COUNTY, within sixty (60) days of the effective date of CITY's withdrawal from the HOME Consortium, any recapture monies in its possession, as provided in Section 4.11, that are attributable to CITY's HOME funding allocation during the period of time CITY was a HOME Consortium member. In this event, COUNTY shall retain all obligations and responsibilities attributable to such HOME Funds.

8.8.3 In the event CITY elects to withdraw from the HOME Consortium as provided in this Section, and if the applicable three (3) year consortia qualification period overlaps with the term of this Agreement, CITY shall provide COUNTY with notice of termination of this Agreement for convenience as provided in Article 10, and CITY shall transfer to COUNTY any recapture monies in its possession, as provided in Section 4.11, that are attributable to CITY's HOME funding allocation during the period of time CITY was a member of the HOME Consortium within sixty (60) days of termination of this Agreement.

8.9 Affirmative Marketing Policy. CITY shall comply with the Affirmative Marketing Policy, set forth in Exhibit "E," as it relates to marketing the Project to Income Eligible Households.

ARTICLE 9 - TERM OF AGREEMENT

The term of this Agreement shall commence retroactively to October 1, 2015, and shall end September 30, 2017, as further described in Exhibit "C," Timetable/Schedule for Project, unless terminated earlier or extended pursuant to the terms of this Agreement. CITY shall expend the HOME Funds allocated to the Project within the term of this Agreement. CITY may submit a written request for an extension to the term of this Agreement to the Division Director no less than ninety (90) days prior to the expiration date. In the event the Division Director approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.18.

ARTICLE 10 - TERMINATION

10.1 This Agreement is subject to the availability of HOME funding from HUD. In the event HUD terminates, suspends, discontinues, or substantially reduces the HOME funding for the Project activity under this Agreement, COUNTY may terminate this Agreement upon CITY's receipt from COUNTY of no less than Twenty-four (24) hours' notice. COUNTY shall be the final authority as to the availability of HOME Funds.

10.2 Termination for Cause.

10.2.1 This Agreement may be terminated for cause by COUNTY, at the discretion of and through the County Administrator, if CITY fails to comply

with any terms under this Agreement and has not corrected the breach within five (5) days after receipt of written notice from COUNTY identifying the breach. Any notice of termination provided by COUNTY pursuant to this Subsection 10.2.1 shall also provide CITY with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. CITY shall file an appeal within five (5) days of receipt of COUNTY's notice of termination.

10.2.2 Termination for cause by COUNTY may include, but is not limited to, CITY's failure to commence work on the Project, as set forth in Exhibit "C," Timetable/Schedule for Project, within ninety (90) days from the date of complete execution of this Agreement by the Parties, repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives under this Agreement, failure to repay COUNTY as provided in Section 8.5, or contracting with a Subcontractor to provide any Project services under this Agreement who has been debarred, suspended, or is otherwise excluded from, or ineligible for participation in, any federal assistance program subject to 2 CFR Part 2424. The Agreement may also be terminated for cause if CITY is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes.

10.2.3 In the event this Agreement is terminated by COUNTY for cause, CITY shall repay to COUNTY any HOME Funds determined by COUNTY to be due in accordance with Section 8.5. COUNTY may, in its sole discretion, reduce CITY's obligation to repay COUNTY by making an administrative offset against any requests by CITY for payment up to the effective date of termination as provided in Section 10.4.

10.3 Termination for Convenience. This Agreement may be terminated for convenience by either party, which termination date shall be not less than thirty (30) days after the date of such written notice. Termination for convenience for COUNTY shall be by the Board. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If COUNTY erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

10.4 In the event this Agreement is terminated for any reason, COUNTY will reimburse CITY upon receipt of a Request for Payment utilizing the form

provided in Exhibit "G," for documented and committed eligible Project expenses in accordance with the terms of this Agreement and Exhibit "B," Costs/Budget for Project, incurred by CITY prior to the effective date of termination of this Agreement. For purposes of this Agreement, documented and committed eligible Project expenses means any verifiable committed expense including, but not limited to, a Purchase Order for payment of materials and supplies, executed by CITY or a Subcontractor on CITY's behalf, for Project activities under this Agreement. However, CITY shall not encumber any HOME Funds under this Agreement after either party provides written notice of termination to the other party. Any payment by COUNTY pursuant to this Section 10.4 is subject to the repayment provisions in Section 8.5.

10.5 Notice of suspension or termination of this Agreement shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

10.6 In the event CITY elects to terminate this Agreement, or withdraw from the HOME Consortium in accordance with the provisions set forth in 24 CFR Part 92, Subpart C, CITY shall not be entitled to receive any unused portion of the HOME funding allocated to CITY.

10.7 Notice of suspension or termination of this Agreement shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

10.8 In the event this Agreement is terminated for any reason, any amounts due CITY shall be withheld by COUNTY until all documents are provided to COUNTY pursuant to Section 12.1 of Article 12.

ARTICLE 11 - NOTICES

In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Article.

FOR COUNTY:

Ralph Stone, Director
Broward County Housing Finance and Community Redevelopment Division
110 N.E. 3rd Street, Third Floor
Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

FOR CITY:

City of Miramar
Attention: City Manager
2300 Civic Center Place
Miramar, Florida 33025
Email address: kwoodsrichardson@miramarfl.gov

ARTICLE 12 - MISCELLANEOUS

12.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY, and, if a copyright is claimed, CITY grants to COUNTY and the Federal Government a non-exclusive, royalty free, and irrevocable license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CITY, whether finished or unfinished, shall become the property of COUNTY including, but not limited to, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by CITY to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CITY shall be withheld until all documents are received as provided herein. CITY shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).

12.2 EQUAL EMPLOYMENT OPPORTUNITY

No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

CITY shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of

Transportation funds shall comply with the non-discrimination requirements in 49 CFR Parts 23 and 26.

Failure by CITY to carry out any of the requirements of this Section shall constitute a material breach of this Agreement, which shall permit COUNTY to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

By execution of this Agreement, CITY represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from CITY all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

12.3 PUBLIC RECORDS

COUNTY is a public agency subject to Chapter 119, Florida Statutes. To the extent CITY is a contractor acting on behalf of COUNTY pursuant to Section 119.0701, Florida Statutes, CITY shall:

12.3.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by COUNTY were COUNTY performing the services under this Agreement;

12.3.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

12.3.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

12.3.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in possession of CITY upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

The failure of CITY to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and COUNTY shall enforce the default in accordance with the provisions set forth in Section 10.2.

12.4 AUDIT RIGHTS, AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of CITY and its Subcontractors that are related to this Agreement. CITY and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All books, records, and accounts of CITY and its Subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CITY, or its Subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

CITY and its Subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the minimum required retention period set forth in 24 CFR Part 92, of five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

CITY shall ensure that the requirements of this Section are included in all agreements with its Subcontractors.

12.5 TRUTH-IN-NEGOTIATION REPRESENTATION

CITY's compensation under this Agreement is based upon representations supplied to COUNTY by CITY, and CITY certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. COUNTY shall be entitled to recover any damages it incurs to the extent such representation is untrue.

12.6 PUBLIC ENTITY CRIME ACT

CITY represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, CITY further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act

defined as a "public entity crime" regardless of the amount of money involved or whether CITY has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this Section is false, COUNTY shall have the right to immediately terminate this Agreement and recover all HOME Funds paid to CITY under this Agreement.

12.7 INDEPENDENT CONTRACTOR

CITY is an independent contractor under this Agreement. In providing Services under this Agreement, neither CITY nor its agents shall act as officers, employees, or agents of COUNTY. CITY shall not have the right to bind COUNTY to any obligation not expressly undertaken by COUNTY under this Agreement.

12.8 THIRD PARTY BENEFICIARIES

Neither CITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against either of them based upon this Agreement.

12.9 ASSIGNMENT AND PERFORMANCE

Except for subcontracting approved in writing by COUNTY at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by CITY without the prior written consent of COUNTY. If CITY violates this provision, COUNTY shall have the right to immediately terminate this Agreement. CITY represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. CITY agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

12.10 CONFLICT OF INTEREST

CITY shall comply with the requirements set forth in 24 CFR Part 92.356 relating to the Conflict of Interest provisions. Any possible conflicting interest on the part of CITY, its officers, employees, or agents, shall be disclosed in writing to the Division.

12.11 CONFLICTS

Neither CITY nor its employees shall knowingly have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CITY's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. None of CITY's officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or CITY is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude CITY or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. CITY shall not be in violation of this paragraph unless it has actual knowledge of such conduct of its officers or employees.

In the event CITY is permitted pursuant to this Agreement to utilize Subcontractors to perform any services required by this Agreement, CITY shall require such Subcontractors, by written contract, to comply with the provisions of this Section to the same extent as CITY.

12.12 MATERIALITY AND WAIVER OF BREACH

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

12.13 COMPLIANCE WITH LAWS

CITY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

12.14 SEVERABILITY

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

12.15 JOINT PREPARATION

This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

12.16 INTERPRETATION

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

12.17 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 12 of this Agreement, the provisions contained in Articles 1 through 12 shall prevail and be given effect. In the event there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to any services performed under this Agreement, the more stringent state or federal provision shall prevail.

12.18 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CITY or others delegated authority to or otherwise authorized to execute same on their behalf. The County Administrator shall be authorized to execute amendments that extend the term of the Agreement or that change the Project, so long as the Project consists of eligible activities under 24 CFR Part 92. The Division Director shall be authorized to approve, in writing, line item budget changes to the information set forth in Exhibit "B," Costs/Budget for Project, during the term of this Agreement and for sixty (60) days after expiration or earlier termination of this Agreement, as provided in Section 4.7 of this Agreement, in order to reconcile CITY's expenditures of HOME Funds, provided such changes do not

result in an increase in the HOME Funds set forth in Section 4.1 of this Agreement, and Exhibit "B." The written document from the Division Director approving such changes shall be deemed incorporated into this Agreement.

12.19 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

12.20 PRIOR AGREEMENTS

This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

12.21 PAYABLE INTEREST

12.21.1 Payment of Interest. COUNTY shall not be liable to pay any interest to CITY for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CITY waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

12.21.2 Rate of Interest. If, for whatever reason, the preceding subsection is determined to be invalid or unenforceable by a court of competent

jurisdiction, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

12.22 INCORPORATION BY REFERENCE

Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits "A" - "H" are incorporated into and made a part of this Agreement. The Rules and Regulations of HUD and any other HUD regulations addressed in this Agreement which are not specifically identified in the definition contained in Section 1.14 shall be incorporated herein by reference.

12.23 LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party, this Agreement shall be amended to make such insertion.

12.24 SURVIVAL

Either party's right to monitor, evaluate, enforce, audit and review, any obligations to indemnify and insure, any assurances and certifications, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement which contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

12.25 FURTHER ASSURANCE

The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents, and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

12.26 TIME IS OF THE ESSENCE

Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

12.27 SPECIFIC PERFORMANCE

In addition to all other remedies, CITY's obligations contained herein shall be subject to the remedy of specific performance by appropriate action commenced in a court of competent jurisdiction.

12.28 FORCE MAJEURE

If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

12.29 COUNTY BUSINESS ENTERPRISE PROGRAM

COUNTY has established a policy relating to County Business Enterprise ("CBE") program participation in all COUNTY contracts. Although this Agreement does NOT have assigned CBE goals, CITY shall comply with the procurement standards set forth in 2 CFR Part 200.321.

12.30 REPRESENTATION OF AUTHORITY

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

12.31 DESIGNATED REPRESENTATIVE

CITY's Designated Representative under this Agreement is the City Manager.

12.32 COUNTERPARTS AND MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through the County Administrator, authorized to execute same by action of the Board on May 12, 2015, and CITY OF MIRAMAR, signing by and through its Mayor duly authorized to execute same.

COUNTY

WITNESSES:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

BROWARD COUNTY, through the County Administrator

By_____
Bertha Henry

____day of _____, 2016

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Insurance requirements
approved by Broward County
Risk Management Division

By_____
Signature (Date)

_____
Print Name and Title above

By_____
Patrice M. Eichen (Date)
Assistant County Attorney

PME:dp
HOME ILA Miramar Rehab Activities
02/03/16
#16-129.12

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF MIRAMAR PROVIDING FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR SUBSTANTIAL HOUSING REHABILITATION – MINOR HOME REPAIR PROGRAM.
FY 2015 FUNDING, IN THE AMOUNT OF $124,204

CITY

CITY OF MIRAMAR

By: _____
Kathleen Woods-Richardson
City Manager

ATTEST:

_____
Denise A. Gibbs, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar only:

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

EXHIBIT "A"

PROJECT DESCRIPTION

FY 2015 FUNDING

Project Description – City of Miramar Substantial Housing Rehabilitation - Minor Home Repair Program

Allocation HOME Funds $124,204

The HOME Funds in the amount of $124,204 provided by COUNTY to CITY under the Agreement shall be used for housing rehabilitation and minor home repair activities as follows:

A minimum of two (2) Income Eligible Homeowners shall be assisted in an amount up to Fifty Thousand Dollars ($50,000) per homeowner, including all rehabilitation costs defined in the Agreement for HOME Eligible Activities. Applicants will be processed by CITY on a first come, first qualified, first served basis. CITY's Program shall be administered in accordance with CITY's Local Housing Assistance Plan (LHAP).

CITY shall comply with HOME Rules and Regulations governing the Project, including but not limited to the following:

- Maximum value of a property after rehabilitation work is limited to Section 203 (b) of 24 C.F.R. Part 92.
- Lead based paint testing and abatement, as needed 24 C.F.R. Part 92.355.
- Income Eligible Households shall refer to households whose maximum income shall be less than 80% of the County median.
- Federal procurement procedures set forth in 24 C.F.R. Part 92.505 are applicable to the selection of the contractor.
- Ensure that the recapture and affordability restrictions set forth in the Agreement are followed.
- Provide COUNTY with an individual scope of work and a tax assessment for each property to be assisted prior to committing any HOME funds.
- Review tax assessed value and scope of work to determine if the value of the property after rehabilitation work is completed meets HOME guidelines.

EXHIBIT "B"

COSTS/BUDGET FOR PROJECT

Funding Sources		
Category	**HOME**	**Total**
A Construction	$100,000	$100,000
B. Inspections	$8,000	$8,000
C. Contractual Services	$14,904	$14,904
D. Appraisal	$800	$800
E. Other (Itemize) Doc Stamp/Recording Fee	$500	$500
F. Totals	**$124,204**	**$124,204**

BUDGET NARRATIVE FY 2015 FUNDING

A. Construction

Minor Home Repair – Construction hard costs 2 Clients – Average between $50,000-$100,000

B. Inspections (Construction Soft Costs)

General Inspection, Lead, and/or Mold Inspection $8,000

C. Contractual Services (Project Management and Implementation)

Implementation and program management of CITY's HOME program and projects $14,904

D. Appraisals (Determine after-rehab value) $800

E. Other (Doc Stamps and Recording Fees) $500

F. Total $124,204

EXHIBIT "C"

TIMETABLE/SCHEDULE FOR PROJECT

WORK TASKS	START-UP	COMPLETION
Identify and process Income Eligible Households	October 2015	March 2017
Provide Monthly Progress Reports to COUNTY	One month after execution of Agreement by the Parties	September 2017
Commence Work Write-Ups	One month after execution of Agreement by the Parties	April 2017
Commence Repairs	One month after execution of Agreement by the Parties	June 2017
Repairs Completed	N/A	July 2017
Final Invoice to COUNTY	N/A	August 2017
Provide Close Out Report to COUNTY	N/A	September 2017

EXHIBIT "D"
MONTHLY PROGRESS REPORT

Period Covered: _____ to _____ Date of Report: _____

A. Project Information.

Agency:

Person Preparing the Report:

Signature and Title:

Project Title:

Project Start-up Date:

Project Completion Date:

Amended Completion Date:

B.1 Project Cost.

	Budget	Funds Expended	Percentage
Total Project	$_____	$ _____	_____%
HOME Funding	$_____	$ _____	_____%
Other Funding	$_____	$ _____	_____%

B.2 Declaration of Agency Budget Changes.

Program Income/Recapture:

Source of Program Income/Recapture:

B.3 Other Grant Awards.

Date(s): _____ Dollar Amount _____

Funding Source _____

B.4 Percent of Project Completed to date. _____

EXHIBIT "D"
MONTHLY PROGRESS REPORT
(Continued)

C. 1 Describe specific work tasks and qualified accomplishments completed this month:

Task	Qualified Accomplishments This Month

C.2 Describe success or problems encountered with the Project:

_____

C.3 Anticipated problems or concerns with the Project: Please identify technical assistance needed and/or requested from the Housing Finance and Community Redevelopment Division staff.

_____

C.4 Anticipated advertisements and/or other contractual services: If applicable, has the Housing Finance and Community Redevelopment Division staff been advised and appropriate steps taken to assure compliance?

D. Program Objectives:

Work Tasks	Projected Yearly/ Total Performance	Monthly Progress	Progress YTD	Supporting Documentation

EXHIBIT "D"
MONTHLY PROGRESS REPORT
(Continued)

DIRECT BENEFIT REPORT FORM

Please specify total number of persons or households (as applicable) assisted/served since execution of the Agreement.

Households	Persons	Low to Moderate Income	Low Income	White-Not Hispanic Origin	Black-Not Hispanic Origin	American Indian or Alaskan Native	Hispanic	Asian or Pacific Islander	Female Headed Household

EXHIBIT "E"
AFFIRMATIVE MARKETING POLICY

A. AFFIRMATIVE MARKETING:

1. DISSEMINATION OF INFORMATION

The following methods shall be used to inform the public, owners, and potential tenants about Federal Fair Housing Laws and the marketing policy of the Housing Finance and Community Redevelopment Division.

From time to time, CITY shall canvass the eligible areas disseminating program and fair housing information flyers to tenant associations, civic associations, public service agencies, tenant groups, civic and fraternal organizations, churches, housing counseling, consumer affairs, business and non-profit groups.

Public service announcements will be made on radio and television stations. Press releases will be placed in newspapers and other publications circulated widely in target areas.

The Equal Housing Opportunity logo will be used on all printed materials.

2. PRACTICES AND PROCEDURES

CITY must adhere to the following requirements and practices in order to carry out the affirmative marketing policies of the Housing Finance and Community Redevelopment Division.

Advertise in circulars and periodicals having wide distribution in target areas. Display leaflets, brochures, and other printed materials containing the equal housing logo in conspicuous locations at places frequented by potential tenants and persons least likely to apply for the rental housing.

3. SPECIAL OUTREACH

CITY shall endeavor to notify public of its programs by conducting special outreach activities, including, but not limited to, community organizations, places of worship, employment centers, fair housing groups or housing counseling agencies.

4. FAILURE TO COMPLY WITH REQUIREMENTS

Failure on the part of CITY to comply with the affirmative marketing requirements provided herein, or to cure or remedy identified violations within thirty (30) days of notification of violations shall result in suspension of undisbursed HOME funds remaining in/ under this Agreement.

EXHIBIT
AFFIRMATIVE MARKETING POLICY
(continued)

B. CIVIL RIGHTS

No person shall be discriminated upon based on race, color, sex, age, marital status, handicap, religion, or national origin in the rental, lease, sale, or use of the property to be constructed with HOME Investment Partnerships Program (HOME) Funds obtained through the HOME Program in accordance with Title 8 of the Civil Right Act of 1968, 42 U.S.C. 3601-3619, and the HUD Fair Housing Code 24 CFR Parts 14, 100, 103-106, 109, 110, 115, and 121.

C. INTEREST OF PUBLIC BODY

No member of the governing body of Broward County or any employee of the Housing Finance and Community Redevelopment Division may have any interest, direct or indirect, in the proceeds of any loan or in any contract entered into by the borrower for the performance of work financed, in whole or in part, with the proceeds of the loan.

EXHIBIT "F"
PROJECT COMPLETION FORM
HOMEOWNER REHABILITATION

NAME (First Initial and Last Name)	ADDRESS (City, State, and Zip Code)	No. of Bedrooms	Race	Size of Household	Type of Household: (single non-elderly, elderly, single parent, two parents, other)	$ HOME Subsidy Amount	$ Home Value After Rehab

EXHIBIT "G"
REQUEST FOR PAYMENT

Broward County Board of Commissioners, Broward County, Florida
Housing and Community Redevelopment Division

HOME PROGRAM
FY 2015 FUNDING
CONTRACT PERIOD _____THROUGH _____
HOME Funding Amount: $_____

1. Project: _____

2. City: _____

3. Billing #_____

4. Billing Period Covered _____

5. % of Total Contract Expended through this Billing _____

6.

Cost Categories	Total Expenditures Up to last billing	Expenditures this billing	Total Expenditures to date
Project Costs:			
(Itemized per Exhibit "B")			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
TOTALS	$_____	$_____	$_____

EXHIBIT "G"
REQUEST FOR PAYMENT
(continued)

Detail of Request for Payment (attach copies of backup for billing)

Vendor/Client Name	Invoice #	Description	Amount

Certification: I certify that this billing is correct and just and based upon obligations of record for this project; that the work and services are in accordance with Broward County approved agreement, including any amendments thereto; and that the progress of the work and services under the project agreement are satisfactory and are consistent with the amount billed.

_____ _____
Signature and title of Authorized Official Date

EXHIBIT H

Insurance Requirements

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY **Broad form or equivalent** *With no exclusions or limitations for:* [x] Premises–Operations [x] Explosion, Collapse, Underground Hazards [x] Products/Completed Operations Hazard [x] Contractual Insurance [x] Independent Contractors [x] Personal Injury [x] Other: Mobile Equipment	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	**$ 500 k**	**$ 1 mil**
	Personal Injury		
BUSINESS AUTO LIABILITY COMPREHENSIVE FORM [x] Owned [x] Hired [x] Non-owned [x] Scheduled [x] Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	**$ 500 k**	
EXCESS/UMBRELLA LIABILITY *May be used to supplement minimum liability coverage requirements.*	Follow form basis or Add'l insd endorse-ment is required		
[x] **WORKERS' COMPENSATION** *If exempt: State Exemption Certificate or letter on company letterhead is required.* [x] **EMPLOYERS' LIABILITY**	Chapter 440 FS	**STATUTORY**	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
	(each accident)	**$ 100 k**	
[ ] **POLLUTION LIABILITY OR ENVIRONMENTAL IMPAIRMENT LIABILITY WITH CLEAN-UP COSTS**	(each accident)		
	Extended coverage period		
[ ] **BUILDER'S RISK (PROPERTY)** **"ALL RISK" WITH WIND AND FLOOD** Coverage must remain in force until written final acceptance by County.	Maximum Deductible: $10 k **DED for WIND or WIND & FLOOD not to exceed 5% of completed value** CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		**Completed Value form**
[ ] Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	$10 k	**Completed Value form**

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
BROWARD COUNTY AND CITY ARE LISTED AS AN ADDITIONAL INSUREDS ON THE GENERAL LIABILITY POLICY.

REFERENCE:

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, FL 33301

Revised 2013

4.
CONSENT AGENDA
April 6, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: April 6, 2016

Second Reading Date: N/A

Presenter's Name and Title: Dexter Williams, Chief of Police on behalf of the Police Department

Temp Reso Number: 5995

Item Description: Temp. Reso. No. 5995, APPROVING THE REAPPOINTMENT OF DAHLIA A. WALKER-HUNTINGTON, ESQ., VINCENT T. BROWN, ESQ. AND MICHELLE AUSTIN PAMIES, ESQ. AS CODE COMPLIANCE SPECIAL MAGISTRATES FOR A TERM OF ONE YEAR COMMENCING JULY 3, 2016 AND ENDING JULY 2, 2017; AUTHORIZING THE CITY MANAGER TO EXECUTE SPECIAL MAGISTRATE SERVICES AGREEMENTS WITH THE THREE APPOINTEES. (Interim Chief of Police Dexter Williams)

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

Summary Explanation and Background: On May 7, 2003, the City Commission adopted Ordinance No. 03-14, codified at Chapter 2, Article XI of the City Code, providing for a special magistrate code enforcement system in which members of the Florida Bar are appointed by the City Commission to hear and decide violations of the City Code.

The City currently has three attorneys, Dahlia A. Walker-Huntington, Esq., Vincent T. Brown, Esq. and Michelle Austin Pamies, Esq. that serve as special magistrates. The special magistrates conduct hearings twice per month on a rotational basis.

Pursuant to Section 2-332(c), City Code, special magistrates are appointed for a term of one year, but may be reappointed at the end of a term at the discretion of the City Manager, subject to ratification by the City Commission. The current special magistrates were appointed as a result of two competitive Request for Letters of Interest procurement processes. Resolution No. 15-87 was adopted by the City Commission on March 25, 2015 which approved the reappointment and execution of agreements with the special magistrates for a term of one year from July 3, 2015 through July 2, 2016.

This Resolution seeks reappointment of Dahlia A. Walker-Huntington, Esq., Vincent T. Brown, Esq. and Michelle Austin Pamies, Esq. as special magistrates, and authorization for the City Manager to execute agreements with the reappointees for the provision of special magistrate services for a period of one year commencing July 3, 2016 through July 2, 2017.

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 $13,800 is budgeted in the Police Code Compliance Special Magistrate GL Account # 001-20-203-524-000-604965. Special Magistrates will continue to be paid at the same rate of $150 per hour.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 5995**
  - **Exhibit A: Proposed Special Magistrate Services Agreement**
- **Attachment(s)**
  - **Attachment 1: Current Special Magistrate Services Agreements**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Dexter Williams, Chief of Police
Randy Cross, Procurement Director

DATE: February 29, 2016

RE: Temp. Reso. No. 5995, Approving the reappointment of Dahlia A. Walker-Huntington, Esq., Vincent T. Brown, Esq. and Michelle Austin Pamies, Esq., as Special Magistrates.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5995, approving the reappointment of Dahlia A. Walker-Huntington, Esq., Vincent T. Brown, Esq. and Michelle Austin Pamies, Esq. as special magistrates and authorizing execution of agreements with the appointees for the provision of special magistrate services for a period of one year commencing July 3, 2016 through July 2, 2017.

ISSUE: Pursuant to Section 2-332(c) of the City Code, special magistrates are appointed for a term of one year, but may be reappointed at the end of a term at the discretion of the City Manager, subject to ratification by the City Commission.

BACKGROUND: On May 7, 2003, the City Commission adopted Ordinance No. 03-14. Codified at Chapter 2, Article XI of the City Code, providing for a special magistrates code enforcement system in which members of the Florida Bar are appointed by the City Commission to hear and decide violations of the City Code.

The City currently has three attorneys, Dahlia A. Walker-Huntington, Esq., Vincent T. Brown, Esq. and Michelle Austin Pamies, Esq. that serve as special magistrates. The special magistrates conduct hearings twice per month on a rotational basis.

Pursuant to Section 2-332(c), City Code, special magistrates are appointed for a term of one year, but may be recommended for reappointed at the end of a term at the discretion of the City Manager, subject to ratification by the City

Commission. The current special magistrates were previously appointed as a result of two competitive Requests for Letters of Interest procurement processes. Resolution No. 15-87 was adopted by the City Commission on March 25, 2015 and approved a one-year term for each special magistrate from July 3, 2015 through July 2, 2016.

This Resolution seeks reappointment of Dahlia A. Walker-Huntington, Esq., Vincent T. Brown, Esq. and Michelle Austin Pamies, Esq. as special magistrates, and authorization for the City Manager to execute agreements with the three appointees for the provision of special magistrate services for a period of one year commencing July 3, 2016 through July 2, 2017.

All three special magistrates are currently in good standing with the Florida Bar and will continue to be paid at a rate of $150 per hour. Funds are budgeted in the Police Code Compliance Special Magistrates GL Account # 001-20-203-524-000-604965.

Temp. Reso. No. 5995
2/29/16
3/24/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE REAPPOINTMENT OF DAHLIA A. WALKER-HUNTINGTON, ESQ., VINCENT T. BROWN, ESQ. AND MICHELLE AUSTIN PAMIES, ESQ. AS CODE COMPLIANCE SPECIAL MAGISTRATES FOR A TERM OF ONE YEAR COMMENCING JULY 3, 2016 AND ENDING JULY 2, 2017; AUTHORIZING THE CITY MANAGER TO EXECUTE SPECIAL MAGISTRATE SERVICES AGREEMENTS WITH THE THREE APPOINTEES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 7, 2003, the City Commission adopted Ordinance No. 03-14, codified at Chapter 2, Article XI of the City Code, providing for a special magistrate code enforcement system in which members of the Florida Bar are appointed by the City Commission to hear and decide violations twice per month on a rotational basis; and

WHEREAS, the City currently has three attorneys, Dahlia A. Walker-Huntington, Esq., Vincent T. Brown, Esq. and Michelle Austin Pamies, Esq., who serve as special magistrates; and

WHEREAS, the current special magistrates were previously appointed as a result of two competitive Request for Letters of Interest procurement processes; and

WHEREAS, on March 25, 2015, the City Commission adopted Resolution No. 15-87 which approved the reappointment of all three special magistrates for a term of one year from July 3, 2015 through July 2, 2016; and

WHEREAS, pursuant to Section 2-332(c), City Code, special magistrates are appointed for a term of one year, but may be reappointed at the end of the term at the discretion of the City Manager, subject to ratification by the City Commission; and

WHEREAS, the City Manager recommends reappointment of Dahlia A. Walker-Huntington, Esq., Vincent T. Brown, Esq. and Michelle Austin Pamies, Esq. to serve as special magistrates for an additional one year term commencing July 3, 2016 through July 2, 2017; and

WHEREAS, all three attorneys are currently in good standing with the Florida Bar and will continue to be paid at an hourly rate of $150.00; and

WHEREAS, the City Commission deems it in the best interest of the citizens and residents of the City of Miramar to approve the reappointment of Dahlia A. Walker-Huntington, Esq., Vincent T. Brown, Esq. and Michelle Austin Pamies, Esq. to serve as special magistrates and authorizes the City Manager to execute the appropriate agreement, in substantial conformity, 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 specific part of this Resolution.

Section 2: That it approves the reappointment of Dahlia A. Walker-Huntington, Esq., Vincent T. Brown, Esq. and Michelle Austin Pamies, Esq. to serve as special magistrates for an additional one-year term commencing July 3, 2016 through July 2, 2017.

Section 3: That it authorizes the City Manager to execute an agreement with the three appointees in the form attached hereto as Exhibit "A", together with any non-substantive changes deemed appropriate 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.

Temp. Reso. No. 5995
2/29/16
3/24/16

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	_____

EXHIBIT "A"

AGREEMENT

BETWEEN

THE CITY OF MIRAMAR

AND

_____

FOR SPECIAL MAGISTRATE SERVICES

This Agreement (the "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

_____, an individual, whose principal business address is located at _____ , hereinafter referred to as "Contractor".

WHEREAS, the City is in need of a special magistrate to preside over proceedings relating to violations of the City Code of Ordinances (the "Code"), in accordance with Chapter 2, Article XI of the City Code; and

WHEREAS, on _____, the City Commission approved Resolution No. _____, authorizing execution of an agreement with Contractor for the provision of special magistrate services; and

WHEREAS, on _____, Contractor executed an agreement with the City for the provision of special magistrate services for a one-year term commencing on _____ and expiring on _____; and

WHEREAS, pursuant to Section 2-332(c), City Code, a special magistrate may be reappointed at the discretion of the City Manager, subject to the ratification of the City Commission; and

WHEREAS, on _____, 2016, the City Commission approved Resolution No. _____, ratifying the recommendation of the City Manager to reappoint Contractor as special magistrate and authorizing the execution of an agreement with Contractor for the provision of special magistrate services.

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 special magistrate services (the "Services") to the City during the term of this Agreement in accordance with Section 2-333 of the City Code and as authorized in Chapter 162, Florida Statutes. As part of the Services to be provided by Contractor, Contractor shall: (1) hear and decide violations of the City Code; (2) adopt rules for the conduct of hearings; (3) cause violators, witnesses and evidence for hearings to be subpoenaed; (4) take testimony under oath; (5) assess and order the payment of civil penalties; and (6) issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance. Contractor shall have all powers to perform all duties in accordance with Section 2-333 of the City Code and as authorized in Chapter 162, Florida Statues.

SECTION 2
COMPENSATION

In consideration for the Services to be provided by Contractor, the City agrees to pay the Contractor at a rate of $150.00 per hour which shall be payable within 30 calendar days following submission of an invoice by the Contractor 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 Contractor on a pro-rata basis for the Services performed by Contractor 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 one year commencing on July 3, 2016 through July 2, 2017, unless terminated earlier pursuant to Section 4 of this Agreement. The Chief Procurement Officer may authorize up to a ninety (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 one hundred eighty (180) days.

SECTION 4
TERMINATION OF AGREEMENT

City may terminate this Agreement for convenience by giving the Contractor thirty (30) calendar days written notice. City may terminate this Agreement for cause by giving Contractor five (5) 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:

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 thirty (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 (3) 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 (3) 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
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3117
Facsimile:

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 understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. 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.

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 (7) 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 OF MIRAMAR

ATTEST:

_____
Denise Gibbs, City Clerk

By:_____
Kathleen Woods-Richardson, City Manager

This ___day of _____, 2016.

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: _____

AGREEMENT

BETWEEN

THE CITY OF MIRAMAR

AND

VINCENT T. BROWN

FOR SPECIAL MAGISTRATE SERVICES

This Agreement (the "Agreement") is entered into this 25 day of March, 2015, by and between the City of Miramar, Florida, a Florida municipal corporation, hereinafter referred to as "City",

AND

Vincent T. Brown, an individual, whose principal business address is located at 847 N.W. 119th Street, Suite 202,North Miami, Florida 33168 , hereinafter referred to as "Contractor".

WHEREAS, the City is in need of a special magistrate to preside over proceedings relating to violations of the City Code of Ordinances (the "Code"), in accordance with Chapter 2, Article XI of the City Code; and

WHEREAS, on May 22, 2014, the City issued Request for Letters of Interest ("RLOI") No. 14-05-38, for special magistrate services, and based on the Contractor's response to RLOI No. 14-05-38, the Contractor was determined to possess all the qualifications, licenses and expertise to serve as special magistrate; and

WHEREAS, on July 2, 2014, the City Commission approved Resolution No. 14-153, authorizing execution of an agreement with Contractor for the provision of special magistrate services; and

WHEREAS, on July 2, 2014, Contractor executed an agreement with the City for the provision of special magistrate services for a one-year term commencing on July 3, 2014 and expiring on July 2, 2015; and

WHEREAS, pursuant to Section 2-332(c), City Code, a special master may be reappointed at the discretion of the City Manager, subject to the ratification of the City Commission; and

WHEREAS, on March 25, 2015, the City Commission approved Resolution No. 15-87, ratifying the recommendation of the City Manager to reappoint Contractor as

special magistrate and authorizing the execution of an agreement with Contractor for the provision of special magistrate services.

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 special magistrate services (the "Services") to the City during the term of this Agreement in accordance with Section 2-333 of the City Code and as authorized in Chapter 162, Florida Statutes. As part of the Services to be provided by Contractor, Contractor shall: (1) hear and decide violations of the City Code; (2) adopt rules for the conduct of hearings; (3) cause violators, witnesses and evidence for hearings to be subpoenaed; (4) take testimony under oath; (5) assess and order the payment of civil penalties; and (6) issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance. Contractor shall have all powers to perform all duties in accordance with Section 2-333 of the City Code and as authorized in Chapter 162, Florida Statues.

SECTION 2
COMPENSATION

In consideration for the Services to be provided by Contractor, the City agrees to pay the Contractor at a rate of $150.00 per hour which shall be payable within 30 calendar days following submission of an invoice by the Contractor 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 Contractor on a pro-rata basis for the Services performed by Contractor 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 one year commencing on July 3, 2015 through July 2, 2016, unless terminated earlier pursuant to Section 4 of this Agreement. The Chief Procurement Officer may authorize up to a ninety (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 one hundred eighty (180) days.

SECTION 4
TERMINATION OF AGREEMENT

City may terminate this Agreement for convenience by giving the Contractor thirty (30) calendar days written notice. City may terminate this Agreement for cause by giving Contractor five (5) 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:

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 thirty (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 (3) 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 (3) 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:

Vincent T. Brown, ESq.
The Brown Law Group, LLC
847 NW 119th St 202
North Miami, FL 33168

FOR CITY:

Kathleen Woods-Richardson
City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3117
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 understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. 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.

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 (7) 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 President, attested to and duly authorized to execute same.

CITY OF MIRAMAR

ATTEST:

Denise Gibbs, City Clerk

By: Kathleen Woods-Richardson, City Manager

This 21th day of July, 2015.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE CITY OF MIRAMAR ONLY:

DEH 6/28/15
ENS

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

CONTRACTOR

WITNESSES:

Print Name: Jacqueline Gutierrez

Print Name: Natélégé Miller

By: _____

Date: _____

Client#: 89923 BROLA6

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/13/2015

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

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

PRODUCER
Advanced Insurance Underwriters, LLC
3250 N. 29th Ave
Hollywood, FL 33020

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 954-416-9780 FAX (A/C, No): 954-963-9776
E-MAIL ADDRESS: certificateofinsurance@advancedins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Insurance Comp	25615
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The Brown Law Group, LLC
847 NW 119th St, Ste 202
Miami, FL 33168

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			6609473P420	04/14/2015	04/14/2016	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			6609473P420	04/14/2015	04/14/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

City Of Miramar
2300 Civic Center
Pembroke Pines, FL 33025

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Advanced Insurance Underwriters, LLC

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS:

1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") whom you have agreed in a written contract, executed prior to loss, to name as additional insured, but only with respect to liability arising out of "your work" or your ongoing operations for that additional insured performed by you or for you.
2. With respect to the insurance afforded to Additional Insureds the following conditions apply:
   a. Limits of Insurance – The following limits of liability apply:
      1. The limits which you agreed to provide; or
      2. The limits shown on the declarations,

      whichever is less.
   b. This insurance is excess over any valid and collectible insurance unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.
3. This insurance does not apply:
   a. on any basis to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
   b. to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
      1. The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
      2. Supervisory, inspection or engineering services.

Copyright, The Travelers Indemnity Company, 1994.
Includes Copyrighted Material from Insurance Services Office, Inc.

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

TRAVELERS CORP. TEL: 1-800-328-2189
OFFICE
COMMON POLICY DECLARATIONS
ISSUE DATE: 02/18/15
POLICY NUMBER: I-660-9473P420-COF-15

INSURING COMPANY:
THE CHARTER OAK FIRE INSURANCE COMPANY

1. NAMED INSURED AND MAILING ADDRESS:
   THE BROWN LAW GROUP LLC
   847 NW 119TH ST., SUITE 202
   MIAMI, FL 33168

2. POLICY PERIOD: From 04/14/15 to 04/14/16 12:01 A.M. Standard Time at your mailing address.

3. LOCATIONS

Premises Loc. No.	Bldg. No.	Occupancy	Address
SEE IL T0 03			

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:
   COMMERCIAL GENERAL LIABILITY COV PART DECLARATIONS CG T0 01 11 03 COF

5. NUMBERS OF FORMS AND ENDORSEMENTS
   FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions:

Policy	Policy No.	Insuring Company

DIRECT BILL

7. PREMIUM SUMMARY:

Provisional Premium	$ 250
Due at Inception	$
Due at Each	$

NAME AND ADDRESS OF AGENT OR BROKER:
ADVANCED INS UNDERWRITER (SV592)
3250 N 29TH AVE
HOLLYWOOD, FL 33020

COUNTERSIGNED BY:

Authorized Representative

DATE:

TRAVELERS

POLICY NUMBER: I-660-9473P420-COF-15
EFFECTIVE DATE: 04-14-15
ISSUE DATE: 02-18-15

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T0 01 01 07	COMMON POLICY CONDITIONS
IL T0 03 04 96	LOCATION SCHEDULE

COMMERCIAL GENERAL LIABILITY

CG T0 01 11 03	COML GENERAL LIABILITY COV PART DEC
CG T0 07 09 87	DECLARATIONS PREMIUM SCHEDULE
CG T0 08 11 03	KEY TO DECLARATIONS PREMIUM SCHEDULE
CG T0 34 11 03	TABLE OF CONTENTS
CG 00 01 10 01	COMMERCIAL GENERAL LIABILITY COV FORM
CG D2 55 11 03	AMENDMENT OF COVERAGE - POLLUTION
CG D4 71 01 15	AMEND COVERAGE B - PERS & ADV INJURY
CG 21 70 01 08	CAP ON LOSSES-CERTIFIED ACTS-TERRORISM
CG D0 37 04 05	OTHER INSURANCE-ADDITIONAL INSUREDS
CG D0 86 11 03	HIRED AND NONOWNED AUTO EXCESS LIAB
CG D1 05 04 94	BLANKET ADDL INSD-OWNERS/LESSEES/CONT
CG D1 86 11 03	XTEND ENDORSEMENT
CG D2 03 12 97	AMEND-NON CUMULATION OF EACH OCC
CG D4 13 04 08	AMENDMENT OF COVERAGE-COOLING-POLLUTION
CG D2 56 11 03	AMENDMENT OF COVERAGE
CG D2 88 11 03	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG D3 26 10 11	EXCLUSION - UNSOLICITED COMMUNICATION
CG D3 56 05 14	MOBILE EQUIP REDEFINED-EXCL OF VEHICLES
CG D4 21 07 08	AMEND CONTRAC LIAB EXCL-EXC TO NAMED INS
CG D6 18 10 11	EXCL-VIOLATION OF CONSUMER FIN PROT LAWS
CG D7 46 01 15	EXCL-ACCESS OR DISCL OF CONF/PERS INFO
CG D1 42 01 99	EXCLUSION-DISCRIMINATION
CG D2 42 01 02	EXCLUSION WAR
CG D2 45 10 02	EXCL-PERSONAL AND ADVERTISING INJURY
CG D3 37 02 05	PROFESSIONAL SERVICES EXCL-LEGAL SERVICE
CG T4 78 02 90	EXCLUSION-ASBESTOS
CG 02 20 03 12	FL CHANGES-CANCELLATION & NONRENEWAL

INTERLINE ENDORSEMENTS

IL T3 68 05 10	FEDERAL TERRORISM RISK INS ACT DISCLOSE
IL 00 21 09 08	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM

Elisa Eberhardt

From: Richmond, Natalie A. <narichmond@miramarfl.gov>
Sent: Thursday, June 25, 2015 11:58 AM
To: Elisa Eberhardt
Subject: FW: Worker's Compensation Coverage

Hello Elisa,

Good morning. Please see below from Special Magistrate Brown.

Thanks

#OurMiramar60

NATALIE RICHMOND
Procurement Analyst | Procurement Department
City of Miramar | 2300 Civic Center Place, Miramar, FL 33025
Hours: M – Th 7am – 6pm | F - Closed
O: 954.602.3196 | F: 954.602.4573 | narichmond@miramarfl.gov
Celebrating 60 Years of Beauty & Progress | www.miramarfl.gov

---

From: Vincent Brown [mailto:vtblaw@bellsouth.net]
Sent: Thursday, June 25, 2015 11:39 AM
To: Richmond, Natalie A.
Subject: Worker's Compensation Coverage

Good morning,

The Brown Law Group, LLC has 3 employees and one principal; therefore, we are exempt from the requirement of worker's compensation insurance coverage.

Sincerely,

Vincent T. Brown, Esq.
The Brown Law Group, LLC
847 NW 119th Street, Suite 202
North Miami, FL 33168
305-688-7500 / 305-688-7501 (fax)
www.thebrownlawgroup.net

This e-mail is intended only for the individual(s) or entity(s) named within the message. This e-mail might contain legally privileged and confidential information. If you properly received this e-mail as a client or retained expert, please hold it in confidence to protect the attorney-client or work product privileges. Should the intended recipient forward or disclose this message to another person or party, that action could constitute a waiver of the attorney-client privilege. If the reader of this message is not the intended recipient, or the agent responsible to deliver it to the intended recipient, you are hereby notified that any review, dissemination, distribution or copying of this communication is prohibited by the sender and to do so might constitute a violation of the Electronic Communications

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AGREEMENT

BETWEEN

THE CITY OF MIRAMAR

AND

MICHELLE AUSTIN PAMIES, Esq.

FOR SPECIAL MAGISTRATE SERVICES

This Agreement (the "Agreement") is entered into this 25 day of March, 2015, by and between the City of Miramar, Florida, a Florida municipal corporation, hereinafter referred to as "City",

AND

Michelle Austin Pamies, Esq., an individual, whose principal business address is located at 401 N.W. 7th Avenue, Fort Lauderdale, FL 33311 , hereinafter referred to as "Contractor".

WHEREAS, the City is in need of a special magistrate to preside over proceedings relating to violations of the City Code of Ordinances (the "Code"), in accordance with Chapter 2, Article XI of the City Code; and

WHEREAS, on May 22, 2014, the City issued Request for Letters of Interest ("RLOI") No. 14-05-38, for special magistrate services, and based on the Contractor's response to RLOI No. 14-05-38, the Contractor was determined to possess all the qualifications, licenses and expertise to serve as special magistrate; and

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SECTION 3
TERM OF AGREEMENT

The term of this Agreement shall be for a period of one year commencing on July 3, 2015 through July 2, 2016, unless terminated earlier pursuant to Section 4 of this Agreement. The Chief Procurement Officer may authorize up to a ninety (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 one hundred eighty (180) days.

SECTION 4
TERMINATION OF AGREEMENT

City may terminate this Agreement for convenience by giving the Contractor thirty (30) calendar days written notice. City may terminate this Agreement for cause by giving Contractor five (5) 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:

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 thirty (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 (3) 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 (3) 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:

Michelle Austin Ramics
~~Austin Ramics~~ MORRIS-WEEKS
~~401 North Avenue~~ of the Arts (NW 7th Avenue)
Fort Lauderdale
FL 33311

FOR CITY:

Kathleen Woods-Richardson
City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3117
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 understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. 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.

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 (7) 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 partner, attested to and duly authorized to execute same.

CITY OF MIRAMAR

ATTEST:

Denise Gibbs, City Clerk

By: Kathleen Woods-Richardson, City Manager

This 30 day of June, 2015.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE CITY OF MIRAMAR ONLY:

DRG 6/10/15
ENE

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

CONTRACTOR

WITNESSES:

Print Name: Kenneth Koonce

Print Name: Burnadette Norris-Weeks

By: Michele Austin Lomies

Date: 4-8-2015

Florida LAWYERS Mutual Insurance Company®

541 E. Mitchell Hammock Road Oviedo, Florida 32765
Phone: 800-633-6458 Fax: 800-781-2010
www.flmic.com

Created by The Florida Bar for its members

Lawyers Professional Liability Policy
This is a Claims Made and Reported Policy. Please read it carefully.

Declarations

Policy Number: 69873

Item 1. Named Insured: Austin Pamies Norris Weeks, LLC

Mailing Address: 401 North Avenue of the Arts
Fort Lauderdale, FL 33311

Item 2. Policy Period: From 07/10/2014 ***to*** 07/10/2015 ***at 12:01 A.M.***
Standard Time at Your Address Shown Above

Item 3. Limit of Liability:	$500,000	***Per Claim***
	$1,000, 000	***Total Limit***
Item 4. Deductible:	$5,000	***Annual Aggregate***
Item 5. Policy Premium:	$2,496.00	***Annual Premium***
	+ $32.45	***Florida Hurricane Catastrophe Fund***
	$2,528.45	***Total Amount***

Item 6. Forms and Endorsements Attached at Policy Issuance:

FLPL-101 (R.08/01/2011)	FLPL-200 (R.03/01/2014)	FLPL-103 (R.08/01/2011)
FLPL-108 (R.08/01/2011)	FLPL-109 (R.08/01/2011)	

The Policy is not valid until signed by Our authorized representative.

July 11, 2014
Date Issued

Authorized Representative

AGREEMENT

BETWEEN

THE CITY OF MIRAMAR

AND

DAHLIA A. WALKER-HUNTINGTON, ESQ.

FOR SPECIAL MAGISTRATE SERVICES

This Agreement (the "Agreement") is entered into this 25 day of March, 2015, by and between the City of Miramar, Florida, a Florida municipal corporation, hereinafter referred to as "City",

AND

Dahlia A. Walker-Huntington, Esq. an individual, whose principal business address is located at 3325 Hollywood Boulevard, Suite 206, Hollywood, Florida 33021 , hereinafter referred to as "Contractor".

WHEREAS, the City is in need of a special magistrate to preside over proceedings relating to violations of the City Code of Ordinances (the "Code"), in accordance with Chapter 2, Article XI of the City Code; and

WHEREAS, on October 28, 2013, the City issued Request for Letters of Interest ("RLOI") No. 14-10-07, for special magistrate services, and based on the Contractor's response to RLOI No. 14-10-07, the Contractor was determined to possess all the qualifications, licenses and expertise to serve as special magistrate; and

WHEREAS, on January 15, 2014, the City Commission approved Resolution No. 14-64, authorizing execution of an agreement with Contractor for the provision of special magistrate services; and

WHEREAS, on January 15, 2014, Contractor executed an agreement with the City for the provision of special magistrate services for a one-year term commencing on February 1, 2014 and expiring on January 31,2015; and

WHEREAS, on October 22, 2014, the City Manager authorized an extension of the agreement through July 2, 2015 in accordance with Section 3 of the agreement; and

WHEREAS, pursuant to Section 2-332(c), City Code, a special master may be reappointed at the discretion of the City Manager, subject to the ratification of the City Commission; and

Florida LAWYERS Mutual Insurance Company®

541 E. Mitchell Hammock Road Oviedo, Florida 32765
Phone: 800-633-6458 Fax: 800-781-2010
www.flmic.com

Created by The Florida Bar for its members

Lawyers Professional Liability Policy
This is a Claims Made and Reported Policy. Please read it carefully.

Declarations

Policy Number: 72777

Item 1. Named Insured: Law Offices of Dahlia Ann Walker, P.A.

Mailing Address: 3325 Hollywood Blvd., Suite 206
Hollywood, FL 33021

Item 2. Policy Period: From 06/04/2015 ***to*** 06/04/2016 ***at 12:01 A.M.***
Standard Time at Your Address Shown Above

Item 3. Limit of Liability:	$100,000	***Per Claim***
	$300,000	***Total Limit***
Item 4. Deductible:	$10,000	***Annual Aggregate***
Item 5. Policy Premium:	$1,284.00	***Annual Premium***

Item 6. Forms and Endorsements Attached at Policy Issuance:

FLPL-101 (R.08/01/2011) FLPL-200R (R.01/01/2014) FLPL-103 (R.08/01/2011)
FLPL-108 (R.08/01/2011) FLPL-109 (R.08/01/2011)

The Policy is not valid until signed by Our authorized representative.

May 21, 2015
Date Issued

Authorized Representative

Florida LAWYERS Mutual Insurance Company®

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Lawyers Professional Liability Policy
This is a Claims Made and Reported Policy. Please read it carefully.

RETROACTIVE DATE SCHEDULE ENDORSEMENT

Named Insured: Law Offices of Dahlia Ann Walker, P.A.

Policy Number: 72777 ***Endorsement Number:*** 1 ***Effective Date:*** 06/04/2015

It is understood and agreed that the **Retroactive Date** of each lawyer is as shown below:

Name	**Retroactive Date**
Dahlia Ann Walker-Huntington	06/04/1998

All other terms and conditions of the **Policy** remain unchanged.

May 21, 2015
Date Issued

Authorized Representative

Florida LAWYERS Mutual Insurance Company®

Created by The Florida Bar for its members

Lawyers Professional Liability Policy
This is a Claims Made and Reported Policy. Please read it carefully.

SUPPLEMENTAL CLAIMS EXPENSE EXCLUSION ENDORSEMENT

Named Insured: Law Offices of Dahlia Ann Walker, P.A.

Policy Number: 72777 ***Endorsement Number:*** 2 ***Effective Date:*** 06/04/2015

In consideration of a reduced premium, it is understood and agreed that paragraph **B. Supplemental Claims Expense Coverage**, under **Section IV. LIMITS OF LIABILITY AND DEDUCTIBLE**, is deleted in its entirety.

All other terms and conditions of the **Policy** remain unchanged.

May 21, 2015
Date Issued

Authorized Representative

Florida LAWYERS Mutual Insurance Company®

Created by The Florida Bar for its members

Lawyers Professional Liability Policy
This is a Claims Made and Reported Policy. Please read it carefully.

DEDUCTIBLE ENDORSEMENT

Named Insured: Law Offices of Dahlia Ann Walker, P.A.

Policy Number: 72777 ***Endorsement Number:*** 3 ***Effective Date:*** 06/04/2015

In consideration of a reduced premium, it is understood and agreed that the first sentence of paragraph **C. DEDUCTIBLE** under **Section IV. LIMITS OF LIABILITY AND DEDUCTIBLE**, is deleted and replaced by the following:

"The annual aggregate deductible amount shall be applied to **Damages** and **Claims Expense.**"

All other terms and conditions of the **Policy** remain unchanged.

May 21, 2015
Date Issued

Authorized Representative

5.
CONSENT AGENDA
April 6, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: April 6, 2016

Second Reading Date: N/A

Presenter's Name and Title: Randy Cross, Procurement Director on behalf of the Procurement Department

Temp Reso Number: 6001

Item Description: Temp. Reso. No. 6001, APPROVING THE AWARD OF REQUEST FOR PROPOSALS NO. 16-12-10, FOR SECURITY GUARD SERVICES AT THE MIRAMAR CULTURAL CENTER ARTSPARK, WASTEWATER RECLAMATION FACILITY AND THE MULTI-SERVICE COMPLEX TO REGIONS SECURITY SERVICES, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE A SECURITY GUARD SERVICES AGREEMENT WITH REGIONS SECURITY SERVICES, INC. FOR AN INITIAL THREE YEAR TERM, WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR TERMS, IN AN ANNUAL AMOUNT NOT-TO-EXCEED $196,000 FOR MONTHLY SCHEDULED SERVICES AND $19,065 FOR ADDITIONAL HOURS, AS NEEDED. (Procurement Director Randy Cross)

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

Summary Explanation and Background: The City curently utilizes the services of security guards to provide access control, employee and visitor safety, protection of assests and crowd control at the Miramar Cultural Center Artspark, the Wastewater Reclamation Facility and the Multi-Service Complex.

Security guard services are currently being provided at these three locations by U.S. Security Associates, Inc. the contracted vendor since July 2014. The City's contract with the current provider is set to expire on April 20, 2016.

The City issued Request for Proposals ("RFP") No. 16-12-10 on December 23, 2015 to solicit qualified firms to provide security guard services. The RFP closed on January 19, 2016 with a total of ten responses.

A Selection Committee that comprised of city staff from the Police, Utilities, Social Services and Miramar Cultural Affairs met on February 11, 2016 and February 24, 2016 to review and score the proposals in accordance with the Florida Sunshine Law. The Selection Committee voted to shortlist to the top three highest rated responsive, responsible Proposers, SFM Security, FPI Security Services, Inc and Regions Security Services, Inc., and requested oral presentations. The presentations were conducted on March 1, 2016. The Selection Committee conducted final ranking of the top three Proposers after oral presentations in accordance with the Florida Sunshine Law, which resulted in Regions Security Services, Inc. as the highest rated responsive responsible Proposer.

Regions Security Services proposed a fee of $12.71 per hour. The City currently pays a rate of $12.35 per hour. The agreement with the new Provider will be for an initial term of three years, commencing April 21, 2016 through April 20, 2019, with the option to renew for two additional one-year terms.

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 for the Security Guard Services for Fiscal Year 2016 will be available in the following Accounts:
1. $60,000 in GL Account # 410-55-100-536-000-603455, entitled "Utilities Administration Security Services".
2. $36,000 in GL Account # 001-63-100-569-000-603455, entitled "Social Services Adminstration Security Services".
3. $161,300 in GL Account # 001-68-100-573-000-603455, entitled "Cultural Affairs Administration Security Services".

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 6001**
  - **Exhibit A: Proposed Agreement between the City and Regions Security Services**
- **Attachment(s)**
  - **Attachment 1: Request for Proposals No. 16-12-10, Security Guard Services**
  - **Attachment 2: Regions Security Services Proposal to Request for Proposals No. 16-12-10**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager Above for KWR

BY: Randy Cross, Procurement Director

DATE: March 2, 2016

RE: Temp. Reso. No. 6001, approving the award of RFP No. 16-12-10, to Regions Security Services, Inc. for the provision of security guard services for the Wastewater Reclamation Facility, Multi-Service Complex and Cultural Arts Center.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 6001, approving the award of Request for Proposals ("RFP") No. 16-12-10 to Regions Security Services, Inc. for the provision of security guard services at the Wastewater Reclamation Facility, Multi-Service Complex and Miramar Cultural Center Artspark ("City Facilities"), for an initial three-year term with the option to renew for two additional one-year terms, in an annual amount not-to-exceed $196,000 for monthly scheduled services and $19,065 for additional hours as needed.

ISSUE: Pursuant to City Code Section 2-412(a)(1), approval of the City Commission is required for the purchase or contract for goods or services in excess of $50,000 from the same vendor in a single fiscal year.

BACKGROUND: The City currently utilizes the services of security guards to provide access control, employee and visitor safety, protection of assets and crowd control at the City Facilities. These services have been provided by U.S. Security Associates, Inc. since July 2014 and the contract is set to expire April 20, 2016.

The City conducted a procurement process to solicit qualified firms to provide security guard services and released RFP No. 16-12-10 on December 23, 2015. The RFP was advertised in a local newspaper of general circulation, the Miami Herald, on December 27, 2015 and closed on January 19, 2016 with a total of ten proposals. A Selection Committee comprised of city staff from Police, Utilities,

Social Services and Cultural Affairs met on February 11, 2016 and February 24, 2016 to review and score the Proposals in accordance with the Florida Sunshine Law. The Selection Committee reviewed and scored eight of the proposals and two were deemed non-responsive. Each Proposal was evaluated in the following categories: Experience and Expertise, References, Resources and Proposed Method of Contract Performance, Financial Stability, Price/Fee Structure. Two Proposers were awarded the local business preference points. No points were awarded for CBE/SBE preference. The scores were as follows:

PRELIMINARY RANKINGS (First Selection Committee Meeting)						
RANK	**PORPOSER**	**RATER # 1**	**RATER # 2**	**RATER # 3**	**RATER #4**	**TOTAL**
1	**SFM Security**	92.81	92.81	80.81	94.81	**361.24**
2	**Regions Security**	89.80	89.80	82.80	86.80	**349.20**
3	**FPI Security**	89.59	72.59	75.59	89.59	**327.36**
4	**Delta Five Security**	77.48	66.48	76.48	77.48	**297.92**
5	**Delad Security**	69.83	56.83	76.83	82.83	**286.32**
6	**Kemp Group Intl.**	74.00	54.00	80.00	70.00	**278.00**
7	**G4S Security**	65.79	71.79	59.79	73.79	**271.16**
8	**All Pro Security**	74.16	58.16	75.16	61.16	**268.64**
	Elite Tactical	Non-Resp	Non-Resp	Non-Resp	Non- Resp	
	Sunrise	Non-Resp	Non-Resp	Non-Resp	Non- Resp	

The Selection Committee voted to shortlist to the top three Proposers, SFM Security, FPI Security Services, Inc. and Regions Security Services, Inc. and requested oral presentations. These presentations were conducted on March 1, 2016. The Selection Committee conducted final ranking of the top three Proposers in accordance with the Florida Sunshine Law after receiving oral presentations. This resulted in Regions Security Services, Inc. as the highest rated responsive responsible Proposer. The scores were as follows:

FINAL RANKINGS (After Oral Presentations)						
RANK	**PORPOSER**	**RATER # 1**	**RATER # 2**	**RATER # 3**	**RATER #4**	**TOTAL**
1	**Regions Security**	98.80	98.80	81.80	95.80	**375.20**
2	**FPI Security**	77.59	77.59	78.59	89.59	**323.36**
3	**SFM Security**	74.81	74.81	75.81	84.81	**310.24**

Regions Security Services, Inc. proposed a fee of $12.71 per hour for services. The City currently pays a rate of $12.35 per hour for services. The agreement with the new provider, Regions Security Services, Inc., will be for an initial term of three years, commencing April 21, 2016 through April 20, 2019 with the option to renew for two additional one year terms.

Security Guard Services will be provided on Monday – Friday 7:00 A.M. to 6:00 P.M. at the Wastewater Reclamation Facility, Monday – Friday 7:30 A.M. – 6:30 P.M. at the Multi-Service Complex and Monday – Sunday 7:00 A.M. to 11:00 P.M. at the Miramar Cultural Center Artspark.

Temp. Reso. No. 6001
3/1/16
3/25/16

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. 16-12-10, FOR SECURITY GUARD SERVICES AT THE MIRAMAR CULTURAL CENTER ARTSPARK, WASTEWATER RECLAMATION FACILITY AND THE MULTI-SERVICE COMPLEX TO REGIONS SECURITY SERVICES, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE A SECURITY GUARD SERVICES AGREEMENT WITH REGIONS SECURITY SERVICES, INC. FOR AN INITIAL THREE YEAR TERM, WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR TERMS, IN AN ANNUAL AMOUNT NOT-TO-EXCEED $196,000 FOR MONTHLY SCHEDULED SERVICES AND $19,065 FOR ADDITIONAL HOURS, AS NEEDED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City currently utilizes the services of security guards to provide access control, employee and visitor safety, protection of assets and crowd control at the Wastewater Reclamation Facility, Multi-Service Complex and Miramar Cultural Center Artspark ("City Facilities"); and

WHEREAS, the City's contract with the current provider of security guard services is set to expire on April 20, 2016; and

WHEREAS, the City issued Request for Proposals ("RFP") No. 16-12-10 on December 23, 2015, to solicit qualified firms to provide security guard services; and

WHEREAS, the RFP closed on January 19, 2016 with a total of 10 proposals from: All Pro Security Services, Delad Security, Inc., Delta Five Security, Elite Tactical Security, Inc., FPI Security Services Inc., G4S Secure Solutions, Kemp Group International, Regions Security Services, Inc., SFM Security Services, Inc. and Sunrise Security & Maintenance ("Proposers"); and

WHEREAS, a Selection Committee comprised of City Staff from Police, Utilities, Social Services and Cultural Affairs met on February 11, 2016 and February 24, 2016 to review and score the proposals in accordance with the Florida Sunshine Law; and

WHEREAS, the Selection Committee voted to shortlist to the top three highest rated responsive, responsible Proposers, SFM Security, FPI Security Services, Inc., and Regions Security Services, Inc., and requested oral presentations; and

WHEREAS, oral presentations were conducted on March 1, 2016; and

WHEREAS, the Selection Committee conducted final ranking of the Proposers and Regions Security Services, Inc. ("Regions Security") was the highest rated responsive, responsible Proposer; and

WHEREAS, pursuant to City Code Section 2-412(a)(1), approval of the City Commission is required for purchase or contract for goods or services in excess of $50,000 from the same vendor in a single fiscal year; and

WHEREAS, Regions Security proposed a rate of $12.71 per hour; and

WHEREAS, the estimated annual value of the contract will be in an amount not-to-exceed $196,000 for regular scheduled monthly services and $19,065 for additional services as needed; and

WHEREAS, the City Manager recommends the award of RFP No. 16-12-10, for the provision of security guard services for the Wastewater Reclamation Facility, Multi-Service Complex and Miramar Cultural Center Artspark, to Regions Security, and authorization to execute an appropriate agreement with the provider for an initial term of three years, commencing April 21, 2016 through April 20, 2019, with the option to renew for two additional one-year terms in an annual amount not-to-exceed $196,000 for regular scheduled monthly services and $19,065 for additional services on an as needed basis; and

WHEREAS, the City Commission deems it in the best interest of the citizens and the residents of the City of Miramar to approve the award of RFP No. 16-12-10, for the provision of security guard services for the City Facilities, to Regions Security, and authorize the City Manager to execute an appropriate agreement with the provider in an annual amount not-to-exceed $196,000 for regular scheduled monthly services and $19,065 for additional services on an as needed basis.

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 specific part of this Resolution.

Section 2: That is approves the award of RFP No. 16-12-10, for the provision of security guard services at the Wastewater Reclamation Facility, Multi-Service Complex and Miramar Cultural Center Artspark, to Regions Security Services Inc. for an initial three year term with the option to renew for two additional one-year terms

Section 3: That it the City Manager to execute an agreement with the Regions Security Services Inc. in the form attached hereto as Exhibit "A", together with any non-substantive changes deemed appropriate 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"

AGREEMENT

BETWEEN

THE CITY OF MIRAMAR

AND

REGIONS SECURITY SERVICES, INC.

FOR SECURITY GUARD 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 the "City"), and Regions Security Services, Inc ___, a Florida corporation or individual with principal business address located at 7925 N.W. 12th Street, Suite 306, Doral, Florida 33126 (hereinafter referred to as "Contractor").

WHEREAS, on December 23, 2016, the City issued Request for Proposals No. 16-12-10 ("RFP") for "Security Guard Services" (the "Services"); and

WHEREAS, the Contractor was determined by an Evaluation Committee to be the highest evaluation scoring, responsive and responsible Proposer, and whose Proposal was most advantageous to the City; and

WHEREAS, on April 6, 2016, the City Commission approved the award of the RFP to Contractor and authorized negotiation and execution of an appropriate Agreement between Contractor and the City for the provision of the Services, for an initial term of three year(s) with two optional one-year renewal periods.

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

SECTION 1
RECITALS

The above recitals are true and correct and are incorporated and made a part of this Agreement.

SECTION 2
SCOPE OF SERVICES

2.1 This Agreement is subject to and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions and requirements set forth and described in the RFP, the Contractor's Proposal submitted in response thereto 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 General Terms and Conditions, the Special Conditions, the Specifications or Scope of Services, the Contract or any amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Specifications or Scope of Services; the Special Conditions; the General Terms and Conditions, and then the Contract.

2.2 Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each.

SECTION 3
COMPENSATION

3.1 City agrees to pay Contractor at a rate of $12.71 per hour the following fees for services described herein:

3.2 Contractor shall submit periodic invoices for the Services provided to:

City of Miramar
ATTN: Accounts Payable
2300 Civic Center Place
Miramar, FL 33025

The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

3.3 Services shall be provided to the City in strict accordance with the Scope of Services set forth and described in the RFP. If the Services provided by Contractor do not meet the applicable Scope of Services, Contractor will not receive payment for such nonconforming Services and shall pay the City all fees and/or costs associated with obtaining satisfactory Services.

SECTION 4
TERM OF AGREEMENT

4.1 The term of this Agreement shall commence on April 21, 2016, and shall continue, unless otherwise terminated by the City as provided herein, for three years from that date.

4.2 The City shall have the option, in its sole discretion, of renewing this Agreement for up to two additional one-year terms, subject to mutual agreement as to the price for each option period, which shall be negotiated at least 30 days prior to the end of the term in effect.

4.3 The City's Chief Procurement Officer may authorize up to a 90 day extension of this Agreement in accordance with its terms and conditions, and the City Manager or her designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

4.4 This Agreement shall be subject to the annual appropriation of funding by the City during its budget process, the failure of which, in the City's sole discretion, may serve as a basis for termination of this Agreement pursuant to Section 8 below, or nonrenewal of this Agreement.

SECTION 5
TERMINATION OF AGREEMENT

5.1 **Termination for convenience.** The City may terminate this Agreement for convenience by giving Contractor 30 calendar days' written notice. In the event of such termination, Contractor shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the City, up through the date of termination. Under no circumstances shall the City make payment for Services nor shall Contractor invoice the City for Services not yet provided.

5.2 **Termination for cause.** This Agreement may be terminated by either party upon five calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the City, Contractor shall indemnify the City against losses pertaining to this termination. In the event that this Contract is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall

thereupon be deemed a termination for convenience under Section 5.1 of this Agreement, and the provisions of Section 5.1 shall apply.

5.3 **Return of City equipment.** Upon termination of this Agreement, Contractor shall return all City equipment to the City.

5.4 **Survival.** The termination of this Agreement under Section 5.1 or 5.2 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 6
INDEPENDENT CONTRACTOR

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be provided by employees of Contractor subject to supervision by Contractor, and not as officers, employees or agents of the 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 7
INDEMNIFICATION

7.1 Contractor shall indemnify, defend and hold harmless the 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.

7.2 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 8
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 9
INSURANCE

9.1 **INSURANCE -** For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Proposer shall maintain commercial general, automobile (where applicable), workers compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.

9.2 **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.

9.3 **Required Insurance Endorsements** - The City requires the following insurance endorsements:

1. ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.

2. WAIVERS OF SUBROGATION - Proposer agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:

   a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Proposer or the Proposer's employees, agents or Subcontractors; and

   b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Proposer.

This waiver shall apply to all first-party property, equipment, vehicle and workers compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Proposer agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Proposer further agrees to hold harmless and indemnify

the City for any loss or expense incurred as a result of Proposer's failure to obtain such waivers of subrogation from Proposer's insurers.

This Agreement shall not be deemed approved until the Proposer 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 with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Proposer's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

9.4 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. The Proposer's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Proposer shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

9.5 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 10
MISCELLANEOUS

10.1 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.

10.2 Precautions shall be exercised at all times for the protection of persons and property. Contractor and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by Contractor responsible for the same.

10.3 Contractor understands and agrees that any information, document, report or any other material whatsoever which is given to Contractor by the City, or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Agreement, is and shall at all times remain the property of the City. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

10.4 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right, at its discretion, to terminate the Agreement without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.5 Contractor 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 Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

SECTION 11
AUDIT AND INSPECTION RIGHTS

11.1 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.

11.2 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 12
AGREEMENT, AMENDMENTS AND ASSIGNMENT

12.1 This Agreement constitutes the entire agreement between Contractor and the 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 or incorporated into this Agreement are of no force and effect.

12.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.

12.3 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 13
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 14
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) 602-3115
Facsimile: (954) 602-XXXX

With A Copy to: Jamie A. 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 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 and Subcontractors understand that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes and U.S. Treasury Department guidelines, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. 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. The Subcontractors will be provided a copy of this Agreement to facilitate compliance with state and federal guidelines.

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 or Subcontractor, 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, EXCEPT for records that are necessary meet the U.S. Treasury Department record retention guidelines for tax exempt borrowing and the Post Issuance Compliance Policy of the City. 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 _____, 2016.

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: _____

Attachment 1

REQUEST FOR PROPOSALS

SECURITY GUARD SERVICES

RFP No. 16-12-10

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: Wednesday, December 23, 2015

CLOSING DATE: Tuesday, January 19, 2016 AT 2:00 P.M. EST

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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 four bound copies **(a total of five)** 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 set forth below. The original and all copies must be in a sealed envelope or container setting forth the information listed in items a) through d) above 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 solicitations 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 Request for Proposals number must be stated clearly on the envelope or container 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:

Tuesday, January 19, 2016
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 or Contracts 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 Section 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 Services, 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 Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.

The terms "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 Services, 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.” Pursuant to Sections 2-421 and 2-422 of the City Code of Ordinances (“Code”), “Cone of Silence” is defined to mean a prohibition on any communication regarding this RFP between a potential contractor, service provider, bidder, proposer, offeror, lobbyist,

or consultant and the City's personnel, including but not limited to the City Manager, member of the City's professional staff, or any member of the selection committee.

The Cone of Silence shall be imposed upon each request for proposals, 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 in accordance with Section 1-7(b) below. 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 Department
City of Miramar

2300 Civic Center Place
Miramar, FL33025
Natalie Richmond
Procurement Analyst
Phone: (954) 602-3196
Fax: (954) 602-4357
narichmond@miramarfl.gov

OR

Luz Bartra
Procurement Specialist
Phone: (954) 602-3065
Fax: (954) 602-3631
lmbartra@miramarfl.gov

1-6

PRE-PROPOSAL CONFERENCE

No pre-Proposal conference will be held**. Please submit all questions in writing by Wednesday, January 6, 2016 to the contact person(s) listed above.**

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, pursuant to Sections 1-4 and 1-5 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 Scope of Services, the Contract or any amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Specifications or Scope of Services; the Special Conditions; the General Terms and Conditions, and then the Contract.

Where there appears to be a conflict in 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 City Code or City policy, 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 2-456(d) 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 Services for which their Proposal has been submitted, or to refrain from offering a Proposal in connection with such Service; 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 Services. 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 a 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 or container shall contain the same information as required for submitting the original Proposal. In addition, the envelope or container 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 a 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 Services provided 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 the provision of Services 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 City is notified and acknowledges that 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 a sample of 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 provide any part of the Contract Services and all suppliers who will provide materials for the Contract Services 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 A CONTRACT BETWEEN A PROVIDER AND THE CITY OF MIRAMAR FOR SECURITY GUARD SERVICES.

The purpose of this Solicitation is to establish a Contract for the Services specified herein from an entity that will provide prompt and professional Service. Specifically, the purpose is to select a Provider to perform Security Guard Services in accordance with the terms, conditions, and Scope of Services contained in this RFP.

The City is requesting Proposals from experienced individual(s), group(s), or company(ies), hereinafter referred to as the "Proposer", to provide the Services for the City.

2-2
SOLICITATION TIMETABLE

The anticipated schedule* for this Solicitation and the award of the Contract shall be as follows:

Milestone	**Timeframe**
RFP Issuance……	December 23, 2015
Deadline for Clarification Questions ……...…….	January 6, 2016
Proposals Due to City……	**Tuesday, January 19, 2016 at 2:00 PM EST**
Final Ranking of Proposers	TBA
Contract Negotiations	TBA
Award of RFP and Contract by City Commission	TBA

***Dates in this schedule occurring after the Proposal Due Date and Time 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

The term of the Contract resulting from this Solicitation shall be for a period of three years 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 the option to renew for two additional one-year terms, 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 his/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(s) shall submit fully documented invoices within 30 calendar days after 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 Service(s) 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** 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 Services not provided as required shall be corrected by the Provider to the extent possible at no cost to the City.

2-9
POINT OF CONTACT

For any additional information regarding the Scope of Services and requirements of this Solicitation, contact the Procurement Office at:

Procurement Department
City of Miramar
2300 Civic Center Place
Miramar, FL 33025
Natalie Richmond
Procurement Analyst
Phone: (954) 602-3196
Fax: (954) 602-4573
narichmond@miramarfl.gov

OR

Luz Bartra
Procurement Specialist
Phone: (954) 602-3065
Fax: (954) 602-3631
lmbartra@miramarfl.gov

SECTION 3
SCOPE OF SERVICES AND SPECIAL REQUIREMENTS; PROPOSAL EVALUATION AND CRITERIA; CONTENT OF PROPOSAL

3-1
PURPOSE AND INTENT OF REQUEST FOR PROPOSALS

Purpose

The City of Miramar is seeking a qualified firm to provide unarmed security guard services at City-owned facilities. Specifically, the City's Cultural Center (referred to as "M.C.C.A."), the City's Waste Water Reclamation Facility (referred to as "WWRF"), and the City's Multi-Service Complex, in addition to other facilities as needed.

It is the intent of the City to provide unarmed security guard services by means of well-trained, experienced, alert, interested, and reliable security guards for protection of personnel/property at specified facilities. The Proposer shall impress upon its personnel that their primary duty and responsibility is to safeguard City employees as well as property in and around City facilities. This general order supersedes all others. The Proposer's personnel shall act in a courteous and professional manner at all times. The Proposer shall provide appropriately equipped and trained personnel, with background inspections completed according to the City's specified eligibility criteria. The Proposer shall be liable for losses, potential losses or damages arising from the actions of its personnel.

3-2
CITY BACKGROUND

The City is a growing municipality located in southeast Florida, approximately halfway between Miami and Fort Lauderdale. The City has experienced unprecedented growth over the past several years, with an increase in population from 72,739 in 2000 to 128,432 in 2014. The City's infrastructure, residential, commercial, and economic development has also increased at an explosive pace during the same period. The City is a long and narrow city, approximately 2.5 miles wide (north to south) and 14 miles long (east to west).

3-3
SCOPE OF SERVICES AND SPECIAL REQUIREMENTS

The Proposer Shall:

1. Administer and provide security guard services for the M.C.C.A., which shall include, but not limited to, the main theater, art gallery, banquet hall, kitchen, botanical garden, 1st and 2nd floor studios and administration offices.

2. Administer and provide security guard services for the WWRF, which shall include, but not limited to, staffing the main entrance security gate as well as periodic patrolling of the compound without leaving the gate compromised.

3. Administer and provide security guard services for the Multi-Service Complex, which shall include, but not limited to, staffing the main front desk and periodically patrolling the building, both inside and out on a daily basis.

4. Provide sufficient security to protect all City property and equipment from being damaged, defaced, destroyed or stolen.

5. Accept responsibility for the custody of all City property, sites or buildings and any losses due to theft or vandalism shall be reimbursed to the City by the Successful Proposer.

3-4
SERVICE REQUIREMENTS

The Proposer shall ensure the following Service requirements are met:

1. WORKDAYS AND HOURS

   a. Security guard Service shall be provided for the hours and workdays for each location as noted in this Solicitation.

   b. The Work Schedule shall be as follows:

      - WWRF: Monday – Friday, 7:00 AM – 6:00 PM
      - M.C.C.A.: Monday – Sunday, 16 hours per day (2 shifts, 7AM – 3PM, 3PM-11PM)
      - Multi-Service Complex: Monday – Friday 7:30 AM – 6:30 PM

2. TRAINING

   a. Proposer shall designate a training officer who shall perform all training for a new security guard assigned to the City.

   b. If a new security guard is provided subsequent to the City-provided training, the Proposer shall ensure the newly assigned security guard is properly trained on City security procedures for a minimum of eight hours and at no additional cost to the City, prior to assigning duty locations.

   c. Training shall include, but not limited to, working on-site at a City security guard post with a guard previously trained by the Proposer.

   d. Once individuals are trained, the same individual shall be utilized and assigned to the same City post areas and given the opportunity to be cross-trained at other security guard posts.

3. SITE-SPECIFIC PROCEDURES

   a. Site-Specific Procedures will be identified and developed jointly by the City and Contractor.

4. SECURITY GUARD DUTIES

   a. The security guards shall perform the following duties among other duties as deemed necessary by the City:

      - Be knowledgeable of the specification requirements and post instructions to ensure strict compliance with the requirements.
      - Ensure door and gates are locked and unlocked as requested by the City.
      - Patrol interior and exterior of buildings, grounds, and City vehicles at random intervals.
      - Monitor all security systems including, but not limited to, burglary, fire, and close circuit television ("CCTV") systems.
      - Report any maintenance problems to the City building facility manager and the City Security Branch so that staff can make entries into the Daily Activity Log.
      - Complete Daily Security Report form(s) and ensure all activity occurring during the shift is recorded to include, but not limited to, any unusual and suspicious activity.
      - Assist the City building facility manager and the City first responders in implementing the City procedures for all fire alarms, bomb threats and other emergencies.
      - Regularly conduct random checks on all boxes and containers taken out of the building to ensure City property is not removed by unauthorized personnel.
      - Maintain contact with designated City staff by phone or two-way radio as established by post instructions to designated dispatcher.
      - Maintain respect for and high level of professionalism toward employees, contractors, and visitors. Maintain a professional and business like demeanor at all times.
      - Be present at assigned duty areas at required times. Security guards shall not leave assigned area unattended until properly relieved. Under no circumstances shall any assigned duty area be left unattended without prior written City approval.
      - Be alert to surrounding area of responsibility at all times.
      - Ensure unauthorized personnel do not enter City grounds and facilities beyond general public access at any time.
      - Avoid using force except when absolute necessary to protect persons and property.
      - Control pedestrian traffic entering and departing the facilities.
      - Enforce a personnel identification system by checking identification badges and/or vehicle parking decal permits, if applicable, and preventing entry of any unauthorized persons and/or vehicles into the facility.

- Maintain complete and accurate records regarding entry and departure of employees, visitors and vendors on City property.
- Protect and safeguard materials, data, equipment and City property against loss, theft or damage.
- Provide reports which detail all unusual situations and circumstances to the security personnel's supervisor both verbally and in writing.
- Respond to alarms, suspicious activities, fires, injuries, security incidents or any emergency situations.
- Participate in the initial incident investigations and submitting appropriate detailed reports to the appropriate City staff.
- Patrol on foot within the facility and check designated areas, rooms, materials, equipment, etc.
- Deter intruders and make rounds as required, at times designated. It is necessary that security equipment (fencing, locks, alarms, intrusion devices, etc.) be checked during tours of duty to assure that this equipment has not been tampered with, removed, destroyed, cut, broken or found to be defective in any way.
- Conduct initial investigations into any unusual incidents or occurrences uncovered during a tour of duty and, without undue delay, notify the City site representative or his/her designee and submitting a detailed report to security personnel's supervisor with a copy of the report to the Contract Administrator.
- Attend all court appearances for enforcement actions in which any security guard was involved at no additional cost to the City.
- Contact appropriate departments when incoming mail, fax, or carrier delivery is received at their post. Department personnel will be responsible for receipt of such material.
- Report any hazardous safety condition.
- Monitor CCTV monitors for specific buildings and areas (i.e. parking lots) when not performing other duties. The guard shall immediately report any and all suspicious, criminal or unusual activity at any City location to the local police department and the City designated representative.
- Perform any other duties or functions not specifically outlined or set forth above but which are identified as falling within the scope and realm of a security guard's responsibilities.

5. SITE SUPERVISOR DUTIES

a. The site supervisor shall:

- Be knowledgeable of the specification requirements and post instructions to ensure strict compliance with the requirements.
- Ensure that security guards are monitoring contractors and Subcontractors at City facilities upon request by the City.
- Schedule relief for security guard personnel for lunch or breaks each day. Under no circumstances shall any assigned duty area be left abandoned without proper authority.

- Make a minimum of one physical check of the security guards per week and provide the City designated representative with a weekly inspection report. Problems and issues shall be handled in the following manner:

  (i) Any identified problems or issues shall be corrected within 24 hours.
  (ii) Corrective measures shall be taken the next day and site supervisor shall provide an expected time of resolution.
  (iii) If a problem or issue cannot be corrected within 24 hours, the site supervisor shall contact the City designated representative by telephone. The site supervisor shall follow up in writing explaining the nature of the problem and why it cannot be corrected within 24 hours.

NOTE: Failure to comply may result in the Contract being terminated.

6. CONTRACT MANAGER DUTIES

   a. The Contract Manager shall:

      - Maintain continuous awareness of the quality and completeness of the work performed by the security guard personnel.
      - Make periodic joint inspection checks on all security guards with the City designated representative on a monthly basis or as requested by the City.

3-5
KEY PERSONNEL QUALIFICATIONS

The Proposer shall provide the following key personnel with the listed qualifications:

1. CONTRACT MANAGER:

   The Contract Manager shall have:

   a. A minimum of three years of experience within the last five years in managing security guard personnel.

      Extensive knowledge and experience in unarmed services and patrol services procedures. “Extensive knowledge” is defined as a broad knowledge of elements of a job and interrelated business areas to develop or direct the development of new methods procedures or processes, implement their use and integration into existing programs and assume responsibility for peoples and its Services.

   b. Specialized training in laws and liabilities, security awareness, mediation and conflict resolution, disaster and emergency situations and managing personnel at various types of facilities.

2. SECURITY GUARD SITE SUPERVISOR

The Security Guard Site Supervisor shall have:

a. A minimum of three years of experience within the last five years in managing security guard personnel.

b. Extensive knowledge and experience in unarmed services and patrol services procedures.

c. Specialized training in laws and liabilities, security awareness, mediation and conflict resolution, disaster and emergency situations and managing personnel at various facilities.

3. UNARMED SECURITY GUARD(S) QUALIFICATIONS:

Security guard(s) shall have:

a. A minimum of one year of actual experience as a security guard and patrolling services in the field, excluding training, and a current Florida Class D security guard license.

b. The ability to walk a minimum of 300 yards, climb stairs, and lift and carry 20 pounds.

c. The physical and mental ability to perform the requirements of this specification.

d. A high school diploma or GED equivalent.

e. English language fluency with ability to receive, give, and understand written and verbal instructions and procedures.

f. The ability to communicate orally and in writing.

g. Possess proper telephone etiquette answering skills.

h. Any required licensing and qualification to carry any type of non-lethal weapons, such as batons, chemical spray, etc. Carrying of non-lethal weapons shall be only as authorized by the City. Upon approval to carry non-lethal weapons, the Proposer shall furnish proof to the City verifying security guards are qualified and have been trained.

3-6
UNIFORMS AND EQUIPMENT

1. The Successful Proposer shall provide the following:
   a. Labor, uniforms, badges, equipment, materials, supplies, vehicles, training, supervision, and management to satisfactorily perform unarmed security guard services as required by the Contract in compliance with all applicable Florida laws that pertain to the "Security Services" field. A professional appearance and demeanor are vital to a positive first impression.

   b. One flashlight, reflective, high conspicuity safety vest with "SECURITY" on back, and foul and cold weather apparel for each security guard.

   c. All additional necessary equipment/materials for security guard's use including but not limited to: flashlights, clipboards, log books, daily activity logs, two way hand held radio/Cell phone, etc.

2. Security guards shall:

   a. Be in uniform at all times while on duty. The uniform shall be neat, clean, pressed and kept in good physical condition. Non-company supplied symbols, pins, buttons, or slogans may not be applied to the uniform.

   b. Wear an identifying name badge with the company's logo which shall be clearly visible.

   c. Maintain a neat and professional appearance at all times.

   d. Carry all equipment necessary in the performance of their duty.

3-7
PERSONNEL REPLACEMENT

1. The City designated representative shall have the final approval as to which security guard may be assigned to City facilities.

2. The City reserves the right to request to remove and replace any security guard or staff who, in the City's sole discretion, does not meet the City professionalism, is not attentive to duty requirements, and who appears incapable of performing assigned duties or is not in compliance with service requirements in this specification or the City post Instructions.

3. Any security guard that the City requests to be removed shall be replaced within one hour during the term of the Contract period as requested by the designated representative of the City.

4. EMERGENCY: The City will require the Proposer to provide additional unarmed uniformed security guards personnel at City facilities or facilities under the control of the City during emergency situations, such as a natural disaster, act of terrorism, or a catastrophic event. This service is on an as-needed basis. Additional security guards shall be readily available within four (4) hours of telephone notification by the City designated representative.

5. Security guards shall remain on duty and be required to work up to 12 hour shifts. Security guards may be required to work up to an additional 12 hours during the day or night and on any day of the week.

6. Security guards shall not work more than two consecutive shifts, unless it has been mutually approved by the City and the Proposer.

7. Security guards reporting to work under the influence of alcohol or any illegal substance or out of uniform will not be allowed to stay on duty. The Successful Proposer shall be responsible for the immediate replacement of the guard and shall staff the post until the next scheduled guard arrives for duty.

8. Security guards may be assigned additional duties as designated by the City designated representative, including but not limited to driving, transportation, carrying and lifting objects, protecting designated areas with supplies and materials and other duties as assigned within the scope of specification

3-8
NON-COMPLIANCE WITH WORK HOUR REQUIREMENTS

1. If a Proposer fails to have a security guard on duty at a City specified work facility at the scheduled time for three occurrences during six-month period, the City may, at is discretion, cancel the Contract due to non-performance.

2. The Successful Proposer must ensure assigned guards are at their designated post at the scheduled time. If a security guard is unable to report to duty as scheduled, the Proposer shall immediately provide a replacement to begin at the designated scheduled time or have the Site Supervisor replace the guard until a replacement arrives for duty.

3. In the event that a designated post is left unguarded, and City personnel should provide coverage and act in the capacity of the guard, the City will have the right to deduct the amount for the City staff's wages and benefits from the monthly invoice, or seek reimbursement from the Proposer.

4. Security Guard may not sleep on while on duty. If a guard should sleep while on duty at one of the designated posts, the City reserve the right to terminate the Contract.

3-9
PROPOSER REQUIREMENTS

The Proposer shall:

1. Have an office located in the Broward or Miami-Dade County. The City has the right to inspect the Proposer's office before or after award. Proposer shall maintain and staff the office 24 hours a day, seven days a week during the term of the Contract and provide a local 24-hour, seven-days-a-week phone number.

2. Be in compliance with Florida Statutes Chapter 493 and all applicable local, state and federal rules and regulations.

3. Have sufficient security staff and security guard personnel to meet City needs during regular scheduled hours and emergency events.

4. Be in good financial standing and shall not be in any form of bankruptcy, current in payment of all taxes and fees and have no other financial difficulties that may prevent Proposer from completing this Service.

5. Agree to have Contract Manager or site supervisor shall return calls within 15 minutes of being contacted by the City designated representative.

6. Not use City employees who may have secondary employment with the Successful Proposer to staff City designated posts.

7. Provide the following security guards on an as-needed basis, which may include but not be limited to:

   a. Uniformed unarmed or unarmed patrol guards.

   b. Uniformed unarmed security guards when requested by the City for special occasions or in emergency situations.

   c. Security guard site supervisors.

8. Provide the required type of security guards at multiple service facilities at the time requested by the City.

9. Provide proof of valid Florida Class D licenses for all guards assigned to work at City-designated posts and provide background check for guards as requested by the City.

10. Provide the City designated representative the names of all security guard personnel performing under the Contract and provide updated information as changes occur.

11. Ensure security guard(s) are on time and at their scheduled the City facility.

12. Prior to security personnel being assigned to a shift at any the City facility, the Proposer shall:

a. Submit a letter to the City designated representative verifying each individual assigned meets or exceeds the City's security requirements.

b. Ensure that the relevant security guard does not work more than two consecutive eight-hour shifts either for the City or the City and another client of the contractor, unless otherwise directed or approved by the City representative.

13. Provide staff and personnel with dependable vehicles with company logo as needed at designated the City locations.

14. Meet with the City-designated representative and establish post procedures and instructions for each assigned post.

15. Ensure that any request for changes to post procedures or other special requests for security guards be made in writing. These changes must be approved by the City-designated representative in writing.

16. Correct all discrepancies brought to the attention of the Proposer by the City designated representative within 24 hours.

3-10
ADDITIONAL LOCATIONS

The City reserves the right to add or remove facilities to and from the Contract, or adjust work schedule within 15 days written notice. There may be instances when the City will request the addition or removal of security guard immediately due to emergency situations.

3-11
CONFIDENTIALITY

City business may not be disclosed to any individual, corporation, news entity or any other government agency at any time without prior written approval of the City.

3-12
CONTRACTOR OR SUBCONTRACTOR MONITORING

During the term of the Contract, the City may or may not have contractors and/or subcontractors working on special projects at City facilities. The city may require that the Successful Proposer:

a. Provide a security guard to monitor and oversee the contractor and subcontractor personnel while working at designated facilities. The City will provide a minimum of 48 hours notice to Proposer when additional security will be needed.

b. If the City requests additional security guards at a facility to monitor a contractor or subcontractor, and the contractor or subcontractor is not at the facility, the City will pay a minimum of two hours of regular time to the Proposer.

3-13
FEES AND COSTS

1. Proposers shall quote an all-inclusive fee for the work described under Scope of Services. The all-inclusive fees shall include, but not limited to, all labor, travel, lodging. Materials, printing, overhead and profit and any other Proposer expense for this project, unless described as a separate cost in this section.

3-14
MANAGEMENT AND PERSONNEL

The Proposer shall include the following information in the Proposal:

1. Profile of the Firm – State whether your firm is local, national, or international. Additionally, state the following:

    a. Age and size of the firm and local office.
    b. Location of the office where the work on this Project is to be performed.
    c. Number and nature of the staff to be assigned to this Project on a full time basis (resumes are preferred).
    d. Number and nature of staff to be assigned to this Project on a part time basis (resumes are preferred).

2. Identify the supervisory and management staff who will be assigned to the Project and indicate whether each holds any certifications and licenses applicable to the proposed Project. Provide resumes for each person that will be assigned to this Project.

3. Provide a detailed description of the nature and status of any pending or completed litigation, claims made, investigations and or sanctions by the SEC, MSRB or other similar entities, contract disputes or defaults and liens arising in regard to your company's performance of any services or current or former members of your firm arising (during the tenure at your firm) within the last five years prior to the Due Date of this RFP. If Subcontractors or Subconsultants are utilized, provide similar information for the Subcontractors/Subconsultants.

4. Provide at least five client references for which the Project team/firm has provided similar services and example deliverables (if allowed), along with contact information. Reference for other government agencies are preferred (See Proposer References Form, Section 5).

5. Proposer must be operating as the same business entity for a minimum of five years and have been successful in the business of Security Guard Services actively and continuously for a minimum of five years.

3-15
SILENCE OF SCOPE OF SERVICES

The apparent silence of the foregoing Scope of Services as to any detail or omission from it as to a detailed description concerning any specifics shall be regarded as meaning that only the best commercial practices are to prevail and that only equipment and workmanship of first quality are to be used. All interpretations of this Scope of Services shall be made upon the basis of this statement.

3-16
PROPOSAL EVALUATION AND CRITERIA

Following the closing of this Solicitation, the Proposals will be evaluated by a selection committee appointed by the Chief Procurement Officer. The selection committee may be comprised of any combination of City staff, consultants, 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 scoring of the Proposals will be based on a point total and not a percentage factor. The selection committee will evaluate and rank the Proposals received on the basis of the criteria and available points indicated below. 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 (to include 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, Contract negotiations will be commenced with the highest evaluation scoring, responsive, responsible Proposer and whose Proposal will be the most advantageous to the City. Should the City and such 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, and to continue following this process until a mutually acceptable Contract is reached. Once a mutually acceptable Contract is reached, the City Commission will then be asked to approve the award of the RFP and the successfully negotiated Contract.

The resulting Contract shall contain requirements, terms and conditions consistent with this Solicitation, along with any modifications which the City, in its sole discretion, may require or accept. The final Contract may include but not necessarily be limited to terms and conditions related to the Scope of Services; initial term and optional renewal terms; compensation; payments; City's audit and inspection rights; public records; compliance with federal, state and local laws; certificates of competency, if applicable; indemnification of the City; the City's sovereign immunity protection; Proposer default; City termination rights; insurance requirements; non-discrimination; assignment limitations; notices; and Proposer's independent contractor status.

No rights shall inure to the benefit of any Proposer pursuant to this Solicitation until the Contract is approved by the City Commission and has been executed by both parties.

Evaluation Categories		Points
A.	Experience and Expertise	25
B.	References	10
C.	Resources and Proposed Method of Contract Performance	20
E.	Financial Stability	15
D.	Price/Fee structure:	30
F.	City Local Preference	5
G.	CBE/SBE Preference	5
Total Points		**110**

Lowest Cost Proposal divided by Proposer "X" Cost Proposal times maximum available cost points = Proposer "X" Cost Score

Example:
Firm "A" cost proposal is $10,000 and is the lowest cost proposal
Firm "B" cost proposal is $15,000
Firm "C" cost proposal is $20,000

Cost Points Available: 30

Calculation:
Firm "A": Lowest price and receives 30 points
Firm "B": ($10,000)/($15,000) X 30 points = 20 points
Firm "C": ($10,000)/ ($20,000) X 30 points = 15 points

3-17
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, and similar matters) in their Proposal. Failure to follow these instructions may result in rejection of the Proposal.

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	Experience and Expertise
3	Resources and Methodology
4	References checks with other clients
5	Proposer Background Information
6	Exceptions and Deviations
7	Other Required Forms and Attachments
8	Cost Proposal
9	Addenda
10	Affidavits and Acknowledgements

Instructions relative to each part of the Proposal are defined in the remainder of this section.

Costs for the Proposer's recommendation(s) 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.

TAB 1: Executive Summary

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

- Be licensed to do business in the State of Florida.
- Operating in Business for a minimum of 5 years

TAB 2: Experience and Expertise

Proposers must provide information about their firm so that the City can evaluate the Proposers' stability and ability to support the commitments set forth in the Proposal. Following is the information that Providers should include in this section:

1. The firm's background, including a brief description (e.g., past history, present status, future plans, company size and related matters) and organizational 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 and Bradstreet report as part of the Proposal.

3. If the Proposer 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, and receive copies on any agreements or contracts with the Subcontractors. Contractors and Subcontractors are expected to also act as fiduciaries of the City.

4. Include names of representatives, professional/work background and qualifications, with titles and areas of expertise, who will be directly responsible for this Project.

5. Describe the expertise of your staff/contractors in performing the types of Services requested in this RFP.

TAB 3: Resources and Methodology

1. Adequacy of amount of quality resources assigned to the Project.

2. Overall approach to Project.

3. Consideration of Services provided and approach to meeting goals and deadlines.

4. Description of Services provided and approach to meeting goals and deadlines.

TAB 4: References checks with other clients

Submit five public-entity accounts comparable in size and nature to Miramar, which will qualify the Proposer to handle the City's requirements.

TAB 5: Proposer Background Information

The Provider must respond to the Provider Background Questionnaires in Section 5 of this RFP.

TAB 6: Exceptions and Deviations

If the Proposer finds it impossible or impractical to adhere to any portion of this Scope of Services 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 from 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. Providers taking exceptions do so at their own risk.

TAB 7: Other Required Forms and Attachments

Place all other forms that have not been identified as associated with another tab, including attached questionnaire, under this tab. This should include any Contract forms desired for consideration as part of the Contract.

TAB 8: Cost Proposal

Costs/Revenues for the Proposer's recommendation(s) 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 Services.

In the event the Goods or Services are provided at no additional cost, the item should be noted as "no charge", or words to that effect.

In the event the Goods or Services are not being included in the Proposal, the item should be noted as "No Bid".

Proposers shall provide all pricing/revenue alternatives in these cost sheets.

Proposers shall provide prices in U.S. dollars.

Proposers shall provide the rationale and basis of calculation of 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 term of the Contract.

The City reserves the right to pursue direct purchase of all items and Services proposed, as well as to obtain independent financing.

TAB 9: Addenda

Include all original, signed copies of addenda in this section.

TAB 10: Affidavits and Acknowledgements.

The following forms are attached at Section 5 below and shall be completed and provided as part of this Proposal. FAILURE TO COMPLETE, SIGN AND RETURN THESE FORMS MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE".

FORM CHECKLIST:

1) ___ PROPOSAL COVER SHEET AND SIGNATURE FORM

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
CONTRACT

AGREEMENT

BETWEEN

THE CITY OF MIRAMAR

AND

_____

FOR SECURITY GUARD 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 the "City"), and _____, a _____ corporation or individual with principal business address located at _____ (hereinafter referred to as "Contractor").

WHEREAS, on _____, 2016, the City issued Request for Proposals No. 16-12-10 ("RFP") for " Security Guard Services" (the "Services"); and

WHEREAS, the Contractor was determined by an Evaluation Committee to be the highest evaluation scoring, responsive and responsible Proposer, and whose Proposal was most advantageous to the City; and

WHEREAS, on _____, 2016, the City Commission approved the award of the RFP to Contractor and authorized negotiation and execution of an appropriate Agreement between Contractor and the City for the provision of the Services, for an initial term of three year(s) with two optional one-year renewal periods.

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

SECTION 1
RECITALS

The above recitals are true and correct and are incorporated and made a part of this Agreement.

SECTION 2
SCOPE OF SERVICES

2.1 This Agreement is subject to and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions and requirements set forth and described in the RFP, the Contractor's Proposal submitted in response thereto 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 General Terms and Conditions, the Special Conditions, the Specifications or Scope of Services, the Contract or any amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Specifications or Scope of Services; the Special Conditions; the General Terms and Conditions, and then the Contract.

2.2 Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each.

SECTION 3
COMPENSATION

3.1 City agrees to pay Contractor at a rate of _____ per hour the following fees for services described herein:

3.2 Contractor shall submit periodic invoices for the Services provided to:

City of Miramar
ATTN: Accounts Payable
2300 Civic Center Place
Miramar, FL 33025

The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

3.3 Services shall be provided to the City in strict accordance with the Scope of Services set forth and described in the RFP. If the Services provided by Contractor do not meet the applicable Scope of Services, Contractor will not receive payment for such

nonconforming Services and shall pay the City all fees and/or costs associated with obtaining satisfactory Services.

SECTION 4
TERM OF AGREEMENT

4.1 The term of this Agreement shall commence on _____, 2016, and shall continue, unless otherwise terminated by the City as provided herein, for three years from that date.

4.2 The City shall have the option, in its sole discretion, of renewing this Agreement for up to two additional one-year terms, subject to mutual agreement as to the price for each option period, which shall be negotiated at least 30 days prior to the end of the term in effect.

4.3 The City's Chief Procurement Officer may authorize up to a 90 day extension of this Agreement in accordance with its terms and conditions, and the City Manager or her designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

4.4 This Agreement shall be subject to the annual appropriation of funding by the City during its budget process, the failure of which, in the City's sole discretion, may serve as a basis for termination of this Agreement pursuant to Section 8 below, or nonrenewal of this Agreement.

SECTION 5
TERMINATION OF AGREEMENT

5.1 **Termination for convenience.** The City may terminate this Agreement for convenience by giving Contractor 30 calendar days' written notice. In the event of such termination, Contractor shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the City, up through the date of termination. Under no circumstances shall the City make payment for Services nor shall Contractor invoice the City for Services not yet provided.

5.2 **Termination for cause.** This Agreement may be terminated by either party upon five calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the City, Contractor shall indemnify the City against losses pertaining to this termination. In the event that this Contract is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 5.1 of this Agreement, and the provisions of Section 5.1 shall apply.

5.3 **Return of City equipment.** Upon termination of this Agreement, Contractor shall return all City equipment to the City.

5.4 **Survival.** The termination of this Agreement under Section 5.1 or 5.2 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 6
INDEPENDENT CONTRACTOR

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be provided by employees of Contractor subject to supervision by Contractor, and not as officers, employees or agents of the 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 7
INDEMNIFICATION

7.1 Contractor shall indemnify, defend and hold harmless the 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.

7.2 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 8
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 9
INSURANCE

9.1 **INSURANCE -** For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Proposer shall maintain commercial general, automobile (where applicable), workers compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.

9.2 **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.

9.3 **Required Insurance Endorsements** - The City requires the following insurance endorsements:

1. ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.

2. WAIVERS OF SUBROGATION - Proposer agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:

   a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Proposer or the Proposer's employees, agents or Subcontractors; and

   b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Proposer.

This waiver shall apply to all first-party property, equipment, vehicle and workers compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Proposer agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Proposer further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Proposer's failure to obtain such waivers of subrogation from Proposer's insurers.

This Agreement shall not be deemed approved until the Proposer 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 with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Proposer's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

9.4 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. The Proposer's liability insurance shall be primary to any liability insurance policies that may be carried

by the City. The Proposer shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

9.5 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 10
MISCELLANEOUS

10.1 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.

10.2 Precautions shall be exercised at all times for the protection of persons and property. Contractor and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by Contractor responsible for the same.

10.3 Contractor understands and agrees that any information, document, report or any other material whatsoever which is given to Contractor by the City, or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Agreement, is and shall at all times remain the property of the City. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

10.4 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right, at its discretion, to terminate the Agreement without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.5 Contractor 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 Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

SECTION 11
AUDIT AND INSPECTION RIGHTS

11.1 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.

11.2 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 12
AGREEMENT, AMENDMENTS AND ASSIGNMENT

12.1 This Agreement constitutes the entire agreement between Contractor and the 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 or incorporated into this Agreement are of no force and effect.

12.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.

12.3 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 13
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 14
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) 602-3115
Facsimile: (954) 602-XXXX

With A Copy to: Jamie A. 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 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 and Subcontractors understand that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes and U.S. Treasury Department guidelines, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. 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. The Subcontractors will be provided a copy of this Agreement to facilitate compliance with state and federal guidelines.

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 or Subcontractor, 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, EXCEPT for records that are necessary meet the U.S. Treasury Department record retention guidelines for tax exempt borrowing and the Post Issuance Compliance Policy of the City. 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 _____, 2016.

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 FORM
PROPOSAL COVER SHEET AND SIGNATURE FORM RFP No. 16-12-10 (Pre-Tab1)

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

PRICE PROPOSAL SHEET (Tab 8)

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.

b) "Cost Realism" shall mean that the costs in Proposer's Proposal: (1) are realistic for the Services to be provided; (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 (Tab 8) (CONT.)

Fees Proposed below are based on a one-year term and will be multiplied over the number of years for the total contract value. The estimated number of hours is provided based on the work schedule described in Section 3-3 and the City's current estimated use for services on an "as needed" basis. The City reserve the right to adjust the work schedule including the total hours work as deemed necessary.

Estimated Total Annual # of Hours to be worked (including MCCA, WWRF, Multi-Service Complex and 1,000 additional hours to be used as needed)	**Propose Hourly Rate (Billing Rate)**	**Proposed Total (Total Estimated # of Hours to be worked X Proposed Hourly Rate)**
14,550		

TOTAL FEE PROPOSED: (AMOUNT SHOWN ABOVE)

_____

(***Write Figures)***

_____

(***Written Amount)***

TOTAL PROPOSED FEE FOR TOTAL ESTIMATED # OF HOURS TO BE WORKED X PROPOSED HOURLY RATE SHALL BE SHOWN ABOVE IN BOTH FIGURES AND WORDS. IN CASE OF DESCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN.

PRICE PROPOSAL SHEET (Tab 8) (CONT.)

Please provide the following information:

1) What will be the actual hourly rate of pay to the guard? $_____

2) At what rate will the City be billed for Overtime, if needed? $_____

3) What will be the actual hourly rate of pay to the guard for Overtime worked? $_____

PLEASE PROVIDE A PROPOSED HOURLY RATE FOR A ROVING SECURITY GUARD (VEHICLE INCLUDED) FOR USE ON AS "AS NEEDED" OR "IF NEEDED" BASIS.

BILLING RATE $_____ PER HOUR

Taxpayer Identification Number (TIN)_____

PROPOSER:_____
(Company Name)

_____
(Signature)

_____

_____
(Printed Name and Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR RESPONSE "NON-RESPONSIVE"

ADDENDA ACKNOWLEDGEMENT FORM (Tab 10a)

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"

PROPOSER INFORMATION FORM (Tab 10b)

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 and or 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)

PROPOSER INFORMATION FORM (CONTINUED)

(7) Please list five Government contract references:

A) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

B) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

C) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

D) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

E) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (Tab 10c)

Please list all Subcontractors and suppliers to be used in connection with performance of the Contract (use additional pages, if necessary). The City strongly encourages the participation of Local Businesses and/or CBE or SME Firms. Please specify the category for each Subcontractor or supplier.

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (CONTINUED) (Tab 10c)

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

DRUG-FREE WORKPLACE AFFIDAVIT (Tab 10d)

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs.

Section 287.087 of the Florida Statutes provides:

287.087 Preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that 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, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining 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.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the 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 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Vendor's Signature

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

ANTI-KICKBACK AFFIDAVIT (Tab 10e)

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 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 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 10f)

State of)
) ss:
County of)

I, _____, the undersigned authority, being first duly sworn, deposes and says 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 Services for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Service; 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 Services;

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.

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10f)

Signed, sealed and delivered
in the presence of:

_____ By:_____
Witness

_____ _____
Witness (Printed Name)

_____
(Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10f)

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 he/she 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 10g)

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 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"

BUSINESS/VENDOR PROFILE SURVEY (Tab 10h)

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 PROPOSAL "NON-RESPONSIVE"

Exceptions and Deviations Form (Tab 10i)

Contract Terms and Conditions Exception

Proposers must identify clause by number and name and specify Exception. **Exceptions must be fully explained using a chart in the form of the chart set forth 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.

CLAUSE NUMBER	CLAUSE TITLE	EXCEPTION

_____

Proposer's Signature

FAILURE TO SUBMIT ALL INFORMATION RESPONSIVE TO THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

Attachment 2

QUALITY SECURITY SERVICES

REGIONS SECURITY

"Ensuring A Safer Tomorrow"

OUR MISSION IS TO OPTIMIZE THE PROTECTION OF OUR CLIENTS' ASSETS BY DEVELOPING AND IMPLEMENTING A STRATEGIC PLAN.

OUR VISION IS TO BECOME THE MOST DYNAMIC AND RESOURCEFUL SECURITY PROVIDER FOR OUR CLIENTS.

RFP Response Presented To:

CITY OF MIRAMAR

RFP No. 16-12-10

SECURITY GUARD SERVICES

The City of Miramar City Commission
Procurement Department
2300 Civic Center Place
Miramar, FL 33025

MIRAMAR
BEAUTY AND PROGRESS

Regions Security Services Inc.
7925 NW 12th Street. Doral, Florida 33126
Contact: David J. Rodriguez Tel. 305-801-2340 Email: drodriguez@RegionsSecurity.us

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TRANSMITTAL LETTER

CITY OF MIRAMAR
RFP No. 16-12-10
SECURITY GUARD SERVICES
The City of Miramar City Commission
Procurement Department
2300 Civic Center Place
Miramar, FL 33025

RE: RFP No. 16-12-10

Dear City of Miramar Commission,

Thank you for allowing Regions Security Services, Inc. (Regions Security) the opportunity to partake in you bid process for providing security guard services to the City of Miramar. We know that you take the security bid process very seriously. That being said, it is essential that a qualified, experienced and committed security force be selected and I firmly believe that Regions Security can handle the responsibility and opportunity at hand.

Today's security needs are dictated by numerous state laws and protocols. Regions Security services was found in 2010 and has maintained itself abreast of all such requirements and is involved in the field to provide our clients with the level and commitment of service necessary to meet or exceed their needs. At Regions Security Services, we have carefully reviewed your needs as specified in the RFP and believe that we meet all of the qualifications and requirements to carry on a successful security program for the City of Miramar at all of the assigned site locations. I am honored to present you with this security proposal that will remain in effect for 180 days and which meets your security expectations.

Within our credentials, we will explain our origins, motivations, commitment to service and how Regions Security makes and maintains the conscious decision of elevating itself above the traditional "guard" industry. We accomplish it through our recruitment, selection process, site training and assignment protocols as well as through continuous improvement and service excellence.

In closing, we know you have many choices to consider when it comes to hiring a new security provider. I invite you to review our credentials where we identify key elements of our success and regimen to ensure client satisfaction and adherence to security standards. In closing, we stand ready and welcome the opportunity to providing the City of Miramar successful and effective Security Services.

Cordially,

Carlos Rivero Jr.

Carlos Rivero
President & CEO

SECTION 5
SUBMITTAL FORM
PROPOSAL COVER SHEET AND SIGNATURE FORM RFP No. 16-12-10 (Pre-Tab1)

PROPOSER'S NAME (Name of firm, entity, or organization): REGIONS SECURITY SERVICES, INC

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 27-2169908

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

Name: DAVID RODRIGUEZ Title: AREA MANAGER

MAILING ADDRESS:

Street Address: 7925 NW 12TH ST SUITE 306

City, State, Zip: DORAL, FL 33126

TELEPHONE: (305) 801-2340

FAX: (305) 517-1267

EMAIL D.RODRIGUEZ@REGIONSSECURITY.US

PROPOSER'S ORGANIZATION STRUCTURE:

X Corporation ____ Partnership ____ Proprietorship ____ Joint Venture ____ Other (explain):

IF CORPORATION:

Date Incorporated/Organized: 1/10/2010

State of Incorporation/Organization: FL

States registered in as foreign Corporation: ____

PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT IS SOUGHT THROUGH THIS SOLICITATION:

PATROL SERVICES

LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONTRACTORS FOR THIS PROJECT:

NONE

PROPOSER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.

Signed by: [signature] Date: 1-13-16

Print name: DAVID J. RODRIGUEZ Title: AREA MANAGER

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL NON-RESPONSIVE

EXECUTIVE SUMMARY

Monday, January 18, 2016

CITY OF MIRAMAR
RFP No. 16-12-10
SECURITY GUARD SERVICES
The City of Miramar City Commission
Procurement Department
2300 Civic Center Place
Miramar, FL 33025

Re: Security Proposal Response for RFP No. 16-12-10

Dear Ladies and Gentleman of the Procurement Department,

On behalf of the entire operations team here at Regions Security Services, I would like to once again thank you for the opportunity to learn more about your desired work culture and the security expectations for The City of Miramar

At Regions Security Services, we care about protecting our client's assets by understanding their security concerns and overall property objectives. Keeping this simple approach in mind, I am honored to present you with a security proposal that will meet your security expectations while at the same time provide you with peace of mind that your property is always being monitored by a second set of eyes.

I have focused our security response to focus on the following five (5) factors:

- Hiring a staff of proactive and bi-lingual security officers who will demonstrate exceptional hospitality/customer service skills with a proven track record in securing governmental facilities.
- Elimination of excessive paperwork by implementing a technology tablet with real-time reporting along with picture taking capabilities and dedicated Wi-Fi signal, Voice Over IP and Online reporting for real time access.
- Having direct access to Regions Security Services executive management team at all times.
- The City of Miramar's post orders with current industry best practices.
- Ensuring that our operations team is always inspecting what we expect out of ourselves and our service deliverables.

After identifying these key components, Regions Security Services will implement a pro-active security program that will deliver the following:

- Establishing a Detailed Hiring Profile for City of Miramar: Regions Security Services will implement a hiring profile to make sure that we hire the right security officers to work at City of Miramar in accordance to the RFP Requirements.
- Candidates fluent English, security officers must also have a strong background in Industrial / Governmental sites, candidate must also possess excellent customer service/hospitality skills and must have an up to date D-Security License.
- In an effort to eliminate excessive paperwork and bring more efficiency to the day to day security duties at City of Miramar, Regions Security Services will supply one (1) technology tablet. Our on-line reporting software/tablet will allow our security team to transmit real-time incident/log book reports with back up picture documentation if needed.
- You will have direct access to our Branch Management Team and President at all times. It's the personal touches that we value the most here at Regions Security Services. All of our email and cell phone contact information will be added to the emergency contact list within the onsite post orders.
- Post Orders: Regions Security Services will review all current policies and procedures that are in place for City of Miramar. We will make sure to include these rules and regulations into the training phase of our transition plan. Also, all of our security officers will be tested on the post orders and must receive a passing grade before being placed on site for duty
- City of Miramar Security Partnership: Regions Security Services would be honored to earn a security partnership with City of Miramar. We are committed to making the local touches so we can check and balance our service deliverables. As an added measure, regions Security will deploy our Field Supervisor on a weekly basis to check up on uniforms, ensure that post orders are up to date and to review all incident/shift reports for proper documentation.

- In closing, I look forward to taking the next step with you in earning your security partnership. If you should any additional questions, please feel free to contact me anytime at 305-517-1266.

Respectfully,

David Rodriguez-Baez.
Area Manager
Regions Security Services, Inc.

PROPOSER'S RELEVANT EXPERIENCE, QUALIFICATIONS, & PAST PERFORMANCE

Regions Security is a Service-Disabled Veteran-Owned Small Business and a specialized provider of security and ancillary services. Regions Security was born out of the desire and need to address unresponsive and substandard services, red-tape and service delays often offered by other companies.

Regions Security was formed in 2010 by its President & CEO Carlos Rivero, Jr. after serving in the U.S. Army and managing numerous security companies. Mr. Rivero is a highly recognized service-disabled veteran who served in Operation Iraqi Freedom and Operation Enduring Freedom military initiatives. At Regions Security, we care about protecting our clients' assets. By understanding their concerns and overall security objective, we develop and implement a strategic plan for their peace of mind. In other words – doing the job and doing it right!

OUR MISSION

Our mission is to optimize the protection of our clients' assets by developing and implementing a strategic plan.

OUR VISION

Our vision is to become the most dynamic and resourceful security provider for our clients.

OUR VALUES

Regions Security demands that it's administrative and security personnel identify with the organization and assume its values as their own, in order to achieve our mission.

- **Loyalty:** Bear true faith and allegiance to Regions and its clients.
- **Duty:** Fulfill your obligations.
- **Respect:** Treat people as they should be treated.
- **Integrity:** Do what's right, legally and morally.
- **Honor:** Live up to Regions' values.

CAPABILITY STATEMENT

REGIONS SECURITY SERVICES, INC.

"Ensuring A Safer Tomorrow"

Company Profile

Regions Security Services, Inc. is a Service-Disabled Veteran-Owned Small Business specializing in security and ancillary services. Residential communities, hotels, commercial, retail, industrial, and construction businesses have benefited from our services. Government and educational agencies have experienced the value of using our services. Regions Security protects customers assets by helping them understand the criminal mindset and developing a strategic plan for their peace of mind. In other words – doing the job and doing it right!

Services We Provide

- Armed / Unarmed Security Guards
- Security Training & Licensing
- Criminal Background Checks
- Concierge / Front Desk
- Executive Protection
- Logistics Support
- Electronic Security
- Loss Prevention
- Alarm Response

Our **Mission** is to protect our client's assets by providing reliable security services and alternative solutions.

Our **Vision** is to be identified as a leading provider of reliable security services.

Certifications and Registrations

- Service-Disabled Veteran-Owned Small Business
- Disadvantage Business Enterprise
- Micro/Small Business Enterprise
- Minority Owned Small Business
- SBA Certified 8(a) Firm
- FEIN: 27-2169908
- Duns: 961972440
- Cage: 62A57

Primary NAICS

561612	561720	611519	492110
561613	561621	812930	492210

Point of Contact

Name:	Carlos Rivero, Jr.
Title:	President
Address:	7925 NW 12th Street Suite 306 Doral, Florida 33172
Phone:	(305) 517-1266
Fax:	(305) 517-1267
Toll Free:	(877) 505-7774
Email:	info@RegionsSecurity.us
Website:	www.RegionsSecurity.us
Links:	

EXPERIENCE AND QUALIFICATIONS

Scope:
Regions currently provides armed and unarmed security for Government contracts with the United States Department of Agriculture, Town of Palm Beach Marina, City of Hollywood, City of North Miami Beach, and numerous commercial customers. Regions current and past experience exceeds the requirements of the City of Miramar. Regions, in addition to the statement of work compliance, also performs many related activities including, (1) providing experienced managers and supervisors; (2) training, (3) certifying, (4) staffing, (5) scheduling security personnel to perform security services; (6) enforcing government rules & regulations; (7) handling hazardous materials; (8) operating security and safety systems; (9) managing a lost and found property system; (10) maintaining physical security; (11) supporting additional operational requirements; (12) ensuring continuity of operations; (13) providing surge staffing on short-notice, (14) incident reporting; and (15) maintaining a high level of customer service with the general public.

Complexity:
Regions currently handles complex operations such as our contract with the City of Hollywood, Florida, where Regions coordinates a mobile workforce providing security services at nine different locations including, waste water plants, marinas, maintenance garages, the special events center, and the very high profile City Hall. The Town of Palm Beach contract which is served with Armed Guard Officers to protect multiple docks, The City of North Miami Beach contract requires managing operations at five locations with dual security requirements split between local police and Regions. This requires a high level of daily communication and coordination with local police ensuring security needs are achieved.

Contract Type:
Regions has successfully managed Government-type fixed and hourly price contracts and is experienced in implementing cost efficiencies to help reduce local government security costs.

Why choose Regions Security?
Regions Security Services presents the best value for providing armed and unarmed security from a number of perspectives.

Regions Will Help City of Miramar Achieve its Small Business Goals
Regions is a Small Disadvantaged 8(a) as well as a Service-Disabled, Veteran-Owned Small Business (SDVOSB). With the primary requirement being achieved as an 8(a), the Service-Disabled and Veteran-Owed classifications are also significant small business goals.

Established Florida Operations
Based in Doral, Florida, Regions is a licensed State of Florida guard services contractor with extensive security operations in Southern Florida providing armed and unarmed access control security services for local city governments and private industry. Regions has over 225 Florida-licensed security officers located throughout South Florida.

Knowledge of Security Industry

Annually, Regions provides close to 400,000 hours exclusively dedicated to security services and has a wide security knowledge base, well versed in implementing, administering and executing government contracting requirements.

Experienced Key Managers

Regions has a track record of successfully managing complex armed and unarmed security operations for City Governments and interfacing with Contracting Officer Representatives (CORs), Contracting Officers (COs), and local law enforcement authorities. Our proposed Project Manager Mr. Alejandro Gonzalez is a 10-year seasoned security professional who has served Regions Security for over 5 years.

Proven Success Exceeding the Security Performance Goals

"It is through your efforts and the efforts of organizations such as Regions Security Services that communities are able to grow and prosper"

Doral FL Chief of Police, Richard Blom

Regions currently performs all of the contract service delivery summary performance objective requirements identified in the RFP. Guard performance awards will be tied to achievement of SDS performance objectives both individually and collectively, including customer service goals as a portion of their responsibility to represent the City of Miramar in a positive fashion. Regions will be responsible for not only individual guard performance, but performance that is team based (i.e. group attendance, emergency response, SOP knowledge).

The Security Supervisors will be rewarded for effective overall security as outlined in the Government Quality Surveillance Plan (QASP) and as measured by the City of Miramar Service Delivery Summary (SDS).

Effective Customer Service

Regions has consistently demonstrated effective customer service while performing access control and security services in high visitation/high visibility public areas. We believe that first class customer service results in a calmer security experience for the employees and visitors of these facilities, which allows the guards to better focus on their security mission. We also believe that poor customer service causes distractions to the security team. Therefore, we will train and empower our guards to resolve conflicts and focus customer service training on interactive communications skills with residents, visitors, employees and staff.

Regions believes that exceptional customer service begins with an outstanding workforce by recognizing their contribution to the company.

Respecting the Current Workforce

If the City of Miramar wishes, Regions Security can make an offer employment to current guard personnel (pending employees meeting Regions suitability standards) to fill projected staffing requirements if the client wishes.

Low Risk Transition

Regions has successfully transitioned 80 security services contracts on time and without incident and without missing a transition deadline. Our proven transition approach includes managing transition as a project using a resource-loaded transition schedule to ensure that all required transition activities are scheduled and managed with weekly transition schedule status updates provided to the City of Miramar .

Current and past project information

Regions has managed large and small armed and unarmed contracts in South Florida since 2010. Relevant current and past project security experience including the following contracts:

- Regions provides armed and unarmed licensed security officers who perform security services for the City of Hollywood at multiple locations. The contract scope includes protecting government infrastructure, property, and employees; controlling access and screening authorized personnel at government facilities and other City property; and processing visitors. Regions Security maintains security checkpoints and patrols assigned locations on foot or by vehicle when and where required by the City. Officers also conduct property searches and inspections of facilities, personnel, and vehicles entering government facilities.

- Regions provides armed and unarmed licensed guards for the City of North Miami Beach. Requires managing security operations at five locations with dual security requirement split between the police and Regions, requiring high levels of communication and coordination.

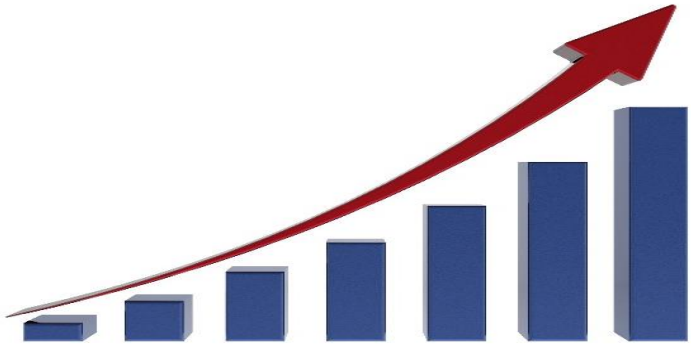
- Regions provides armed security professionals for the United Stated Department of Agriculture. The contract scope includes protecting property, assets, and employees; controlling access and screening authorized personnel at buildings and processing visitors. Regions Security maintains security checkpoints and patrols assigned locations on foot. Officers also conduct property searches and inspections of facilities, personnel, and vehicles entering facilities.

- Regions provides perimeter security to WRS Compass who was awarded a $10.8 million contract in 2013 with the Jacksonville District of the U.S. Army Corps of Engineers to perform the Herbert Hoover Dike Rehabilitation Project in Palm Beach City, Florida.

- Regions was awarded an armed guard contract with the prestigious Seybold Building in downtown Miami which is the largest jewelry building in Florida housing over 200 individual shops, and the second largest jewelry building in the United States.

Our Growing Geographical Coverage

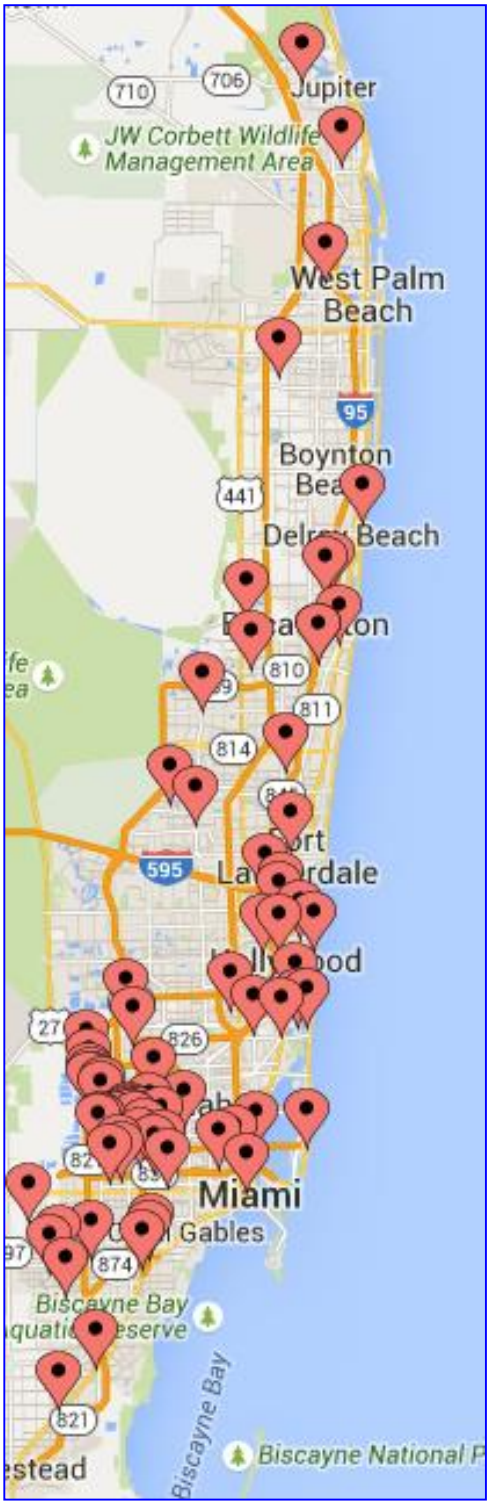
Miami Dade Concentration of Service



Awarded in the Top 10 position in 2015 as one of the **Fastest Growing Companies** by the *South Florida Business Journal*, it is clear that we continue to expand in all major markets from Jupiter to South Homestead.

Regions Meets the Minimal Required Number of Contract Hours / Experience:

With close to 80 contracts and 7,000.00 weekly man-hours currently serving all over South Florida, Regions Security, It's ownership and Management Staff have the tenure and experience to take on the proposed services, sites, and volume of work.



COMPANY ACCOLADES

Below are some of the achievements that Regions Security Services Has accrued over the last five years. With 2015 marking our highest year of growth and development since our inception.

- 2015 Small Business of the Year Award – Doral Business Council
- 2015 Fastest Growing Company – South Florida Business Journal
- 2015 Rising Star Award - Commercial Industrial Association of South Florida
- 2014 Young Professional of the Year - Building Owners and Managers Association
- 2014 Finalist, Greater Miami Chamber of Commerce Top Minority Business Awards Young Professional of the Year
- 2013 Member of the Year Award - Latin Builders Association
- 2013 Certificate of Appreciation - Greater Kendall Business Association
- 2012 Security Agency of the Year Award - Minority Chamber of Commerce
- 2012 Certificate of Appreciation - City of Doral
- 2012 Member of the Month Certificate - Latin Builders Association
- 2011 Certificate of Special Congressional Recognition - Senator Marco Rubio & Congressman David Rivera

SFBJ's 2015 FASTEST GROWING COMPANIES

RICK SCOTT
GOVERNOR

September 4, 2015

Mr. Carlos Rivero, Jr.
Regions Security Services
7925 Northwest 12 Street, Suite 306
Doral, Florida 33126

Dear Mr. Rivero:

Congratulations on Regions Security Services recently being included in the *South Florida Business Journal's* list of Fastest Growing Companies. Businesses provide opportunities to families across our state. Floridians like you are helping make our state the best place in the world to raise a family, have a great career, and enjoy a life full of opportunity.

Florida businesses have created a total of 917,400 private-sector jobs since December 2010. Thousands of Floridians are finding new opportunities to find a great job, provide for their loved ones, and achieve their dreams in our great state. We are working hard to continue cutting taxes and reducing regulations so more businesses will grow and expand here.

Thank you for helping make sure every family has the opportunity to succeed here in the Sunshine State. Please let me know your ideas for how we can continue making our state the best place in the world to grow a business, a career, and a family.

Sincerely,

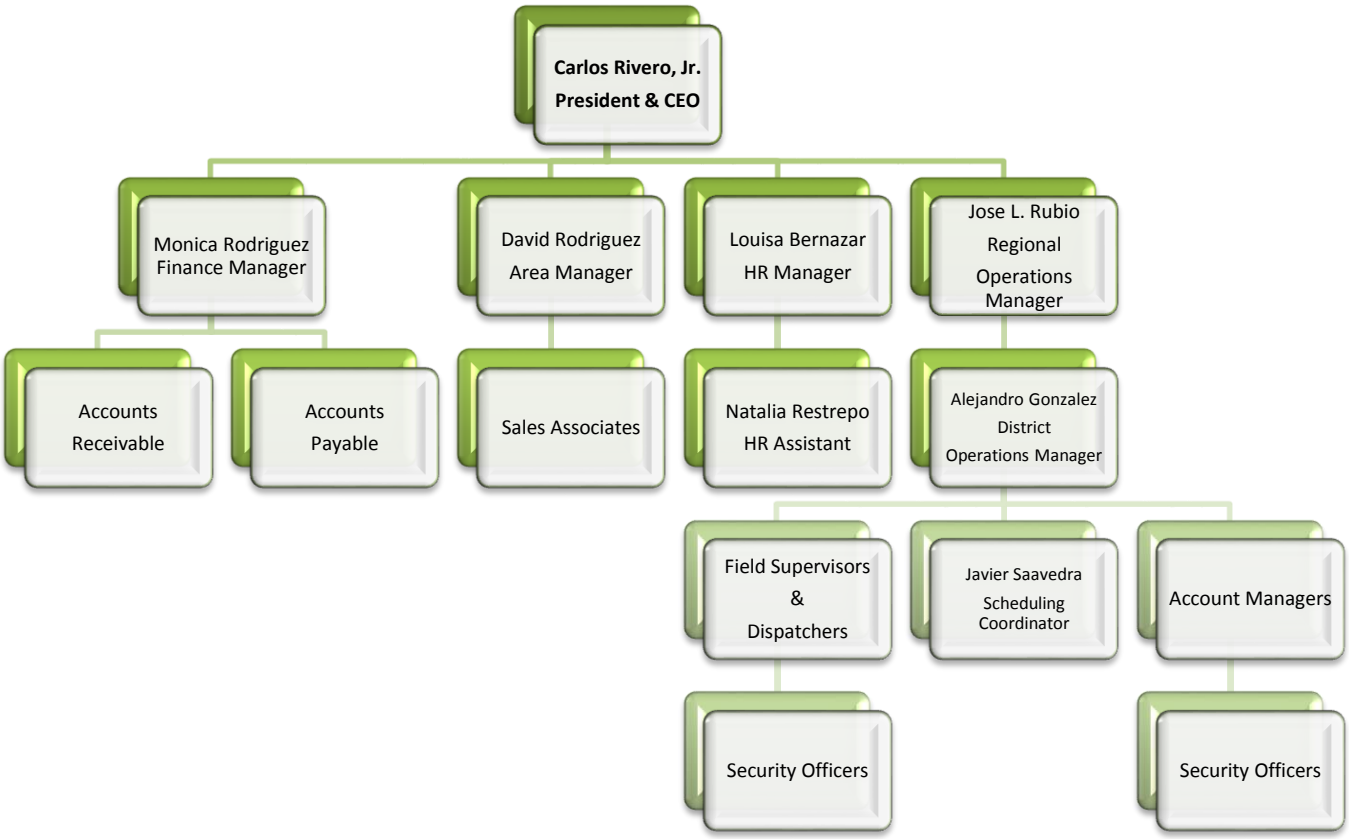
Rick Scott
Governor

@FLGovScott

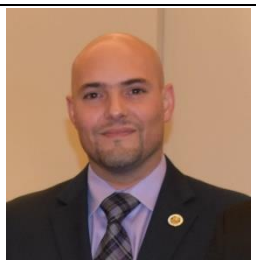
THE CAPITOL
TALLAHASSEE, FLORIDA 32399 • (850) 717-9249

www.FLGov.com

RELEVANT EXPERIENCE & QUALIFICATIONS OF KEY PERSONNEL & SUBCONTRACTORS



PRESIDENT & CEO BIO



President - CEO
Carlos Rivero, Jr.
Years with Regions Security: 6 Years
Years in the Industry: 15 Years

Industry Experience

President & CEO, Regions Security Services, Inc.	2010-Present
Business Development Manager, SMI Security Management, Inc.	2009-2010
Director of Operations, Sereca Security Corporation	2007-2009
Account Manager, Sereca Security Corporation	2006-2007
Director of Security, The Towers of Key Biscayne	2003-2006
Security Professional, Pinkerton & Burns Security	2002-2003
Specialist 63W10H8, United States Army	1999-2002

Experience

President and CEO of Regions Security, Carlos Rivero, Jr., is a service-disabled veteran of the U.S. Armed Forces with a distinguished background. As a young Army Specialist, Rivero was deployed to Afghanistan in 2001, serving in both the Iraqi Freedom and Enduring Freedom military initiatives, where he was promoted and received numerous commendations and awards. Since then, Mr. Rivero has amassed over 12 years of security industry experience.

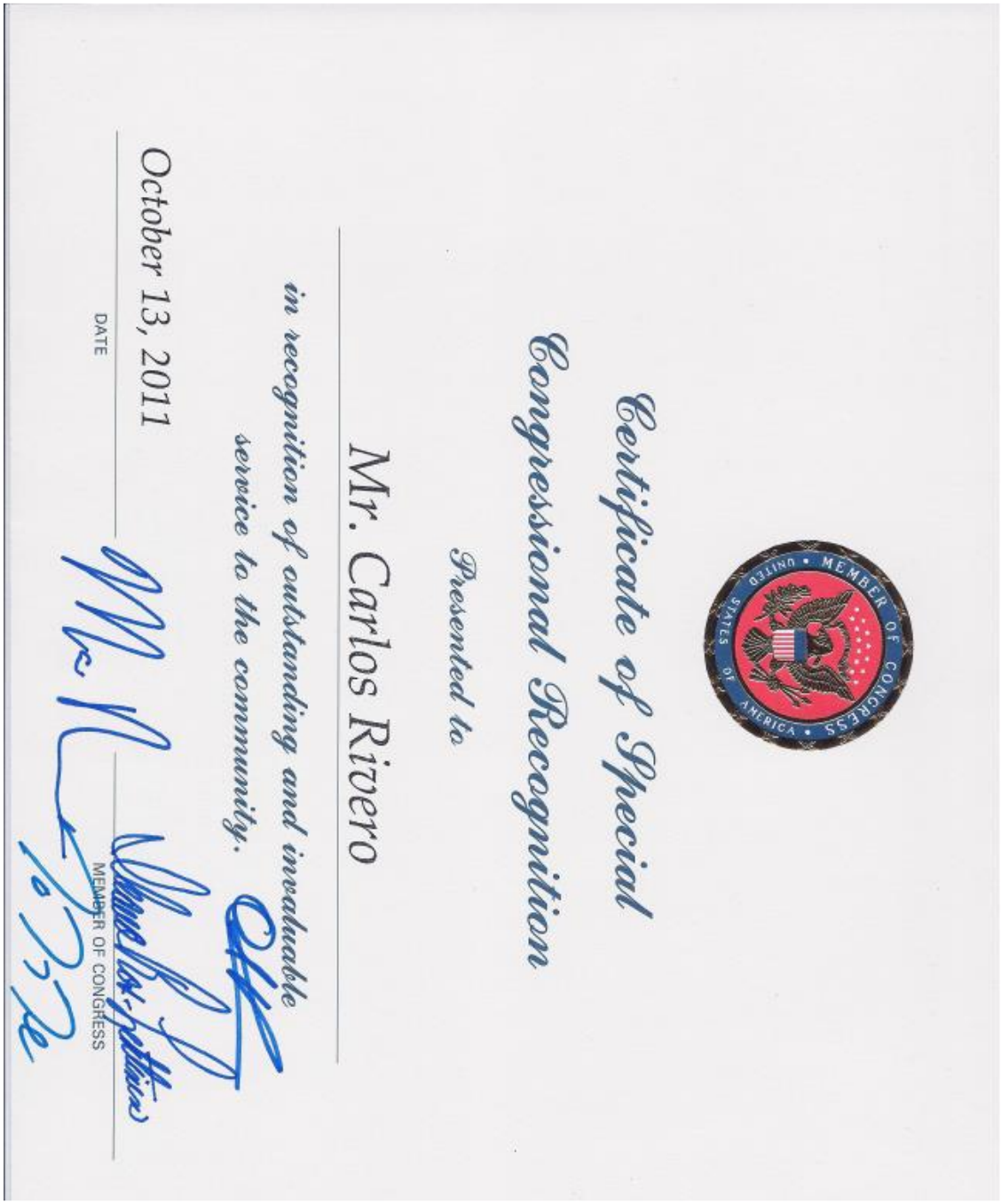
Under his leadership, direction, and participation, Regions Security has grown from a small local security services related company to a successful, progressive and admired regional security company. Mr. Carlos Rivero' s many years of experience in the military and private contract security have provided him with the credentials to forge new standards and procedures for his company and the contract security industry.

Awards & Certificates in the Past 3 Years

2015 Small Business of the Year - Doral Business Council
2015 Rising Star Award - Commercial Industrial Association of South Florida
2014 Young Professional of the Year - Building Owners and Managers Association
2013 Member of the Year Award - Latin Builders Association
2013 Certificate of Appreciation - Greater Kendall Business Association
2012 Security Agency of the Year Award - Minority Chamber of Commerce
2012 Certificate of Appreciation - City of Doral
2012 Member of the Month Certificate - Latin Builders Association
2011 Certificate of Special Congressional Recognition - Congress, Senator Marco Rubio

Affiliations

Chair of the City of Doral Military Affairs Advisory Board
Board Member of the Commercial Industrial Association of South Florida
Member of the Building Owners and Managers Association



Certificate of Special
Congressional Recognition

Presented to

Mr. Carlos Rivero

in recognition of outstanding and invaluable
service to the community.

October 13, 2011

DATE

MEMBER OF CONGRESS

CORPORATE MANAGER BIO

Corporate Manager
Victor Guembes, MBA, DABCHS, CHS, IAC

Years with Regions Security: 1 Years
Years in the Industry: 21 Years Industry Experience

- Corporate Manager, Regions Security Services, Inc. 2016-Present
- Regional Business Development Executive, Command Security Corporation 2014-2016
- Senior Branch Manager, Weiser Security Services 2008-20014
- Corporate Security Supervisor, Titan America 2004-2008
- Loss Prevention & Security Manager, The Ritz-Carlton SoBe 2003-2004
- Director of Security, The Continental Group 2000-2003
- Hotel Night Manager, JW Marriott Brickell 1999-2000
- Starwoods Hotels, NY 1995-1999
- Sergeant- Infantry and Military Police, US Army 1989-1994

Experience

Victor Guembes is a veteran of the U.S. Army proudly serving during the Persian Gulf War and promoted to the rank of Sergeant upon successful completion of the Primary Leadership Development Course (Fort Drum, NY) and the Jungle Operations Training Center (Fort Sherman, Panama). Mr. Guembes earned his AAS-Business from Jefferson Community College, BS Criminal Justice Administration from the University of Phoenix (Magna Cum Laude) and his MBA-Business Management from Florida National University (Summa Cum Laude and Valedictorian). In June 2012, Mr. Guembes was inducted into the National Criminal Justice Honor Society (Alpha Phi Sigma). Mr. Guembes is certified in both Homeland Security Level-III and Intelligence Analyst by the American Board for Certification in Homeland Security. Mr. Guembes is a published author in matters of global terrorism, security, leadership and personal growth and a key-note speaker on these matters. Mr. Guembes' two decades of security experience includes the residential, commercial, industrial, lodging, government and maritime aspects of the industry with numerous recognitions to include the White House Office of Communication Center.

Affiliations

American Board for Certification in Homeland Security (ABCHS)
American Society for Industrial Security (ASIS)

AREA MANAGER BIO

Area Manager
David J. Rodriguez

Years in the Industry: 22 Years

Industry Experience

- Area Manager, Regions Security Services, Inc. 2015-Present
- Business Manager, Security Management Innovations, Inc. 2013-2015
- Branch Manager, Paramount Security Services 2008-2013
- Business Development Manager, McRoberts Protective Agency 2005-2008
- Director of Aviation Securiy Division, Garrison Protective Services 1997-2005
- Security Consultant, Wells Fargo Guard Services 1994-1997

Experience

Area Manager, David Rodriguez, is a 20+ years veteran as a security professional. David has a solid understanding of every aspect of the physical security industry and extensive knowledge of the South Florida market. David has taken part on the development of some of the most complex security programs in the region and is able to match a successful security solution for each of the client's particular needs. An avid gadget person he stays in tune with electronic solutions that emerge in the market which enhance physical security.

Industry Associations

- Member of ASIS International – A worldwide association for Security Professionals
- CAI South East Florida (Community Association Institute) – Member
- Member of Building Owners and Managers Association (BOMA)
- CAMP – Community Association Management Professionals –Member
- IREM Chapter 19: Industry Partner

Education & Licensing

International Profit Associates - Chicago, Il January, 2002 Business Analyst

Belleview College – Belleview, NE August, 1990
Bachelor's Degree Human Resource Management - Minor in Business Administration.

University of Nebraska at Omaha - Omaha, NE May, 1985
Associate Degree Two years in Computer Science and one year of prerequisite courses.

Certified by the ATA as an aviation screener for bombs, explosives and contraband

Completed Training & Certification on: Violence in the Work Place, Sexual Harassment

REGIONAL OPERATIONS MANAGER BIO

Regional Operations Manager
Jose L. Rubio
Years with Regions Security: 4 Years
Years in the Industry: 12 Years

Industry Experience

Regional Operations Manager, Regions Security Services, Inc.	2011-Present
Operations Manager, Sereca Security Corporation	2010-2011
Operations Manager, SMI Security Management, Inc.	2009-2010
Operations Coordinator, Sereca Security Corporation	2007-2009
Security Professional, The Towers of Key Biscayne	2003-2007

Experience

Regional Operations Manager, Jose Rubio, is a 10 years security professional. He has developed incredible customer service skills having worked with property managers, business owners, and others in the industry. Rubio has supervised over 4,000 hours of scheduling for more than 100 employees.

He has taken on a role of workplace counsel helping guide employees to work more efficiently and professionally. By means of annual trainings he has helped keep employees up to date with new procedures or changes in the industry.

Industry Associations

Member of Doral Business Council (DBC)
Member of Building Owners and Managers Association (BOMA)
Member of Latin Builders Association (LBA)
Member of the Greater Kendall Business Association (GKBA)
Member of Minority Chamber of Commerce (MCC)

Education & Licensing

Florida National College, A.S. (2010) Radiology
Security Agency Manager
Security Officer Instructor

PROPOSED PROJECT MANAGER BIO

District Operations Manager
Alejandro Gonzalez

Years with Regions Security: 5 Years
Years in the Industry: 10 Years

Industry Experience

District Operations Manager, Regions Security Services, Inc.	2010-Present
Operations Manager, SMI Security Management, Inc.	2009-2010
Operations Coordinator, SMI Security Management, Inc.	2009-2009
Field Supervisor, Sereca Security Corporation	2007-2009
Security Professional, Sereca Security Corporation	2006-2007
Armed Security Professional, Bantek West Armored Car, Svc.	2005-2006
Armed Security Professional, Congressional Intelligence Protective Service	2005-2005

Experience

Operations Manager of Regions Security, Alejandro Gonzalez, is a true security professional. Choosing the Security Industry directly out of high school and holding various field positions both armed and unarmed, as well as leadership roles. Mr. Gonzalez has over 8 years in the industry.

Under his leadership, training, and participation, Regions Security has provided its clients with highly skilled personnel for the smallest or largest assignments. Takes pride in their extensive training programs, and requalification.

Certifications & Awards

2013 First Aid CPR AED from American Heart Association
2012 Dale Carnegie Skills for Success Certification
2009 Certificate of Appreciation from Sereca Security Corporation

Industry Associations

National Rifle Association (NRA)
Member of Doral Business Council (DBC)
Member of Building Owners and Managers Association (BOMA)
Member of Latin Builders Association (LBA)
Member of the Greater Kendall Business Association (GKBA)
Member of Minority Chamber of Commerce (MCC)

Licensing

State of Florida Security Agency Manager
State of Florida Security Instructor
State of Florida Private Investigator Intern
State of Florida Firearms License

PROPOSED LEAD SUPERVISOR RESUME

Pablo Jesus Verde

9530 NW 35th CT, Miami, FL 33147 (305) 609-4572 PRVerde0519@gmail.com

Objective Experienced and dependable Security Supervisor with great people skills dedicated to ensuring the safety of employees and visitors and minimizing potential losses. Proficient in operating security systems including two-way radios, CCTVs, and two-way/convex wall mirrors. Committed to enhancing knowledge of security techniques; completed intensive security training program through ATA- Allstate Security Training. Possess clean Florida driver's license; excellent multi-tasker; drug-free; physically fit; motivated; responsible and available to work various shifts.

Experience

Armed Road Supervisor Regions Security Miami, FL
February 2013-Present
Duties

- Checking 64 Posts ranging from Homestead to Boynton Beach, assessing and reporting any property issues
- Supervising up to 170 Guards, including site supervisors and assuring all protocols are followed and that all employees are performing their duties
- Training new hires
- Acting as a liaison between property managers and the company to ensure the client is satisfied and any potential problems are dealt with before they arise.
- Scheduling and filling shifts for any call-outs, no-shows, etc. or holding post as needed, including multiple shifts back to back as required
- Golf-cart and vehicle checks and maintenance

Unarmed Security Guard Costa Verde
April 2011-February 2013 Regions Security
Miami, FL
Duties

- Checking I.D.'s at guard house
- Keeping logs of complaints, incidents etc.
- Answering calls and providing superior customer service
- Enforcing post and company rules
- Responsible for care of company car
- Dealing with all post, client, worker issues
- Writing detailed incident reports

Telephone Sales Representative
May 2011-June 2011 Sears Holdings
Miami, FL
Duties

- Telephone sales of protection agreements
- Handling customer complaints and routing the calls to the appropriate departments

Unarmed Security Officer Blue Lagoon
Aug 2011-Apr 2012 F.P.I Security Miami,

Duties

- Enforcing pool, clubhouse and gym rules
- Turning on music to pool, checking clubhouse and gym
- Guardhouse general duties; access control, logging visitor I.D.'s and issuing visitor passes
- Answering phones and providing exceptional customer service

Unarmed Security Officer Miami International Airport
Dec 2010-Mar 2011 General Patrol Security Miami, FL
Duties

- Taking passengers in wheel chairs to and from the Airplane
- Escorting bags from the plane to the bag room, then to the ramp while ensuring the bags' security
- Separation of luggage into bins in bag room
- Labeling and sending luggage from the counter
- Searching planes for weapons, drugs, explosives and checking seals on food carts
- Offloading passengers' luggage and taking them to ticket counter (Sky Cap)

Education/Training and Certifications

Trained In:

- Bomb threat management
- Dealing with unruly/disruptive passengers
- Deportee/refusal handling
- Aircraft search
- Cargo handling
- Access control
- Baggage control
- Legislation for airport
- Threat assessment
- Threat to civil aviation

MANAGEMENT APPROACH

Regions Security has the ability, capacity and qualifications to successfully perform in accordance with your specifications as cited in the RFP. We believe that Regions Security will be a valuable contributor in the overall delivery of services to your organization. These abilities include:

- An established company with structured management and experience.
- Assignment of fully licensed, insured and trained security personnel.
- Centralized facilities with Dispatch Communication Center (DCC) availability.
- Local decision making and administrative and support offices.
- Availability of vehicles, golf carts, bicycles and foot patrols.
- Resourceful and responsive management available 24/7.
- The financial strength necessary to support the operation
- Availability of necessary equipment and personnel.
- The wherewithal to coordinate and control all aspects of the assignments.

The monitoring and supervision of on duty personnel is an integral part of our mission. We deliver a direct management approach to ensure your needs and objectives are being met. This approach consists of five (5) main components:

- An involved management approach.
- Enforcement of our Quality Assurance Program.
- Deployment of Field (Roving) Supervisory Inspections
- Electronic check-in to ensure personnel are as assigned.
- On-Line Reporting Systems and Computerized Tour Management.

As in every business, we know it is the bottom line that counts. The Bottom Line is:

Make it work and make it work **right!**

The Regions Team has the armed and unarmed guard experience necessary to fulfill the contract requirements by Miami-Dade City, while meeting and exceeding the specified goals in several key areas:

- ***Regions is a Florida-based SBA-certified 8(a) firm and Service-Disabled Veteran-Owned Small Business.***
- ***Regions is Congressionally recognized as a leader in security and the small business arena.***
- ***Regions was the 2012 Security Agency of the Year in Miami-Dade City attesting to their security knowledge and professional level of security services.***
- ***Regions team, brings valuable experience to the table including:***
  - ***The Regions Management and Operational Team has ample experience and has successfully performed in several government contracts providing similar services***
  - ***Low-transition risk***
  - ***Low performance risk***
  - ***Low-financial risk***

SITE SPECIFIC APPROACH TO THE PROJECT

Purpose

Regions Security Services understands that the purpose of the requested services to the various facilities related to the City of Miramar, some of which are considered critical and that the coverage will require different Tier services staffed with licensed Security Officers that can be both Armed and Un-Armed.

Regions Security Services further understands that while this RFP is intended to result in a contract for specific-purpose facilities. it is also intended to result in a contract which will be available for other departments or uses as they may occur including facilities throughout a designated. As such, Regions Security Services will comply with any Employee Selection and training criteria to ensure the proper placement of qualified Officers

SERVICE REQUIREMENTS
Regions Security will ensure the following Service requirements are met:

REQUESTED WORKDAYS AND HOURS

Security guard Service will be provided for the hours and workdays for each location as noted in this Solicitation. The Work Schedule will be as follows:

- WWRF: Monday – Friday, 7:00 AM – 6:00 PM
- M.C.C.A.: Monday – Sunday, 16 hours per day (2 shifts, 7AM – 3PM, 3PM-11PM)
- Multi-Service Complex: Monday – Friday 7:30 AM – 6:30 PM

TRAINING REQUIREMENTS

a. Regions Security will designate a training officer who will perform all training for a new security guard assigned to the City.

b. If a new security guard is provided subsequent to the City-provided training, Regions Security will ensure the newly assigned security guard is properly trained on City security procedures for a minimum of eight hours and at no additional cost to the City, prior to assigning duty locations.

c. Training will include, but not limited to, working on-site at a City security guard post with a guard previously trained by Regions Security.

d. Once individuals are trained, the same individual will be utilized and assigned to the same City post areas and given the opportunity to be cross-trained at other security guard posts.

SITE-SPECIFIC PROCEDURES

Site-Specific Procedures will be identified and developed jointly by the City and Contractor.

SECURITY GUARD DUTIES

The security guards will perform the following duties among other duties as deemed necessary by the City:

- Be knowledgeable of the specification requirements and post instructions to ensure strict compliance with the requirements.
- Ensure door and gates are locked and unlocked as requested by the City.
- Patrol interior and exterior of buildings, grounds, and City vehicles at random intervals.
- Monitor all security systems including, but not limited to, burglary, fire, and close circuit television (“CCTV”) systems.
- Report any maintenance problems to the City building facility manager and the City Security Branch so that staff can make entries into the Daily Activity Log.
- Complete Daily Security Report form(s) and ensure all activity occurring during the shift is recorded to include, but not limited to, any unusual and suspicious activity.
- Assist the City building facility manager and the City first responders in implementing the City procedures for all fire alarms, bomb threats and other emergencies.
- Regularly conduct random checks on all boxes and containers taken out of the building to ensure City property is not removed by unauthorized personnel.
- Maintain contact with designated City staff by phone or two-way radio as established by post instructions to designated dispatcher.
- Maintain respect for and high level of professionalism toward employees, contractors, and visitors. Maintain a professional and business like demeanor at all times.
- Be present at assigned duty areas at required times. Security guards will not leave assigned area unattended until properly relieved. Under no circumstances will any assigned duty area be left unattended without prior written City approval.
- Be alert to surrounding area of responsibility at all times.
- Ensure unauthorized personnel do not enter City grounds and facilities beyond general public access at any time.
- Avoid using force except when absolute necessary to protect persons and property.
- Control pedestrian traffic entering and departing the facilities.
- Enforce a personnel identification system by checking identification badges and/or vehicle parking decal permits, if applicable, and preventing entry of any unauthorized persons and/or vehicles into the facility.
- • Maintain complete and accurate records regarding entry and departure of employees, visitors and vendors on City property.
- Protect and safeguard materials, data, equipment and City property against loss, theft or damage.
- Provide reports which detail all unusual situations and circumstances to the security personnel's supervisor both verbally and in writing.
- Respond to suspicious activities, fires, injuries, incidents or any emergency situations.

- Participate in the initial incident investigations and submitting appropriate detailed reports to the appropriate City staff.
- Patrol on foot within the facility and check designated areas, rooms, materials, equipment
- Deter intruders and make rounds as required, at times designated. It is necessary that security equipment (fencing, locks, alarms, intrusion devices, etc.) be checked during tours of duty to assure that this equipment has not been tampered with, removed, destroyed, cut, broken or found to be defective in any way.
- Conduct initial investigations into any unusual incidents or occurrences uncovered during a tour of duty and, without undue delay, notify the City site representative or his/her designee and submitting a detailed report to security personnel's supervisor with a copy of the report to the Contract Administrator.
- Attend all court appearances for enforcement actions in which any security guard was involved at no additional cost to the City.
- Contact appropriate departments when incoming mail, fax, or carrier delivery is received at their post. Department personnel will be responsible for receipt of such material.
- Report any hazardous safety condition.
- Monitor CCTV monitors for specific buildings and areas (i.e. parking lots) when not performing other duties. The guard will immediately report any and all suspicious, criminal or unusual activity at any City location to the local police department and the City designated representative.
- Perform any other duties or functions not specifically outlined or set forth above but which are identified as falling within the scope and realm of a security guard's responsibilities.

SITE SUPERVISOR DUTIES

The site supervisor will:

- Be knowledgeable of the specification requirements and post instructions to ensure strict compliance with the requirements.
- Ensure that security guards are monitoring contractors and Subcontractors at City facilities upon request by the City.
- Schedule relief for security guard personnel for lunch or breaks each day. Under no circumstances will any assigned duty area be left abandoned without proper authority.
- Make a minimum of one physical check of the security guards per week and provide the City designated representative with a weekly inspection report. Problems and issues will be handled in the following manner:
  (i) Any identified problems or issues will be corrected within 24 hours.
  (ii) Corrective measures will be taken the next day and site supervisor will provide an expected time of resolution.
  (iii) If a problem or issue cannot be corrected within 24 hours, the site supervisor will contact the City designated representative by telephone. The site supervisor will follow up in writing explaining the nature of the problem and why it cannot be corrected within 24 hours.

CONTRACT MANAGER DUTIES

The Contract Manager will:

- Maintain continuous awareness of the quality and completeness of the work performed by the security guard personnel.
- Make periodic joint inspection checks on all security guards with the City designated representative on a monthly basis or as requested by the City.

SECURITY PERSONNEL MINIMUM REQUIREMENTS

The Contract Manager will have:

a. A minimum of three years of experience within the last five years in managing security guard personnel.

Extensive knowledge and experience in unarmed services and patrol services procedures. “Extensive knowledge” is defined as a broad knowledge of elements of a job and interrelated business areas to develop or direct the development of new methods procedures or processes, implement their use and integration into existing programs and assume responsibility for peoples and its Services.

b. Specialized training in laws and liabilities, security awareness, mediation and conflict resolution, disaster and emergency situations and managing personnel at various types of facilities.

SECURITY GUARD SITE SUPERVISOR

The Security Guard Site Supervisor will have:

a. A minimum of three years of experience within the last five years in managing security guard personnel.

b. Extensive knowledge and experience in unarmed services and patrol services procedures.

c. Specialized training in laws and liabilities, security awareness, mediation and conflict resolution, disaster and emergency situations and managing personnel at various facilities.

SECURITY GUARDS / OFFICERS

Regular Officers will have:

a. A minimum of one year of actual experience as a security guard and patrolling services in the field, excluding training, and a current Florida Class D security guard license.

b. The ability to walk a minimum of 300 yards, climb stairs, and lift and carry 20 pounds.

c. The physical and mental ability to perform the requirements of this specification.

d. A high school diploma or GED equivalent.

e. English language fluency with ability to receive, give, and understand written and verbal instructions and procedures.

f. The ability to communicate orally and in writing.

g. Possess proper telephone etiquette answering skills.

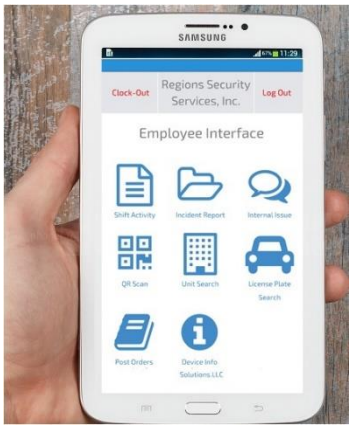
h. Any required licensing and qualification to carry any type of non-lethal weapons, such as batons, chemical spray, etc. Carrying of non-lethal weapons will be only as authorized by the City. Upon approval to carry non-lethal weapons, Regions Security will furnish proof to the City verifying security guards are qualified and have been trained.

Services and Equipment Provided by Regions Security

We will provide the officer, the security vehicle, uniform for the officer, communications equipment for the officer, supervision of the officer and twenty-four (24) hour per day, seven days per week communications access for the City and officer.

All Regions Security Officers will have communications equipment that will allow him to contact his office, the Project Manager and Police Department. The Security Officer will carry a flashlight with batteries.

The Regions Security Officer will maintain a file of Security Activity Repots or use the Online Report capability of the provided Tablet and Guard Management Software to recording all instances that may be of interest to Supervisors or City personnel. The Security officer will report activities, observations safety hazards, malfunctioning equipment and other such matters in accord with the specifications provided in the RFP. Personnel from the Marine Facilities Section will be available to respond to such reports 24 hours per day, seven days per week as determined by Marine Facilities Management.



A Regions Field Supervisor will visit the Security Officer at least once during each shift to insure that the Security Officer is following proscribed procedures. Such visits are to be entered in the log and the security bar code scanned for the category listed by the Supervisor for the facility inspected as required for each shift. The Security Firm Supervisor will visit all of the facilities at least once each week to familiarize him or herself with their condition and any possible safety or security problems or potential problems.

The supervisor or other qualified personnel approved by the City will take over for the Security Officer during any meal or other breaks when the Officer is not on his route and observing the site. Reports must be documented regarding Supervisory relief for breaks or for any other reason the Security Officer is not present on the site in accord with the established schedule.

GENERAL SERVICE REQUIREMENTS

Regions Security Services will adhere to the required services requested by the City of Miramar as listed in the RFP 16-12-10to protect the public venues and site locations and comply with the service requirements as described below:

- Protect each of the designated site locations, buildings, properties, and their assets.
- Protect city Property and assist in enforcing city ordinances and regulations.
- Maintain access control of the main gate and remain highly vigilant of any irregularities that need to be reported to the city officials or the local authorities as needed.

Requirements for performing these services are as follows:

- Regions Security Services will notify the Contract Administrator in the event of scheduling delays, changes or comments/complaints received from the general public.
- Regions Security's employees will present a neat, clean, well-groomed appearance and will conduct themselves in a respectable manner while performing the duties of this RFP and while on City Property.
- Regions Security Services will issue an ID card to each individual performing services for the City of Miramar .
- Regions Security's employees will wear uniforms at all times while on the job. The Regions Badge and ID with the Officer's name will be on the shirts. Uniforms are to be crisp/ pressed, free of holes and stains.
- Military style Uniform shirts will be worn at all times while working in the City of Miramar .
- Any questions regarding this service will be directed to the Contract Coordinator.
- The Contract Coordinator will meet with Regions Security Account Manager on a regular basis to review areas serviced by contractor's employees on a regular basis,
- Aside from City-provided Vehicles, All vehicles used by will be plainly marked with the company name. (Supervisory Vehicles)
- Regions Security Services will have their personnel supervised by a qualified supervisor. As a fully authorized agent of Regions Security Services, the supervisor is capable of making on-site decisions to perform the work in accordance with the specifications contained in this RFP.
- Regions Security Services is responsible for ensuring that all personnel performing guard services for the City of Miramar is able to understand and communicate in English.
- Regions Security will provide a daily log of activities for each respective area after completion of a shift worked. Regions will provide this via Online Digital Reporting Software.

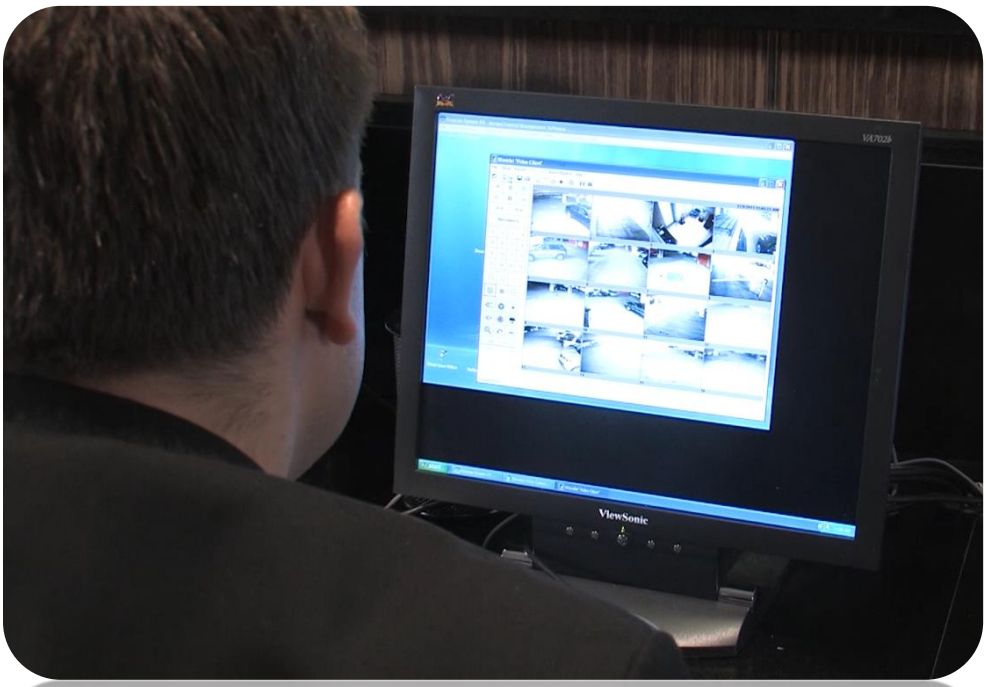
Summary of General Duties - Regions Security Officers will:

- Maintain high visibility while on duty
- Check doors are locked when not in use
- Monitor parking lots areas as assigned
- Complete incident reports as needed
- Monitor ingress and egress of gated areas
- Monitor security Cameras
- Complete daily activity reports
- Complete checkpoint station rounds
- Notify City department heads and Police Department of emergencies

Surveillance Cameras

The Regions Armed Security Guard may from time to time be requested to utilize and observe any CCTV Systems and displays to monitor the activity of the marinas. The Officer will notify the Police Department immediately of any intruders or observed criminal activity.

All of the assigned Officers will be trained and knowledgeable on the use of the video monitoring system. Any cases where law enforcement is called to address an intrusion will be noted as an Incident Report via the electronic technology table and submitted immediately to the designated parties in the distribution list.



PROJECT APPROACH GOALS

At Regions Security Services, we care about protecting our client's assets by understanding their security concerns and overall property objectives. Keeping this simple approach in mind, we are honored to present you with a security proposal that will meet your security expectations while at the same time provide you with peace of mind that all of the assigned locations will always be monitored by qualified and well trained security personnel.

Having said that we have focused our security response to this RFP to focus on the following five (5) factors:

- Hiring a staff of proactive and bi-lingual security officers who will demonstrate exceptional hospitality/customer service skills with a proven track record in securing property.

- Elimination of excessive paperwork by implementing technology tablets with real-time reporting along with picture taking capabilities and dedicated VOIP telephone capabilities.

- Having direct access to Regions Security Services executive management team at all times.

- Having current and up-to-date post orders with current industry best practices.

- Ensuring that our operations team is always inspecting what we expect out of ourselves and our service deliverables to ensure the highest possible quality of service.

After identifying these key components, Regions Security Services will implement a pro-active security program that will deliver the following:

- Establishing a Detailed Hiring Profile specially designed for your property's needs: Regions Security Services will implement a hiring profile to make sure that we hire the right security officers to match the specific requirements of each client.

- Here are the requirements that we will be focusing on: Candidates to be fluent in English, bi-lingual preferred, security officers must also have a strong background in customer service skills, candidate must also possess excellent customer service/hospitality skills and must have an up to date D Security License, and at least two years verified experience.

- In an effort to eliminate excessive paperwork and bring more efficiency to the day to day security duties, Regions Security Services will supply one (1) technology tablet per Roving Officer. Our on-line reporting software/tablet will allow our security team to transmit real-time incident/log book reports with back up picture documentation if needed.

- The City of Miramar will have direct access to our Branch Management Team and President at all times. It's the personal touches that we value the most here at Regions Security Services. That being said, all of our email and cell phone contact information will be added to the emergency contact list within the onsite post orders.
  CRITICAL INFRASTRUCTURE/ASSETS

INFRASTRUCTURE / ASSETS

Infrastructure/ Assets are systems and property, whether physical or virtual, so vital to the United States that the incapacity or destruction of such systems and assets would have a debilitating impact on security, national economic security, national public health or safety, or any combination of those matters.

OBJECTIVES

It is the intent of Regions Security Services to protect the specified territory and facilities as well as its personnel and/or property by means of well-trained, experienced, alert, interested, and reliable Regions Security Services personnel. Regions Security Services will impress upon its personnel that their primary duty and responsibility is to safeguard the employees, the general public and City property. This General Order supersedes all others.

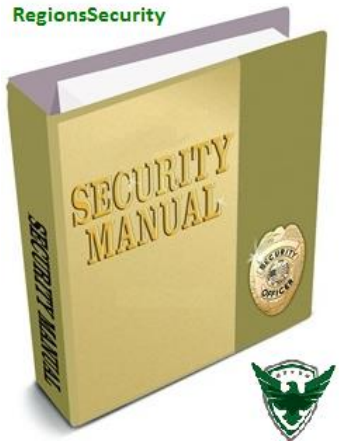
- Ensure the highest level of Armed Security and Security Screening at each and every facility where services are provided.

- Protect personnel and/or property and departmental infrastructure by means of well-trained, appropriately equipped, experienced, courteous, professional, alert, attentive, and reliable personnel of Regions Security Services, selected through background inspections completed according to Miami-Dade.

- Establish an effective security approach for treatment plants, which includes Selected Provider's operation of equipment designed to deter, detect, delay and respond to a threat prior to an adversary achieving its objective, (a function best managed by a single service provider at each facility).
- The types of services offered by Regions Security under this proposal are:
    - Armed Security
    - Unarmed Security

- A higher level of skill sets is essential to active responses, protection of critical assets such as electrical switchgear, plant generation, disinfection systems, SCADA (Supervisory Control And Data Acquisition) systems, and in particular to the receipt and storage of hazardous or toxic chemicals such as chlorine, perimeter fencing and wiring systems into all of the facilities.

- **Post Orders:** Regions Security Services will review all current policies and procedures that are in place at your property. We will make sure to include these rules and regulations into the training phase of our transition plan. Also, all of our security officers will be tested on the post orders and must receive a passing grade before being placed on site for duty. In addition, our operations team will also share best practices from post orders at other sites similar in service.



POLICIES AND PROCERURES:

Regions Security Services and the City of Miramar will establish in writing with the written policies and procedures for purposes of providing guidelines governing the Security Officer(s) and the Firm's requirements in accord with the RFP and resultant contract. This specifically includes established policies for reporting observations, reporting incidents, electronic tracking procedures, and slip occupancy status to the Manager of Marine Facilities and the Supervisor of Marine Facilities or their designee, the City Police Department, or other emergency contact personnel. Such additional written policies and procedures are for the purposes of enhancing compliance with the technical specifications of the contract and not to alter them, and may be amended from time to time to adjust for changing circumstances for financial or budget related purposes and other needs that may arise.

Post Orders will be written and contain complete duty instruction for staffing each individual post, including emergency procedures. All Officers of Regions Security employed under this Contract will have access to these Post Orders at all times while on duty. This may be accomplished by storing the Post Orders on site or, in the instance in which no secure storage is available, delivering them to the site at the beginning of each tour of duty. Post Orders define the basic work to be performed by Security Officers at .will provide site-specific Post Orders to Regions Security. Regions Security will meet with Security to review and develop site specific Post Orders and will assure that yearly updated copies are available for the duration of Contract, including any extensions or renewals thereof. Regions Security will check each post quarterly for updated Post Orders. Failure in this area may result in a Liquidated Damage and/or Regions Security Non-Performance.

Post Orders may include, but are not limited to, the following:

- Facility/Building information (e.g., operating hours, chain of command)
- Building rules and regulations
- Operation of equipment
- Patrol routes, schedules, and duties
- Vehicular traffic control
- Access control procedures
- Emergency response procedures
- Security and fire control/alarm systems
- Hazardous conditions, inspection/reporting
- Emergency Response
- Procedures for raising, lowering, and half-mast U.S. and other flags
- Safeguard persons and property
- Minimum number of hours for site orientation training

CLIENTELE REFERENCES - GOVERNMENT

City of Hollywood
Procurement Manager: Ralph Dierks
Address: 2600 Hollywood Blvd., Hollywood, FL 33022
Phone: (954) 921-3223
Email: rdierks@hollywoodfl.org
Contract Number: F-4264-11-RD
Description: Armed/Unarmed Access & Roving Guard Services – 491 HPW
Duration: Ongoing
Accomplishments: Developed a Security Plan that improved the protection of employees, residents, and guests throughout all facilities within the City of Hollywood.
Cost of Project: 1.7 Million from 01/2012- 01-2017

City of North Miami Beach
Procurement Manager: Laurie Williams
Address: 17011 N.E. 19th Ave., North Miami Beach, FL 33162
Phone: (305) 354-4461
Email: Laurie.Williams@citynmb.com
Contract Number: 2012-26.1
Description: Armed/Unarmed Access & Roving Guard Services – 450 HPW
Duration: Ongoing
Accomplishments: Developed a Security Plan that improved the protection of employees, residents, and guests throughout all facilities within the City of North Miami Beach.
Cost of Project: 1.2 Million from 03/2013- 03-2018

United States Department of Agriculture
Procurement Manager: Corinne Nygren
Address: 5600 NW 36 Street, Miami, FL 33126
Phone: (612) 336-3235
Email: Corinne.m.nygren@aphis.usda.gov
Contract Number: AG-6395-C-15-0028
Description: Armed Guard Services – 188 HPW
Contract Term: 02/2015-01/2020
Accomplishments: Developed a Security Plan that improved the protection of employees and guests throughout the facility
Cost of Project: 1.5 Million from 02/2015- 02-2020

REGIONS SECURITY SERVICES BACKGROUND AND AVAILABLE SERVICES

Regions Security services was found in 2010 and has maintained itself abreast of all such requirements and is involved in the field to provide our clients with the level and commitment of service necessary to meet or exceed their needs. At Regions Security Services, we have carefully reviewed your needs as specified in the RFP and believe that we meet all of the qualifications and requirements to carry on a successful security program for the City of Miramar at all of the assigned site locations. I am honored to present you with this security proposal that will remain in effect for 180 days and which meets your security expectations. Today Regions Security has almost 300 employees and close to 100 clients.

Privately Owned and operated by a Veteran, Regions always stays in close contact with each one of its clients and is readily available to meet any of the changing security needs and challenges that our clients bring to us. Since the owner is very hands-on, our ability to make decisions is very nimble and fast.

Within our credentials, we will explain our origins, motivations, commitment to service and how Regions Security makes and maintains the conscious decision of elevating itself above the traditional “guard” industry. We accomplish it through our recruitment, selection process, site training and assignment protocols as well as through continuous improvement and service excellence.

Executive Protection: This service, provided by specially trained executive protection professionals, can be offered for a one-time event or on an ongoing basis, and can be provided for private individuals, corporate executives and other at-risk employees within the United States and around the world.

Background and Career Verification: We help companies make effective hiring decisions and assist in reducing the problems associated with employee dishonesty. Our services include employee screening, past employment record as well as the development of theft prevention and ethical behavior programs and other education and awareness programs.

Special Events: For your guest’s comfort and enjoyment, we provide protection services in high-profile events in the entertainment and sports sectors. Coverage can include access and perimeter control, credentialing, crowd and traffic (parking) control, valet parking, transportation, explosives sweeps with K-9 control and executive protection.

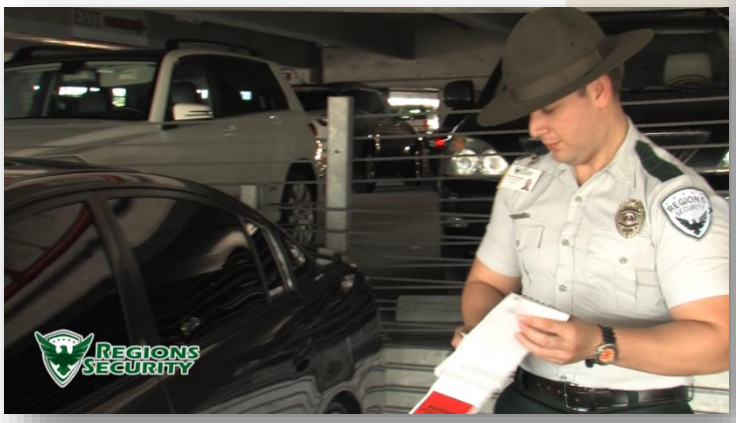
Corporate In-House Training and Workshops: We can develop your employee and executive in-house security training programs. Attorneys, Certified Protection Professionals (CPP), Certified Fraud Examiners (CFE) and other experts have developed practical workshops to enhance your staff’s capabilities with superior training and effectiveness. Many of our instructors are fluent in English and Spanish. Some of our programs include:

- Emergency and Disaster Planning
- Risk Analysis
- Business Impact Analysis
- Hotel Security
- Bank Security
- Travel Security and Safety
- Airport Security
- Physical Security
- Theft Prevention
- Security Awareness & Preparedness
- Violence in the Workplace
- Sexual Harassment

UNIFORMS

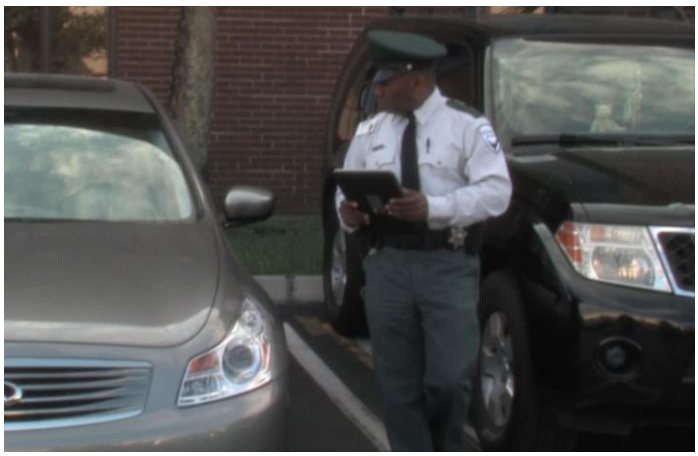
Regions Security will provide and ensure that all personnel will constantly wear and use the required uniforms and equipment noted below:

- Light Green, Navy Blue, or White short or long sleeved shirt
- Dark Green, Navy Blue, or Black trousers
- Shoulder patch with company's logo and client's logo (optional)
- Company ID and Name Tag
- Silver in color badge
- Silver in color whistle, whistle chain, and hook
- Black neck tie (optional)
- Black Belt
- Black Socks
- Black Shoes
- Navy blazer, pleated grey pants, white dress shirt, and silk tie (for Concierge Personnel)



UNIFORMS OPTIONS

Our goal is always to meet and need the tactical and practical goals of each client. Whether a soft, customer service look is appropriate, or a military, full gear is required, Regions Security delivers with ample assortment of gear options and looks to meet the most demanding of environments.



EQUIPMENT

Regions Security will furnish security personnel with the required equipment to ensure safety and completeness of duties. Security personnel will be familiar with the use of all equipment.

OPTIONAL GOLF CARTS & VEHICLES

Security personnel will be familiar with the use of automobiles and off-street motorized and non-motorized vehicles to perform patrol rounds of the premises.

Bicycle

ProxiRover

Electric/Gas Golf Cart

All-Terrain Golf Cart

Marked and Unmarked Automobiles

CENTRAL DISPATCH CENTER

Regions Security has it's Corporate Headquarters and Central Dispatch Center located right in the heart of City of Miramar in the centralized city of Doral. Using both proven communication protocols and the latest technology available in the market today, Regions Security dispatch and supervisory team works closely with the Operation's Management team to respond to issues as they are communicated by the Officers and Field Supervisory personnel to quickly meet and exceed our client's expectations, often resolving issues before the client even realizes that there is one.

Our proprietary software enables advance features such as location tracking, attendance Check-In / Check-Out records, Online Reporting, Video Conferencing, Voice over IP, Access to Online Post Orders and many more features. The beauty of having our own software is that we can actually customize many of the features to meet specific client's requirements.

With Regions Security you will never reach an After-Hours service who is not aware of your needs, you will never have to page or "beep" anyone. All calls are professionally handled locally by a well trained staff that is familiar with all of our clients and with each of their unique needs.

An Emergency Call Tree is available for each of the clients allowing the Dispatchers to know exactly who needs to be contacted when emergencies occur and depending on the nature of the incident.

Regions Security Dispatch Center is backed up by a contingency energy plan and equipment that allows the center to maintain full operation of it's systems and communications throughout a power outage due to foul weather or storm. Dispatchers are able to continue to operate without disruption of service.

Our Dispatchers are carefully vetted to be fully bi-lingual, highly articulate and well versed in problem solving and conflict resolution techniques.

PROPOSER'S ABILITY TO SATISFY PERSONNEL QUALIFICATIONS

With the demonstrated recruitment protocols described below and currently in use by Regions Security Services we can provide City of Miramar an assurance that the key personnel described in our proposal is available to perform the services described. We will have sufficient reserve personnel to adequately perform the services described in the event of illness, accident, or other unforeseeable events of a similar nature. Our approach ensures the availability of personnel at all times as well as emergency, trained personnel to help cover incidentals.

PERSONNEL RECRUITMENT

Regions Security has always believed and been involved in developing and maintaining a sound employee base staffed by motivated, trained and well compensated security personnel. As such, Regions Security has demonstrated its expertise in managing labor relations, offering the best possible human talent to serve our diverse client base while being fiscally responsible to itself and its clients.

PERSONNEL PROCESSING

Candidate personnel undergo a screening process and must demonstrate basic skills in reading, writing, and speaking and successfully pass a series of job-related orientation sessions to qualify for a position with Regions Security. Applicants must complete a qualification process which consists of the following fundamental steps:

Verification of Employment Standards to Include:

- That the applicant is 21 years of age or older.
- A U.S. citizen or possess the necessary authorization for employment.
- Have a high school diploma or equivalent.
- Ability to interact with the general public.
- Ability to maintain poise and self-control.
- Possess good oral and written communication skills.
- Be in good mental and physical health.
- Have no felony convictions or patterns of irresponsible behavior.
- Not use any illicit drugs or narcotics and will not abuse alcohol.

These standards of performance are agreed to at the time of application for employment, and all candidates for employment must acknowledge their compliance.

PERSONNEL TESTING

Regions Security understands that many of the necessary skills needed to work and succeed in the security industry cannot always be identified or confirmed on a resume or during a job interview. Key attributes such as vigilance and focus cannot always be clearly identified during a one on one conversation, but they can be revealed by using aptitude and skills testing. Regions Security uses its own type of basic criteria and skills testing to measure the following components when hiring a new security officer:

- Verbal Skills
- Math Skills
- Reaction Time
- Common Sense Questions (By demonstrating security scenarios that may occur on post)
- Concentration Skills
- Computer Literacy
- Personality Skills (Allows us to determine confidence, patience, dominance and low or high extroversion)
- Industry Knowledge (Questions based on specific vertical markets to confirm experience within the security field that they are applying for as security officers)

Employment Application

- An application for employment must be completed in person by the applicant. It requests all preliminary information needed to begin the interview process. The application requests information required to verify prior employment and requires documentation of education, medical history, military service, personal references, etc.

Through our partnership with the well-recognized provider of urgent care and medical services Concentra, Regions Security will process all of the applicants who we feel meet all of the requirements for the different levels of Officers in order to complete the necessary medical testing to include:

Concentra®
treated right

- Complete Physical
- TB Skin Test (PPD)
- Audiogram
- PFT Pulmonary Function Test
- Drug Test 5 Panel
- Vision Testing (Ishihara/Color)
- Urinalisys:

Concentra's onsite centers bring the resources of a Concentra medical center right to your workplace, saving time and money for employee and employer alike and enhancing employee health.

Our onsite centers can provide services to enhance workforce health in one location— everything from employee wellness programs to primary care, urgent care, and occupational health services, reducing health care costs. Employees reduce spending associated with unhealthful lifestyles and chronic health problems through access to annual examinations, disease management, employee wellness programs, health coaching, health screening, and coordinated care for acute and chronic conditions. Health and wellness centers are ideal solutions for the workforce health of employees in medium-sized to large companies.

Concentra's Centers are conveniently located all throughout South Florida, making it easy for our Security Officers to find a location near their home.

MEETING STAFFING NEEDS

Response to Variation in Staffing Needs

Regions will maintain a mix of full-time and part-time "flex" guards to accommodate staffing variations and weekend shifts. For the part-time guards, we have the ability to flex in additional hours by extending shifts as needed to cover possible outages and/or secure additional hours for unexpected surges or special event staffing by extending part time shifts to full time shifts. Part-time personnel also increase the actual headcount and provide a larger pool to work additional hours. We also ensure that other Regions guards are fully trained and certified to provide us additional flexibility in responding to staffing fluctuations at each City of Miramar site.

Methods Used to Support Required Services

Regions' hiring process for this contract is discussed in *Methods to Recruit, Retain and Employ Personnel*. Our staffing strategy addresses unanticipated absences, unacceptable performance issues, employee attrition and City of Miramar surge/special events. We address these impacts on staffing in several ways as outlined below:

- ✓ We plan our staffing levels using historical scheduling data.
- ✓ We use overtime, part-time guards, and adjust work schedules to address unplanned short-term staffing needs (e.g. increased threat levels, temporary special event coverage).
- ✓ We use flex-hours staffed by part-time guards to support staffing variations and non-routine work.
- ✓ We address continuity of operation events through shift recalls, extended shifts, or overtime.
- ✓ We maintain a "flex-pool" of part-time guards who can surge full-time as needed.
- ✓ We also maintain a "ready pool" of pre-qualified personnel who have completed the background process and can be quickly hired to minimize on-boarding time.

Additional Sources

Because Regions Security Services is also a licensed Security Training School, we have access to many candidates as they enroll to take the D and G security classes and allows us to hand pick from the candidates with the highest scores and performance to offer employment within our organization.

Incumbent Staff

The success to any account depends on the selection of a capable, motivated team. It is essential to Regions that your incumbent personnel be treated with fairness, dignity and the respect they deserve as valued team members. We will do whatever it takes to ensure your incumbent staff are handled properly, professionally, and given every consideration for continued assignment in service to your properties if you wish to retain them. Within a week after notification of award and the initial planning, existing personnel will be invited to apply for continued assignment at your properties, retention of which will depend on their ability to pass our screening process and current contractual licensing requirements.

REGIONS TRAINING APPROACH

Regions has extensive experience delivering and managing armed and unarmed guard's access control security training programs. This experience includes our Florida-Certified Security Training Academy where Regions trains licensed security officers throughout South Florida (including the training of other company's officers).

Regions is approved by the Florida Department of Veterans Affairs as a Veterans training school for our Armed Forces veterans.

Regions is licensed by the State of Florida as a security officer school and has both the DS facility license and DI instructor license with two certified instructors. Regions is currently approved to provide training for the D licensed officers, and are on the final stages of receiving approval for the G license instruction. Regions is also approved by the Florida Department of Veteran Affairs as a Training School for our Armed Forces veterans. Our approach for conducting officer training includes:

Regions Security Training Approach	
Features	**Benefits**
• Develop/submit Training Plan for approval. • Execute the Training Plan using experienced trainers. • Use site-provided officer training program, curricula, and equipment. • Conduct major training activities. • Provide workforce training (i.e. professional development, other training such as invoicing and records management). • Maintain officer training records documentation. • Provide clients with required training status reports.	• Ensures only site-approved training curricula and equipment are used. • Ensures standardization of all officer training activities. • Officers continuously assessed. • Officer qualification and training documentation maintained using an online database system. • All required training deliverables provided on time.

Regions trains access control officers to perform security service duties for the United States Department of Agriculture, City of Hollywood, City of North Miami Beach, Town of Palm Beach, Miami International Airport and fills the training needs of over 80 other customers.

TRAINING REQUIREMENTS

Regions Security will pay its personnel a minimum of the current living wage, as established by living wage ordinance, during all mandated trainings and described in the scope of services. The Regions Security will provide all required training at no direct cost to the City.

1**. Employee Orientation Training**
City of Miramar will administer a mandatory Employee Orientation Program for Regions Security personnel assigned to the Contract. Employee Orientation Training length and content will be solely determined by the City Project Manager or designee. Upon completion of Employee Orientation Training, Regions Security will submit invoices for all personnel, who attended said training.

2. **Site Orientation Training for Security Officers**
Regions Security will provide a mandatory site orientation training to all security officers as specified in site specific post orders. Training will be conducted by a Regions Security Project Manager or Site Supervisor. Trainees will not to be in an “active duty” status and may not be placed on duty at that site until said training has been completed. This training will be conducted at each individual site to which the Security Officer is assigned. The measure of success for the training will be the effectiveness with which the trained employee is able to perform post duties. City will be the sole assessor

- General and specific orders for the facility
- Policy and specific procedures for responding to emergency alarms, bomb threats, or incendiary devices.
- Procedures for access control and operation of the security system within the facility
- National or regional DHS threats
- Behavior pattern recognition

3. Job Enrichment Training

The job enrichment training program will include an approach to the protection of critical assets such as electrical switchgear, plant generation, disinfection systems, and in particular, receipt of and storage of hazardous or toxic chemicals, perimeter fencing, and wiring systems feeding the facilities. The job enrichment training program will include an approach to the protection of critical assets such as electrical switchgear, plant generation, disinfection systems, and in particular, receipt of and storage of hazardous or toxic chemicals, perimeter fencing, and wiring systems feeding the facilities.

4. Advancement Training

Personnel may become eligible for the next level of security officer by successfully completing a comprehensive security officer course of study. The course curriculum and length will be determined by the City at a later date. Subsequent to the successful completion of the required courses, said security personnel will appear before an oral evaluation board as prescribed by and at the sole discretion of the City. All related cost for the training will be the responsibility of Regions Security and will not be passed on to the employee.

REGIONS SECURITY IS A PROUD SPONSOR OF SEVERAL TRAINING PROGRAMS FOR OUR ARMED FORCES. UTILIZING OUR OWN TRAINING ACADEMY TO OFFER EMPLOYMENT OPPORTUNITIES TO QUALIFIED VETERANS OF AN MANY OF OUR BRANCHES OF SERVICE.

5. Evaluation of Training

Regions Security will provide a copy of the proposed course of instruction with all materials for review and approval to the City Project Manager or designee before Contract start date. Representatives of the City Project Manager may visit training classes without notice to monitor the training.

6. Firearms Training

Regions Security will employ a state-licensed firearms training instructor to develop and maintain an ongoing firearms program to meet or exceed the required State of Florida licensing statutes and standards. Contracted instructors will meet this requirement; this instructor will be directly employed by Regions Security.
1st Hour is firearms safety and weapons familiarization.
2nd Hour is firearms mechanicals.
3rd Hour is legal, (statutes laws liability contract specific etc.)
4th Hours is dry fire drills, commands, scenarios etc. along with uniforms, right gear and accessories and proper weapons maintenance. The last two hours (2) hours is range time with practice drills & that include the latest changes in law enforcement practices (distances, drills, etc).

7. Training for Regions Security Site Supervisors

a. In compliance with all other Contract stipulations requiring that a Regions Security Site Security Supervisor be fully qualified and capable of staffing a post the said Site Supervisors will have met or will meet all Basic Instructional Training requirements prior to providing service to the City.

b. Regions Security Site Supervisors will be provided sufficient on-site post instruction and provide Site Orientation Training (SOT) to Security Officers assigned to posts within the supervisor's span of control or shift of duty.

c. In addition to the above base requirements for training, Regions Security will provide to all Site Supervisors a minimum of (8) eight hours total of classroom instruction in the development of management and supervisory skills, as outlined below. The classroom instruction component will include a fifty (50) question test, and will require a minimum passing score of 75%:

- Supervisory responsibilities
- Training skill development
- Leadership development
- Authority and control
- Effective communication
- Handling complaints and grievances
- Management skills for supervisory personnel
- Time management
- Motivation
- Ethics
- Security Management/Contract Supervisors relationship

Guard In-Service Training:

We continuously train our guards to ensure operational readiness, reduce work errors and improve overall security operations performance (i.e. roll call briefings on training issues and on-duty performance testing)**.**

Regions believes that a well-trained employee better serves the interests of our clients and Regions Security. Additionally, it has been proven that well trained employees reduce risk, cost of turnover and

A cornerstone of our success has been initial, recurrent and specific training on key aspects of the ever-evolving security field and its applications. This training both instructs and motivates, ensuring the delivery Key to training is the availability of a facility, which can deliver the content and quality of training required. A way to ensure this was the creation of the Regions Security Academy. Based in Doral, adjacent to Regions Security's office, this facility is a State of Florida licensed facility authorized to provide required State of Florida Class D (and soon Class G) training and certification to security personnel. Training is conducted covering all areas of the state requirements as well as other, more advanced areas including crime prevention, evacuations, crowd control, access control, customer service, screening and detection techniques and devices, reports, forms and protocols.

It is through the experience, initiative and qualifications of our executives, key staff, personnel and resources, that we believe we can be an invaluable asset to your operations. Of course, part of our success has been being available to evaluate needs on a case-by-case process and offer tailored solutions. We look forward to providing you our commitment and interest in your security and overall success.

Activation of these programs require a training policy which has a well-developed training outline and supporting materials which reflect a state-of-the-art and professional curriculum and staff who can effectively impact the trainees so they are technically prepared to handle their assigned duties with performance excellence. We offer the following tiered approach to our training philosophy.

Regions Armed/Unarmed Security Guard Training Requirements

New Officer Training

New officer training will include initial job (i.e. Florida Class D & G Security License and customer service training) and Regions orientation training. Regions initial training stresses superior customer service, performing at a high level of professionalism, and conducting vigilant and attentive security. Training covers the employee's role in the security system, brief history of terrorism, SOP, customer service, and practical training including an Active Shooter course. Each guard will receive 8 hours of contractor-provided training in addition to any required City of Miramar -provided training.

Contractor Standard Classroom Training	Type	Hours
General Orientation on Regions Contracted Responsibilities	Class	.5
Introduction to Security Regulations and Terrorism 101 ▪ Your role in the security system ▪ Brief history of Terrorism and Ongoing Threats	Class	.5
Standard Operating Procedures and City of Miramar Regulations ▪ Prevention of unauthorized access to a restricted area ▪ Controlling movement of personnel and vehicles ▪ Patrols and Observations ▪ Vehicle Searches (if required) ▪ Vehicle Escorts (if required) ▪ Handling emergency situations at security posts, etc. ▪ Report Writing	Class	2
Safety, OSHA, and Worksite Hazards	Class	.5
Customer Service & Cultural Awareness Training, includes detailed site review	Class	.5
Standards of Conduct, Employee Handbook (Discipline Policy, Conflict Resolution, Preventing Sexual Harassment)	Class	1
Practical Training: ▪ FEMA Active Shooter Course ▪ IED/Prohibited Items Review ▪ Post Specific Duties: o Fixed Post o Site Operations	Practical	3

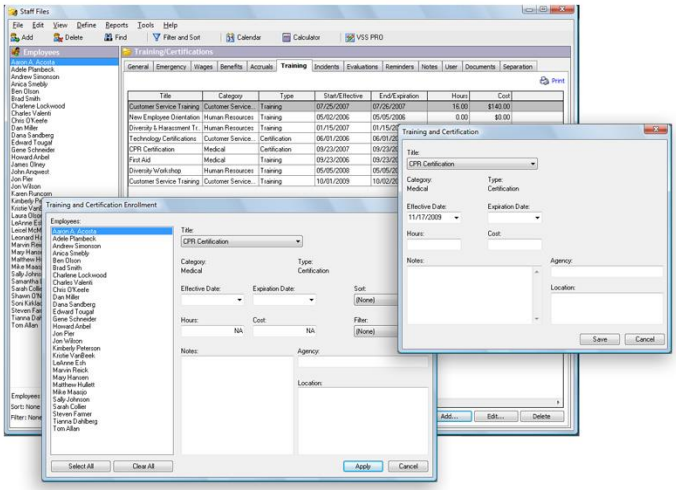
New Supervisor Training

All supervisors (after receiving the above Guard training) will receive on-the-job training, which will include an overview of the City of Miramar security procedures and protocols and operation of all equipment and facilities along with the following training modules to improve their employee and administrative skills.

Supervisor Training Module	Description
Overview	Operations and entities involved and general rules
Scheduling	Definition and distribution of labor hours
Customer Service	Importance of at all levels
Time and Labor Sheets	Procedures
Supervisor Daily Reports	Requirements and procedures
Leadership Principles	General supervisory skills
Attendance Deficiency	How to fill staff shortages
Incident Reporting	City of Miramar Policy and company procedures
Disciplinary Action	City of Miramar Policy and company procedures
Conflict Resolution	How to handle
Emergency Preparedness and Crisis Mgt	City of Miramar Policy and company Procedures

Maintaining Required Training and Certifications:

Regions Security uses specialized software to track all required training, and compliance with all guard certification requirements and maintain training documentation. Our database maintains security license dates, initial training and all required annual and recurrent training. This system will assure the accuracy of all training data along with maintaining hard copies of training records as a backup, which will also be made available for City of Miramar review.



CUSTOMER SERVICE TRAINING

In today's environment, customer service response has to be balanced with various security protocols. This balance must be part and parcel of all employees. We are in an environment and time where security is everyone's business.

Regions Security is committed to always inspecting what we expect out of ourselves and all of our security personnel on-site. We are dedicated to learning a client's desired work culture and security expectations. Establishing an open communication line between client and vendor assures us that we have a positive business partnership in place. In the end our main goal is to uphold our client's image and reputation when it comes to security officer interaction between guests, city personnel, on-site tenants and approved vendors.

PERSONNEL EMPLOYEE HANDBOOK

Regions Security's Policy and Procedures Manual is reviewed with security personnel prior to assignment. It must be kept available for consultation at all times. Various topics covered in this manual are:

- Uniform and appearance
- Care and use of vehicles
- Training
- Firearms and Weapons
- Emergency Procedures
- Protection of Property
- Benefits
- First Aid and Illness

SECURITY SURVEY

Regions Security is committed to providing each of our clients with a quality security program. In keeping with this philosophy, our managers and supervisors will conduct a security survey for all new permanent clients during the first few weeks of the contract. In continuation of our commitment to a quality security program, we will update the "survey" on an annual basis.

PRE-ASSIGNMENT TRAINING

Regions Security takes pride in being a leader in the training of professional security personnel. We base our success on detailed needs assessment and analysis of training requirements though curriculum development, expert instruction, constant quality assurance, and the most advantageous use of each training opportunity. A critical factor in the management of training program will be the frequent coordination and consultation with our clients on the issues of training goals and objectives and requirements for additional security personnel proficiency. All of Regions Security's personnel will undergo 40 hours of initial training.

SERT – SPECIAL EMERGENCY RESPONSE TEAM TRAINING

Regions Security maintains a Security Emergency Response Team [SERT] capability. We have trained assets readily deployable at a moment's notice. Once our SERT unit is activated, depending on the incident, the location and the number of officers required, we can have staff at your site(s) within 4-24 hours. Additional resources can arrive over the next 24-48 hours as needed. This level of response is critical in a true emergency, or in the event of a terrorist attack on domestic soil that affects the immediate area and creates a heightened security posture requiring excess manpower.

Our SERT teams are trained and capable of responding to all disasters and emergency needs. Teams are deployed when manmade or natural emergencies occur, or a customer needs new or significantly increased security manpower in a short period of time. We have successfully supported the emergency response needs for companies in the following sectors: public utilities, pharmaceutical, chemical, financial, retail, and industrial/manufacturing. Our SERT deployments can range from as few as 6 staff for small labor disputes or facility closings to more than 25 officers to respond to natural disasters and to support the interests of Homeland Security. Most common emergency response scenarios include: Hurricane, Snow/ Ice Storms, Flooding, Corporate Layoffs, Strikes, Merger/ Acquisition Transitions, and Response to Threats or Acts of Terror.

Regions Security Services follows closely the recommendations and awareness materials and protocols used and recommended by the 2013 Enhanced State Hazard Mitigation Plan (SHMP). The process established for this planning effort is based on the Disaster Mitigation Act of 2000 (DMA2K) and intended to satisfy Chapter 44 of the Code of Federal Regulations, Sections 201.4(b) and 201.4(c) of the State Hazard Mitigation Plan criteria. The required criteria address the following:

- Documentation of the planning process
- Coordination among agencies
- Prerequisites

The State Emergency Management Act, Chapter 252 Florida Statutes, designates the Florida Division of Emergency Management (DEM) as the State Coordinating Agency (SCA) for a comprehensive, statewide program of emergency management. DEM works in coordination with the federal government, other state agencies, local governments, and the **private sector** to create a statewide program of emergency management. This statewide approach to mitigation planning ensures the plan reflects the opinions and viewpoints of a wide range of stakeholders.

The SHMPAT meetings are announced on the DEM mitigation website (http://www.floridadisaster.org/Mitigation/State) and at various events by the mitigation planning staff.

HURRICANE AND DISASTER PROCEDURES

REGIONS SECURITY

"Ensuring A Safer Tomorrow"

REGIONS SECURITY SERVICES, INC. is responsible for security services prior, during, and after an emergency, disaster, or severe weather event. REGIONS SECURITY SERVICES, INC.'S management team will coordinate and interface with the client's point of contact. It is intended that this Hurricane and Severe Weather Procedures be reviewed annually and updated prior to hurricane season which runs from June 1 through November 30th.

PRIOR TO SEVERE WEATHER

Prior to a Hurricane Watch being issued, Security Officers should prepare themselves accordingly and plan to be housed at a safe and secure location during the storm.

The Security Officer should ensure that all required equipment to perform security operations are double-checked and in place. These items include, but are not limited to: properly operating and fully charged batteries for radios, rain gear, fueled company vehicles (if applicable), and flashlights, or other applicable equipment used to perform assigned tasks.

The Security Officer should also ensure that she/he is prepared personally for the severe weather as well. These items include, but are not limited to: bringing necessary food and clothing, fueling personal vehicles, and any and all medications needed as prescribed by a physician, to the site designated by REGIONS SECURITY SERVICES, INC. management.

All attempts must be made by Security Officers to ensure that the facilities, to include but not limited to: doors, guardhouses, locks on doors, gates, and sliding gates are all locked and secured before retreating to safe shelter designated by Management. All assigned security computers, monitors, radio equipment, and site keys should be protected and secured.

If an order is issued to shut down a particular facility, building, or location by the National Hurricane Center, Security Officers must make the following notifications:

1.) REGIONS SECURITY SERVICES, INC. dispatch office.
2.) REGIONS SECURITY SERVICES, INC. management/supervisory personnel

DURING SEVERE WEATHER

As previously stated, the Security Officers will be housed in a secure location for the duration of the storm.

POST WEATHER ANALYSIS

In order to maintain required security levels after a severe weather event, it is extremely critical once the severe weather has passed and the "all clear" has been given, that Security Officers conduct a general assessment of the buildings, or locations at their specific posts which could represent a security risk.

Areas of consideration which must be included, but not limited to, are as follows:

1. Doors
2. Gates
3. Fence lines
4. Guard booth(s)
5. Telephone operability within guard booth(s)
6. Ingress and egress lane accessibility
7. Debris
8. Any other affected area(s) which can pose a security threat to that specific facility, building, or location.

This information should be captured on an incident form and reported to REGIONS SECURITY SERVICES, INC., who will in term report it to the appropriate point of contact as outlined in the specific post orders for each client.

A copy detailing the post analysis information must be faxed to REGIONS SECURITY SERVICES, INC. corporate office. In the event that there is a power failure which does not allow transmission of said data to REGIONS SECURITY SERVICES, INC. then notification of findings must be made to the designated individual as per the clients' individual post orders require.

EMERGENCY CONTACT LIST

Dispatch Office	**Office**	305-517-1266
	Fax	305-517-1267

EMERGENCY PROCEDURES / RECOVERY

1. GENERAL:

The utmost consideration should be made of the safety of employees, conduct of emergency operations and expedient return to normal activities.

2. PURPOSE:

To establish uniform notification procedures for all affected personnel at specific sites.

3. RESPONSIBILITIES:

PROJECT MANAGER will make all assignments and assign duties related to emergency preparedness, response, and recovery activities

SECURITY SUPERVISOR It will be the responsibility of each Security supervisor to acquaint and inform their officers of their specific role and responsibilities during an emergency. REGIONS SECURITY SERVICES, INC, INC. management, in conjunction with client representative will determine which employees are critical to hurricane preparations and recovery activates. REGIONS SECURITY SERVICES, INC. will be responsible for keeping their employees informed of all potential actions for reporting and duty assignments.

SECURITY OFFICERS assigned to emergency related work activities will plan for their personnel preparations in advance. Employees assigned to operations activities are expected to report to work as directed. A number of personnel may be required to stay on duty throughout the emergency. The number of personnel required will be determined by REGION's management team.

4. EMERGENCY DISASTER COORDINATOR'S RESPONSIBILITIES:

It will be the duty of the Security Project Manager to be the Emergency Disaster Coordinator (EDC) for REGIONS SECURITY SERVICES, INC.

The EDC will evaluate all situations and take what measures are deemed necessary to enforce any and all precautions to safeguard life and property.

The EDC will coordinate evacuation plans.

The EDC will notify all appropriate points of contacts of emergency conditions as soon as practical and coordinate notification of other affected parties.

5. DETAILED PLANNING:

Establish a chain of command in order to exchange information with the EDC.
Develop a contingency plan for the evacuation of people, equipment, and other assets.

6. EMERGENCY PERSONNEL ASSIGNMENTS:

A list of names, addresses and phone numbers of personnel that will have emergency assignments will be provided.

7. TRAINING OF EMERGENCY PERSONNEL:

All security officers will be instructed on their job assignments.

Cross training will insure that more than one security officer will know how to perform a particular task.

All security officers will have a basic knowledge of emergency chain of command, communications network and equipment.

8. DESCRIPTION OF OPERATIONS:

REGIONS SECURITY SERVICES. utilizes the following four phases to prepare for the conduct of activities for preparations/response to emergencies.

Preparatory Stage: Year Round Preparations. Detailed planning, emergency personnel assignment, training of emergency personnel, confirmation of agreements, etc.

Phase I- Watch Phase: Review plans, assign personnel to vacancies in emergency forces, brief and place emergency personnel on standby, test communications, set up public information, fuel vehicle.

Phase II -Warning Phase: Mobilize emergency forces, activate REGIONS SECURITY SERVICES, INC. EDC, establish emergency communications, secure facilities and equipment, conduct necessary emergency communications, conduct necessary emergency operations, provide instructions to security officers and others as applicable. When indicated, implement Evacuation Plan.

Phase III- Impact Phase: Conduct emergency operations with due consideration for safety of emergency personnel, begin gathering data on situation, damage, etc. for determination of requirement for assistance and commitment of resources to recovery operations.

Phase IV- Recovery Phase. Conduct emergency operations with emphasis on repair of vital facilities. Provide assistance as necessary. Return to normal operations as soon as possible.

EMERGENCY OPERATIONS

1. GENERAL

Incident Command is the process of establishing and maintaining leadership at the scene of an incident requiring emergency response. Incident command begins with the first responders on the scene.

The senior emergency responder of the unit assumes incident command and begins making the critical decisions necessary to provide aggressive emergency response. The initial incident commander retains command until properly relieved by a more senior responder.

2. PRIORITIES:

The priorities for overall emergency response under the Incident Command System (ICS) are life safety, incident stabilization, and property conversation in that order.

3. INCIDENT COMMANDER RESPONSIBILITIES:

- Establish command
- Ensure emergency responder safety
- Assess incident priorities and develop an incident action plan
- Develop appropriate organizational structure
- Manage incident resources, and coordinate overall emergency activities

4. REPRESENTATIVES TO SUPPORT THE INCIDENT COMMANDER (IC)

There is no fixed size to the ICP. The IC will determine who he needs to support him based on the specifics of the incident. Following are possible positions the IC can designate based on the situation.

There is no specific activity associated with one position. They may all come from various activities or simply be who is available in time to support the incident.

Operations Officer- Directs and coordinates all tactical operations. Additionally, develops operational plans and assists the IC in developing objectives. Keeps the IC informed on incident status and supervises staging area management for emergency resources.

Liaison Officer- Acts as the point of contact for coordinating agencies and works with those agencies to address their needs. Additionally, provides lines of authority and communication and acts as a diplomat among participating activities.

5. CONTINGENCY ENERGY SUPPORT FOR SUSTAINED OPERATIONS

Regions Security Dispatch Center is backed up by a contingency energy plan and equipment that allows the center to maintain full operation of it's systems and communications throughout a power outage due to foul weather or storm. Dispatchers are able to continue to operate without disruption of service.

Use of Force Overview

Regions Security has the highest regard for human life, dignity and liberty, which is the primary consideration and motivation for the Regions Security Use of Force policy.

The level of force used is based upon the totality of the circumstances surrounding the immediate situation. Regions Security employees must use only that force that appears reasonably necessary to bring an incident under control, while protecting the lives of others and themselves. It is the policy of Regions Security that all employees conduct their duties with the intent to avoid physical confrontations with others.

It is recognized that in performance of the Security Professional's duties there may arise situations wherein use of force is necessary to:

- Protect oneself or others from a reasonably apparent danger of imminent bodily injury or death.
- Overcome resistance or non-compliance to a lawful directive or lawful arrest and to prevent escape from lawful arrest.

THE FIVE LEVELS OF ENGAGEMENT

PRESENCE	VERBAL	RESTRAINTS	INCAPACITATION	DEADLY FORCE
Guards observe and report any activity. No verbal or physical engagement.	Challenges and commands are used to assess a situation. No physical contact.	An aggressor may be secured with physical holds or devices (zip or hand cuffs).	Blocking devices (baton, chemical agents) or hands-as-weapons are acceptable.	Use of any offensive tactic or weapon applied lethally – for armed personnel only.

Force Defined

Force is defined as any physical effort used to control, restrain or overcome the resistance of another. An employee should utilize a level of force that is reasonably necessary in view of the level of the immediate threat or actions of another individual. The reasonableness of a specific use of force should be assessed from the perspective of an objectively reasonable employee, under the facts and circumstances which are known, or through reasonable diligence ought to have been known, at the time of the incident.

Degrees of Force

Employees may use force to carry out their duties only when force is reasonable under the circumstances. There are varying degrees of force that may be justified in a security-related situation. However, the use of force by employees must be consistent with the need for the lowest level of force required. Intermediate force is that force necessary for employees to carry out their duties without causing serious bodily injury or death.

Deadly force is the force used only when there is an imminent threat of death or serious bodily injury to any person and the use of such force is likely to cause death or serious bodily injury to the subject.

Serious Bodily Injury

A bodily injury that creates a substantial risk of death, causes serious, permanent disfigurement, or results in a prolonged loss or impairment of the functioning of any bodily member or organ. It also includes but is not limited to: loss of consciousness, concussion, bone fracture, and wounds requiring extensive suturing.

It is recognized there are times when an employee must make split-second decisions regarding the application of force under circumstances that are tense, uncertain and rapidly evolving. An employee should reasonably assess the immediate threat and/or actions of an individual. The variety of progressively escalating force options available to an employee during a confrontational situation creates a "force continuum." From the force options within this continuum, an employee should respond with only the reasonable force option necessary to control the situation or stop the immediate threat.

An employee may utilize any number of numerous force options within each part of the continuum. Escalation of force does not require that an employee begin by using the lowest level of force, or progressively utilize each individual force option. An employee may go directly to any level of the force continuum provided that the force option selected is reasonable.

An employee should only escalate the level of force until the control or defense is successful and the resistance is overcome. An employee should then de-escalate the application of force to that which will reasonably continue control or physical safety.

Reasonable Belief

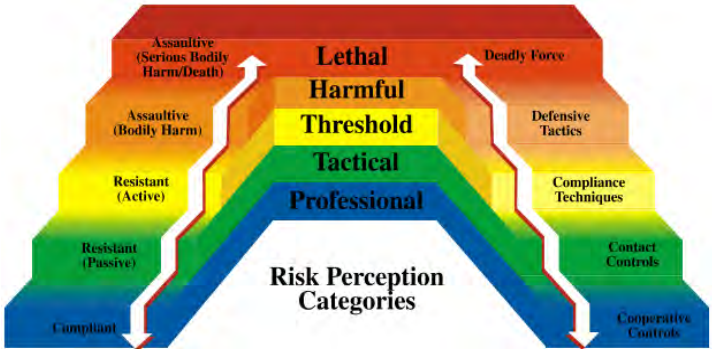
The facts or circumstances the employee knows, or should know, are such to cause an ordinary and prudent person to act or think in a similar way under similar circumstances.

Reasonable Force:

The degree of force must be "objectively reasonable" in light of the surrounding circumstances. While there is no set formula for this determination, there are several factors that will be considered in any situation. The reasonableness will be viewed by the articulated facts from the perspective of the person using force, to a person with similar training and experience placed in generally the same set of circumstances.

In determining the appropriate level of force, employees will evaluate each situation in light of the known facts and circumstances of each particular case. Those factors may include:

- The seriousness of the crime, incident, or suspected offense;
- The level of threat presented by the subject;
- The level of resistance presented by the subject;
- Whether the subject poses an immediate threat to the employee other persons;
- The proximity or access to weapons by the subject;
- The potential for injury to any person, including employees or subjects;
- The risk or apparent attempt by the subject to escape from a lawful arrest;
- The conduct of the subject being confronted (as reasonably perceived by the employee at the time);
- The time available to an employee to make a decision;
- The availability of other resources;
- The training and experience of the employee;
- Employee versus subject factors such as age, size, relative strength, skill level, injury/exhaustion and number of employees versus subjects;
- The environmental factors and/or other emergency circumstances.



The selection of a force option is determined by a wide range of variables that occur within each specific situation. Some of these variables include, but are not limited to:

- Relative age, size, strength, experience and/or combative behavior;
- Extent of injury or exhaustion;
- Number of employees versus number of violators;
- Level of intoxication via drugs or alcohol;
- Sudden attack;
- Proximity to weapons;
- Availability of other options;
- Other emergency circumstances;
- Mental disability.

Drawing or Exhibiting Firearms

Employees will not draw or exhibit a firearm unless the circumstances surrounding the incident create a reasonable belief that it may be necessary to use the firearm in conformance with the use of deadly force.

Unreasonable Force

Unreasonable Force occurs when:

- The force is clearly out of proportion to the resistance or non-compliance of the subject.
- The use of force against any person who has been subdued, restrained, or otherwise incapacitated, and who clearly does not represent a significant threat to any person.
- The use of Unreasonable Force can be determined to be excessive and therefore may subject employees to criminal and civil prosecution, as well as discipline up to and including termination.

Reporting Use of Force

Reporting any use of force is mandatory wherein the use of force was beyond uniform or command presence, verbal commands, gestures or hands on guidance. Therefore, a Use of Force Report Form is required for any use of control holds or higher level of force. Reporting is also required for drawing, exhibiting, or discharge of a firearm.

Employees involved in a Use of Force situation will report the incident to their supervisor as soon as possible. The Supervisor/Post Commander will complete or cause to be completed an incident report and deliver it to branch level management as soon as possible and within eight (8) hours. Any employee who witnesses the use of force will also notify his/her immediate supervisor.

Counterterrorism Training

Regions Security has recognized the threat of terrorism and has developed a Counterterrorism Manual containing nine (9) presentations (8 are mandatory modules and one module on vehicle inspections is elective). Listed below are the subjects which the modules will train our security professionals

1. Terrorism Awareness
2. Pre-Operational Indicators
3. Suspicious Packages & IED's
4. Suicide Bombers
5. Suspicious Substances
6. Biological and Chemical Response
7. Active Shooter
8. Incident Command System
9. Vehicle Inspections

Each presentation in the manual is accompanied by a 10-question test.

Biological and Chemical Response

For years, many experts talked about the possibility of a chemical or biological terrorist event, however the type of release Security Officers typically will probably encounter will be chemicals or cleaning supplies accidentally that have been spilled or improperly used.

Preparation

Either way, whether by terror or intimidation, accidental or other, we want to be prepared.

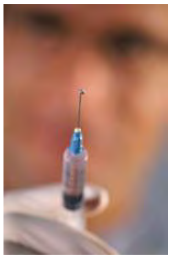
Definitions To Know

The Augusta Chronicle / Andrew Davis Tucker via AP

Sign – is something that can be seen (vapor cloud, blast effects, redness on skin)
Symptoms – something that a victim can tell yo u about (pain, discomfort)
Exposure – is when you have been around the material in question
Contamination – is when the material has been internalized or enters the body through the routes of exposure

Routes of Exposure

- **Inhalation** (breathing)
- **Ingestion** (mouth)
- **Absorption** (skin contact)
- **Injection** (needles/projectiles)



Biological Agents

They can be categorized in 3 groups:

1. Bacteria – single-celled organisms that cause a variety of diseases in animals, plants, and humans.
2. Viruses – much smaller than bacteria and use the reproductive mechanism of the host cell to create more viruses.
3. Toxins – potent poisons produced by a variety of living organisms including bacteria, plants, and animals. Toxins are some of the most dangerous substances known.

Biological Agent Response

A biological deployment will probably go unnoticed. Initial signs and/or symptoms usually will not be noticeable until hours, days, or sometimes weeks later.

Biological Agent Deployment

Be on the lookout for:

- Spray devices
- Unusual liquids or vapor clouds
- Small explosions with very little damage

Chemical Agent Facts

They can be inhaled, ingested, injected or absorbed directly through the skin

- Most often they are dispersed through an aerosol release, which may be a mist of liquid droplets or vapor
- Most will have an almost immediate effect on the contaminated person

Chemical Agents

They can be categorized in 5 groups.

1. Nerve – exposure typically occurs through airborne vapors or direct skin contact with the liquid (VX, Sarin)
2. Blister - exposure can occur through contact with either liquid or vapor forms (Mustard, Lewisite)
3. Blood - exposure can occur through contact with either liquid or vapor (Hydrogen Cyanide, Cyanogen Chloride)
4. Choking – exposure is through inhalation of vapors (Chlorine, Phosgene)
5. Irritants – exposure occurs through both skin absorption and inhalation (Tear Gas, Mace, OC Spray)

Chemical Agents Response Remember: The R.E.A.C.T. Response Model

- **Respond**: Move to safety if warranted. Be aware of your surroundings and resolve to stay calm.
- **Evaluate**: Gather data. We make better decisions when we have proper information. Look, listen and ask appropriate questions.
- **Analyze**: Once you have the data, make sense of what has occurred. Draw accurate conclusions.
- **Communicate**: Consider policy and procedures. Report what has occurred. Listen for direction from chain of command.
- **Take Action**: Move decisively. Give direction clearly and confidently. Assist the public.

What To Do In Case of Attack

Protection of breathing airways is the single most important thing a person can do in the event of a chemical or biological incident or attack. In most cases, absent a handy gas mask, the only sure way to protect an airway is to put distance between you and the source of the agent. While evacuating the area, cover your mouth and nose with a handkerchief, coat sleeve, or any piece of cloth to provide some moderate means of protection. Other basic steps one can take to avoid or mitigate exposure to chemical or biological agents include:

- Stay alert for attack warning signs. Early detection enhances survival.
- Move upwind from the source of the attack.
- If evacuation from the immediate area is impossible, move indoors (if outside) and upward to an interior room on a higher floor. Remember many agents are heavier than air and will tend to stay close to the ground.
- Once indoors, close all windows and exterior doors and shut down air conditioning or heating systems to prevent circulation of air.
- Cover your mouth and nose. If gas masks are not available, use a surgical mask or a handkerchief. An improvised mask can be made by soaking a clean cloth in a solution of 1 tablespoon of baking soda in a cup of water. While this is not highly effective, it may provide some protection. Cover bare arms and legs and make sure any cuts or abrasions are covered or bandaged.
- If splashed with an agent, immediately wash it off using copious amounts of warm soapy water or a diluted 10:1 bleach solution.
- Letters from unknown sources should first be screened by security personnel. If opened, letters allegedly containing anthrax or another toxin should be handled carefully. Note if there was a puff of dust or particles from the envelope when it was opened and be sure to report that when assistance arrives. Carefully place such a letter and its envelope in a sealed plastic pouch. Thoroughly wash face and hands with warm soapy water before calling for assistance.
- If circumstances dictate, plan and prepare a chemical/biological safehaven in your residence using guidelines listed in this pamphlet.
- At the office, familiarize yourself in advance with established emergency procedures and equipment at your post. See your regional or post security officer for details.
- If in a car, shut off outside air intake vents and roll up windows if no gas has entered the vehicle. Late model cars may provide some protection from toxic agents.
- In any case of suspected exposure to chemical or biological agents, no matter what the origin.

Preparing a Safe haven

In some remote but possible scenarios (such as the incident in Bhopal, India) an entire city or neighborhood could become endangered by lethal gas. If conditions at your post make this a possibility, you may want to plan and prepare a sealed chemical/biological safe haven at your residence as follows:

Choosing a Safe haven Room

- Select an inner room on an upstairs floor with the least number of windows and doors.
- Choose a large room with access to a bathroom and preferably with a telephone.
- Avoid choosing rooms with window or wall air conditioners; they are more difficult to seal.

Sealing a Room

- Close all windows, doors, and shutters.
- Seal all cracks around window and door frames with wide tape.
- Cover windows and exterior doors with plastic sheets (6 mil minimum) and seal with pressure-sensitive adhesive tape. (This provides a second barrier should the window break or leak.)
- Seal all openings in windows and doors (including keyholes) and any cracks with cotton wool or wet rags and duct tape. A water-soaked cloth should be used to seal gaps under doors.
- Shut down all window and central air and heating units.

Suggested Safe haven Equipment

- Protective equipment--biological/chemical rated gas masks, if available; waterproof clothing including long-sleeved shirts, long pants, raincoats, boots, and rubber gloves.
- Food and water--a 3-day supply.
- Emergency equipment--flashlights, battery-operated radio, extra batteries, can or bottle opener, knife and scissors, first aid kit, fire extinguisher, etc.
- Miscellaneous items--prescription medicines and eyeglasses, fan, extra blankets, passports and other important papers, television set, toys, books, and games.

TABLE-TOP-EXCERCISES

An **exercise** is a focused practice activity that places the participants in a simulated situation requiring them to function in the capacity that would be expected of them in a real event. Its purpose is to promote preparedness by testing policies and plans and training personnel. In this document, you will explore some of the benefits that organizations derive from exercising.

Why Exercise?

Exercises are conducted to evaluate an organization's capability to execute one or more portions of its response plan or contingency plan. Many successful responses to emergencies over the years have demonstrated that exercising pays huge dividends when an emergency occurs.

An **exercise** is a focused practice activity that places the participants in a simulated situation requiring them to function in the capacity that would be expected of them in a real event. Its purpose is to promote preparedness by testing policies and plans and training personnel. In this document, you will explore some of the benefits that organizations derive from exercising.

Reasons to Exercise

The goal in exercise design is to establish a comprehensive exercise program, one based on a long-term, carefully constructed plan. In a comprehensive program, exercises build upon one another to meet specific operational goals. The aim is to provide competence in all emergency functions.

There are two main benefits of an exercise program:

- **Individual training:** Exercising enables people to practice their roles and gain experience in those roles.

- **System improvement:** Exercising improves the organization's system for managing emergencies.

These benefits arise not just from exercising, but from evaluating the exercise and acting upon the recommendations. An exercise has value only when it leads to improvement. To summarize, there are a number of reasons to perform exercises. Through exercises, organizations can:

- Test and evaluate plans, policies, and procedures.
- Reveal planning weaknesses.
- Reveal gaps in resources.
- Improve organizational coordination and communications.
- Clarify roles and responsibilities.
- Train personnel in roles and responsibilities.
- Improve individual performance.
- Gain program recognition and support of officials.
- Satisfy regulatory requirements.

Functions

In planning exercises, the emphasis is on functions rather than on types of emergencies, because preparedness in those functions is common to all emergencies.

Functions are actions or operations required in emergency response or recovery. FEMA defines 13 functions in its Emergency Management Exercise Reporting System:

- Alert Notification (Emergency Response)
- Warning (Public)
- Communications
- Coordination and Control
- Emergency Public Information
- Damage Assessment
- Health and Medical
- Individual/Family Assistance
- Public Safety
- Public Works/Engineering
- Transportation
- Resource Management
- Continuity of Government

Emergency Drills

An effective emergency response program is an important part of any successful security operation. Security professionals should be involved in the emergency response program from the beginning. Security Officers may even be asked to assist in the creation of the plan by providing information on security procedures, staffing levels or emergency systems available to the client's staff. The security officer is also a key player in the emergency response itself. Knowledge of the post and a calm professionalism during an emergency are invaluable to our clients.

Often, the security professional will be a key participant in the facility emergency response plan. Security Officers may be intimately involved in the development and execution of the emergency plan at your facility. Officers' responsibilities may include directing an evacuation, administering first aid to injured parties, protection of client assets during and after the emergency. Officers may also be asked to assist emergency personnel with necessary information about the facility and personnel on site. Officers must be able to provide clear, concise information quickly and accurately.

The importance of a comprehensive response program cannot be overemphasized. The benefits of such programs often include increased productivity at the site, improved employee morale, reduced absenteeism and illness, and reduced worker's compensation claims. By properly planning for emergencies, employee injury and property damage are kept to a minimum. Keep in mind that no two emergencies are alike and no two facilities are alike.

Free Training and Seminars for clients and their employees

Regions Security offers a myriad of free seminars on subjects led by subject matter experts, both internal and external, to our clients and their employees. Subjects covered include:

- Identifying and preventing workplace violence.
- Bomb Threat training and testing.
- Disaster Preparedness training and testing.
- Emergency planning and preparedness.
- Emergency evacuation training and testing.
- Organizing an emergency response team.
- Dealing with the threat of terrorism

Unattended Package/Baggage

Bomb threats are a harsh reality in today's world. Security professionals must know how to properly respond to either a bomb threat or the discovery of a suspicious object. Bomb threats are usually made via telephone, email or even a note or letter. Regardless of the fact that the majority of bomb threats are false and made with the intent of only disrupting normal business, every bomb threat must be considered real until investigated to ensure the safety of everyone.

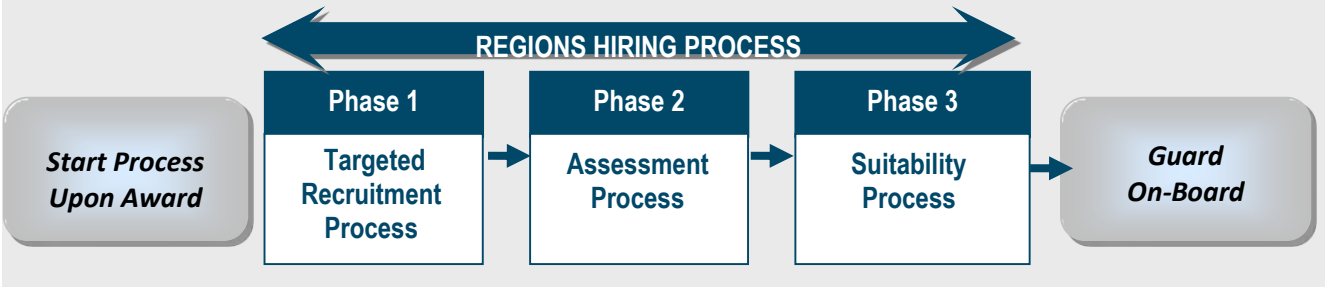
Bombs can be constructed and delivered in any number of ways. The probability of finding a bomb that looks like the stereotypical bomb is almost nonexistent. The only common denominator that exists among bombs is that they are designed to explode with the intent of causing damage or casualties.

Understand that most bombs are homemade and can be built to look like, or fit into almost anything that the bomber can imagine. When searching for a bomb or discovery of an unattended package/baggage, anything that looks unusual should be considered as suspect.

REGION'S METHODOLOGY FOR RECRUITMENT, RETENTION, AND EMPLOYMENT OF PERSONNEL

Regions policy is to offer employment to all licensed incumbent security officers and supervisors who meet Regions employment standards. Regions considers this practice not only appropriate from a human resources standpoint, but also ensures maximum continuity of service to the City of Miramar.

Regions will use a standardized employment hiring process for the hiring of non-incumbent supervisors and guards that has been refined over the years at our security contracts. Our hiring approach for this contract includes: a (1) targeted recruitment process; (2) formalized assessment process; and (3) well-defined suitability process which is further discussed below.



Our standardized hiring process assures full staffing on Day One

Targeted Recruitment:

For any additional new hires or subsequent replacement hires, Regions will use targeted recruiting to obtain highly qualified and diverse candidates. Vacancy announcements will be placed on-line and in local and regional newspapers in the Greater Miami metropolitan area. Vacancy announcements also will be placed in local employment offices, military-out placement offices, security training schools, and any available job placement services offered by local and City government, including minority outreach programs (note that all of these employment sources are already in use and established). Applicants can apply for vacancies online by accessing Regions' application/resume website directly at http://www.regionssecurity.us.

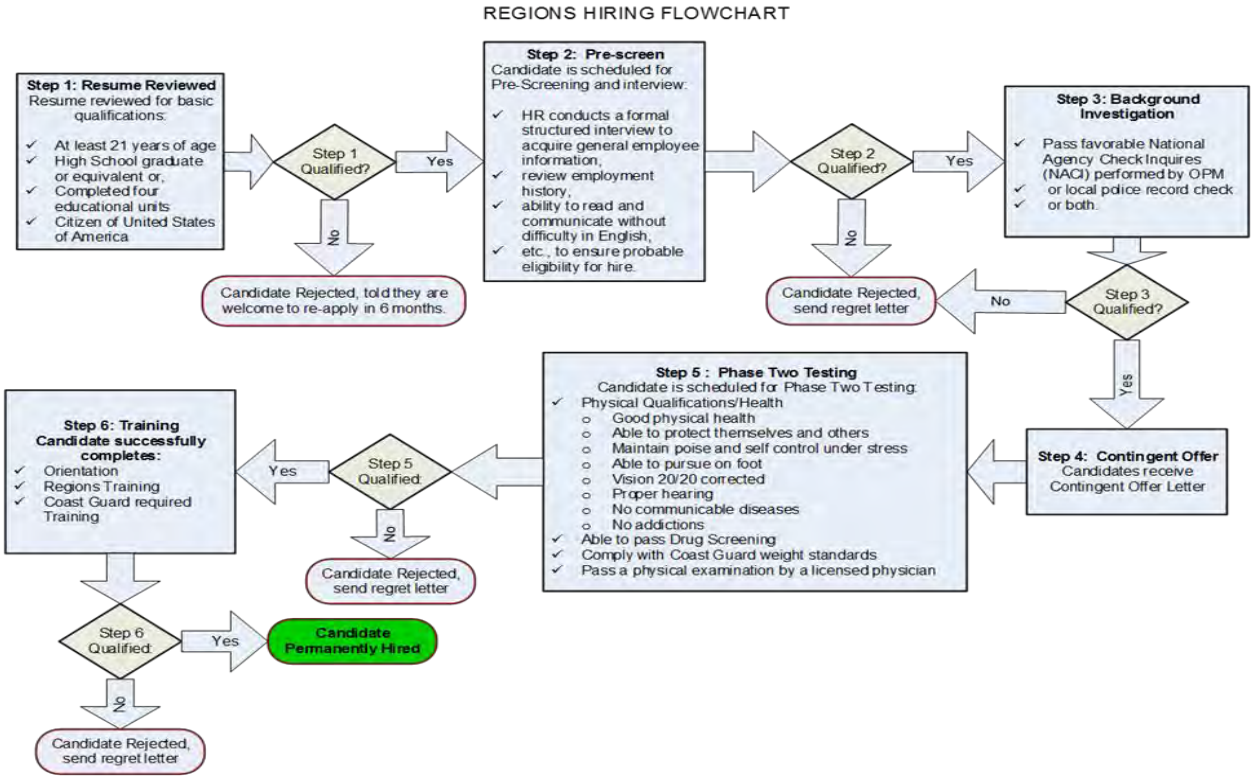
Regions Assessment Process:

Regions uses a comprehensive, phased approach to pre-employment assessment and schedules and tracks all required officer assessments using our candidate tracking system. Potential candidates are subjected to an extensive pre-screening, pre-testing, and selection process (employment application, phone interviews, face-to-face interviews, English proficiency check, pre-employment checks, and credentials/license verification). All employee candidates must also possess a valid State driver's license and current State of Florida-issued armed and/or unarmed guard security license. This process minimizes candidate attrition during the hiring and on-boarding process. During the interviews, Regions will also inventory any other languages in which the candidate is proficient.

Regions Security, as needed, will use a subcontract to a local medical provider to perform physical, hearing and vision and drug testing. Applicants will be required to sign a *Physical Fitness Test Release Form,* a *Medical Self-Assessment Form,* and a *Drug Testing Consent and Release Form.* The physical examination includes the following checks;

- ✓ Physical examination (non-DOT)
- ✓ Hearing check
- ✓ Vision check
- ✓ Drug testing (non-DOT), at new hire, annually and reasonable cause
- ✓ Comply with the City of Miramar weight standards

After successful completion of the above, the candidates will receive a Contingent Offer Letter. The complete well-defined hiring "on-boarding" process is detailed in the flowchart below.



Regions Suitability Process:

Candidates passing the medical assessment process and are scheduled for company orientation and classroom security training. After successfully passing all required training Regions makes a final job offer and upon accepting assigns the candidate to work (pending City of Miramar approval). Candidates who are bi-lingual will be given preferential hiring consideration.

In addition to successful completion of the above hiring process, site supervisor candidates will also require additional supervisory and leadership training.

Probation:

All new Regions officers and supervisors will be in a probationary status for 120 days, including any current incumbent officers accepting employment with Regions.

Random Drug Testing:

Regions employees assigned to this contract will also be subject to on-going random drug testing at a minimum annually.

Maintaining Officer Qualifications:

Regions' well-defined recruitment, pre-screening, suitability, training, and certification process for new-hires as summarized below ensures full compliance with all officer requirements identified below.

We maintain, track, and manage officer qualifications and documentation using our Human Resources Information System (HRIS) system. This system is used for daily tracking of officer qualification expiration dates (e.g. pre-employment screening, drug screening, suitability, state guard permits, training certifications). The robustness of this system allows "auditability" to ensure that our recruiting, assessment, credentialing, training and on-boarding processes are fully compliant with the RFP requirements and all federal, state, and local labor laws. The system also supports our recruiting efforts, daily security force work scheduling activities, and overall project management efforts.

Directing Resources and Equipment:

Regions will provide all necessary items and necessary equipment to perform all of the duties as specified in the RFP

All corporate departments operate under the philosophy that our employees are their customers, much the same as in operations where the City of Miramar is their customer. The Regions corporate office is in existence to serve our employees and is held accountable to that standard by the Regions President & CEO. The operations group is held responsible to provide high levels of performance and customer service to the City of Miramar, and the corporate based departments are responsible to provide high levels of performance and customer service to the employees.

Once the conditional offer of employment is offered a criminal background check is initiated for the entire State of Florida using an on-line service (DAC). The return check is usually available the following day. Regions Security does not hire persons with felony convictions. Most misdemeanors also disqualify an applicant for employment**.**

CRIMINAL HISTORY CHECKS
A
MULTI-PHASE APPROACH

- **National Criminal Records Search**
- **Verify applicant provided information**

Suitability determination

- **Regions Security does not hire persons with Felony Convictions (Most Misdemeanors)**

E-Verify

U.S. Citizenship and Immigration Services

The employee's completed file is available for you to review. **You** have the right to reject any candidate you do not feel qualified to work at your facility. Our goal is to take every step necessary to maintain a harmonious security force and great working relationship with all of our clients**.**

PERSONNEL RETENTION

Retention of personnel ensures consistency, uniformity, customer satisfaction and cost efficiency. To that end, Regions Security looks for employees who are candidates for:

- Promotion
- Training
- Reassignment
- Possess special or additional skills

Those employees are then offered opportunities to ensure their career track is marked, monitored and made available at an appropriate time. This ensures our clients that they receive the best possible security personnel for their assignment.

Regions Security also employs a system of recognition and rewards for outstanding performance and encourages our clients to also participate in naming and rewarding these individuals. Our programs include:

- Employee of the Month
- Employee of the Quarter
- Employee of the Year
- Client Commendations and Rewards

Employees recognized are awarded a variety of rewards including:

- Certificates
- Commendations
- Bonuses
- Plaques
- Trips
- Discount Offers
- Gift Certificates
- Paid Time-Off (PTO)

Employees also have their photographs placed in Regions Security's newly established Facebook page, where we showcase our employees and their achievements.

Employees who consistently serve during holidays and special events days are recognized for their dedication through an exclusive drawing where large screen TVs, stereo systems, iPods, portable radios, CD players and other electronic equipment for personal and family entertainment will be given away.

Other employee benefits Regions Security Services offers include:

- Direct Deposit
- Flexible Schedules
- Access to our Training Academy
- Free Renewal of the D and G licenses
- $50.00 Employee Referral Program
- Sign-on Bonuses
- Generous Sales Lead Incentive Bonuses
- Recognition and Greeting Card on Birthdays

HEALTH CARE BENEFITS

Health Benefits

Regions Security Services offers ACA-compliant plans to all of our qualified security professionals. In addition to our core plan offering, security professionals will have the option to participate in a premium higher-cost plan.

Core Health Insurance Offering

Basic Plan: Employees will be charged 9.5% of their wages, meaning their contribution will vary by pay period depending on the number of hours worked and their specified pay rate. This plan offers in and out of network benefit costs for doctor/specialist co-pays, Rx co-pays, ER & Urgent care co-pays and preventative care/screening/immunization costs are all 100% covered in network.

Optional Plan:

AETNA PPO Plan (buy-up option)

Where clients would like to offer a premium plan to the officer, a pure “indemnity” type plan, clients are required to contribute a minimum of 50% toward the single premium. In all other cases, the PPO option is an optional “buy-up” for all officers that will be completed self-funded. Additional information about this plan can be provided upon request.

QUALITY CONTROL / ACCOUNT SUPERVISION

Quality Control / Account Supervision

Regions Security will provide a member of management staff for bi-weekly and on-call meetings with the City of Miramar Management to review operations and incident reports. This assigned individual will be knowledgeable of all of the assigned posts and will act as a liaison between the City of Miramar and Regions Security Services to ensure quality of services, contract compliance, and to ensure that all assigned Officers are supported with the required equipment and materials.

The Account Manager will address any service issues or concerns brought by the City of Miramar immediately and communicate regularly with the contract manager advising on updates and resolutions as well as formulating action plans to resolve issues quickly and effectively.

REGIONS SECURITY TRANSITION PROCEDURES

Regions manages Transition as a project using the principles established by the Project Management Institute's Book of Knowledge (PMIBOK). Regions has a proven record of successful on-time transitions for over 60 security services projects, which has included recruiting, hiring, training, certifying, equipping, and fielding hundreds of officers for various different contracts.

Regions Transition Approach:

The key elements of a seamless contract transition based on Regions own transition experience combined years of Federal contract transition experience include: (1) upfront communications with the City of Miramar ; (2) use of a dedicated transition team; (3) use of a detailed transition schedule; (4) prompt communication and hiring of incumbents, (5) rapid recruitment, screening, hiring, and training of replacement personnel; (6) implementation of Regions turn-key security operations approach; and (7) regular transition status briefings with City of Miramar officials.

Regions manages transition as a project and uses a dedicated transition team that will support the security supervisors. With the Regional Manager leading the transition team, our Site Supervisors can focus their efforts on ensuring that operations meet all contract requirements and City of Miramar customer expectations, as opposed to being sidetracked by the myriad of transition details.

We also identified potential transition issues and included mitigation strategies to ensure a seamless transition as summarized below.

Potential Transition Risks and Regions Mitigation Strategies		
Potential Risk	**Possible Effects**	**Regions Solution**
Disruption of existing operations	▪ Impact continuity of operations ▪ Failure to meet site technical, cost, schedule requirements ▪ Workforce not ready on Day 1 ▪ Incumbent employee morale issues	▪ Use of dedicated transition team ▪ City of Miramar -approved transition timeline schedule ▪ Close coordination with City of Miramar ▪ Regular transition status meetings ▪ Prompt hiring of incumbent officer workforce.
Unable to Field Security Officer workforce	▪ Officer recruitment/hiring delays ▪ Potential officer licensing issues ▪ Unable to assume post duties ▪ Potential delay of other resources	▪ Regions recruitment and hiring process ▪ Regions turnkey officer training program ▪ Regions transition plan and schedule ▪ Regular transition status meetings with client
Not Ready to Takeover Contract on Day One	▪ Security force not fully qualified ▪ Unable to staff posts on Day 1 ▪ Uniform and equipment issues ▪ Project Mgt systems not in place ▪ Key personnel not in place	▪ Lessons-learned from previous transitions ▪ Regions turnkey security ops approach ▪ Rapid recruitment/hiring of workforce ▪ Transition training plan and schedule ▪ Transition plan for uniforms and equipment

Based on our detailed analysis, Regions will be able to transition security operations at the City of Miramar bases nominally within 30 days of the City of Miramar ' notification of its intent to award with no interruption or degradation in service.

Part I. Risk to Completing Transition	Pre-Mitigation Risk	Why Regions presents Zero Risk/Mitigation Strategy	Post Mitigation Risk
Completing Transition is at risk due to the small businesses' limited experience and lack of available transition resources required to achieve Full Operations within the 30-day Transition window.	High	This risk is fully mitigated since Regions has successfully transitioned sixty on-time government and commercial security contracts and has access to additional transition resources.	Low
Completing Transition is at risk when new guards need to be hired, vetted and trained within the 30-day Transition window.	High	Plan A uses two strategies; 1), Regions will offer and attempt to hire all incumbent employees, 2) Our new hire ready pool of employees. By carefully screening initial new hires, including having them undertake background checks, drug screens and medical evaluations, Regions will shorten the normal on-boarding time line.	Low
Completing Transition is at risk when new guards need to be hired, vetted and trained within the 30-day Transition window.	High	Plan B: Regions maintains 175 active employees in the Miami area and some of these current employees will be cross-trained to City of Miramar standards.	Low
Completing Transition is at risk because the contractor is not able to provide all Key Personnel and staff to support screening operations.	Medium High	This risk is fully mitigated if the City of Miramar awards to Regions because our team will use the existing highly experienced key personnel.	Low
Completing Transition is at risk because a contractor does not have the program management skills to execute the transition.	High	This risk is fully mitigated if City of Miramar awards to Regions because our team has the experience of performing over 60 security transitions.	Low
Completing Transition is at risk because the contractor does not have a proven uniform vendor that can provide quality uniforms in a timely manner.	Medium	This risk is fully mitigated if City of Miramar awards to Regions because our team will use existing uniform vendors which have provided thousands of uniform pieces to our current workforce	Low
Completing Transition is at risk because the possibility exists that a Hurricane could strike the Miami area during the 30-day transition period.	Low	This risk is mitigated to an acceptable level since Florida-based Regions has extensive experience with hurricanes and has developed a time-tested hurricane readiness process and Hurricane Response Plan to help ensure continued transition operations.	Low

Regions has robust mitigation strategies for all likely transition risks, and what our team has more so than any other offeror is the depth and breadth of back-up resources should any risk event actually occur.

TRANSITION PLAN

Key Transition Activities: Regions transition approach is broken down into key transition activities, which was used as the basis for developing our Work Break-Down Structure (WBS) and Transition Schedule Timeline, which is provided at the end of this section.

Task	Start Date
Major Milestones	**Milestone**
Phase I Transition Activities – Notice of Award	**Notice to Award**
Phase II Transition Activities – Post-Award	**City of Miramar Approval**
Human Capital Management (Hiring and Staffing)	Day 1
Logistics (Uniforms, equipment, facilities)	Day 1
Training (New-hire, Supervisor, Training Records)	Day 5
Support Services	Day 5
Operations	Day 10
Performance Assurance	Day 10
Phase III Transition Activities – Contract Assumption	Day 30

Transition Plan Schedule and Timeline:

Regions transition activities along with our transition timeline for a nominal 30-day contract transition, is provided below. The timeframe from notice of award to City of Miramar approval is also addressed and assumes no waivers or deferrals of any contract requirements.

30-Day Transition Plan Schedule and Timeline

TRANSITION ACTIVITIES	RESPONESPONSIBLE PARTY	WEEKS AFTER AWARD			
		1	2	3	4
PHASE I – INITIAL MANAGEMENT ACTIVITIES					
Notification of Award	**Milestone**				
Activate Regions transition team	Regions				
City of Miramar and Regions sign contract	Miramar /Regions				
Post award contract meeting with City of Miramar officials	Miramar				
Submit final insurance documents (i.e. certificate of insurance)	Regions				
Provide Regions w/list of incumbent contractor employees	Miramar				
Provide Regions with existing City of Miramar post orders	Miramar				
Submit final transition schedule	Regions				
Provide proof of state business/security licensing	Regions				
Receive Contract and Delivery Order	Miramar				
Initiate new-hire recruiting	Regions				
Finalize local office space for workforce hiring/training	Regions				
Final approval of Regions uniform/equipment items	Miramar				
Complete contractor authorizing signatory requirements	Regions				
Initiate weekly transition status review meetings	Regions				
PHASE II – POST AWARD TRANSITION ACTIVITIES					
HUMAN CAPITAL MANAGEMENT	Miramar				
Set-up Regions incumbent personnel file system	Regions				
Interview affected employees/distribute HR packages	Regions				
Implement Regions pay and benefit program	Regions				
Recruit/interview new-hire applicants	Regions				
Verify applicants have valid FL Armed/Unarmed Security License	Regions				
Distribute HR packages to applicants	Regions				
Finalize Regions Hiring Assessment Process	Regions				
Receive HR package responses	Regions				
Initiate new hire pre-screening process	Regions				
Contingent Offer provided to incumbents/new hires	Regions				
Complete new-hire pre-screening	Regions				
Process new-hire assessment process packages	Regions				
Process new-hire packages	Regions				
Interview/process supervisor candidates (if necessary)	Regions				
Finalize job offers to selected new-hires	Regions				
Conduct human resources readiness review	Regions				
Hiring of City of Miramar security force complete	**Milestone**				
LOGISTICS	Miramar				
Validate contract uniform and equipment requirements	Regions				
Conduct fitting of uniforms	Regions				
Order uniforms/equipment	Regions				
Order communications equipment	Regions				
Receive/issue uniforms and uniform accessories	Regions				

TRANSITION ACTIVITIES	RESPONESPONSIBLE PARTY	WEEKS AFTER AWARD			
		1	2	3	4
Train users on site-specific equipment	Regions				
Obtain City of Miramar -managed facilities keys	Regions				
Set-up Regions key control and accountability system	Regions				
Finalize uniform inventory system	Regions				
Finalize process for obtaining Vehicles to perform work	Regions				
Conduct logistics readiness review	Regions				
City of Miramar security force uniformed and equipped	**Milestone**				
TRAINING					
Develop security officer training schedule	Regions				
Finalize City of Miramar security officer training program	Regions				
Obtain City of Miramar approval for Regions security training program	Miramar				
Finalize City of Miramar post-specific training	Regions				
Finalize security officer training records system	Regions				
Conduct new-hire security officer training classes	Regions				
Complete City of Miramar -required training for new-hires	Regions				
Obtain City of Miramar training certification sign-off	Miramar				
Conduct training readiness review	Regions				
Regions security force training complete	**Milestone**				
SUPPORT SERVICES	Miramar				
Set-up HRIS for City of Miramar project	Regions				
Finalize contract invoicing/billing requirements with City of Miramar	Regions / Miramar				
Setup contract deliverables system *(e.g. weekly/monthly reports)*	Regions				
Enroll employees in Regions payroll system	Regions				
Setup timekeeping/scheduling system	Regions				
Obtain (if necessary) City of Miramar badges for Regions employees	Regions				
Conduct support services readiness review	Regions				
Regions project management systems ready	**Milestone**				
SECURITY OPERATIONS					
Finalize City of Miramar post requirements/hours/staffing levels/shifts with City of Miramar	Regions				
Finalize post takeover strategy with City of Miramar	Regions				
Build initial work shift schedules in Regions scheduling system	Regions				
Establish City of Miramar security points of contact	Regions				
Finalize security post relief system (if necessary)	Regions				
Walk-down of posts	Regions				
Finalize Regions security operations approach	Regions				
Finalize setup of operations reports/logs/forms	Regions				
Set-up mechanism for providing *Other Security Officer Services*	Regions				
Implement Regions Customer Service Program	Regions				
Conduct operations readiness review	Regions				

TRANSITION ACTIVITIES	RESPONESPONSIBLE PARTY	WEEKS AFTER AWARD			
		1	2	3	4
Security operations ready for post duties takeover	**Milestone**				
PERFORMANCE ASSURANCE	Miramar				
Implement Regions Safety Program	Regions				
Verify Regions operations compliant with all City of Miramar requirements	Regions				
Finalize QC Inspections and Monitoring system	Regions				
Implement Regions quality control program	Regions				
Conduct readiness review	Regions				
Week One Transition Status Review with City of Miramar	**Milestone**				
Week Two Transition Status Review with City of Miramar	**Milestone**				
Week Three Transition Status Review with City of Miramar	**Milestone**				
Week Four Transition Status Review with City of Miramar	**Milestone**				
Transition Acceptance by City of Miramar officials	**Milestone**				
TRANSITION COMPLETE	**Milestone**				

Summary of Region's Transition Matrix

QUALITY ASSURANCE - ENSURING HIGH-QUALITY SERVICES

We recognize the increased emphasis placed on customer service as reinforced by City of Miramar staff at the site visits. Regions fully understands that customer service skills are key to a successful operation as it relates to our interaction with patrons, visitors and staff. We ensure high-levels of customer service for both customer-types using the following approach:

Approach for Providing High-Levels of Customer Service	
Features	**Benefits**
City of Miramar Employees ▪ Partnering with City of Miramar to improve contract performance. ▪ Clear understanding of City of Miramar customer expectations. ▪ Frequent communications with City of Miramar to address contract issues. ▪ Prompt resolution of City of Miramar identified issues. ▪ Use of QASP scorecards to track performance. ▪ Tie Regions Security Supervisors compensation to City of Miramar customer service excellence.	▪ Ensures City of Miramar expectations are clearly communicated to Regions. ▪ Ensures potential customer service issues are reported, and addressed. ▪ Aligns contractor management compensation with City of Miramar performance expectations.

Visitors
▪ Provide customer service training to Guard workforce.
▪ Communicate customer service expectations
▪ Incentives for customer service excellence.
▪ Deal with all visitors in a courteous/professional manner.
▪ Promptly address customer related issues.
  ○ Prompt reporting of incidents online.
  ○ Maintain Service Logs.
  ○ Prompt resolution of visitor inquiries.
	▪ Premium on “smiling and eye contact"
	▪ Guards trained to properly deal with all visitors.
	▪ Incentivizes continuous customer service excellence.
	▪ Independent verification of guard customer service performance.
	▪ Ensures prompt resolution of visitor issues whenever possible.

We understand that our guards are often the first and last uniformed persons that City of Miramar personnel and visitors come into contact with at the different locations we will serve for the city. It is this first and last impression that sets the environment for all passing through the post. Therefore, we focus guard customer service training on interactive communications skills. We train and empower our guards to resolve conflicts.

GUARD MANAGEMENT SYSTEM, ON-LINE REPORTING, AND GUARD TOUR SYSTEM

Regions Security will be supplying our On-Line Reporting Tablet with dedicated software to bring efficiency in the day to day security duties. By using our On-Line Technology tablet, Regions Security will be able to manage crucial customer data, track guests and vendors, run incident, shift and tour reports and more importantly, send reports in real-time with a dedicated Wi-Fi signal. Our main goal is to increase overall efficiency, eliminate unnecessary paperwork and save money. The devise is also used as a Guard Tour checkpoint system since it is capable of reading QR Code stations to guarantee all Officer Tours are performed on time and regularly as scheduled.

Shift Activity Reporting

Our Shift Activity Reporting Module is used by security personnel to document their activities during their shift. From enforcing the rules and regulations, to identifying an unlocked door or window, and even receiving a complaint from someone, we can easily track their activities.

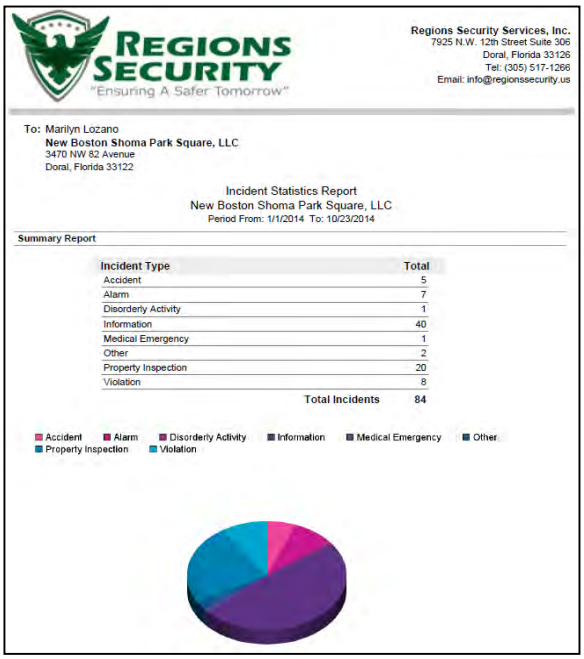
Incident Reporting

Our Incident Reporting Module is unique. It's an actual incident report with a step by step guide process. Before an Incident Report is sent it will show an Incident Report Summary allowing security personnel to verify all the information. Lastly, our security personnel will be able to upload pictures to assist in the incident documentation phase for back-up purposes and further clarification.

Administration Portal

In our Administration Portal, we can run statistical reports including pie charts that show the different types of incidents such as.

- Accident
- Alarm
- Disorderly Activity
- Information
- Medical Emergency
- Property Inspection
- Violation
- Other



REGIONS SECURITY
"Ensuring A Safer Tomorrow"

Regions Security Services, Inc.
7925 N.W. 12th Street Suite 306
Doral, Florida 33126
Tel: (305) 517-1266
Email: info@regionssecurity.us

To: Marilyn Lozano
New Boston Shoma Park Square, LLC
3470 NW 82 Avenue
Doral, Florida 33122

Incident Statistics Report
New Boston Shoma Park Square, LLC
Period From: 1/1/2014 To: 10/23/2014

Summary Report

Incident Type	Total
Accident	5
Alarm	7
Disorderly Activity	1
Information	40
Medical Emergency	1
Other	2
Property Inspection	20
Violation	8
Total Incidents	84

Accident Alarm Disorderly Activity Information Medical Emergency Other Property Inspection Violation

Efficiency is what it's all about!

INNOVATION AND TECHNOLOGY FEATURES

Easy Reporting

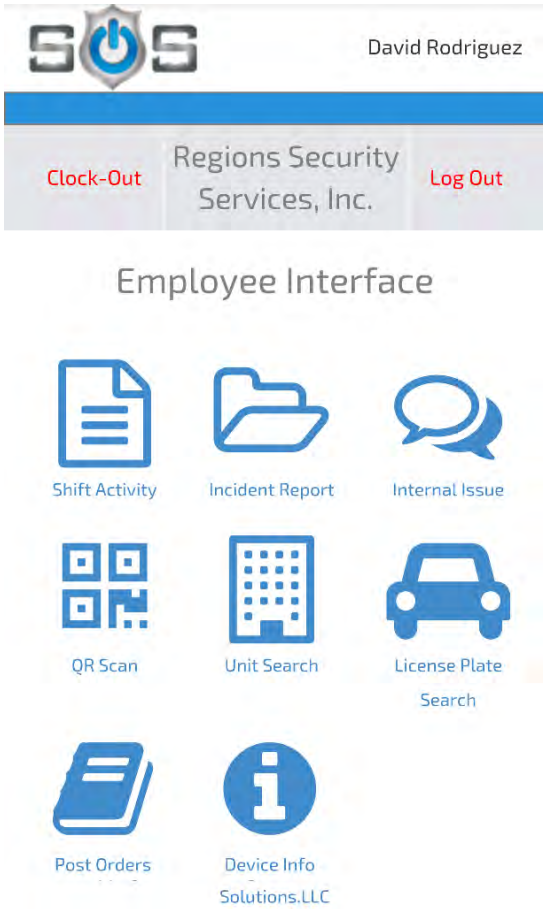
With just the touch of a few buttons, Officers are able to complete a full detailed Incident Report and Shift Activity Report. Additionally, our SOS online reporting system allows Officers to register everything that happens during their Shift, as often as necessary with full details, and SOS, will automatically notify the Site Managers and/or administrators on a daily, weekly, by-weekly or monthly basis.

User-Friendly Menu

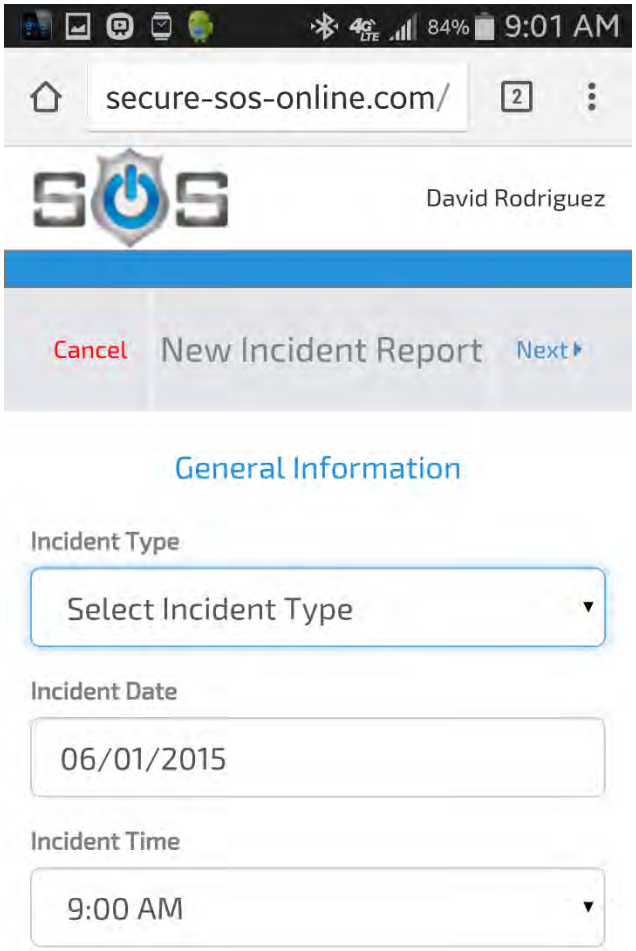
Through this complete but easy to use main menu the Officers are able to:

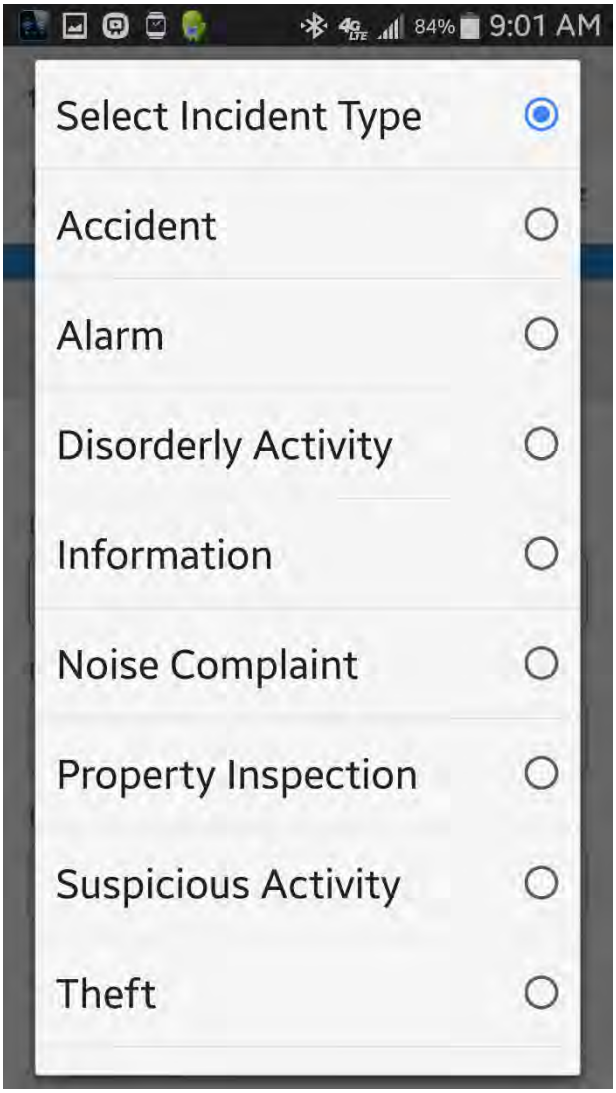
- **Log In** – Used for attendance purposes, the system monitors their shift entry time and breaks.
- **Shift Activity Reports -**No longer do you have to wait until the next day to view what activity the Officer is completing, these reports are available to Management in real time through the client portal.
- **Incident Reports –** No more confusing or hard to read hand written reports, the Officers include photos of the incidents to fully document what is happening on site.
- **Tour System** – Officers use printed QR Checkpoints to document their presence in any particular location using GPS and in real time.
- **Post Orders** – Officers have online access to Post Orders to review the approved Instructions

Actual Software Screenshot



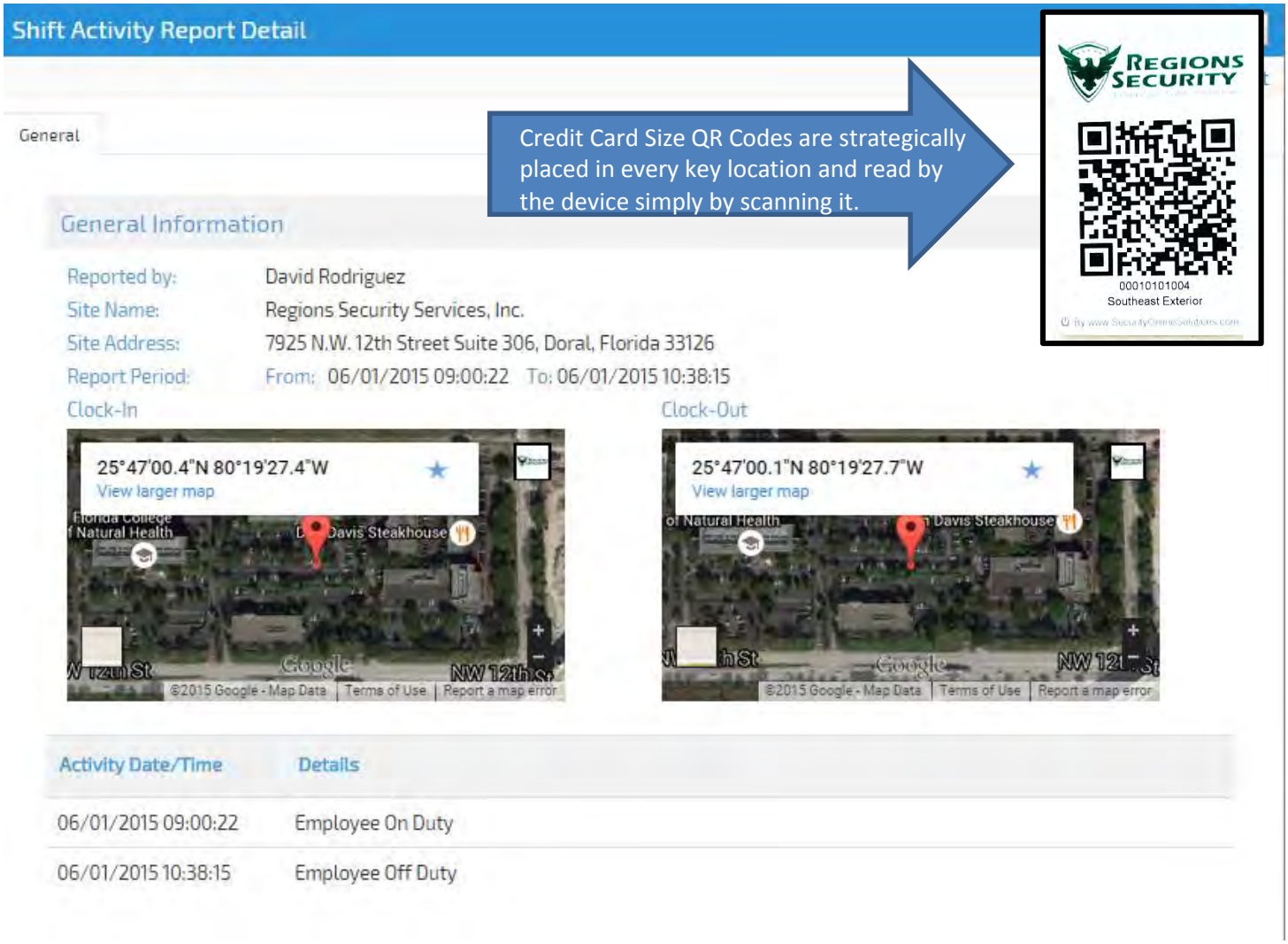
Preselected or Customized incidents according to your property needs.





Person Involved? Write his or her full information or a description if he or she is not able to provide you with any requested identification. Our Incident Reporting Module will ask for an Incident Description that must have something written such as (Who, What, Where, When, Why) in case nothing was written in the previous fields, and it will not allow Users to continue to the next section until something is actually written in this step.

Tracking System - With the Regions Online Reporting System YOU are always informed. With real GPS monitoring the actual location scanned is recorded during each tour.



The City Contract Manager can select a Date Range to see specific activity AND EXACT LOCATION during any time period.

SAMPLE INCIDENT REPORT

Regions Security Services, Inc.
7925 N.W. 12th Street Suite 306
Doral, Florida 33126
Tel: 305-517-1266
Email: info@regionssecurity.us

Incident Report

Incident Ref#:	00010064000169
Reported by:	Jose A. Gomez
Site Name:	Boca Village Corporate Center
Site Address:	4855 Technnology Way, Boca Raton, Florida 33431
Date / Time:	05/26/2015 08:15:00
Incident Type:	Alarm

Emergency Responder

N/A

Property(s) Invloved

Property Ref #1: Boca Village Corporate Center,

Vehicle(s) Invloved

N/A

Person(s) Invloved

N/A

Incident Description

Incident Ref#:	00010064000169
Reported by:	Jose A. Gomez
Site Name:	Boca Village Corporate Center
Site Address:	4855 Technnology Way, Boca Raton, Florida 33431
Date / Time:	05/26/2015 08:15:00
Incident Type:	Alarm

Incident Photos

Employee Accountability

No more uncommitted employees, if they are not busy you will know, if they are not doing their job Regions Supervisory personnel is notified and you will know as well.

VOICE OVER IP: (VOIP)

The device is fully compatible with a Voice Over IP and it's assigned a telephone number, this allows the Officers to remain in contact with key emergency personnel, residents can call him/her if they need assistance, Managers can contact the Officer for last minute instructions, and the Officers can immediately call for help to local authorities if needed.

Video Conferencing

Officers can Video Conference with Management, Operations personnel or the Supervisory team when needed to quickly resolve situations.

SCHEDULING AND OPERATIONS SOFTWARE

TEAMSoftware
employee owned

Regions Security has found the perfect balance between it's in-house proprietary software & existing accounting package AND a software solution that is industry recognized for it's superior performance in providing the ability to manage schedules, track training and compliance requirements in addition to employee & job related information, WinTeam. The modules include features such as:

Includes the Following software modules:

- Employee Master File Job Master File – Service locations - Includes Job & Labor Budgeting
- Personnel Scheduling – for scheduling officers to jobs/shifts/posts
- Post Watch – Live Scheduling
- Quality Assurance – for Job-Site Inspections, Employee Surveys, Customer Surveys
- Action Items – Track and respond to customer requests and complaints
- Compliance Tracking – to track licensure, certifications, and job/position requirements
- Equipment Tracking - uniform & equipment tracking by employee
- Timekeeping Review & Entry
- Unlimited Location Security
- eHub – Employee, Supervisor and Customer web portals
- CreaTeam – customized report writer
    - Timekeeping Exports for 3rd Party Vendor Payroll ADP, Paychex, Ceridian, QuickBooks
- DocLink – integrated document management system for WinTeam
    - Utilizes Filebound document management software (www.filebound.com)
- ADP Check Printing & Tax Filing Services

With this robust scheduling software the client is always sure to maintain control and real-time information about posts coverage, hours spent, reports of consumed hours by site and be able to match schedules to time sheets and invoicing for accuracy.

STATEMENT OF VARIATIONS / EXCEPTIONS

Regions Security Services, Inc. has hereby included in our proposal response all of the services as outlined in the Scope of Services listed in the City of Miramar RFP No. 16-12-10 for Security Guard Services.

Regions Security Services, Inc. proposes no variations or exceptions on any section of the proposal to said services or RFP.

MINORITY (M/WBE) PARTICIPATION

Regions Security is a Service-Disabled Veteran-Owned Small Business and a specialized provider of security and ancillary services. Regions is Registered in the State of Florida as a Minority, Woman & Florida Veteran Business as indicated in the provisions of the Florida Statutes 287.09451. As Such we can help the City of Miramar reach your procurement goals for placement of minority firms.

State of Florida

Minority, Women & Florida Veteran Business Certification

Regions Security Services, Inc.

Is certified under the provisions of 287 and 295.187, Florida Statutes for a period from:

11/13/2014 to 11/13/2016

DEPARTMENT OF MANAGEMENT SERVICES

Craig J. Nichols, Secretary
Florida Department of Management Services

Office of Supplier Diversity • 4050 Esplanade Way, Suite 380 • Tallahassee, FL 32399 • (850) 487-0915 • www.osd.dms.state.fl.us

SUBCONTRACTOR STATEMNT

Regions Security Services Inc. is bidding on the City of Miramar's Security Guard Services as listed and described on RFP 16-12-10 and fully intends to staff and manager in full all of the required and needed Officers and Managerial talent without the use of any Sub Contracted third party company. Therefore no information will be provided of such firms.

EVIDENCE OF INSURANCE COVERAGE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/10/2015

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

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

PRODUCER
Jack Insurance Brokers
1200 NW 78th Ave. Suite 105
Miami FL 32126

CONTACT NAME: Susan Camacho
PHONE (AC, No, Ext): (305) 418-4701 FAX (AC, No): (305) 418-4706
E-MAIL ADDRESS: scamacho@jibi.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Arch Insurance Company	
INSURER B: Progressive Commercial Auto	
INSURER C:	
INSURER D: Arch Insurance Company	
INSURER E:	
INSURER F:	

INSURED
Regions Security Services, Inc
7925 NW 12 Street Suite 206 and 109
Doral FL 33126

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability X Waiver of Subrogation GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	Y	Y	BSPKG0219404	04/16/2015	04/16/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	047092301	05/13/2015	05/13/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	2BWC00048002	09/01/2015	09/01/2016	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Errors and Omissions	Y	Y	BSPKG0219404	04/16/2015	04/16/2016	$1,000,000/$3,000,000	

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

CERTIFICATE HOLDER

Client's Copy

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Litigations / Legal Actions

Regions Security Services, Inc. does not currently have any past or open litigation as it relates to breach of contract and no litigation past or present with the City of Miramar or the Counties of Miami-Dade & Broward.

No past or present litigation history with City of Miramar relating to payments, permits, or labor disputes. As of the date of this submission, we have no open or pending cases that would impede our ability to provide services to the City of Miramar.

Performance and Payment Bond

Regions Security will comply with the requirements of a Performance and Bid Bond if so further required by the agreement with the City of Miramar.

Regions Security Services, Inc. is financially stable as demonstrated by corporate records of over 5 years of being in business. Regions Security Services is a privately-held corporation with annualized sales in the millions of dollars. Regions Security has a long standing relationship with Alter Surety Group, who specializes in Bid Bonds, Performance Bonds, Payment Bonds, Financially Responsible Office Bond, Maintenance Bonds, Subdivision/Site Development Bonds, Completion Bonds, Supply or Installation Bonds, License/Permit Bonds, Judicial/Court Bonds, Lien Transfer Bonds, Fidelity Bonds and who has issued for Regions Security protection and numerous Performance and Payment Bonds as well as Bid Bonds in the past.

CERTIFICATIONS

MIAMI-DADE COUNTY
miamidade.gov

Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

May 27, 2015

CERT NO: 14252
Approval Date: 5/27/2015 - SBE/GS
Expiration Date: 5/31/2018

Mr. Carlos Rivero, Jr.
REGIONS SECURITY SERVICES, INC.
7925 NW 12th St Suite 306
Doral, FL 33126-0000

Dear Mr. Rivero, Jr.:

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami-Dade County Goods & Services (SBE/GS) in accordance with section 2-8.1.1.1.1 of the code of Miami-Dade County.

This (SBE/GS) certification is valid for three years provided that you submit a "Continuing Eligibility Affidavit" on or before your **anniversary date** of (May 27) for the first and second year of the three year period. The affidavit must indicate any changes or no changes in your firm pertinent to your certification eligibility. The submittal of a "Continuing Eligibility Affidavit" **annually** with specific supporting documents on or before your Anniversary Date is required to maintain the three year certification. You will be notified of this responsibility in advance of the Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify the firm.

If at any time there is a material change in the firm including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliation(s) with other businesses or the physical location of the firm, you must notify this office in writing within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. **This letter will be the only approval notification issued for the duration of your firm's three years certification. If the firm attains graduation or becomes ineligible during the three year certification period, you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code.**

Your company is certified in the categories as listed below affording you the opportunity to bid and participate on contracts with Small Business Enterprise measures.

Please note that the categories listed are very general and are used only to assist our customers in searching the directory for certified firms to meet contract goals. You can find the firm's up-to-date certification profile as well as all other certified firms on the Miami-Dade County Internal Services Department, Small Business Development Certified Firms' Directory at the website http://www.miamidade.gov/business/business-certification-programs.asp.

Thank you for your interest in doing business with Miami-Dade County.

Sincerely,

Claudious Thompson, SBD Section Chief
Small Business Development Division

EVIDENCE OF YEARS IN SERVICE /
DIVISION OF CORPORATIONS CERTIFICATE OF STATUS

State of Florida
Department of State

I certify from the records of this office that REGIONS SECURITY SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on January 14, 2010, effective January 7, 2010.

The document number of this corporation is P10000004124.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 15, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifteenth day of January, 2016

Ken Detzner
Secretary of State

Tracking Number: CC4986007265

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

BROWARD HEALTH

Broward Health Medical Center
Broward Health North
Broward Health Imperial Point
Broward Health Coral Springs
Chris Evan Children's Hospital
Broward Health Weston
Broward Health Community Health Services
Broward Health Physician Group
Broward Health Foundation

Wednesday, January 21, 2015

OFFICE OF SUPPLIER DIVERSITY

Regions Security Services, Inc.
Carlos Rivero, Jr.
7925 NW 12 Street
Doral, FL 33126
crivero@RegionsSecurity.us

Dear Carlos Rivero, Jr.

Congratulations!

The Office of Supplier Diversity (OSD) has determined Regions Security Services, Inc. is eligible to participate in Broward Health's (BH) Supplier Diversity Program.

The OSD has received and validated your firm's certification documentation from one of BH's approved certification partners to document your firm as a Certified Diverse Vendor in accordance with BH's Supplier Diversity Program policy.

The following are BH's approved certification partners:

- **Broward County - Small Business Development Division**
- **Palm Beach County - Office of Small Business Assistance**
- **Miami Dade County - Office of Small Business**
- **State of Florida – Office of Supplier Diversity**
- **School Board of Broward County - Office of Supplier Diversity and Outreach**
- **National Minority Supplier Development Council (NMSDC))**
- **Women Business Enterprise National Council (WBENC)**

Your firm's eligibility status as a certified diverse vendor is valid thru 11/13/2016. You are encouraged to visit our online certified diverse vendor directory at www.browardhealth.org/diversity to view your firm's diverse vendor status information and view BH's current procurement opportunities.

During the certification period, you are required to maintain current contact information in Broward Health's VRS. Any changes in your firm's ownership, managerial, and or operational control, please notify the BH approving certification partner that certified your firm, immediately.

Thank you for your interest and participation in Broward Health's Supplier Diversity Program.

Sincerely,

LaRae P. Floyd, Manager
OFFICE OF SUPPLIER DIVERSITY

U.S. SMALL BUSINESS ADMINISTRATION
South Florida District Office
100 South Biscayne Boulevard, 7th Floor
Miami, Florida 33131-2011
Telephone (305) 536-5521 • Fax (305) 526-5058
www.sba.gov/fl/south/

Francisco A. Marrero
District Director
Gilbert Colón
Deputy District Director

April 4, 2011

Carlos Rivero, Jr, President
Regions Security Services, Inc.
7925 NW 12th Street, Suite 306
Doral, FL 33126

Dear Mr. Rivero:

This office has completed its review of your 8 (a) Business Plan received on **March 15, 2011,** and your plan has been approved. For reporting purposes your program year begins **February 15, 2011** through **February 14, 2012**. Your program term ends **February 14, 2019**.

You will be required to review this plan with your assigned Specialist annually. Prior to the end of the current program year, you will be sent an 8(a) Annual Update Request for completion. This annual update should be completed immediately and returned to this office with all supporting documents.

Your firm's approved primary North American Industrial Classification Systems (NAICS) Code is **561612 – Security Guards and Patrol Services**. The U.S. Small Business Administration approves the primary NAICS Code.

Regions Security Services, Inc. was approved for 8(a) certification on **02/15/2011**. *The ownership approved showed **Mr. Carlos Rivero Jr. as the President** of the company with **100%** stock ownership.*

All changes in the original approval for 8(a) certification must be approved through SBA prior to change. Please clarify this information or request a change of ownership reflecting the changes made in the business plan. The business plan will not be approved until further clarification.

We also encourage you to utilize all of SBA/s business counseling resources available to you including the Counselors to America's Small Business (SCORE), and the Small Business Development Centers (SBDCs).

If you have any questions, or need further assistance, please contact me by phone at **305-536-5521, ext. 119** or by email at **chung.liu@sba.gov.**

Sincerely,

Carlos Liu

Carlos Liu
Business Development Specialist
8(a) Business Development Division

OCCUPATIONAL LICENSE / LOCAL BUSINESS TAX RECEIPT

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

6664073

BUSINESS NAME/LOCATION
REGIONS SECURITY SERVICES INC
7925 NW 12 ST 306
DORAL FL 33126

RECEIPT NO.
RENEWAL
6935952

EXPIRES
SEPTEMBER 30, 2016
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
REGIONS SECURITY SERVICES INC
Employee(s) 50

SEC. TYPE OF BUSINESS
213 GUARD PATROL AGENCY
B1000008

PAYMENT RECEIVED BY TAX COLLECTOR
$225.00 08/07/2015
CREDITCARD–15–040078

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

PROPOSER INFORMATION – FLORIDA LICENSING

State of Florida, Security Agency, Class “B” License

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
ADAM H. PUTNAM
COMMISSIONER
DIVISION OF LICENSING

06/01/13	05/12/16	B 1000008
DATE ISSUED	DATE OF EXPIRATION	LICENSE NUMBER

REGIONS SECURITY SERVICES, INC.
7925 N.W. 12 STREET
SUITE 306
DORAL, FL 33126

RIVERO, CARLOS JR, PRESIDENT

THE *SECURITY AGENCY* NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES.

Fresh from Florida

ADAM H. PUTNAM
COMMISSIONER

State of Florida, Security Training Facility, Class “DS” License

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
ADAM H. PUTNAM
COMMISSIONER
DIVISION OF LICENSING

04/01/14	06/25/16	DS1000053
DATE ISSUED	DATE OF EXPIRATION	LICENSE NUMBER

REGIONS SECURITY SERVICES, INC.
7925 N.W. 12 STREET
SUITE 306
DORAL, FL 33126

THE *SECURITY OFFICER* SCHOOL OR TRAINING FACILITY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES.

ADAM H. PUTNAM
COMMISSIONER

EVIDENCE OF DEPT OF TREASURY COMPLIANCE – FORM W-9

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above
Regions Security Servvices, Inc.

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
7925 NW 12th Street

Requester's name and address (optional)

6 City, state, and ZIP code
Doral, Fl 33126

7 List account number(s) here (optional)

Part I **Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
2 7 – 2 1 6 9 9 0 8

Part II **Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** **Date ▶** 01-05-2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X Form **W-9** (Rev. 12-2014)

REGIONS SECURITY SERVICES – STATEMENT OF FINANCIAL CAPABILITY

Financial Capability

Regions Security Services, Inc. assures the City of Miramar that it has the needed financial resources and capabilities to successfully perform the services requested under the RFP No. 16-12-10 for Security Guard Services. Regions Security Services is financially responsible and further has all of the financial resources and working capital at hand needed to effectively hire, train, supervise and operate within the guidelines described in said RFP.

Regions Security Services, Inc. has a Dun & Bradstreet Supplier Risk Rating of 2, which is extremely low for our industry (1-9 Lowest being better) Excerpts from our report are included in the response package. Dun & Bradstreet # 96-197-2440

Other Factors:

- Regions Security Services Inc. has never filed for Bankruptcy
- Regions Security Services Inc. has no liens or derogatory public records
- Regions Security Services Inc. has a D&B PAYDEX of 80, a positive record of on-time payments to its employees, vendors and suppliers.

REGIONS SECURITY SERVICES IS FINANCIALLY RESPONSIBLE, CAPABLE, AND READY FOR THE ROAD AHEAD.

DUN & BRADSTREET SUPPLIER ANALYSIS REPORT

Procurement Forms & Required Attachments

PROPOSAL SUBMITTAL FORMS

FORM CHECKLIST:

1) ___ PROPOSAL COVER SHEET AND SIGNATURE FORM
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

PRICE PROPOSAL SHEET (Tab 8)

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.

b) "Cost Realism" shall mean that the costs in Proposer's Proposal: (1) are realistic for the Services to be provided; (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 (Tab 8) (CONT.)

Fees Proposed below are based on a one-year term and will be multiplied over the number of years for the total contract value. The estimated number of hours is provided based on the work schedule described in Section 3-3 and the City's current estimated use for services on an "as needed" basis. The City reserve the right to adjust the work schedule including the total hours work as deemed necessary.

Estimated Total Annual # of Hours to be worked (including MCCA, WWRF, Multi-Service Complex and 1,000 additional hours to be used as needed)	Propose Hourly Rate (Billing Rate)	Proposed Total (Total Estimated # of Hours to be worked X Proposed Hourly Rate)
14,550	12.71	184,930.50

TOTAL FEE PROPOSED: (AMOUNT SHOWN ABOVE)

ne hundred EIGHTY FOUR THOUSAND NINE hundred THIRTY . 50

(*Write Figures)*

184,930.50

(*Written Amount)*

TOTAL PROPOSED FEE FOR TOTAL ESTIMATED # OF HOURS TO BE WORKED X PROPOSED HOURLY RATE SHALL BE SHOWN ABOVE IN BOTH FIGURES AND WORDS. IN CASE OF DESCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN.

PRICE PROPOSAL SHEET (Tab 8) (CONT.)

Please provide the following information:

1) What will be the actual hourly rate of pay to the guard? $ 9.00 to 9.50

2) At what rate will the City be billed for Overtime, if needed? $ 19.06

3) What will be the actual hourly rate of pay to the guard for Overtime worked? $ 13.50 TO 14.25

PLEASE PROVIDE A PROPOSED HOURLY RATE FOR A ROVING SECURITY GUARD (VEHICLE INCLUDED) FOR USE ON AS "AS NEEDED" OR "IF NEEDED" BASIS.

BILLING RATE $ 16.46 PER HOUR

Taxpayer Identification Number (TIN)_____

PROPOSER: REGIONS SECURITY SERVICES INC.
(Company Name)

(Signature)

DAVID RODRIGUEZ
ADM MANAGER
(Printed Name and Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR RESPONSE "NON-RESPONSIVE"

ADDENDA ACKNOWLEDGEMENT FORM (Tab 10a)

Addendum #	Date Received
1	1-13-2016

PROPOSER: REGIONS SECURITY SERVICES
(Company Name)

(Signature)

DAVID RODRIGUEZ -
(Printed Name and Title)
AREA MANAGER

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

PROPOSER INFORMATION FORM (Tab 10b)

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?

6 years

(2) State of Florida occupational license type and number: P100004124

(3) County (state county) Business Tax Receipt type and number: 6935952

(4) City of Miramar Business Tax Receipt type and number: N/A

(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 and or commodities for similar (government) organizations:

REGIONS HAS SERVED FOR SEVERAL YEARS AT THE CITY OF HOLLYWOOD, CITY OF NORTH MIAMI BEACH, U.S. DEPARTMENT OF AGRICULTURE AS ARMED & UNARMED SERVICE AND TODAY HAS OVER 80 LOCATIONS CONTRACTED ALL OVER SOUTH FLORIDA

(6) Have you ever had a contract terminated (either as a prime contractor or subcontractor) for failure to comply, breach, or default?

_____ yes X no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

PROPOSER INFORMATION FORM (CONTINUED)

(7) Please list five Government contract references

(A) Agency Name: City of Hollywood
Ralph Dierks, Procurement Manager
Address: 2600 Hollywood Blvd., Hollywood, FL 33022
Phone: (954) 921-3223
Email: rdierks@hollywoodfl.org

(B) Agency Name: City of North Miami Beach
Laurie Williams, Procurement Manager
Address: 17011 N.E. 19th Ave., North Miami Beach, FL 33162
Phone: (305) 354-4461
Email: Laurie.Williams@citynmb.com

(C) Agency Name: City of Hollywood - Office of Parking & Intergovernmental Affairs
Ben Schneider, Parking Superintendent
Address: 2600 Hollywood Blvd., Hollywood, Florida 33022-9045
Phone: (954) 921-3535
Email: bschneider@hollywoodfl.org
Description: Armed & Unarmed Gate Access & Roving Security Guard Services

(D) Agency Name: United States Department of Agriculture
Corinne Nygren, Procurement Manager:
Address: 5600 NW 36 Street, Miami, FL 33126
Phone: (612) 336-3235
Email: Corinne.m.nygren@aphis.usda.gov

(E) Agency Name: City of Hollywood – Water Treatment Plant
Taylor Calhoun, Water Plant Manager
3441 Hollywood Blvd, Hollywood, FL 33022-9045
Office: 954-967-4230
E-mail: TCALHOUN@hollywoodfl.org

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (Tab 10c)

Please list all Subcontractors and suppliers to be used in connection with performance of the Contract (use additional pages, if necessary). The City strongly encourages the participation of Local Businesses and/or CBE or SME Firms. Please specify the category for each Subcontractor or supplier.

Company Name: NO SUB SUPPLIERS WILL BE USED.

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (CONTINUED) (Tab 10c)

Company Name: NO SUBS
WILL BE USED

Address:

City, State, & Zip Code:

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name:

Address:

City, State, & Zip Code:

Local Business _____ CBE Firm _____ SBE Firm _____

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

DRUG-FREE WORKPLACE AFFIDAVIT (Tab 10d)

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs.

Section 287.087 of the Florida Statutes provides:

287.087 Preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that 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, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining 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.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the 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 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Vendor's Signature

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

ANTI-KICKBACK AFFIDAVIT (Tab 10e)

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 REGIONS SECURITY or its 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: DAVID RODRIGUEZ

Title: AREA MANAGER

Sworn and subscribed before this

14th day of January, 2016.

Notary Public
State of Florida at Large

Notary Public State of Florida
Alejandro Gonzalez
My Commission EE 843189
Expires 10/14/2016

My commission expires: 10/14/2016

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

NON-COLLUSIVE AFFIDAVIT (Tab 10f)

State of FLORIDA)
) ss:
County of BROWARD)

I, DAVID RODRIGUEZ, the undersigned authority, being first duly sworn, deposes and says that:

a) He/she is the (Owner, Partner, Officer, Representative or Agent) of REGIONS SECURITY, 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 Services for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Service; 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 Services;

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.

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10f)

Signed, sealed and delivered
in the presence of:

Witness

Witness

By:

DAVID RODRIGUEZ
(Printed Name)

AREA MANAGER
(Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10f)

ACKNOWLEDGMENT

State of FLORIDA)

) ss:

County of BROWARD)

BEFORE ME, the undersigned authority, personally appeared DAVID RODRIGUEZ, 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 he/she executed said Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this 14th day of January, 2016.

Notary Public
State of Florida at Large

Notary Public State of Florida
Alejandro Gonzalez
My Commission EE 843189
Expires 10/14/2016

My commission expires: 10/14/2016

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

NON-DISCRIMINATION AFFIDAVIT (Tab 10g)

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: DAVID RODRIGUEZ

Title: AREA MANAGER

Sworn and subscribed before this

14TH day of January, 2016.

Notary Public
State of Florida at Large

Notary Public State of Florida
Alejandro Gonzalez
My Commission EE 843189
Expires 10/14/2016

My commission expires: 10/14/2016

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

BUSINESS/VENDOR PROFILE SURVEY (Tab 10h)

Name of Business: REGIONS SECURITY SERVICES INC

Address: 7925 NW 12 ST STE 306
DORAL, FL 33126

Phone No.: 305-801-2340

Contact Person (Regarding This Form): DAVID RODRIGUEZ

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, <u>and</u> certified by the Broward County Office of Economic Development and Small Business Development.
  Business is claiming the CBE/SBE Preference; YES X **NO** _____

  <u>Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.</u>

  Business is claiming local Business Preference YES _____ **NO** X
  (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. **<u>Proof of Miramar residents employed will be required prior to AWARD.</u>**
- ☐ 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 PROPOSAL "NON-RESPONSIVE"

Exceptions and Deviations Form (Tab 10i)

Contract Terms and Conditions Exception

Proposers must identify clause by number and name and specify Exception. **Exceptions must be fully explained using a chart in the form of the chart set forth 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.

CLAUSE NUMBER	CLAUSE TITLE	EXCEPTION

Proposer's Signature

FAILURE TO SUBMIT ALL INFORMATION RESPONSIVE TO THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

6.
CONSENT AGENDA
April 6, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: April 6, 2016

Second Reading Date: N/A

Presenter's Name and Title: Barbara Hastings, on behalf of Finance Department and Randy Cross on behalf of Procurement Department.

Temp Reso Number: 6002

Item Description: Temp. Reso. No. 6002, APPROVING THE AWARD OF REQUEST FOR PROPOSALS NO. 15-07-44 TO PUBLIC FINANCIAL MANAGEMENT, INC., FOR THE PROVISION OF MUNICIPAL ADVISORY SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE PROVIDER FOR AN INITIAL TERM OF FIVE YEARS WITH THE OPTION TO RENEW FOR TWO ADDITIONAL TWO-YEAR TERMS. (Assistant Finance Director Barbara Hastings and Procurement Director Randy Cross)

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

Summary Explanation and Background: The City uses the service of a Municipal Advisor to provide independent financial advice and consultancy in related matters. The Municipal Advisor will provide services such as assisting the City in the implementation of financing for capital inprovement projects, conducting of business transactions with financial institutions, providing updates and advice regarding market trends and conditions, available financial products and credit ananlysis.

The City's current Provider for Municipal Advisory Services, Fidelity Financial Services LC, has been providng servies to the City since 1992. It was determined that due to the length of term of the existing agreement, that a new procurement process should be conducted to solicit for these services.

On August 17, 2015, the City released Request for Proposals ("RFP") No. 15-07-44 to solicit qualified firms to provide Municipal Advisory Services. The RFP closed on October 20, 2015 with a total of three Proposals from Dunlap & Associates, Inc., Public Financial Management, Inc. and First Southwest Company. LLC. A Selection Committee comprised of city staff from the City Manager's Office, Finance, Police and Fire Departments met on November 30, 2015 and December 14, 2015 to review and score the Proposals in accordance with the Florida Sunshine Law. The Selection Committee voted to shortlist all three firms and requested oral presentations in accordance with the RFP.

On January 4, 2016, oral presentations were conducted, which resulted in Public Financial Management, Inc. being ranked as the highest rated responsive, responsible Proposer.

Approval of this resolution will result in the excution of an agreement with Public Financial Management, Inc. to provide Municipal Advisory Services to the City for an initial term of five years with the option to renew for two additional two-year terms.

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: The Municipal Advisor's fee is a sliding rate dependent upon the type and total value of the transaction. The minimal fee is $15,000 and the maximum fee is $75,000.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 6002**
  - **Exhibit A: Proposed Agreement with Public Financial Management, Inc.**
- **Attachment(s)**
  - **Attachment 1: Request for Proposals No. 15-07-44**
  - **Attachment 2: Public Financial Management, Inc. Proposal**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Barbara Hastings, Assistant Finance Director
Randy Cross, Procurement Director

DATE: March 1, 2016

RE: Temp. Reso. No. 6002, approving the award of Request for Proposals No., 15-07-44 to Public Financial Management Inc., for the provision of municipal advisory services

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RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 6002, approving the award of Request for Proposals ("RFP") No. 15-07-44 and resulting agreement to Public Financial Management, Inc. ("PFM"), for the provision of municipal advisory services for an initial term of five years with the option to renew for two additional two-year terms.

ISSUE: Pursuant to City Code Section 2-412(a)(1), approval of the City Commission is required for purchase or contract for services in excess of $50,000 from the same vendor in a single fiscal year.

BACKGROUND: The City uses the service of a Municipal Advisor to provide independent financial advice and consultancy on related matters. The Municipal Advisor will provide services such as:

- Assisting the City with the implementation of financing capital improvement projects;
- Conducting business transactions with financial institutions; and
- Providing updates and advice regarding market trends and conditions, available financial products and credit analysis.

The City's current provider of municipal advisory services, Fidelity Financial Services LC, has been providing services to the City since 1992. It was

determined that due to the length of the term of the existing agreement, a new procurement process should be conducted to solicit for these services.

On August 17, 2015, the City released RFP No. 15-07-44 to solicit qualified firms to provide municipal advisory services. The RFP closed on October 20, 2015 with a total of three Proposals from Dunlap & Associates, Inc., PFM and First Southwest Company, LLC.

A Selection Committee comprised of city staff from the City Manager's Office, Finance, Police and Fire Departments met on November 30, 2015 and December 14, 2015 to review and score the responses in accordance with the Florida Sunshine Law. The Selection Committee voted to shortlist all three firms and requested oral presentations in accordance with the RFP.

On January 4, 2016, oral presentations were conducted, which resulted in PFM being ranked as the highest rated responsive, responsible Proposer.

Approval of this resolution will result in the execution of an agreement with PFM to provide Municipal Advisory Services to the City for an initial term of five years with the option to renew for two additional two-year terms. No points were awarded in this RFP process for local business preference or SBE/CBE preference. PFM enlisted Fidelity Financial Services, L.C., the City's current provider, as a subcontractor.

Based on the upcoming financial projects that will require municipal advisory services, the total value of the contract is estimated to exceed $50,000. Fees were negotiated with PFM to provide a cost more advantageous to the City based on these upcoming needs. The Municipal Advisor's fee is approximately .50 percent to 1.0 percent of the par value/loan amount, payable at the time of closing. The fee is a sliding rate dependent upon the type and total value of the transaction. The minimum fee is $15,000 and the maximum fee is $75,000.

Temp. Reso. No. 6002
3/1/16
3/25/16

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. 15-07-44 TO PUBLIC FINANCIAL MANAGEMENT, INC., FOR THE PROVISION OF MUNICIPAL ADVISORY SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE PROVIDER FOR AN INITIAL TERM OF FIVE YEARS WITH THE OPTION TO RENEW FOR TWO ADDITIONAL TWO-YEAR TERMS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City uses the service of a Municipal Advisor to provide independent financial advice and consultancy on related matters such as assisting the City with the implementation of financing of capital improvement projects, conducting business transactions with financial institutions, providing updates and advice regarding market trends and conditions and credit analysis; and

WHEREAS, Fidelity Financial Services, LC, the City's current provider of municipal advisory services, has been providing such services since 1992; and

WHEREAS, City staff determined that due to the length of the term of the existing agreement with Fidelity Financial Services, LC, a new procurement process should be conducted to solicit for these services; and

WHEREAS, on August 17, 2015, the City released Request for Proposals ("RFP") No. 15-07-44 to solicit qualified firms to provide municipal advisory services; and

WHEREAS, the RFP closed on October 20, 2015 with a total of three responses from Dunlap & Associates, Inc. Public Financial Management, Inc. ("PFM") and First Southwest Company, LLC ("Proposers"); and

WHEREAS, a selection committee comprised of City Staff from the City Manager's Office, Finance, Police and Fire Departments met on November 30, 2015 and December 14, 2015 to review and score the responses in accordance with the Florida Sunshine Law; and

WHEREAS, the Selection Committee voted to shortlist all three Proposers and request oral presentations, in accordance with the RFP; and

WHEREAS, oral presentations were conducted on January 4, 2016; and

WHEREAS, the Selection Committee conducted final ranking after the oral presentations which resulted in PFM as the highest rated responsive, responsible proposer; and

WHEREAS, pursuant to City Code Section 2-412(a)(1), approval of the City Commission is required for the purchase or contract for goods or services in excess of $50,000 from the same vendor in a single fiscal year; and

WHEREAS, based on the upcoming financial projects that will require the services of the Municipal Advisor, the total value of the agreement is estimated to be in an excess of $50,000; and

WHEREAS, the Municipal Advisor's fee is approximately .50 to 1.0 percent of the par value/loan amount, payable at the time of closing, which is a sliding rate dependent upon the type and total value of the transaction; and

WHEREAS, the City Manager recommends approval of the award of RFP No. 15-07-44 for municipal advisory services to and authorization to execute an agreement with PFM for an initial term of five years with the option to renew for two additional two-year terms to be paid at the negotiated fees; and

WHEREAS, the City Commission deems it in the best interest of the citizens and residents of the City of Miramar to approve the award of RFP No. 15-07-44 for municipal advisory services to and authorize the City Manager to execute an appropriate agreement with PFM for an initial term of five years with the option to renew for two additional two-year terms to be paid at the negotiated fees.

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

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

Section 2: That it approves the award of RFP No. 15-07-44 for municipal advisory services to PFM for an initial term of five years with the option to renew for two additional two-year terms.

Section 3: That it authorizes the City Manager to execute an agreement with

PFM in the form attached hereto as Exhibit "A", together with any non-substantive changes deemed appropriate 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"

AGREEMENT

BETWEEN

THE CITY OF MIRAMAR

AND

PUBLIC FINANCIAL MANAGEMENT, INC.

FOR MUNICIPAL ADVISORY 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 the "City"), and Public Financial Management, Inc, a Florida corporation or individual with principal business address located at 300 South Orange Avenue, Suite 1170, Orlando, Florida 32801 (hereinafter referred to as "Contractor").

WHEREAS, on August 17, 2015, the City issued Request for Proposals No. 15-07-44 ("RFP") for "Municipal Advisory Services" (the "Services"); and

WHEREAS, the Contractor was determined by an Evaluation Committee to be the highest evaluation scoring, responsive and responsible Proposer, and whose Proposal was most advantageous to the City; and

WHEREAS, on _____, 2016, the City Commission approved the award of the RFP to Contractor and authorized negotiation and execution of an appropriate Agreement between Contractor and the City for the provision of the Services, for an initial term of five year(s) with two optional two-year renewal periods.

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

SECTION 1
RECITALS

The above recitals are true and correct and are incorporated and made a part of this Agreement.

SECTION 2
SCOPE OF SERVICES

2.1. This Agreement is subject to and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions and requirements set forth and described in the RFP, the Contractor's Proposal submitted in response thereto 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 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.

2.2. Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each.

SECTION 3
COMPENSATION

1.1. City agrees to pay Contractor fees for services attached hereto as Exhibit "A".

1.2. Contractor shall submit periodic invoices for the Goods and Services provided to:

City of Miramar
ATTN: Accounts Payable
2300 Civic Center Place
Miramar, FL 33025

The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

1.3. Contractor shall not perform or begin any Work under this Agreement without prior written authorization from the City, as well as an approved purchase order authorizing Services. The failure of Contractor to obtain a purchase order for Work

required under this Agreement constitutes a failure to adhere to the terms of this Agreement, and authorization for payment for such unauthorized Work shall be denied.

1.4. Services shall be provided to the City in strict accordance with the Scope of Work set forth and described in the RFP. If the Services provided by Contractor do not meet the applicable Scope of Services, Contractor will not receive payment for such nonconforming Services and shall pay the City all fees and/or costs associated with obtaining satisfactory Services.

1.5. All requests/estimates/quotations for Services not covered under this Agreement shall be submitted in writing prior to any Work being undertaken or approved. The estimate must include a detailed list of the Work to be completed, listed item by item, and location where Work is to be performed. Estimates/quotations are to be submitted electronically, if desired, to the City to secure purchase order approval prior to the Work being performed.

SECTION 4
TERM OF AGREEMENT

4.1 The term of this Agreement shall commence on _____, 2016, and shall continue, unless otherwise terminated by the City as provided herein, for five years from that date.

4.2 The City shall have the option, in its sole discretion, of renewing this Agreement for up to two additional two-year terms, subject to mutual agreement as to the price for each option period, which shall be negotiated at least 30 days prior to the end of the term in effect.

4.3 The City's Chief Procurement Officer may authorize up to a 90 day extension of this Agreement in accordance with its terms and conditions, and the City Manager or her designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

4.4 This Agreement shall be subject to the annual appropriation of funding by the City during its budget process, the failure of which, in the City's sole discretion, may serve as a basis for termination of this Agreement pursuant to Section 8 below, or nonrenewal of this Agreement.

SECTION 5
TERMINATION OF AGREEMENT

5.1 **Termination for convenience.** The City may terminate this Agreement for convenience by giving Contractor 30 calendar days' written notice. In the event of such termination, Contractor shall be entitled to receive compensation for any Work completed pursuant to this Agreement and to the satisfaction of the City, up through the date of termination. Under no circumstances shall the City make payment for Work nor shall Contractor invoice the City for Services not yet performed.

5.2 **Termination for cause.** This Agreement may be terminated by either party upon five calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the City, Contractor shall indemnify the City against losses pertaining to this termination. In the event that this Contract is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 5.1 of this Agreement, and the provisions of Section 5.1 shall apply.

5.3 **Return of City equipment.** Upon termination of this Agreement, Contractor shall return all City equipment to the City.

5.4 **Survival.** The termination of this Agreement under Section 5.1 or 5.2 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 6
INDEPENDENT CONTRACTOR

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be provided by employees of Contractor subject to supervision by Contractor, and not as officers, employees or agents of the 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 7
INDEMNIFICATION

7.1 Contractor shall indemnify, defend and hold harmless the 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.

7.2 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 8
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 9
INSURANCE

9.1 **INSURANCE -** For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Proposer shall maintain commercial general, automobile (where applicable), workers compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.

9.11 **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.

9.12 **Required Insurance Endorsements**

9.12.1 The City requires the following insurance endorsements:

1. ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Work or operations performed by or on behalf of the Contractor.

2. WAIVERS OF SUBROGATION - Proposer agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:

a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Proposer or the Proposer's employees, agents or Subcontractors; and

b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Proposer.

This waiver shall apply to all first party property, equipment, vehicle and workers compensation claims, and all third party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Proposer agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Proposer further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Proposer's failure to obtain such waivers of subrogation from Proposer's insurers.

This Agreement shall not be deemed approved until the Proposer 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 with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Proposer's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

9.12.2 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. The Proposer's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Proposer shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

9.12.3 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 10
MISCELLANEOUS

10.1 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.

10.2 Precautions shall be exercised at all times for the protection of persons and property. Contractor and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by Contractor responsible for the same.

10.3 Contractor understands and agrees that any information, document, report or any other material whatsoever which is given to Contractor by the City, or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Agreement, is and shall at all times remain the property of the City. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever

without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

10.4 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right, at its discretion, to terminate the Agreement without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.5 Contractor 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 Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

SECTION 11
AUDIT AND INSPECTION RIGHTS

11.1 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.

11.2 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 12
AGREEMENT, AMENDMENTS AND ASSIGNMENT

12.1 This Agreement constitutes the entire agreement between Contractor and the 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 or incorporated into this Agreement are of no force and effect.

12.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.

12.3 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 13
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 14
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) 602-3115
Facsimile: (954) 602-XXXX

With A Copy to: Jamie A. 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 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 and Subcontractors understand that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes and U.S. Treasury Department guidelines, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. 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. The Subcontractors will be provided a copy of this Agreement to facilitate compliance with state and federal guidelines.

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 or Subcontractor, 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, EXCEPT for records that are necessary meet the U.S. Treasury Department record retention guidelines for tax exempt borrowing and the Post Issuance Compliance Policy of the City. 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 _____, 2016.

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: _____

EXHIBIT "A"

REVISED- NEGOTIATED
PRICE PROPOSAL SHEET (Tab 10) (CONT.)

1) Transactional Fee Schedule for successfully closed transactions:

FEE PROPOSAL PER $1,000 UPON SUCCESSFUL CLOSING-REVENUE BOND, SPECIAL OBLIGATION BOND, GENERAL OBLIGATION BOND - (TAX EXEMPT -NEW MONEY)			
Par Value Range of Bond Issued			Fee per **$1,000**
$0	$5,000,000		0.90
$5,000,001	$15,000,000		0.90
$15,000,001	$25,000,000		0.70
$25,000,00'1	$50,000,000		0.65
Over $50,000,001			0.50

Maximum fee for a successful closing of bonded debt: $75,000 (If your firm does not offer a capped maximum fee, then respond "No maximum, refer to fees in the chart.").

Minimum Fee for a successful closing of a bonded debt: $17,500 (If your firm does not require a minimum fee, then respond "No Minimum, refer to fees in the chart".).

Please indicate where the fee will be fixed for the term of the Agreement and when it will or may increase. Provide the indicator rate of increase or the index that will be used in any increase. Please provide the current rate of any index or indicator that will be used to determine the increase. If no increase is mentioned, then the fee will be fixed for the term of the Agreement, including any optional renewal periods.

Per your method of calculation and the rate quoted, specify your expected fee on:

(a) A $40 Million transaction **$30,250**
(b) A $125 Million transaction **$74,250**

TOTAL TAX EXEMPT - NEW $104,500
[a) A $40 million transaction + b) A $125 million transaction]

2) Transactional Fee Schedule for successfully closed transactions:

FEE PROPOSAL PER $1,000 UPON SUCCESSFUL CLOSING-REVENUE BOND, SPECIAL OBLIGATION, GENERAL OBLIGATION BOND (TAX EXEMPT -REFUNDING)			
Par Value Range of Bond Issued			Fee per **$1,000**
$0	$5,000,000		0.90
$5,000,001	$15,000,000		0.90
$15,000,001	$25,000,000		0.70
$25,000,00'1	$50,000,000		0.65
Over $50,000,001			0.50

Maximum fee for a successful closing of bonded debt: $75,000 (If your firm does not offer a capped maximum fee, then respond "No maximum, refer to fees in the chart.").

Minimum Fee for a successful closing of a bonded debt: $17,500 (If your firm does not require a minimum fee, then respond “No Minimum, refer to fees in the chart”.0.

Please indicate where the fee will be fixed for the term of the Agreement and when it will or may increase. Provide the indicator rate of increase or the index that will be used in any increase. Please provide the current rate of any index or indicator that will be used to determine the increase. If no increase is mentioned, then the fee will be fixed for the term of the Agreement, including any optional renewal periods.

Per your method of calculation and the rate quoted, specify your expected fee on:

(c) A $40 Million transaction **$30,250**
(d) A $125 Million transaction **$74,250**

TOTAL TAX EXEMPT REFUNDING $104,500
[c) A $40 Million transaction + d) A $125 Million Transaction]

3) Transactional Fee Schedule for successfully closed transactions:

FEE PROPOSAL PER $1,000 UPON SUCCESSFUL CLOSING- BANK LOANS/LINE OF CREDIT/LEASE PURCHASE FINANCING (TAX EXEMPT)			
Par Value Range of Bond Issued			Fee per **$1,000**
$0	$5,000,000		0.90
$5,000,001	$15,000,000		0.90
$15,000,001	$25,000,000		0.70
$25,000,00'1	$50,000,000		0.65
Over $50,000,001			0.50

Maximum fee for a successful closing of financed debt: $45,000 (If your firm does not offer a capped maximum fee, then respond "No maximum, refer to fees in the chart.").

Minimum Fee for a successful closing of a financed debt: $15,000 (If your firm does not require a minimum fee, then respond “No Minimum, refer to fees in the chart”.).

Per your method of calculation and the rate quoted, specify your expected fee on:

(e) A $3 Million transaction **$15,000**
(f) A $10 Million transaction **$15,000**

TOTAL – BANK LOANS etc. $30,000
[e) A $3 Million transaction + f) A $10 Million transaction]

4) Transactional Fee Schedule for successfully closed transactions:

FEE PROPOSAL PER $1,000 UPON SUCCESSFUL CLOSING-TAXABLE FINANCING			
Par Value Range of Bond Issued			Fee per **$1,000**
$0	$5,000,000		0.90
$5,000,001	$15,000,000		0.80
$15,000,001	$25,000,000		0.60
$25,000,00'1	$50,000,000		0.40
Over $50,000,001			0.40

Maximum fee for a successful closing of bonded debt: $45,000 (If your firm does not offer a capped maximum fee, then respond "No maximum, refer to fees in the chart.").

Minimum Fee for a successful closing of a bonded debt: $15,000 (If your firm does not require a minimum fee, then respond “No Minimum, refer to fees in the chart”.).

Please indicate where the fee will be fixed for the term of the Agreement and when it will or may increase. Provide the indicator rate of increase or the index that will be used in any increase. Please provide the current rate of any index or indicator that will be used to determine the increase. If no increase is mentioned, then the fee will be fixed for the term of the Agreement, including any optional renewal periods..

Per your method of calculation and your rate quoted, specify your expected fee on:

(g) A $40 Million transaction **$24,500**
(h) A $125 Million transaction **$45,000**

TOTAL – TAXABLE FINANCING $69,500
[g) A $40 Million transaction + h) A $125 Million transaction]

5) Please indicate your additional charges for out of pocket expenses, or fees not included in the four transactional fee schedules categories (transactions with successful close) shown above.

Out of Pocket Expenses related to a transaction with a successful close Not-to-exceed or flat fee per Issue :

$2000 X 2 (issues) = **$4,000**

If your firm does not offer a capped maximum fee or a not to exceed fee, then respond "No maximum, refer to fees in the chart.").

TOTAL PROPOSED: (Items 1 through 5)

$312,500

(*Write Figures)*

TOTAL PROPOSED: (Items 1 through 5)

Three hundred twelve thousand and five hundred dollars

(*Written Amount)*

TOTAL AMOUNT FOR SECTION 1 THROUGH 5 OF THE PRICE PROPOSAL SHEET SHALL BE SHOWN ABOVE IN BOTH FIGURES AND WORDS. IN CASE OF DESCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN.

Indicate your rates for general advisory services not covered under the Transactional Fees Schedule quoted above

Prices shown below will not be used toward the award of this RFP

HOURLY FEE PROPOSAL TABLE

Generic Classifications	Actual Corresponding Title in Proposers Firm	Hourly Fee
Senior or Managing Partner	Managing Director	$195.00
Principal or Partner	Managing Director	$195.00
Senior Associate or VP	Director	$190.00
Associate of VP	Senior Managing Consultant	$190.00
Analyst	Senior Analyst/Analyst	$175.00
Office Assistant/Clerical	Associate	$0.00

In addition, for simplicity, your firm may propose a blended hourly rate for all Work performed on an hourly basis (although the City may elect to use individual itemized rate structure proposed above):

Blended Hourly Rate: $ **190.00** per hour.

Out of Pocket Expenses related to general advisory services and unrelated a transaction

Not–to-exceed or flat fee per Issue : **$2,000**

If your firm does not offer a capped maximum fee or a not-to-exceed fee, then respond "No maximum, refer to fees in the chart.").

Taxpayer Identification Number (TIN) **23-1992164**

PROPOSER: **Public Financial Management, Inc.**
(Company Name)

_____
(Signature)

_____

James Glover, Managing Director
(Printed Name and Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR RESPONSE "NON-RESPONSIVE"

ATTACHMENT 1

REQUEST FOR PROPOSALS

MUNICIPAL ADVISORY SERVICES

RFP No. 15-07-44

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

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, August 17, 2015

CLOSING DATE: Tuesday, September 22, 2015
AT 2:00 P.M. EST

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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:

TUESDAY, SEPTEMBER 22, 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 Section 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 proposals, 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 Department
City of Miramar
2300 Civic Center Place
Miramar, FL33025
Natalie Richmond
Procurement Analyst
Phone: (954) 602-3196
Fax: (954) 602-4357
narichmond@miramarfl.gov

OR

Luz Bartra
Procurement Specialist
Phone: (954) 602-3065
Fax: (954) 602-3631
lmbartra@miramarfl.gov

1-6

PRE-PROPOSAL CONFERENCE

No pre-Proposal conference will be held**. Please submit all questions in writing by THURSDAY, SEPTEMBER 3, 2015 to the contact persons listed above.**

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 in 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 A CONTRACT BETWEEN A PROVIDER AND THE CITY OF MIRAMAR FOR MUNICIPAL ADVISORY SERVICES.

The purpose of this Solicitation is to establish a Contract for the Services specified herein from an entity that will provide prompt and professional Service. Specifically, the purpose is to select a Provider to perform Municipal Advisory Services according to the attached Scope of Work.

The City is requesting Proposals from experienced individual(s), group(s), or company(ies), hereinafter referred to as the "Proposer", to provide the Services for the City.

2-2
SOLICITATION TIMETABLE

The anticipated schedule* for this Solicitation and the award of the Contract shall be as follows:

Milestone	**Timeframe**
RFP Issuance	Monday, August 17, 2015
Deadline for Clarification Questions	Thursday, September 3, 2015
Proposals Due to City	**Tuesday, September 22, 2015 at 2:00 PM EST**
Final Ranking of Proposers	TBA
Contract Negotiations	TBA
Award of RFP and Contract by City Commission	TBA

***Dates in this schedule occurring after the Proposal Due Date and Time may be amended by the City in its sole discretion, and no rights shall inure to any Proposer due to such amendment. Proposers may not rely on dates after the Due Date and Time until confirmed by the City.**

2-3
TERM OF CONTRACT

The term of the Contract resulting from this Solicitation shall be for a period of five years 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 the option to renew for two two-year terms, 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 his/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(s) shall submit fully documented invoices within 30 calendar days after 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 Service(s) 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** below.

2-7
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS AND REGULATORY OVERSIGHT FOR INDEPENDENCE

The Successful Proposer understands that agreements between private entities and local governments are subject to certain laws and regulations, including, by example but not limitation, laws pertaining to public records, conflict of interest, record keeping, and other applicable laws. Successful Proposer agrees to comply with and observe all applicable laws, the guidelines of the Municipal Securities Rulemaking Board ("MSRB"), the Securities and Exchange Commission ("SEC"), codes and ordinances as they may be amended from time to time.

The Municipal Advisor will be precluded by the terms of the Agreement from participating, either directly or indirectly, as an underwriter in the sale of any bonds for which they have acted in the capacity as Municipal Advisor.

The firm will agree not to bid or participate in a syndicate which may bid on any negotiated or competitive debt issued by the City during the term of the Agreement. The firm will be restricted from participating in the negotiated issues for a period of one year in the event of resignation by the firm.

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
POINT OF CONTACT

For any additional information regarding the Scope of Work and requirements of this Solicitation, contact the Procurement Office at:

Procurement Department
City of Miramar
2300 Civic Center Place
Miramar, FL 33025
Natalie Richmond
Procurement Analyst
Phone: (954) 602-3196
Fax: (954) 602-4573
narichmond@ci.miramar.fl.us

OR

Luz Bartra
Procurement Specialist
Phone: (954) 602-3065
Fax: (954) 602-3631
lmbartra@ci.miramar.fl.us

SECTION 3
STATEMENT OF WORK AND SPECIAL REQUIREMENTS; PROPOSAL EVALUATION AND CRITERIA; CONTENT OF PROPOSAL

3-1

PURPOSE AND INTENT OF REQUEST FOR PROPOSALS ("RFP")

The City of Miramar is seeking Proposals from well-qualified vendors to provide Independent Municipal Advisory Services and consultancy in related matters, as necessary. The City intends to establish an agreement for the Services of an independent Municipal Advisor to serve as a Consultant and advisor in the implementation of financing for capital improvement projects and in the conduct of business transactions with financial institutions

3-2
PROJECT BACKGROUND

Fidelity Financial Services LC (Managing Director Frank Hall) is the City's current Provider and has been providing Municipal Advisory Services to the City since 1992. In March 2015, the City refunded three bond issues, which generated over $12 Million of present value debt service savings for the City. The City will continue to seek opportunities to maximize the benefits available under its borrowing authority in the short and long-term.

3-3
SCOPE OF SERVICES

The Successful Proposer shall provide the following Services:

1) Provide as-needed financial advice regarding market conditions and trends, available financial products, credit analysis, third party alternative financing, special facility financing, and refinancing opportunities.

2) Prepare analyses and evaluations of potential refunding and new money issues.

3) Review and evaluate financing options, financial feasibility studies, legal documents, and pricing of any financing and any escrow relating to such financing.

4) Participate in rating agency presentations and preparation of official statements.

5) Review and analyze current loan agreements and advise on any potential for refinancing or restructuring.

6) Provide comprehensive financial advisory Services to the City. Upon written notice from the City, the Municipal Advisor shall perform the following Services subject to the conditions and in consideration of payments as hereinafter set forth.

7) Provide other related financial Services as needed and requested by the City.

Debt Issue Development and Sales Services

The Municipal Advisor shall perform the following Services for a debt offering ("Issue") when authorized by the City:

(1) Planning and Development Phase

a. Provide recommendations on the marketing of bonds, including advice on bond covenants, pledge of revenue(s), flow of funds, legal coverage requirements, municipal bond market trends and timing of Issue.
b. Assist in the preparation and analysis of feasibility studies in cooperation with City staff, City Attorney, accountants, bond attorneys, architects, engineers and other professionals as requested by the City. The studies should be focused mainly on debt financing, structure, timing, and the best practices to achieve and maintain the City's good credit ratings.
c. Analyze the financing to determine the best methods of strengthening its marketability consistent with current economic and capital market conditions and increasingly stringent rating agency criteria. This may involve the use of municipal bonds insurance, surety bonds, or other credit enhancement devices.
d. Perform a comprehensive analysis to determine the best possible plan for financing.
e. Consult with Bond Rating Agencies with regard to the proposed financing and assist in obtaining the most favorable rating possible. Prepare the City, thoroughly, for any necessary rating presentations and participate in those meetings.
f. Provide assistance and recommendations with the selection of ancillary service providers, such as registrar, trustee and printer.
g. Act as a liaison with bond counsel and coordinate with the other professionals providing information in connection with the proposed financing.
h. Prepare a timetable of events for all concerned, leading to the successful sale and delivery of an offering.
i. Provide advice and assistance on the requirements of various financing structures, the principal amount of bonds to be sold, maturity schedules, premium/discounts, basis of awarding bids and types of sales.

j. Review existing debt commitments to determine potential impacts, if any, on the proposed financing and make appropriate recommendations to the City's Financing team.
k. Keep the City fully informed about the market developments and financing techniques that might be applicable to the City's bond financing program, including funding available from state and federal programs.

(2) Marketing Phase

a. Advise on the appropriate terms and conditions of the sale, including maturity schedule, underwriter discount, redemption provisions, interest rate bidding requirements and basis for award.
b. Advise on the timing of the bond sale, taking into consideration such factors as changing economic conditions, current and projected market trends and convenience to the City.
c. Coordinate with bond counsel concerning the preparation of authorizing resolutions and other documents involved in the sale of bonds or other methods of financing. Assist in publicizing the Issue in advance with an Official Statement, Notice of Sale, Bid Forms and such other means necessary and advisable to develop nationwide public and institutional interest.
d. Assist the City in meeting full disclosure requirements and conforming to suggested guidelines when preparing the Official Statement either as an advisor or principal author.
e. Distribute the Official Statement to potential purchasers of the City's securities across the nation. Directly contact those lead underwriters most likely to be syndicate managers. Maximize efforts to market the City's debt issuance most effectively.
f. Conduct informational meetings with the investment community, including investment bankers (dealers and dealer banks) and institutional investors (banks, bank holding companies, and insurance companies), if necessary, to establish bidding interest on the offering.
g. Advertise any competitive bid, bond sale in nationally prominent financial publications, in addition to coordinating local publication requirements.
h. In the event of a competitive bid, attend the bid opening to assist with the verification and evaluation of bids and recommendation of the most favorable bid for award.

(3) Bond/Loan/Capital Lease Closing Phase

a. Direct bond-closing details, including coordination with bond counsel in order to ensure delivery in the shortest possible time frame.

b. Furnish prompt, complete reinvestment analysis so that maximum earnings will result from investing bond proceeds, in addition to assisting staff and the architect/engineer with establishing schedule for drawdown of funds, if any.
c. Direct, coordinate and supervise preparation of the transcript and provide the City with bond and interest records showing required semiannual payments and other information relevant to the completed financing.
d. Solicit bids on investment of idle funds, if requested.

Work Products

The Municipal Advisor shall provide the following Work products for each competitive and negotiated debt offering:

(1) Presale Analysis
(2) Offering Statement
(3) Post-sale Analysis
(4) Such other analysis, cash flow projections and materials necessary for financial planning and bond sale purposes.

Other Services

(1) Provide advice and assistance with regard to disclosure requirements and reporting to EMMA.
(2) Assist the City in such non-debt offering areas of financial management as the City may from time to time request pursuant to the Request for Proposals.
(3) Provide special financial advice to the City as needed. Such advice may include assistance in the development of alternative financing programs for potential capital projects, evaluating State and Federal legislation for the City, assist in determining debt capacity and other tasks as needed.
(4) Provide advice and assistance in the development of the City's long range financial plan for debt and capital project financing.
(5) Attend City Commission meetings and other scheduled City meetings as requested, with reasonable advance notice.
(6) Provide advice and assistance in the development of the funding requirements for the City's Capital Improvement Program.
(7) Provide advice and assistance regarding the financing for the City's non-ad valorem assessment projects ("NAV"), including but not limited to providing cost comparisons to compare the estimated cost of the City's approved internal financing plan relative to the estimated cost of market fixed rate bank financing or bonds, and reviewing with City staff the terms and conditions of the Funding Agreements created in association with the approved internal funding plan for NAV projects as may be requested from time to time.

3-4
ADDITIONAL REQUIREMENTS AND OTHER SPECIAL INSTRUCTIONS:

The Municipal Advisor should meet the following qualifications:

1) Previous experience in the business of providing independent financial advisory Services to issuers of tax-exempt debt.
2) A firm that is independent of banking, underwriting or other interest to assure that the firm can effectively represent the City in negotiations with bankers, underwriters, and other service providers needed for the issuance of debt.
3) Experience with various credits, including revenue bonds, and special assessment districts.
4) Experience with various debt instruments including bonds, notes, variable rate issues, leases, and conduit financings.
5) Experience with obtaining credit supports and bond insurance.
6) Experience with rating agencies and familiarity with the credit rating process. Knowledge of the rating criteria used not only by the major credit rating agencies, but also the typical large institutional purchasers of tax-exempt debt.
7) Experience with refinancing and other negotiated underwritings, including underwriter selection and issue pricing.
8) Sufficient qualified staff with previous municipal finance experience. Key members of staff should be willing and available to respond to questions from the City's financial staff on a continuing basis.
9) Adequate technical support to meet the needs of the City.
10) Be a company with at least five years' experience providing Municipal Advisory Services to tax exempt entities.

3-5
MANAGEMENT AND PERSONNEL

Include the following information in the Proposal:

1. Profile of the Firm – State whether your firm is local, national, or international. Additionally, state the following:

    a. Age and size of the firm, local office and MSRB registration number.
    b. Location of the office where the Work on this Engagement is to be performed.
    c. Number and nature of the staff to be assigned to this Project on a full time basis (resumes are preferred).
    d. Number and nature of staff to be assigned to this Project on a part time basis (resumes are preferred).

2. Identify the supervisory and management staff who will be assigned to the Engagement and indicate whether each holds any certifications and licenses

applicable to the proposed Project. Provide resumes for each person that will be assigned to this Engagement.

3. Provide a detailed description of the nature and status of any pending or completed litigation, claims made, investigations and or sanctions by the SEC or MSRB, contract disputes or defaults and liens arising in regard to your company's performance of any services or current or former members of your firm arising (during the tenure at your firm) within the last three years prior to the Due Date of this RFP. If Subcontractors or Subconsultants are utilized, provide similar information for the Subcontractors/Subconsultants.

4. Provide at least five client references for which the Project team/firm has provided similar Services and example deliverables (if allowed), along with contact information. Reference for other government agencies are preferred (See Proposer References Form, Section 6).

5. Proposer must be operating as the same business entity for a minimum of five years and have been successful in the business of Municipal Financial Advisory Services actively and continuously for a minimum of five years.

3-6
SILENCE OF SCOPE OF WORK

The apparent silence of the foregoing Scope of Work as to any detail or omission from it as to a detailed description concerning any specifics shall be regarded as meaning that only the best commercial practices are to prevail and that only equipment and workmanship of first quality are to be used. All interpretations of this Scope of Work shall be made upon the basis of this statement.

3-7
PROPOSAL EVALUATION AND CRITERIA

Following the closing of this Solicitation, the Proposals will be evaluated by a selection committee appointed by the Chief Procurement Officer. 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 scoring of the Proposals will be based on a point total and not a percentage factor. The selection committee will evaluate and rank the Proposals received on the basis of the criteria and available points indicated below. 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 (to include 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, Contract negotiations will be commenced with the highest evaluation scoring, responsive, responsible Proposer and whose Proposal will be the most advantageous to the City. Should the City and such 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, and to continue following this process until a mutually acceptable Contract is reached. Once a mutually acceptable Contract is reached, the City Commission will then be asked to approve the award of the RFP and the successfully negotiated Contract.

The resulting Contract shall contain requirements, terms and conditions consistent with this Solicitation, along with any modifications which the City, in its sole discretion, may require or accept. The final Contract may include but not necessarily be limited to terms and conditions related to the Scope of Services; initial term and optional renewal terms; compensation; payments; City's audit and inspection rights; public records; compliance with federal, state and local laws; certificates of competency, if applicable; indemnification of the City; the City's sovereign immunity protection; Proposer default; City termination rights; insurance requirements; non-discrimination; assignment limitations; notices; and Proposer's independent contractor status.

No rights shall inure to the benefit of any Proposer pursuant to this Solicitation until the Contract is approved by the City Commission and has been executed by both parties.

Evaluation Categories			**Points**
A.	Experience and Expertise		30
B.	References		15
C.	Resources/Methodology/Financing Approach		15
D.	Price/Fee structure:		30
	i. Tax- Exempt New	7	
	ii.Tax Exempt Refunding	7	
	Iii.Bank Loans	7	
	iv. Taxable Financing	7	
	v. Out-of-Pocket Expenses	2	
E.	City Local Preference		5
F.	CBE/SBE Preference		5
Total Points			**100**

Lowest Cost Proposal divided by Proposer "X" Cost Proposal times maximum available cost points = Proposer "X" Cost Score

Example:
Firm "A" cost proposal is $10,000 and is the lowest cost proposal
Firm "B" cost proposal is $15,000
Firm "C" cost proposal is $20,000

Cost Points Available: 30

Calculation:
Firm "A": Lowest price and receives 30 points
Firm "B": ($10,000)/($15,000) X 30 points = 20 points
Firm "C": ($10,000)/ ($20,000) X 30 points = 15 points

3-8
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, and similar matters) in their Proposal. Failure to follow these instructions may result in rejection of the Proposal.

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	Experience and Expertise
3	Resources and Methodology
4	References checks with other clients
5	Proposer Background Information
6	Exceptions and Deviations
7	Other Required Forms and Attachments
8	Cost Proposal
9	Addenda
10	Affidavits and Acknowledgements

Instructions relative to each part of the Proposal are defined in the remainder of this section.

Costs for the Proposer's recommendation(s) 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.

TAB 1: Executive Summary

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 the firm.
- Minimum five years in public entity market.
- Registered with the SEC/MSRB as a municipal advisor and provide registration number at time of Proposal submission.

TAB 2: Experience and Expertise

Providers must provide information about their firm so that the City can evaluate the Providers' stability and ability to support the commitments set forth in the Proposal. Following is the information that Providers should include in this section:

1. The firm's background, including a brief description (e.g., past history, present status, future plans, company size and related matters) and organizational 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 and Bradstreet report as part of the Proposal.

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, and receive copies on any agreements or contracts with the Subcontractors. Contractors and Subcontractors are expected to also act as fiduciaries of the City.

4. Include names of representatives, professional/work background and qualifications, with titles and areas of expertise, who will be directly responsible for this Project.

5. Describe the expertise of your staff/contractors in performing the types of Services requested in this RFP.

TAB 3: Resources and Methodology

1. Adequacy of amount of quality resources assigned to the Project.

2. Overall approach to Project.

3. Consideration of Services provided and approach to meeting goals and deadlines.

TAB 4: References checks with other clients

Submit five public entity accounts comparable in size and nature to Miramar, written within the last three years, that will qualify the Proposer to handle the City's requirements.

TAB 5: Proposer Background Information

The Provider must respond to the Provider Background Questionnaires in Section 5 of this RFP.

TAB 6: Exceptions and Deviations

If the Provider finds it impossible or impractical to adhere to any portion of this Scope of Work 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 from 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. Providers taking exceptions do so at their own risk.

TAB 7: Other Required Forms and Attachments

Place all other forms that have not been identified as associated with another tab, including attached questionnaire, under this tab. This should include any Contract forms desired for consideration as part of the Contract.

TAB 8: Cost Proposal

Costs/Revenues for the Proposer's recommendation(s) 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 Goods or Services are provided at no additional cost, the item should be noted as "no charge", or words to that effect.

In the event the Goods or Services are not being included in the Proposal, the item should be noted as "No Bid".

Proposers shall provide all pricing/revenue alternatives in these cost sheets.

Proposers shall provide prices in U.S. dollars.

Proposers shall provide the rationale and basis of calculation of 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 term of the Contract.

The City reserves the right to pursue direct purchase of all items and Services proposed, as well as to obtain independent financing.

TAB 9: Addenda

Include all original, signed copies of addenda in this section.

TAB 10: Affidavits and Acknowledgements.

The following forms are attached at Section 5 below and shall be completed and provided as part of this Proposal. FAILURE TO COMPLETE, SIGN AND RETURN THESE FORMS MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE".

FORM CHECKLIST:

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
CONTRACT

AGREEMENT

BETWEEN

THE CITY OF MIRAMAR

AND

_____

FOR MUNICIPAL ADVISORY SERVICES

This Agreement is entered into this ____ day of _____, 2015, by and between the City of Miramar, Florida, a Florida municipal corporation (hereinafter referred to as the "City"), and _____, a _____ corporation or individual with principal business address located at _____ (hereinafter referred to as "Contractor").

WHEREAS, on _____, 2015, the City issued Request for Proposals No. 15-06-38 ("RFP") for "Municipal Advisory Services" (the "Services"); and

WHEREAS, the Contractor was determined by an Evaluation Committee to be the highest evaluation scoring, responsive and responsible Proposer, and whose Proposal was most advantageous to the City; and

WHEREAS, on _____, 2015, the City Commission approved the award of the RFP to Contractor and authorized negotiation and execution of an appropriate Agreement between Contractor and the City for the provision of the Services, for an initial term of five year(s) with two optional two-year renewal periods.

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

SECTION 1
RECITALS

The above recitals are true and correct and are incorporated and made a part of this Agreement.

SECTION 2
SCOPE OF SERVICES

2.1. This Agreement is subject to and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions and requirements set forth and described in the RFP, the Contractor's Proposal submitted in response thereto 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 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.

2.2. Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each.

SECTION 3
COMPENSATION

3.1. Contractor shall submit periodic invoices for the Goods and Services provided to:

City of Miramar
ATTN: Accounts Payable
2300 Civic Center Place
Miramar, FL 33025

The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

3.2. Contractor shall not perform or begin any Work under this Agreement without prior written authorization from the City, as well as an approved purchase order authorizing Services. The failure of Contractor to obtain a purchase order for Work required under this Agreement constitutes a failure to adhere to the terms of this Agreement, and authorization for payment for such unauthorized Work shall be denied.

3.3. Services shall be provided to the City in strict accordance with the Scope of Work set forth and described in the RFP. If the Services provided by Contractor do not meet the applicable Scope of Services, Contractor will not receive payment for such nonconforming Services and shall pay the City all fees and/or costs associated with obtaining satisfactory Services.

3.4. All requests/estimates/quotations for Services not covered under this Agreement shall be submitted in writing prior to any Work being undertaken or approved. The estimate must include a detailed list of the Work to be completed, listed item by item, and location where Work is to be performed. Estimates/quotations are to be submitted electronically, if desired, to the City to secure purchase order approval prior to the Work being performed.

SECTION 4
TERM OF AGREEMENT

4.1 The term of this Agreement shall commence on __, 2015, and shall continue, unless otherwise terminated by the City as provided herein, for five years from that date.

4.2 The City shall have the option, in its sole discretion, of renewing this Agreement for up to two additional two-year terms, subject to mutual agreement as to the price for each option period, which shall be negotiated at least 30 days prior to the end of the term in effect.

4.3 The City's Chief Procurement Officer may authorize up to a 90 day extension of this Agreement in accordance with its terms and conditions, and the City Manager or her designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

4.4 This Agreement shall be subject to the annual appropriation of funding by the City during its budget process, the failure of which, in the City's sole discretion, may serve as a basis for termination of this Agreement pursuant to Section 8 below, or nonrenewal of this Agreement.

SECTION 5
TERMINATION OF AGREEMENT

5.1 **Termination for convenience.** The City may terminate this Agreement for convenience by giving Contractor 30 calendar days' written notice. In the event of such termination, Contractor shall be entitled to receive compensation for any Work completed pursuant to this Agreement and to the satisfaction of the City, up through the date of termination. Under no circumstances shall the City make payment for Work nor shall Contractor invoice the City for Services not yet performed.

5.2 **Termination for cause.** This Agreement may be terminated by either party upon five calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no

fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the City, Contractor shall indemnify the City against losses pertaining to this termination. In the event that this Contract is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 5.1 of this Agreement, and the provisions of Section 5.1 shall apply.

5.3 **Return of City equipment.** Upon termination of this Agreement, Contractor shall return all City equipment to the City.

5.4 **Survival.** The termination of this Agreement under Section 5.1 or 5.2 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 6
INDEPENDENT CONTRACTOR

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be provided by employees of Contractor subject to supervision by Contractor, and not as officers, employees or agents of the 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 7
INDEMNIFICATION

7.1 Contractor shall indemnify, defend and hold harmless the 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.

7.2 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City’s sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 8
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 9
INSURANCE

9.1 **INSURANCE -** For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Proposer shall maintain commercial general, automobile (where applicable), workers compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.

9.11 **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.

9.12 **Required Insurance Endorsements**

9.12.1 The City requires the following insurance endorsements:

1. ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Work or operations performed by or on behalf of the Contractor.

2. WAIVERS OF SUBROGATION - Proposer agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:

a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Proposer or the Proposer's employees, agents or Subcontractors; and

b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Proposer.

This waiver shall apply to all first party property, equipment, vehicle and workers compensation claims, and all third party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Proposer agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Proposer further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Proposer's failure to obtain such waivers of subrogation from Proposer's insurers.

This Agreement shall not be deemed approved until the Proposer 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 with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Proposer's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

9.12.2 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. The Proposer's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Proposer shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

9.12.3 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 10
MISCELLANEOUS

10.1 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.

10.2 Precautions shall be exercised at all times for the protection of persons and property. Contractor and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by Contractor responsible for the same.

10.3 Contractor understands and agrees that any information, document, report or any other material whatsoever which is given to Contractor by the City, or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Agreement, is and shall at all times remain the property of the City. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

10.4 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right, at its discretion, to terminate the Agreement without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.5 Contractor 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 Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

SECTION 11
AUDIT AND INSPECTION RIGHTS

11.1 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.

11.2 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 12
AGREEMENT, AMENDMENTS AND ASSIGNMENT

12.1 This Agreement constitutes the entire agreement between Contractor and the 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 or incorporated into this Agreement are of no force and effect.

12.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.

12.3 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 13
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 14
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) 602-3115
Facsimile: (954) 602-XXXX

With A Copy to: Jamie A. 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 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 and Subcontractors understand that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes and U.S. Treasury Department guidelines, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. 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. The Subcontractors will be provided a copy of this Agreement to facilitate compliance with state and federal guidelines.

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 or Subcontractor, 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, EXCEPT for records that are necessary meet the U.S. Treasury Department record retention guidelines for tax exempt borrowing and the Post Issuance Compliance Policy of the City. 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. 15-07-44 (Pre-Tab1)

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:

(_____) _____

PROPOSER'S ORGANIZATION STRUCTURE:

EMAIL _____

_____ 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

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.

b) "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 (Tab 10) (CONT.)

1) Transactional Fee Schedule for successfully closed transactions:

FEE PROPOSAL PER $1,000 UPON SUCCESSFUL CLOSING-REVENUE BOND, SPECIAL OBLIGATION BOND, GENERAL OBLIGATION BOND - (TAX EXEMPT -NEW MONEY)			
Par Value Range of Bond Issued			Fee per **$1,000**
$0	$5,000,000		
$5,000,001	$15,000,000		
$15,000,001	$25,000,000		
$25,000,00'1	$50,000,000		
Over $50,000,001			

Maximum fee for a successful closing of bonded debt: $_____(If your firm does not offer a capped maximum fee, then respond "No maximum, refer to fees in the chart.").

Minimum Fee for a successful closing of a bonded debt :$_____(If your firm does not require a minimum fee, then respond “No Minimum, refer to fees in the chart”.).

Please indicate where the fee will be fixed for the term of the Agreement and when it will or may increase. Provide the indicator rate of increase or the index that will be used in any increase. Please provide the current rate of any index or indicator that will be used to determine the increase. If no increase is mentioned, then the fee will be fixed for the term of the Agreement, including any optional renewal periods.

Per your method of calculation and the rate quoted, specify your expected fee on:

(a) A $40 Million transaction $_____
(b) A $125 Million transaction $_____

TOTAL TAX EXEMPT - NEW $_____
[a) A $40 million transaction + b) A $125 million transaction]

2) Transactional Fee Schedule for successfully closed transactions:

FEE PROPOSAL PER $1,000 UPON SUCCESSFUL CLOSING-REVENUE BOND, SPECIAL OBLIGATION, GENERAL OBLIGATION BOND (TAX EXEMPT -REFUNDING)			
Par Value Range of Bond Issued			Fee per **$1,000**
$0	$5,000,000		
$5,000,001	$15,000,000		
$15,000,001	$25,000,000		
$25,000,00'1	$50,000,000		
Over $50,000,001			

Maximum fee for a successful closing of bonded debt: $_____(If your firm does not offer a capped maximum fee, then respond "No maximum, refer to fees in the chart.").

Minimum Fee for a successful closing of a bonded debt :$_____(If your firm does not require a minimum fee, then respond “No Minimum, refer to fees in the chart”.0.

Please indicate where the fee will be fixed for the term of the Agreement and when it will or may increase. Provide the indicator rate of increase or the index that will be used in any increase. Please provide the current rate of any index or indicator that will be used to determine the increase. If no increase is mentioned, then the fee will be fixed for the term of the Agreement, including any optional renewal periods.

Per your method of calculation and the rate quoted, specify your expected fee on:

(c) A $40 Million transaction $_____
(d) A $125 Million transaction $_____

TOTAL TAX EXEMPT REFUNDING $_____
[c) A $40 Million transaction + d) A $125 Million Transaction]

3) Transactional Fee Schedule for successfully closed transactions:

FEE PROPOSAL PER $1,000 UPON SUCCESSFUL CLOSING- BANK LOANS/LINE OF CREDIT/LEASE PURCHASE FINANCING (TAX EXEMPT)			
Par Value Range of Bond Issued			Fee per **$1,000**
$0	$5,000,000		
$5,000,001	$15,000,000		
$15,000,001	$25,000,000		
$25,000,00'1	$50,000,000		
Over $50,000,001			

Maximum fee for a successful closing of financed debt: $_____(If your firm does not offer a capped maximum fee, then respond "No maximum, refer to fees in the chart.").

Minimum Fee for a successful closing of a financed debt :$_____(If your firm does not require a minimum fee, then respond “No Minimum, refer to fees in the chart”.).

Per your method of calculation and the rate quoted, specify your expected fee on:

(e) A $3 Million transaction $_____
(f) A $10 Million transaction $_____

TOTAL – BANK LOANS etc. $ _____
[e) A $3 Million transaction + f) A $10 Million transaction]

4) Transactional Fee Schedule for successfully closed transactions:

FEE PROPOSAL PER $1,000 UPON SUCCESSFUL CLOSING-TAXABLE FINANCING			
Par Value Range of Bond Issued			Fee per **$1,000**
$0	$5,000,000		
$5,000,001	$15,000,000		
$15,000,001	$25,000,000		
$25,000,00'1	$50,000,000		
Over $50,000,001			

Maximum fee for a successful closing of bonded debt: $_____(If your firm does not offer a capped maximum fee, then respond "No maximum, refer to fees in the chart.").

Minimum Fee for a successful closing of a bonded debt :$_____(If your firm does not require a minimum fee, then respond “No Minimum, refer to fees in the chart”.).

Please indicate where the fee will be fixed for the term of the Agreement and when it will or may increase. Provide the indicator rate of increase or the index that will be used in any increase. Please provide the current rate of any index or indicator that will be used to determine the increase. If no increase is mentioned, then the fee will be fixed for the term of the Agreement, including any optional renewal periods..

Per your method of calculation and your rate quoted, specify your expected fee on:

(g) A $40 Million transaction $_____
(h) A $125 Million transaction $_____

TOTAL – TAXABLE FINANCING $_____
[g) A $40 Million transaction + h) A $125 Million transaction]

5) Please indicate your additional charges for out of pocket expenses, or fees not included in the four transactional fee schedules categories (transactions with successful close) shown above.

Out of Pocket Expenses related to a transaction with a successful close
Not-to-exceed or flat fee per Issue :

$_____ X 2 (issues) =$_____

If your firm does not offer a capped maximum fee or a not to exceed fee, then respond "No maximum, refer to fees in the chart.").

TOTAL PROPOSED: (Items 1 through 5)

_____

(***Write Figures)***

TOTAL PROPOSED: (Items 1 through 5)

_____

(***Written Amount)***

TOTAL AMOUNT FOR SECTION 1 THROUGH 5 OF THE PRICE PROPOSAL SHEET SHALL BE SHOWN ABOVE IN BOTH FIGURES AND WORDS. IN CASE OF DESCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN.

Indicate your rates for general advisory services not covered under the Transactional Fees Schedule quoted above

Prices shown below will not be used toward the award of this RFP

HOURLY FEE PROPOSAL TABLE

Generic Classifications	Actual Corresponding Title in Proposers Firm	Hourly Fee
Senior or Managing Partner	_____	_____
Principal or Partner	_____	_____
Senior Associate or VP	_____	_____
Associate of VP	_____	_____
Analyst	_____	_____
Office Assistant/Clerical	_____	_____

In addition, for simplicity, your firm may propose a blended hourly rate for all Work performed on an hourly basis (although the City may elect to use individual itemized rate structure proposed above):

Blended Hourly Rate: $ _____per hour.

Out of Pocket Expenses related to general advisory services and unrelated a transaction

Not–to-exceed or flat fee per Issue : _____

If your firm does not offer a capped maximum fee or a not-to-exceed fee, then respond "No maximum, refer to fees in the chart.").

Taxpayer Identification Number (TIN)_____

PROPOSER:_____
(Company Name)

_____
(Signature)

_____

_____
(Printed Name and Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR RESPONSE "NON-RESPONSIVE"

ADDENDA ACKNOWLEDGEMENT FORM (Tab 10a)

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"

PROPOSER INFORMATION FORM (Tab 10b)

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 and or 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)

PROPOSER INFORMATION FORM (CONTINUED)

(7) Please list five Government contract references:

A) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

B) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

C) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

D) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

E) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (Tab 10c)

Please list all Subcontractors and suppliers to be used in connection with performance of the Contract (use additional pages, if necessary). The City strongly encourages the participation of Local Businesses and/or CBE or SME Firms. Please specify the category for each Subcontractor or supplier.

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (CONTINUED) (Tab 10c)

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

DRUG-FREE WORKPLACE AFFIDAVIT (Tab 10d)

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs.

Section 287.087 of the Florida Statutes provides:

287.087 Preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that 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, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining 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.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the 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 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Vendor's Signature

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

ANTI-KICKBACK AFFIDAVIT (Tab 10e)

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 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 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 10f)

State of)
) ss:
County of)

I, _____, the undersigned authority, being first duly sworn, deposes and says 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.

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10f)

Signed, sealed and delivered
in the presence of:

_____ By:_____
Witness

_____ _____
Witness (Printed Name)

_____
(Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10f)

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 he/she 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 10g)

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 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"

BUSINESS/VENDOR PROFILE SURVEY
(Tab 10h)

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 PROPOSAL "NON-RESPONSIVE"

Exceptions and Deviations Form (Tab 10i)

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"

Date of Issuance: **September 17, 2015**

City of Miramar
Procurement Department

ADDENDUM No. 1
For
RFP 15-07-44

Municipal Advisory Services

Proposers are hereby notified that this Addendum No. 1 shall be attached to and made part of the above named Request for Proposal ("RFP") issued on August 17, 2015.

This Addendum No. 1 is issued to add to, delete from, modify, clarify and/or amend the RFP. The items contained in this Addendum No. 1 shall have full force and effect as part of the RFP and shall prevail to the extent of any conflict with the original RFP. Proposals to be submitted on or before the specified due date shall conform to the additions and revisions contained herein.

The Proposer shall acknowledge receipt of this **Addendum No. 1** by inserting its number and date in the Proposal Form on 'ADDENDA ACKNOWLEDGEMENT FORM and include a completed/signed copy of this form in each Proposal.

This addendum consists of **(1)** page(s).

1) PLEASE NOTE THAT THE DUE DATE AND TIME FOR RFP No. 15-07-44 HAS BEEN CHANGED TO **OCTOBER 20, 2015 AT 2:00 P.M. EST**.

Date of Issuance: **September 28, 2015**
City of Miramar
Procurement Department

ADDENDUM No. 2
For
RFP 15-07-44

Municipal Advisory Services

Proposers are hereby notified that this Addendum No. 2 shall be attached to and made a part of the above named Request for Proposal ("RFP") issued on August 17, 2015.

This Addendum No. 2 is issued to add to, delete from, modify, clarify and/or amend the RFP. The items contained in this Addendum No. 1 shall have full force and effect as part of the RFP and shall prevail to the extent of any conflict with the original RFP. Proposals to be submitted on or before the specified due date shall conform to the additions and revisions contained herein.

The Proposer shall acknowledge receipt of this **Addendum No. 2** by inserting its number and date in the Proposal Form on the ADDENDA ACKNOWLEDGEMENT FORM and include a completed/signed copy of this form in each Proposal.

This addendum consists of (**10)** pages.

Item # 1
THE FOLLOWING ARE QUESTIONS AND ANSWERS TO THE QUESTIONS RECEIVED FOR RFP NO. 15-07-44.

a) After reviewing the solicitation RFP No. 15-07-44 for Financial Advisory Services, **it appears that the following language in Section 3.4 – Additional Requirements and Other Special Instructions on page 28 would disqualify a number of qualified firms from responding to this solicitation**:

   "2) A firm that is independent of banking, underwriting or other interest to assure that the firm can effectively represent the City in negotiations with bankers, underwriters and other service providers needed for the issuance of debt"

This above referenced language may have been taken from a RFP for Financial Advisory Services that was issued prior to the implementation of the SEC Independent Registered Municipal Advisor ("IRMA") rule, which went into effect on July 1, 2014. The IRMA rule states that Independent Registered Municipal Advisors, including broker-dealer firms acting as financial advisors such as FirstSouthwest, have an explicit fiduciary duty to their government clients.

Many feel that issuers such as the City of Miramar are unknowingly limiting competition by using the above referenced dated qualification to limit potential conflict of interests. **This limited competition prohibits qualified firms from applying and often results in higher prices for the taxpayers.** After the adoption of Municipal Securities Rulemaking Board Rule G-23 in 2011 and subsequent additional regulation such as the IRMA rule pursuant to Dodd/Frank which regulates the activities of municipal advisors, many consider this to be a dated provision which does not result in the best quality services at the most competitive pricing.

In the attached GFOA Best Practices publication titled "Selecting and Managing Muni Advisors", **the GFOA suggests that there are better ways to address any potential conflict of interests without restricting competition,** including:

1. Understanding that the Municipal Securities Rulemaking Board Rule G-23 prohibits a broker-dealer firm that also provides financial advisory services (in contrast to a non-broker-dealer municipal advisor) from serving as a municipal advisor to the issuer and an underwriter on the same transaction.
2. Requiring a lockout period from the time that the financial advisor contract ends to the time when the broker-dealer can serve as a negotiated underwriter for the issuer for a minimum of one to two years.
3. Not allowing the broker-dealer financial advisor to submit bids on competitive deals in which it serves as Financial Advisor.

To give the City an example on restricting competition, including this provision would eliminate some of the top ranked financial advisory firms in Florida and nationally, including:

1. Raymond James & Associates, a broker-dealer;
2. RBC Capital Markets (formerly William R. Hough & Company), a broker-dealer;
3. Stifel Nicolaus & Company, a broker-dealer;
4. Public Financial Management, which is affiliated with PFM Fund Distributors, Inc. (CRD# 114474), a broker-dealer with common ownership and management (http://brokercheck.finra.org/Firm/Summary/114474)

Other potential conflicts of interest that the City may wish to consider in hiring a financial advisor include:

- Representation of other clients that may have competing interests with the City from time to time, such as Broward County, the Broward County School District or adjacent cities (Pembroke Pines, Miami Gardens), which could present a substantial conflict of interest.
- Non broker-dealer organizations which employ lobbyists, which may present a conflict of interest if the lobbyists contribute to political campaigns of the elected

officials ("Pay-to-Play"). Broker-dealer firms are strictly prohibited from hiring lobbyists or for making contributions to candidates that they cannot vote for in an election.

We would ask that the City consider modifying or removing this qualification in Section 3.4 and allow a truly competitive process that would benefit the City of Miramar.

ANSWER: SECTION 3-4 (2), SHALL BE AMENDED TO READ AS FOLLOWS:

It is the intent of the City to obtain sound, independent and objective advice. Prospective Municipal Advisor must make an affirmative statement in its Proposal to the City that a contract with their firm, if selected, will not result in any conflict of interest. Furthermore, the successful Municipal Advisor will be precluded by the terms of the contract from participating, either directly or indirectly, in underwriting any bonds or loans issued by the City during the full term of the contract without the written consent of the City. The selected Municipal Advisor will also be precluded from underwriting any refunding or new bonds issued by the City for a period of one (1) year after the expiration or termination of the contract with the City without the written consent of the City. The selected Municipal Advisor will be expected to abide by the applicable guidelines governing Municipal Advisors as set forth by the MSRB and the SEC. During the term of the contract, the selected Municipal Advisor and its parent organization will update the City, in writing, of any changes in its affiliations or operating activities that may directly or indirectly create a conflict of interest.

b) If a response to this request is to change the language in the RFP in order to allow additional qualified firms to respond to the request is delayed until after September 3, 2015, will the closed date deadline also be extended?

ANSWER: Please see Addendum No. 1 for the revised due date and time.

Item # 2:

THE FOLLOWING SECTIONS SHALL BE AMENDED AS FOLLOWS:

A) Section 1-1, Definitions, shall be amended to include the following terms:

The term "Parent" shall mean a Corporation or other legal entity that owns, or controls (directly or indirectly) the Municipal Advisory firm.

The term "Affiliate" shall mean a Corporation, a member of a group or legal entity that is controlled directly by a common parent of the Municipal Advisory firm.

B) Section 1-21 shall be amended to read as follows:

REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS, AFFILIATES AND/OR PARENT

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, AFFILIATES AND/OR PARENT"** with their Proposal(s). **FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER THE PROPOSAL "NON-RESPONSIVE".**

C) Section 3-8 shall be amended to read as follows:

CONTENT OF THE PROPOSAL

TAB 10: Affidavits and Acknowledgements.

The following forms are attached at Section 5 below and shall be completed and provided as part of this Proposal. FAILURE TO COMPLETE, SIGN AND RETURN THESE FORMS MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE".

FORM CHECKLIST:

1) ___ PROPOSAL COVER PAGE
2) ___ PRICE PROPOSAL SHEET
3) ___ ADDENDA ACKNOWLEDGEMENT FORM
4) ___ PROPOSER INFORMATION FORM
5) ___ PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS, AFFILIATES AND/OR PARENT
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

THE FOLLOWING FORMS SHALL BE AMENDED IN SECTION 5 AS FOLLOWS:

SUBMITTAL FORMS
PROPOSAL COVER SHEET AND SIGNATURE FORM RFP No. 15-07-44 (Pre-Tab1)

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, AFFILIATES AND/OR PARENT 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 INFORMATION FORM (Tab 10b)

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 and or 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)

PROPOSER INFORMATION FORM (CONTINUED)

(7) Please list five Government contract references:

A) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

B) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

C) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

D) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

E) Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS, AFFILIATES AND/OR PARENT (Tab 10c)

Please list all Subcontractors and suppliers, affiliates and/or parent to be used in connection with performance of the Contract (use additional pages, if necessary). The City strongly encourages the participation of Local Businesses and/or CBE or SME Firms. Please specify the category for each Subcontractor or supplier, affiliates and/or parent.

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS, AFFILIATES AND/OR PARENT (CONTINUED)

(Tab 10c)

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

Attachment 2
ORIGINAL

City of Miramar, Florida

Proposal for Municipal Advisory Services

RFP No. 15-07-44

October 20, 2015

Public Financial Management, Inc.

300 S. Orange Avenue
Suite 1170
Orlando, FL 32801

James W. Glover, Managing Director
407-406-5760
407-648-1323 fax
gloverj@pfm.com

www.pfm.com

Fidelity Financial Services, L.C.
(Subcontractor/CBE/SBE)

547 N.W. 9th Avenue
Suite #5
Fort Lauderdale, FL 33311

Frank Hall, Jr., Managing Director
954-839-7256
954-938-2695 fax
frankhalljr@ffslc.com

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A. PFM Florida Transactions: 2014 and 2015
B. Commonwealth of Pennsylvania Charter and State of Florida License
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SUBMITTAL FORMS
PROPOSAL COVER SHEET AND SIGNATURE FORM RFP No. 15-07-44 (Pre-Tab1)

PROPOSER'S NAME (Name of firm, entity, or organization): Public Financial Management, Inc.

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 23-1992164

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

Name: James W. Glover Title: Managing Director

MAILING ADDRESS:

Street Address: 300 South Orange Avenue, Suite 1170

City, State, Zip: Orlando, Florida 32801

TELEPHONE: (407) 406-5760

FAX: (407) 648-1323

EMAIL gloverj@pfm.com

PROPOSER'S ORGANIZATION STRUCTURE:

X Corporation _____ Partnership _____ Proprietorship _____ Joint Venture _____ Other (explain):

IF CORPORATION:

Date Incorporated/Organized: April 11, 1975

State of Incorporation/Organization: Pennsylvania

States registered in as foreign Corporation: AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VA, VT, WA, WI

PROPOSER'S SERVICES OR BUSINESS ACTIVITIES, AFFILIATES AND/OR PARENT OTHER THAN WHAT IS SOUGHT THROUGH THIS SOLICITATION:

LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONTRACTORS FOR THIS PROJECT:

Fidelity Financial Services, L.C.

PROPOSER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.

Signed by: JW Glover Date: 10-19-15

Print name: James W. Glover Title: Managing Director

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL NON-RESPONSIVE

Tab 1. Executive Summary

The PFM Group
Financial & Investment Advisors

300 S. Orange Avenue
Suite 1170
Orlando, FL 32801-3470

407-648-2208
407-648-1323 fax
www.pfm.com

October 20, 2015

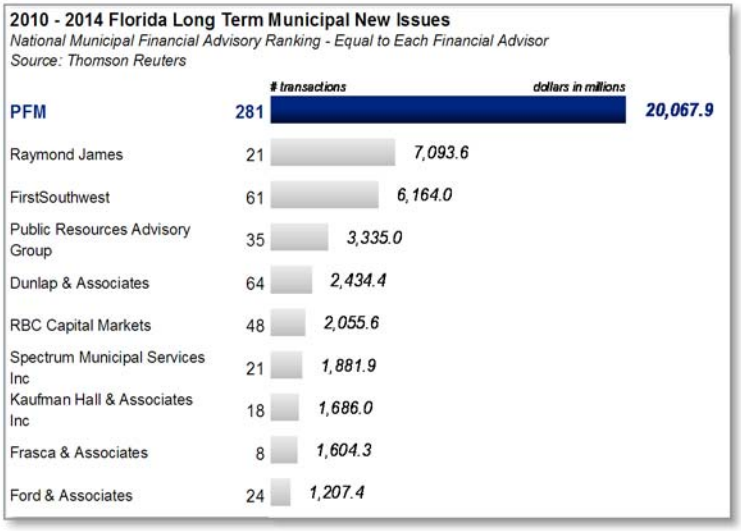
Denise Gibbs, City Clerk
City of Miramar
Office of the City Clerk
2300 Civic Center Place
Miramar, FL 33025

RE: Request for Proposals ("RFP") for Municipal Advisory Services – RFP No. 15-07-44

Dear Ms. Gibbs,

Public Financial Management, Inc. ("PFM") — a member of the PFM Group of companies, which also includes PFM Asset Management LLC ("PFMAM") and PFM Swap Advisors LLC ("PFMSA") — is pleased to submit our proposal to serve the City of Miramar, Florida (the "City") as the City's municipal/financial advisor. For this engagement, PFM has subcontracted with Fidelity Financial Services, L.C. ("FFS"), a locally owned Minority/Women Business Enterprise ("M/WBE") firm located in Broward County that specializes in providing financial advisory services to municipalities in South Florida, and has worked with the City for over a decade.

PFM was founded 40 years ago with the goal of creating an independent financial advisory firm with technical resources matching those of the most sophisticated Wall Street investment banks. From the outset, PFM has strived to be a financial advisor that is very different from our competitors. As a result, PFM has grown to be the financial advisor Thomson Reuters ranks #1 in the nation and in the State of Florida in terms of overall issues and par amount (as shown on the chart to the right). We believe PFM is the City's best choice to serve as its financial advisor because, as evidenced in our past relationship, the experience and unique qualifications of both our firm and project team can provide the City with the highest level of service in the industry. These qualifications are further illustrated below:



Municipal Advisor Regulation Under the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank"), Effective July 1, 2014: PFM exclusively serves as a financial advisor and maintains a fiduciary relationship with our clients, avoiding potential conflicts of interest. We are a registered Municipal Advisor with the Securities and Exchange Commission ("SEC"), and maintain a compliance program within the regulatory requirements as set forth under Dodd-Frank to serve as the City's Municipal Advisor. PFM's SEC File Number is 867-00482; FFS's SEC File Number is 867-01809.

A Leading Advisor to Florida Cities: PFM currently serves as financial advisor to numerous Florida municipalities, including Coral Gables, Miami, Miami Gardens, Surfside, Boca Raton, Boynton Beach, Pompano Beach, West Palm Beach, Coral Springs, Delray Beach, Clermont, Daytona Beach, Gainesville, Jacksonville, Town of Long Boat Key, Marco Island, Melbourne, Orlando, Ormond Beach, Town of Palm Beach, Palatka, Panama City Beach, Plantation, Plant City, Riviera Beach, St. Petersburg, Sebring, Stuart, Tallahassee, Winter Haven, and Winter Park, among others. We have in-depth knowledge of the issues facing local governments in today's economy through our work with these entities on a day-to-day basis.

Scope of Services: PFM provides decades of traditional financial advisory experience along with a broad range of complementary services, including bond pricing, public-private partnerships ("P3s"), and strategic consulting assistance with budgeting, workforce management, and pension issues. In addition, our asset management affiliate, PFMAM, contributes expertise on investment management, escrow structuring, arbitrage rebate, and structured products.[1]

Team of Professionals with Broad Experience: PFM's team is led by Managing Director James "Jay" Glover, who has been part of the team of the most active public finance professionals in Florida during the last 10 years. The City also will have access to specialists in PFM's Pricing Group and Strategic Consulting Group, as well as PFMAM's Structured Products Group (under a separate contract), as needed. Additionally, PFM has teamed with FFS who is a locally owned M/WBE firm. FFS, located in Ft. Lauderdale, focuses solely on providing independent financial advisory services to local governments throughout South Florida, and prides itself on being involved in all segments of the community. The firm is involved in the community by sponsoring minority events, making purchases from minority companies, providing scholarship funds to minority students, and contributing financial and corporate resources for minority community projects. FFS has worked with the City as its financial advisor for over 10 years.

Familiarity with the City: PFM and FFS both have extensive knowledge of the City and its financing needs. This perhaps is demonstrated best by the recent refunding transactions completed by the City, in which PFM and FFS worked as a team to develop the plan of finance that resulted in the City achieving approximately $13 million of net present value debt service savings. As part of this process, the City also was able to achieve very strong underlying credit ratings of AA- from Standard & Poor ("S&P") and Aa3 from Moody's Investors Service ("Moody's"). See pages 17-19 of the proposal for additional rating and refunding opportunity information.

Local Commitment: PFM is the largest independent financial advisor in Florida, with more public finance professionals than any of our competitors. PFM has been committed to this market for over a decade; our top ranking within Florida is evidence of that footprint, and our Orlando and Miami offices maintain a specific commitment to local government issuers such as the City. PFM's Orlando office is located at 300 South Orange Avenue, Suite 1170 Orlando, Florida 32801, and will have primary responsibility for the engagement and is where work will be performed.

Track Record of Performance: PFM continues to provide our clients with highly effective services, as indicated by our ranking as the #1 financial advisory firm in the country for the last 17 years and in Florida for the last 14 years.[2] In Florida in particular, we continue to add clients and grow our presence while still providing clients with the same level of service they expect and deserve. This is evidenced by the graphic on the prior page that shows PFM has completed more than four times as many transactions since 2010 as our closest competitor.

We have reviewed the RFP scope of work and understand what will be required of PFM and FFS should we be fortunate enough to be selected as the City's financial advisor. Our team is ready to go to work, and we are committed to completing any and all assigned tasks in a professional and timely manner.

Sincerely,

Public Financial Management, Inc.

James Glover
Managing Director

Marissa Wortman
Senior Managing Consultant

Fidelity Financial Services, L.C.

Frank Hall Jr.
Managing Director

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[1] *PFM, PFMAM, and PFMSA services would be provided under separate agreements.*
[2] *In terms of overall issues and par amount, as of December 31, 2014.*

Tab 2. Experience and Expertise

Tab 2. Experience and Expertise

Providers must provide information about their firm so that the City can evaluate the Providers' stability and ability to support the commitments set forth in the Proposal. Following is the information that Providers should include in this section:

1. The firm's background, including a brief description (e.g., past history, present status, future plans, company size and related matters) and organizational charts.

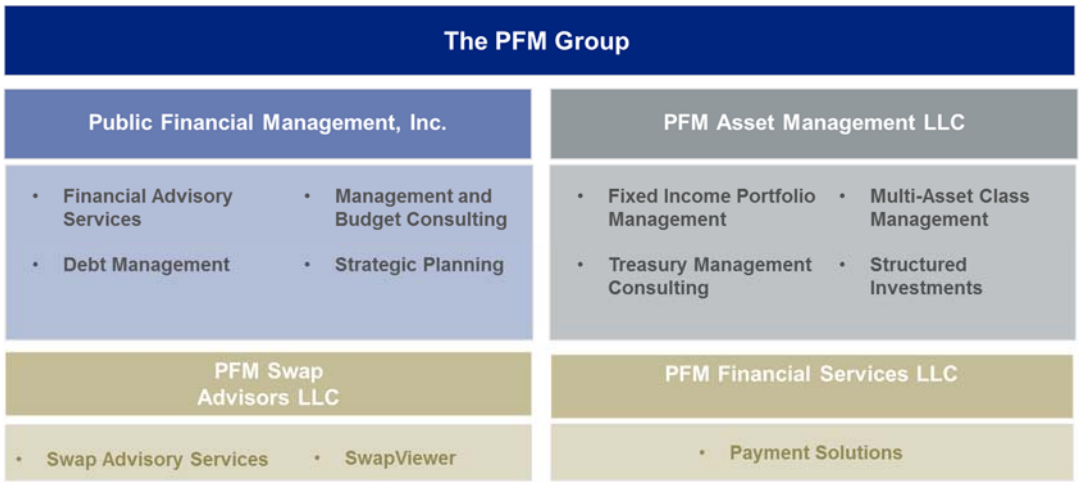
Firm Background

In 2015, Public Financial Management, Inc. ("PFM") celebrates 40 years of offering independent, financial advice serving as a fiduciary to clients throughout the nation. PFM always has placed a high value on providing advice that is free of conflicts and delivered by professionals with expertise in their respective fields. Our corporate structure reflects this philosophical belief by offering services through separate, appropriately registered and licensed entities. For example, financial advisors do not offer investment advice; conversely, investment advisors focus on investments. This is designed to provide high-quality service delivered by experienced professionals.

The original practice of PFM was founded in 1975 to provide independent financial advisory services to the public sector. Today, the PFM Group of companies (the "PFM Group") includes PFM and our affiliates, PFM Asset Management LLC ("PFMAM") and PFM Swap Advisors LLC ("PFMSA").

The firm began providing investment advisory services to public entities in 1980; PFMAM was created in 2001 as the entity through which investment advisory services are provided. As a result of the Final Rules for Municipal Advisors put forth by the Securities and Exchange Commission ("SEC"), PFMSA was created in early 2014 as a separate operating entity to provide dedicated swap advisory services to municipal clients.

Today, PFM is the nation's leading provider of independent financial advisory services to states, local municipalities, higher-education, healthcare institutions (including Senior Living), and not-for-profit corporations by number and dollar value of transactions (Source: Thomson Reuters). The PFM Group is 100% owned by the firm's Managing Directors, who set the firm's strategic direction. **Managing Director James "Jay" Glover**, Engagement Manager for the City's relationship, is one of 85 Managing Directors within the organization.



As shown above, The PFM Group provides bond transaction, capital planning, and strategic consulting advice through PFM, a registered Municipal Advisor with the SEC and the Municipal Securities Rulemaking Board ("MSRB"). All services provided to the City will generate from our Orlando office location.

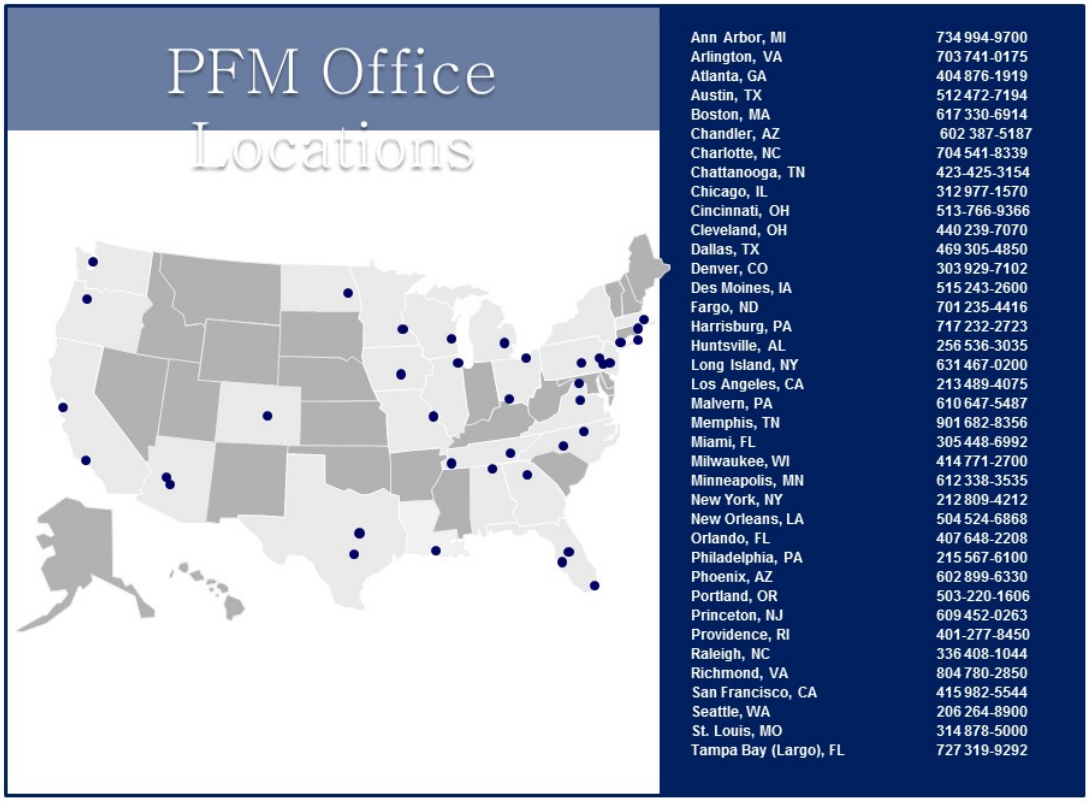
Tab 2. Experience and Expertise

Headquarter Location:
Two Logan Square, Suite 1600
18th & Arch Streets
Philadelphia, PA 19103
215-567-6100

Office Location Where Work will be Performed:
300 S Orange Avenue, Suite 1170
Orlando, FL 32801
407-406-5760

As indicated in the map below, PFM has professionals located in every region of the country. This proximity gives us a better understanding of the local issues affecting our clients, as well as providing the day-to-day contact needed to properly meet their needs.

One key to PFM's success in serving our clients is our ability to leverage our nationwide resources and collaborate broadly throughout the firm. New alternatives that have worked for one client also can apply to another client in a different region. PFM employees communicate daily across our offices and can access relevant information easily and in a timely manner. We combine our institutional knowledge as a national firm with lessons learned locally to inform our clients of best practices and applications of new techniques.



As of September 29, 2015.

Areas of Expertise

The PFM Group is organized around four primary areas, which are available to all our clients.[3]

- **Financial Advisory:** PFM engages in bond or loan transaction management; debt-portfolio optimization; capital planning; revenue forecasting and evaluation; resource allocation; and debt policy development, among other services.

[3] *PFM, PFMAM, and PFMSA services would be provided under separate agreements.*

- **Management and Budget Consulting:** PFM also delivers a broad range of services, including multi-year financial planning; consolidation and shared-services analysis; operational and program analysis; revenue maximization; fleet management; workforce analysis; and pension and other post-employment benefits ("OPEB") review and strategies.

- **Asset Management:** PFMAM provides liquidity analysis, identifies proper core investment fund levels, and helps clients seek to earn competitive returns on their operating and reserve funds. Additionally, PFMAM provides investment and retirement-plan consulting services to pension funds, endowments, and similar funds. PFMAM's Structured Products Group ("SPG") assists clients with structuring and restructuring advance refunding escrow portfolios, as well as the structuring and procurement of forward delivery agreements, guaranteed investment contracts, and flexible repurchase agreements.

- **Swap Advisory Services:** PFMSA professionals are dedicated to advising clients on obtaining interest rate swaps, caps, and collars in order to help manage exposure to interest rates; this group also advises clients on fuel-hedging strategies.

Additional Services

PFM believes that the most successful clients and the most effective governmental administrators are those who understand how we operate and know how to use PFM to add value to their operation. To this end, PFM offers a free, intensive, week-long training course for our clients that is held at our state-of-the-art training center in Philadelphia at least once a year, as well as throughout other regions of the country.

During this week, finance directors, treasurers, and other senior staff from our clients around the nation spend a full eight to 10 hours a day learning the intricacies of bond math, bond pricing, investment techniques, interest rate swaps, and arbitrage regulations. Occasionally, we expand this training to include on-site sessions for Boards of Directors or other policymakers so that they, too, can better understand the impact of their decisions.

Locally, PFMAM offers investment training seminars multiple times per year that are registered with the National Association of State Boards of Accountancy ("NASBA") as a sponsor of continuing professional education on the National Registry of Continuing Professional Education ("CPE") Sponsors. These seminars give clients the opportunity to fulfill their required CPE credits while staying apprised of the ever-evolving investment markets.

Tab 2. Experience and Expertise

National and Florida Experience

PFM's national reputation and consistent growth are evident in our ranking as the nation's top financial advisor in terms of number of transactions and par amount for 17 straight years, as shown on the chart to the right (source: Thomson Reuters).

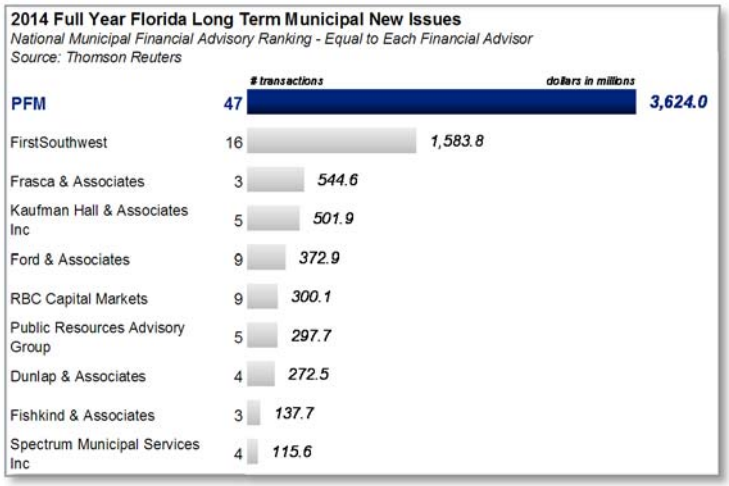
PFM also has consistently been the leading financial advisor in the State of Florida. A representative listing of our current Florida clients as of October 20, 2015 is provided on the following page (city clients highlighted by red box). In addition, the tables below show the number of transactions and par amount of deals completed in Florida, which have resulted in PFM being the #1 ranked financial advisor in Florida each year from 2001 to 2014 (source Thomson Reuters). A listing of transactions (broken down between publically offered bonds and direct placement bank loans) completed in Florida during 2014 and 2015 is provided **as Appendix A**.

PFM's First Place Ranking
Overall Long Term
1998 - 2014

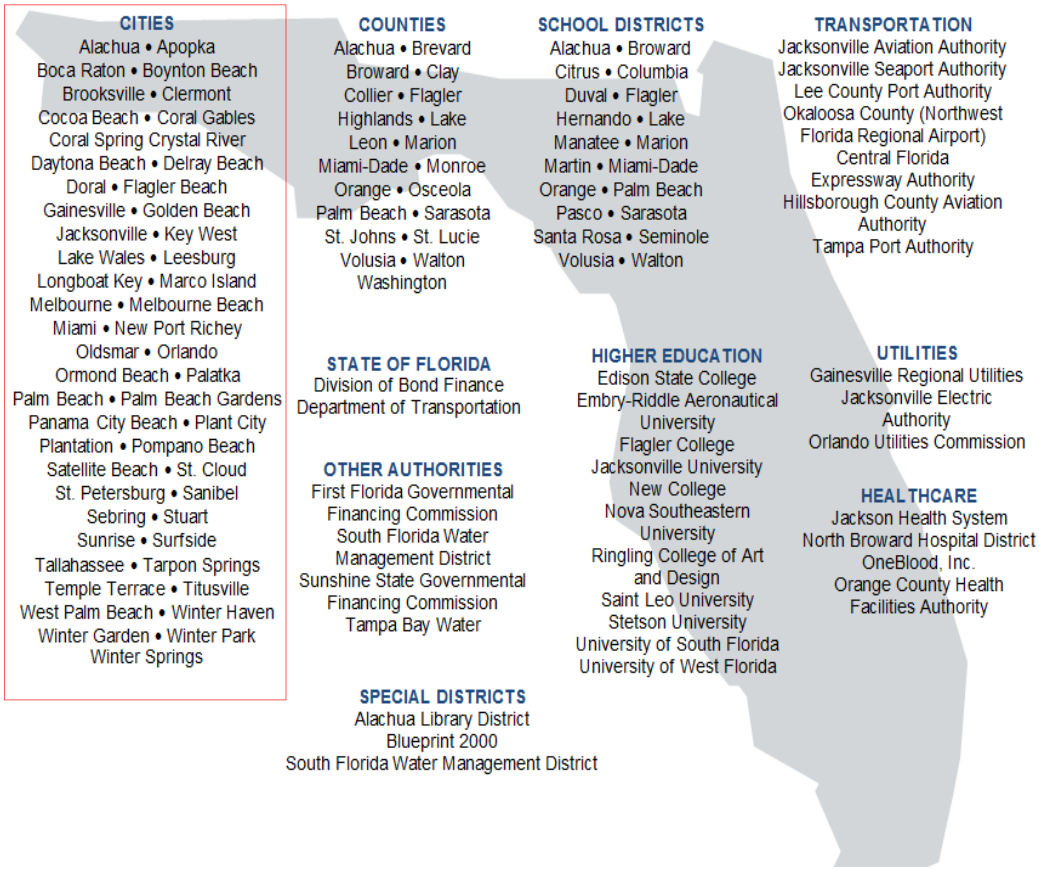
	Par Amount (millions)	# of Transactions
2014	48,570.2	783
2013	46,071.0	768
2012	56,923.5	902
2011	39,632.1	758
2010	63,542.1	1,055
2009	56,290.0	882
2008	49,102.0	814
2007	46,477.5	686
2006	38,165.9	741
2005	41,527.1	897
2004	34,862.9	814
2003	39,226.5	898
2002	36,706.3	861
2001	31,593.7	811
2000	18,743.7	511
1999	19,220.7	626
1998	27,146.8	841

PFM's First Place Ranking
Florida Tax-Exempt Long Term
2001 - 2014

	Par Amount (millions)	# of Transactions
2014	3,573.9	45
2013	2,561.2	38
2012	5,927.3	69
2011	3,184.2	40
2010	2,729.0	48
2009	3,438.0	46
2008	3,947.1	43
2007	4,960.4	61
2006	3,815.8	61
2005	4,101.5	66
2004	2,682.2	50
2003	4,525.0	84
2002	4,059.4	68
2001	2,227.0	40



Tab 2. Experience and Expertise



We feel that it is our unique blend of national presence, local understanding and commitment, and our ability to offer completely independent financial advice that truly sets us apart from our competitors. To better serve our clients, we continue to add to our resources despite the significant turmoil in the financial markets.

Tab 2. Experience and Expertise

PFM's Licenses and Registrations

PFM is a Pennsylvania corporation, licensed to do business in the State of Florida. Copies of PFM's charter authorization for the Commonwealth of Pennsylvania and license to do business in the State of Florida are provided in **Appendix B**.

As required by Dodd-Frank, PFM is registered as a municipal advisor under regulations issued by the SEC and MSRB:

Public Financial Management, Inc.
Securities and Exchange Commission
SEC File No: 867-00482

Municipal Securities Rulemaking Board
PFM's MSRB ID Number: K0204
Registration Type: Municipal Advisor.

Copies of PFM's SEC and MSRB registrations are provided in **Appendix C**.

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 and Bradstreet report as part of the Proposal.

As an ongoing and successful enterprise since 1975, PFM has the financial stability and economic capacity to fulfill the services sought by the City of Miramar.

The financial condition of PFM continues to be strong; as a profitable firm with access to capital we do not foresee an impediment to our continued success. Furthermore, due to the variety of our clients and depth of our expertise, we believe that PFM has a strong client base to ensure continued success. PFM is not, nor has been, subject to current or prior bankruptcy proceedings.

A copy of PFM's most current Dun & Bradstreet Report is located in **Tab 10.**

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, and receive copies on any agreements or contracts with the Subcontractors. Contractors and Subcontractors are expected to also act as fiduciaries of the City.

Fidelity Financial Services, L.C.

PFM will be working with Fidelity Financial Services, L.C. ("FFS"), which will act as subcontractor on this project. PFM has a long history of partnering with FFS on financial advisory projects in the South Florida area, including that of the City of Miramar.

FFS is a local, registered, independent municipal advisory and management consulting firm. FFS changed its corporate name from Fidelity Financial Services, Inc. on March 6, 1995, when the firm's structure was converted from a C Corporation to a Limited Liability Corporation.

Tab 2. Experience and Expertise

FFS advises clients in the area of municipal finance, and provides financial consulting and financial planning services. FFS is knowledgeable of current capital financing techniques and strategies, and has a strong background in fiscal policy matters, particularly as they relate to municipal units.

The experience and educational background of the firm include the areas of:

- Municipal Finance
- Accounting
- Underwriting / Investment Banking
- Financial Advisory Consulting
- Government Administration
- Taxation

The background of FFS enables the firm to provide advisory services in areas that extend beyond those normally provided by most municipal advisory firms. Because of the strong governmental background, FFS will be able to provide ongoing advice to help integrate the City's overall financial policy and capital improvement planning activities with the more routine aspects of managing its debt issuance process.

FFS is employee owned, and has no ownership or other business relationships with commercial banks, underwriters, or securities dealers. Therefore, we believe the City would obtain the highest standard of independence and objectivity.

FFS has a significant amount of experience regarding municipal finance and governmental operations. FFS specializes in providing the most effective financial advisory services to its clients. Each client is provided with an exemplary level of technical expertise with respect to the specific financing or refunding program under consideration, as well as an in-depth understanding of the client's particular circumstances and requirements. The overall coordinator and contact person for the City's engagement will be Managing Director Frank Hall Jr. In addition, Senior Consultant Timothy Turner will provide administrative support to Mr. Hall. Mr. Hall and Mr. Turner will ensure team members are available for meetings with appropriate officials and consultants, and will assign specific responsibilities for the services to be provided regarding the engagement.

FFS is incorporated in the State of Florida. Services to the City will be provided from the Fort Lauderdale office, its headquarters, of which the address and primary contact information is as follows:

Fidelity Financial Services, L.C.
547 N.W. 9th Avenue, #5
Fort Lauderdale, FL. 33311
FEIN Number: 65-0577624

Frank Hall, Jr.
954-839-7256 (Phone)
frankhalljr@ffslc.com

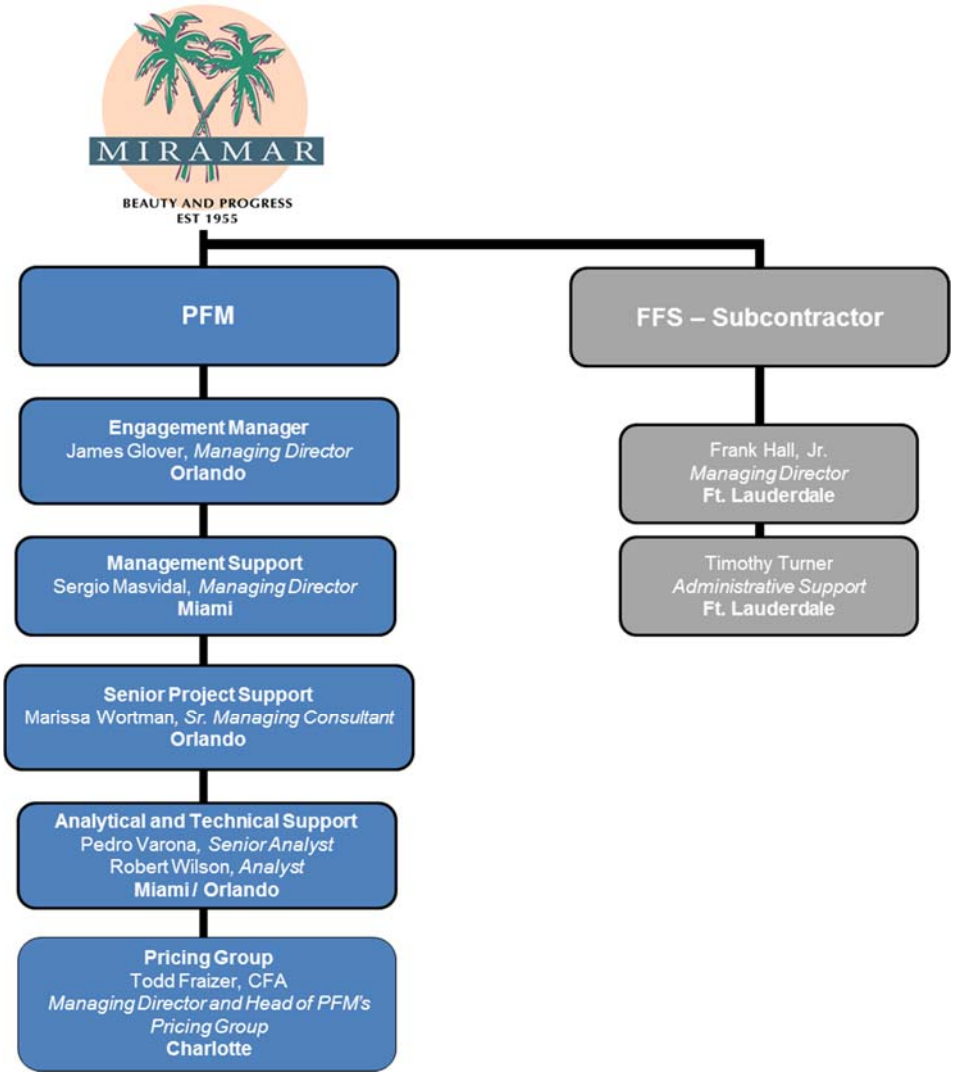
Tab 2. Experience and Expertise

FFS References

Issuer:	Contact Name:	Telephone:	Email:
School Board of Broward County, Florida	Ben Leong	754-321-1990	benjamin-leong@browardschools.com
City of Wilton Manors, Florida	Bob Mays	954-390-2129	bmays@wiltonmanors.com
Village of Royal Palm Beach, Florida	Stanley Hochman	561-790-5112	shochman@royalpalmbeach.com
City of Coconut Creek, Florida	Karen Brooks	954-973-6730	kbrooks@coconutcreek.net

4. Include names of representatives, professional/work background and qualifications, with titles and areas of expertise, who will be directly responsible for this Project.

5. Describe the expertise of your staff/contractors in performing the types of Services requested in this RFP.



Tab 2. Experience and Expertise

PFM Team

James "Jay" Glover, Managing Director in PFM's Orlando office, will serve as Engagement Manager and will be responsible for project management on a day-to-day basis. Mr. Glover specializes in Florida municipal finance for cities, counties, school districts, and a variety of authorities. Mr. Glover has managed more than $10 billion in financings over the last 15 years, making him part of a team of one of the most active financial advisors in Florida in terms of transactions and total par amount completed.

Sergio Masvidal, a Managing Director in PFM's Miami office, will provide project management support. Mr. Masvidal specializes in Florida municipal finance for cities, counties, and school districts. Mr. Masvidal has provided day-to-day project management services for many of the firm's Florida clients, managing more than $10 billion in the last 12 years.

Marissa Wortman, a Senior Managing Consultant in PFM's Orlando office, will serve as senior project support for the engagement, and will be the day-to-day contact along with Mr. Glover. Ms. Wortman specializes in Florida municipal finance for cities, counties, and school districts, and has more than $7 billion in financings over the last 12 years.

Pedro Varona, Senior Analyst in PFM's Miami office, and **Robert Wilson**, Analyst in PFM's Orlando office, will provide analytical and technical support for the City's engagement.

Subcontractor

Frank Hall, Jr., Managing Director of FFS, will provide overall responsibility for completion of engagement tasks. **Timothy Turner**, a Senior Consultant, will provide administrative support for this engagement.

Throughout this response, we have provide detailed information on the experience this team has in structuring, negotiating, and implementing the full range of financing options available to municipal issuers in today's market environment. We believe this expertise has resulted in PFM's clients obtaining the lowest-available cost of capital for their long-term capital funding plans.

PFM Team Resumes

James Glover
Managing Director
Florida Municipal Finance
Engagement Manager
15 Years with PFM
407-406-5760

James "Jay" Glover is a Managing Director in PFM's Orlando office and has taken an active role in working with clients on new money issuances, refunding, pooled financings, derivative products analyses, and innovative financing solutions.

The clients that Mr. Glover serves are located primarily in Florida and include cities, counties, school districts, and a variety of authorities. Mr. Glover's project finance experience includes water and sewer, economic development, transportation, education, public power, solid waste, and special assessment programs. Local governments for which Mr. Glover currently serves as project manager are the Cities of Marco Island, Melbourne, Titusville, Cocoa Beach, St. Petersburg, Gainesville, Boca Raton, Boynton Beach, Ormond Beach, Delray Beach, Coral Gables, and Winter Park; the Town of Palm Beach; the Counties of Brevard, Volusia, Sarasota, Orange, Marion, Flagler, St. Johns, and St. Lucie; the School Districts of Volusia County, Sarasota County, Palm Beach County, and Broward County; the First Florida Governmental Financing Commission; and the Sunshine State Governmental Financing Commission. In addition, Mr. Glover has led PFM's regional efforts in the evolving field of Property Assessed Clean Energy ("PACE") financing and has been engaged as financial advisor to the Florida PACE Funding Agency.

As a Managing Director, Mr. Glover is responsible for serving as project manager on financial advisory engagements and managing the entire financing process. He has extensive expertise in conducting competitive bond sales and negotiating pricings for both tax-exempt and taxable new money, and for refunding bond issues. In addition, Mr. Glover has been instrumental in supporting issuer's direct placement bank financings in the State of Florida over the last five years. Since joining PFM in 2000, Mr. Glover has served as project manager on more than 200 transactions with a total par amount of more than $10 billion.

In addition, Mr. Glover has worked with issuers such as the City of Boca Raton to help improve its water and sewer system ratings to AAA/Aaa/AAA — making it the highest-rated system in the country according to the rating agency.

Mr. Glover received a Bachelor of Science in Business Administration from the College of Charleston and a Master of Business Administration from the University of South Carolina.

Sergio Masvidal
Managing Director
Florida Municipal Finance Management Support
12 Years with PFM
786-671-7480

Sergio Masvidal is a Managing Director in PFM's Miami office, and has assumed an active role in providing technical financial advisory support to clients throughout Florida and the Southeast, with a primary focus in South Florida. Mr. Masvidal has been a member of one of the most active financial advisor teams in Florida in terms of both total par amount and number of transactions completed.

Mr. Masvidal actively has managed more than $10 billion of bond transactions, and his clients include a variety of cities, counties, special taxing districts, transportation authorities, and utilities. One of these clients is Miami-Dade County (the "County"), where he assists the County with its multi-billion dollar General Obligation ("GO") Bond Program, and various general credits and special tax liens. In serving the County, Mr. Masvidal acts as the project manager for new money, refunding, tax-exempt, and taxable financings. A few of the projects Mr. Masvidal has managed for the County include a $345 million refunding issue for the water and sewer department that resulted in approximately $25 million of net present value savings, or $1.8 million annually for the department; a $320 million new money bond issue comprising five separate series that included tax-exempt/taxable and new money/refunding bonds; and three simultaneous debt restructurings during the height of the recent financial crisis that converted the County's outstanding auction rate bonds within a period of one month.

In his role as project manager, Mr. Masvidal devotes a significant amount of time to working with cities in South Florida, as well as new and/or infrequent issuers to develop long-term capital financing strategies. Part of this process includes a comprehensive evaluation of available security pledges, budgetary constraints, and development of credit ratings. Recent examples of pertinent work with cities include Mr. Masvidal's support of a competitive loan negotiation for the City of West Palm Beach (the "City"), in which the City was able to negotiate successfully to avoid a significant pre-payment penalty while restructuring the loan and achieving a lower interest cost. Another example is his working with the City of Pompano Beach in order to implement a first-time financing for its Community Redevelopment Agency ("CRA") while protecting its general fund from project risk. That financing included three loan components made up of tax-exempt and taxable bonds, including a latent option (City option) to issue tax-exempt or taxable bonds, depending on the final agreement with the private developer.

Mr. Masvidal also assists other municipalities and special taxing entities with long-term capital planning and debt structuring/execution. Furthermore, Mr. Masvidal provides financial advisory services to additional Florida clients, including the Cities of Coral Gables, West Palm Beach, Doral, and Pompano Beach; Collier County CRA; Pompano Beach CRA; the Miami-Dade County School District; South Florida Water Management District; Collier County; and Monroe County, among others.

As a member of PFM's financial advisory group, Mr. Masvidal has responsibility for providing analytical and technical support to his clients. These responsibilities include managing all aspects of bond transactions, including sizing bond transactions, developing capital improvement program ("CIP") spreadsheet models, and performing refunding analyses. Mr. Masvidal is a member of PFM's internal team specializing in P3 agreement structuring.

Mr. Masvidal graduated from Muhlenberg College, where he earned his Bachelor of Arts in Psychology

Marissa Wortman
Senior Managing Consultant
Florida Municipal Finance
Project Manager
10 Years with PFM
407-406-5780

Marissa Wortman is a Senior Managing Consultant with PFM's Orlando office. As such, Ms. Wortman is responsible for providing project management and analytical and technical support to the financial advisory group, including sizing bond transactions; performing refunding analyses; reviewing legal documents; preparing and maintaining disclosure documentation; overseeing the rating process; preparing terms and conditions of sales; creating models for quantitative analysis; and analyzing market conditions. She has executed both negotiated and competitive bond transactions, structured both tax-exempt and taxable new money, and executed refunding financings for her clients.

Prior to joining PFM, Ms. Wortman worked at a regional investment bank where she served as support banker in numerous underwriting and financial advisory financings, investment programs, and competitively bid bond issues.

Ms. Wortman has worked with Florida clients such as the Cities of Jacksonville, Miami, New Port Richey, Sebring, Lake Wales, Clermont, Panama City, Oviedo, and Apopka; the Counties of Broward, Orange, Seminole, Bay, Volusia, and Escambia; the School District of Martin County; the Clay County Utility Authority; Jacksonville Port Authority; Jacksonville Aviation Authority; Rollins College; Ringling College of Art and Design; and Stetson University. She has participated in the completion of short-term and long-term financings exceeding $7 billion in par issuance.

Ms. Wortman received her Bachelor of Science in Business Administration (summa cum laude) from the University of Central Florida.

Pedro Varona
Senior Analyst
Florida Municipal Finance
Analytical/Technical Support
3 Years with PFM
786-671-7481

Pedro Varona joined PFM in 2012 and is staffed in the Miami office. Mr. Varona works in the general financial advisory sector, providing technical and quantitative support for various clients. His present duties include structuring, sizing, pricing new money, and refunding municipal bond issues. He also is involved in assessing municipal issuer's outstanding debt and in performing analysis of refunding opportunities.

Mr. Varona graduated from the University of Florida with a Master of Arts in International Business, as well as a Bachelor of Science in Economics.

Robert Wilson
Analyst
Florida Municipal Finance
Analytical/Technical Support
>1 Year with PFM
407-406-5768

Robert Wilson joined PFM in 2015 and is staffed in the Orlando office. Mr. Wilson works in the general financial advisory sector, providing technical and quantitative support for various clients. His present duties include structuring, sizing, pricing new money, and refunding municipal bond issues. He also is involved in assessing municipal issuer's outstanding debt and in performing analysis of refunding opportunities.

Mr. Wilson graduated from the University of Florida with a Master of Science in Management, as well as a Bachelor of Arts in Political Science.

Frank Hall, Jr., CPA
Managing Director
FFS Engagement Manager
954-839-7256

Frank Hall, Jr., CPA, FFS Managing Director, has a background and credentials that reflect more than 30 years of experience in public and private finance. As a former municipal finance director and Broward County's director of accounting, Mr. Hall has worked on major projects, including water and sewer; capital improvements; surface transportation; airports; GO bonds; special assessments; special obligation; gas tax; revenue anticipation notes; lease/purchase transactions; and bank financings. Mr. Hall has been involved in financings totaling more than $33 billion.

Prior to serving as a key financial and administrative officer in the public sector, Mr. Hall, a Certified Public Accountant ("CPA"), worked as a senior auditor for a "Big Six" accounting firm. During his tenure with the firm, he served as the senior in charge of financial audits of governmental units located in South Florida.

Mr. Hall joined a San Francisco-based investment banking firm following 13 successful years in government. As an investment banker, Mr. Hall — who was a managing director — participated in numerous transactions, including general bond issues, revenue bond issues, certificates of participation, leases, and bank financings for municipalities, counties, school districts, state agencies, housing authorities, seaports, airports, transit agencies, and special taxing authorities.

Two of Mr. Hall's career accomplishments involve assisting in bringing to a successful close the debt financing for two of the largest bond financed projects in Broward County's history: the $262 million dollar airport expansion revenue project and the $521 million resource recovery project.

After passage of legislation in the State of Florida allowing local government agencies to join together for the purpose of raising funds for capital improvements, Mr. Hall assisted in bringing the First Florida Financing Commission bond pool to closure. This was the first government pool organized in the State of Florida.

Mr. Hall has a Bachelor of Science in Accounting from Florida State University.

Tab 2. Experience and Expertise

Response to Section 3.5

In response to Section 3.5 Management and Personnel of the RFP, PFM submits the following in regard to litigation. All other questions in Section 3.5 have been addressed throughout our proposal.

Provide a detailed description of the nature and status of any pending or completed litigation, claims made, investigations and or sanctions by the SEC or MSRB, contract disputes or defaults and liens arising in regard to your company's performance of any services or current or former members of your firm arising (during the tenure at your firm) within the last three years prior to the Due Date of this RFP. If Subcontractors or Subconsultants are utilized, provide similar information for the Subcontractors/Subconsultants.

Public Financial Management, Inc. and an affiliate (collectively "PFM") were joined as "4th party defendants" in a lawsuit initiated by a school district against its swap counterparty for declarative relief that the swap was unenforceable. The swap counterparty joined the school district's bond counsel as a defendant, and bond counsel then joined PFM, claiming that if counsel were to be liable for any damages, it would be entitled to contribution from PFM. This suit was settled in early 2013; PFM contributed less than 1% of the amounts agreed in settlement.

FFS is not, nor ever has been, in any current or past pending or completed litigations, claims made, investigations, and or sanctions by the SEC or MSRB, contract disputes, or defaults and liens arising in regard to the company's performance of any services or current or former members of the firm arising within the last three years.

Tab 3. Resources and Methodology

Tab 3. Resources and Methodology

1. Adequacy of amount of quality resources assigned to the Project.

PFM's Resources

The PFM Group is one of the largest independent financial advisory and investment advisory firms in the country. We provide our clients with what we believe to be the most comprehensive services in the industry; our clients have access to a vast array of quality resources within the PFM Group of companies if needed. A list of those resources is shown below.

The PFM Group's Scope of Services

Public Financial Management, Inc.

Debt Transaction Management
- Financing Schedule
- Financing Alternatives
- Bond Documents
- Debt Structuring and Products
- Financing Terms
- Bond Pricing
- Financing Team Selection
- Credit Rating Presentation
- Negotiated vs. Competitive Closing

Management and Budget Consulting
- Multi Year Budget Development
- Competitive Contracting
- Benchmarking
- Performance Management
- Targeted Budgeting
- Securitization of Delinquent Assets
- Revenue Enhancement
- Strategic Municipal Consulting
- Lease Negotiation

Financial and Capital Planning
- Pro Forma Cash Flow
- Long Term Debt Management Plans
- Long Term Credit Strategies
- Debt Capacity
- Debt Policy Development

Public Private Partnerships
- Program Development
- Feasibility and Valuation
- Preliminary Market Outreach
- Preferred Contact Structure
- Procurement Design
- RFQ Process
- RFP Process
- Best and Final Offer and Negotiation

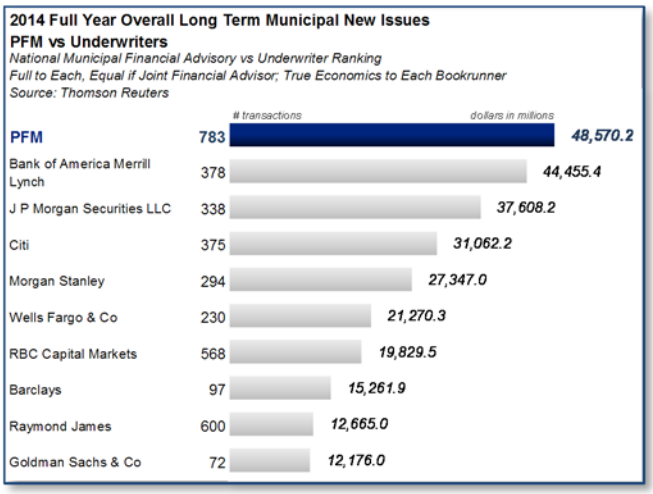
PFM Asset Management LLC
- Investment Alternatives
- Cash Management
- Policy Development
- Cash Flow Forecasting
- Competitive Bidding Services
- Bond Proceeds Reinvestment
- Refunding Escrows
- Fixed Income Portfolio Management
- Accounting / Recordkeeping Services
- Structured Investment Products
- Arbitrage Rebate

PFM Swap Advisors LLC
- Swap and Derivatives Policy Development
- Transaction Review and Risk Analysis
- Structuring Advice
- Board or Rating Agency Education
- Provider Identification
- Documentation Review
- Tax and Accounting Advice
- Pricing and Execution (Competitive Bid or Negotiated)
- Fair Market Opinions
- Portfolio Monitoring and Surveillance
- Qualified Independent Representative

The PFM Group of companies includes Public Financial Management, Inc. (PFM), a registered municipal advisor with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) under the Dodd-Frank Act of 2010. PFM Asset Management LLC (PFMAM), part of the PFM Group of companies, is registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940. PFM Swap Advisors LLC (PFMSA) is registered with the SEC and MSRB as a municipal advisor and is registered as a Commodity Trading Advisor with the Commodity Futures Trading Commission.

Depending on the complexity of the project, PFM has sector experts who provide their industry knowledge and expertise where needed. For instance, during the pricing of the City of Miramar's Capital Improvement Refunding Bonds, PFM used the resources of our Pricing Group to ensure the City received the best available execution and pricing level on its bonds.

Below is a brief overview of our pricing and quantitative strategies resources:



Pricing Group

PFM offers the City a unique blend of Wall Street knowledge, technical resources, and an independent, local fiduciary perspective. As indicated in the chart to the right, PFM is the most active financial advisor in the country, and is a more frequent market participant than even the largest investment banking firms. In 2014, PFM assisted clients with 783 debt issues with a total par amount in excess of $48 billion.

One of PFM's greatest strengths is our in-house Pricing Group: a dedicated group of advisory professionals whose job is to follow primary and secondary municipal market activity and to interact with the underwriters' desks on behalf of our issuing clients. The group is located in our Charlotte, North Carolina office.

Although PFM is a financial advisor and not an underwriter, PFM's advisory volume exceeds the volume of the top underwriters in the municipal industry. We are in the market on behalf of our clients an average of three times a day, and this constant presence gives us significant advantage over other firms when it comes to bond pricing. Our size and market presence gives PFM the knowledge of a major investment bank with the independence of a financial advisor. The sole responsibility of our Pricing Group is to provide our clients with the analytics, market knowledge, and insight to obtain the best-available interest cost for their transactions.

PFM's dedicated team of pricing professionals provides clients throughout the country with centralized access to market information and trends, including coupon structures, call option valuation, and spread relationships—this helps ensure that our clients receive the best possible pricing for their bonds given current market conditions. Furthermore, the Pricing Group's constant presence in the municipal bond pricing process helps foster professional peer-to-peer relationships with underwriting desks, as well as a better understanding of the internal workings of the underwriting process at the underwriters.

PFM couples this market knowledge with our own proprietary analytical pricing tools (e.g., Option Adjusted Spread analysis) to develop our own pricing targets, independent of and before the presentation of the underwriting team's consensus scale. Whether a negotiated or competitive sale, PFM's role simply is to assist to seek the best results available. This includes structuring, marketing, and pricing a transaction. Regardless of the choice of a negotiated or competitive sale, we will run the numbers and prepare the sensitivity analyses necessary so that the City has an independent evaluation of the pricing.

Quantitative Strategies Group ("QSG")

PFM has a dedicated Quantitative Strategies Group ("QSG") that serves as in-house "problem-solvers" for challenges faced by our offices and clients throughout the country.

QSG is made up of professionals committed to developing proactive strategies and tools for all of PFM's business practices. In addition to their roles as modeling experts and training coordinators, members of QSG develop customized solutions to meet each of our client's unique quantitative needs. We provide services that address the full scope of strategic and operational considerations, from capital financing approaches to strategic planning and budgeting, to investment-management tactics. Our models in financial risk management, structural optimization, refunding efficiency, forward pricing, other post-employment benefits ("OPEB"), and budget projection assist us in achieving these objectives.

While QSG originally was created to serve as an internal resource, we have found that the group offers unique value, talents, and services to our clients that are not readily available from other firms.

In addition to providing ongoing support to PFM's local and regional offices, QSG also constantly monitors the municipal market for new and emerging products and strategies that PFM could develop and use for our clients. To further improve the accuracy and breadth of our leading quantitative resources, QSG maintains direct access to Bloomberg, Thomson Financial, Securities Data Corporation, Municipal Market Advisors, and other information services.

Credit Analysis

One of the main tasks of the City's financial advisor is to work with the City to obtain, maintain, or improve its credit ratings. As a result of our experience advising hundreds of clients each year on the issuance of tax-exempt securities for a wide range of purposes, PFM has developed a clear understanding of the analytical methods utilized by Moody's, S&P, and Fitch Ratings ("Fitch"). Our professional staff is trained to conduct in-depth credit analyses comparable to the rating agencies, so that both credit strengths and weaknesses can be identified by the issuer prior to the presentation of materials to rating analysts. This experience has been utilized effectively to improve the credit ratings assigned to communities across the nation, as well as to maintain credit ratings during the recent economic turmoil.

Since the onset of the financial crisis, the credit rating process has taken on greater importance, as each rating agency has revised its rating criteria to reduce the emphasis on certain factors and increase it on others. As shown below, Moody's has reduced the weighting on the Economy/Tax Base factor and increased the weighting on Debt/Pensions.

Factor 1 Economy/Tax Base	Factor 2 Finances	Factor 3 Management	Factor 4 Debt/Pensions
30%	30%	20%	20%
Was 40%	Unchanged	Unchanged	Was 10%

Within each category listed above, there also are sub-factors that are taken into consideration, as outlined on below. We have worked closely with the rating agencies to understand fully their concerns and methodologies. Our experience will help us work with City staff to design the City's presentation, and also to address specifically each agency's questions in a meaningful way. In addition, we maintain close, personal contact with staff members at the rating agencies to learn their views on debt covenants, innovative financing techniques, and unusual debt structures.

PFM's position as a market leader led the rating agencies to consult with us as they developed the new criteria. The relationship PFM has cultivated with the rating agencies, as well as our understanding of their processes, are of significant importance to our clients in today's volatile market place. The investor community now places more emphasis on an issuer's underlying credit ratings when making an investment decision, and thus obtaining the highest underlying rating is imperative. No longer can an issuer of municipal bonds rely on the bond insurance companies to provide them with the AAA credit strength.

Factors & Sub-Factors	Weights
Factor 1: Economy/Tax Base	**30%**
Full Value (market value of taxable property)	10%
Full Value per Capita	10%
Median Family Income	10%
Factor 2: Finances	**30%**
Fund Balance as % of Operating Revenue	10%
5-Year Dollar Change in Fund Balance as % of Revenues	5%
Cash Balance as % of Revenues	10%
5-Year Dollar Change in Cash Balance as % of Revenues	5%
Factor 3: Management	**20%**
Institutional Framework	10%
Operating History: 5-Year Average of Operating Revenues / Operating Expenditures	10%
Factor 4: Debt/Pensions	**20%**
Net Direct Debt / Full Value	5%
Net Direct Debt / Operating Revenue	5%
3-Year Average of Moody's Adjusted Net Pension Liability / Full Value	5%
3-Year Average of Moody's Adjusted Net Pension Liability / Operating Revenues	5%

Tab 3. Resources and Methodology

Provided below is the Moody's GO Rating Scorecard analysis that PFM has prepared for the City of Miramar using information garnered from the 2014 Comprehensive Annual Financial Report ("CAFR"), which provides a clear picture of credit strengths and weaknesses. As shown below, and noted in recent rating agency reports, the noted credit weakness is recent drawdowns to fund balance, mainly related to subsidizing underperforming enterprise funds (Cultural Arts and Early Childhood Fund). This is offset by strong economy, growing tax base and affordable debt burden. However, the numbers below do not always present the full picture; while the scorecard is a good starting point for understanding the overall credit profile, other factors also contribute to the final rating decision. For instance, the rating agencies note the strong management conditions with vigorous and well-embedded financial practices. For these reasons, the scorecard criteria allow for adjustments to be made at the discretion of the rating committee before the final rating is assigned. It is likely that future rating reviews will be focused on management's ability to manage increasing fixed costs related to debt service and pensions and the ability to restore structural balance (recurring revenues matching recurring expenses).

			Score	0.50 - 1.49	1.50 - 2.49	2.50 - 3.49	3.50 - 4.49	4.50 - 5.49	5.50 - 6.50			
Moody's Rating Scorecard - City of Miramar, FL												
		Value	**Score**	**Aaa**	**Aa**	**A**	**Baa**	**Ba**	**B and Below**	**Weight**	**Implied Rate**	**Rating Factor**
Economy/Tax Base (30%)												
Economy/Tax Base	Tax Base Size: Full Value ($ million)	9,500	1.74	> $12B	$12B ≥ n > $1.4B	$1.4B ≥ n > $240M	$240M ≥ n > $120M	$120M ≥ n > $60M	≤ $60M	10%	Aa1	0.17
	Tax Base Per Capita	73,969	2.39	> $150,000	$150,000 ≥ n > $65,000	$65,000 ≥ n > $35,000	$35,000 ≥ n > $20,000	$20,000 ≥ n > $10,000	≤ $10,000	10%	Aa3	0.24
	Median Family Income as % of US Median	107.00%	2.22	> 150% of US median	150% to 90% of US median	90% to 75% of US median	75% to 50% of US median	50% to 40% of US median	≤ 40% of US median	10%	Aa3	0.22
Finances (30%)												
Finances	Fund Balance as % of Revenues	22.07%	2.03	> 30.0%	30.0% ≥ n > 15.0%	15.0% ≥ n > 5.0%	5.0% ≥ n > 0.0%	0.0% ≥ n > -2.5%	≤ -2.5%	10%	Aa2	0.20
	5-Year Dollar Change in Fund Balance as % of Revenues	-16.9%	5.37	> 25.0%	25.0% ≥ n > 10.0%	10.0% ≥ n > 0.0%	0.0% ≥ n > -10.0%	-10.0% ≥ n > -18.0%	≤ -18.0%	5%	Ba3	0.27
	Cash Balance as % of Revenues	21.09%	1.76	> 25.0%	25.0% ≥ n > 10.0%	10.0% ≥ n > 5.0%	5.0% ≥ n > 0.0%	0.0% ≥ n > -2.5%	≤ -2.5%	10%	Aa1	0.18
	5-Year Dollar Change in Cash Balance as % of Revenues	10.44%	2.47	> 25.0%	25.0% ≥ n > 10.0%	10.0% ≥ n > 0.0%	0.0% ≥ n > -10.0%	-10.0% ≥ n > -18.0%	≤ -18.0%	5%	Aa3	0.12
Management (20%)												
Management	Institutional Framework (Legal ability to match resources with spending)	A	3.00	Very Strong	Strong	Moderate	Limited	Poor	Very Poor	10%	A2	0.30
	Operating History: 5-Year Average of Operating Revenues / Operating Expenditures	1.05x	1.50	> 1.05x	1.05x ≥ n > 1.02x	1.02x ≥ n > 0.98x	0.98x ≥ n > 0.95x	0.95x ≥ n > 0.92x	≤ 0.92x	10%	Aa1	0.15
Debt/Pensions (20%)												
Debt and Pensions	Net Direct Debt / Full Value	1.65%	2.63	< 0.75%	0.75% ≤ n < 1.75%	1.75% ≤ n < 4.00%	4.00% ≤ n < 10.00%	10.00% ≤ n < 15.00%	≥ 15.00%	5%	A1	0.13
	Net Direct Debt / Operating Revenues	1.39x	2.81	< 0.33x	0.33x ≤ n < 0.67x	0.67x ≤ n < 3.00x	3.00x ≤ n < 5.00x	5.00x ≤ n < 7.00x	≥ 7.00x	5%	A1	0.14
	3-Year Average of Moody's Adjusted Net Pension Liability / Full Value	0.79%	1.98	< 0.90%	0.90% ≤ n < 2.10%	2.10% ≤ n < 4.80%	4.80% ≤ n < 12.00%	12.00% ≤ n < 18.00%	≥ 18.00%	5%	Aa2	0.10
	3-Year Average of Moody's Adjusted Net Pension Liability / Operating Revenues	1.63x	2.58	< 0.40x	0.40x ≤ n < 0.80x	0.80x ≤ n < 3.60x	3.60x ≤ n < 6.00x	6.00x ≤ n < 8.40x	≥ 8.40x	5%	A1	0.13
Total (100%)										**100%**	**Aa3**	**2.36**

For illustrative purposes only.

Refunding Opportunity

In an effort to present a comprehensive, yet simple to understand, analysis of all historical and current debt, PFM has refined a process that has become known as "debt profiling." The model is used to track our clients' debt portfolios, and to identify and evaluate various refunding opportunities. PFM's debt profiles are easy to use and custom-built for each client. In addition to a standard debt service graph, the debt profile also produces a debt schematic, a detailed series report for each financing, and a summary of outstanding debt table. As the City incurs additional debt and restructures/refinances existing debt, we would update the debt profile to reflect those changes.

Our proactive approach to debt monitoring reduces the likelihood that our clients miss market opportunities and consistently produces significant reductions in interest expense. PFM's recommended savings threshold for a refunding varies depending on the type of refunding structure used (i.e., current refunding, advance

refunding, or forward refunding), the risks inherent in the proposed refunding issue, and client preference. Our clients' debt policies often require a minimum of 3% net present value savings for advance refundings and a minimum percentage of savings for each maturity. PFM typically recommends higher savings thresholds for forward delivery or other alternative structures, and may recommend lower savings thresholds for current refundings with short durations.

PFM has analyzed an advance refunding of the City's Utility System Improvement Revenue Bonds, Series 2007 that have an initial call date of October 1, 2016. As shown in the table below, a refunding of these bonds would generate almost $2.9 million of net present value debt service savings or 7.26% of the refunded bonds par amount based on market conditions as of October 14, 2015. This level of savings is well in excess of the minimum target that most entities set to move forward with a refunding. Therefore, one of the first tasks that our team would undertake upon being engaged by the City would be to develop a timeline for moving forward with the refunding in an expeditious manner in order to take advantage of the current favorable market conditions.

City of Miramar, Florida - Refunding Opportunity

Market Conditions as of October 14, 2015	Series 2007 Utility Refunding
Structure	Level Savings
Dated / Delivery Date	February 1, 2016
Refunding Maturities	2017-2037
Total Par Amount Refunded ($)	39,835,000
All-in-TIC (%)	3.66%
Gross Savings ($)	4,064,785
Net PV Savings ($)	2,891,049
Net PV Savings (%)	7.26%

2. Overall approach to Project.

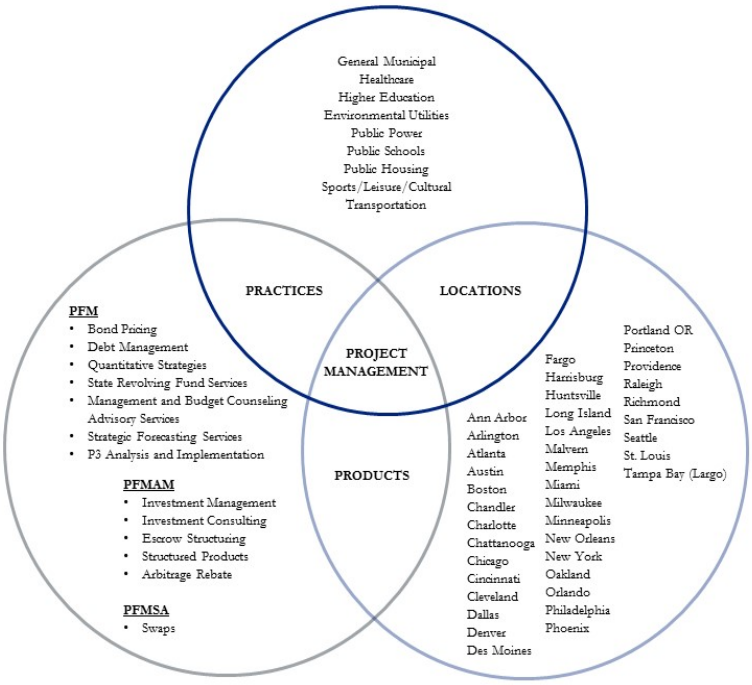
At PFM, we believe that as a financial advisor, we should play an active part in designing and executing the financing strategies of our clients. We see ourselves as both the client's partner and agent in helping to achieve their specific goals. Our job is to make the City aware of suitable options at its disposal and their potential outcomes, and our goal is to provide the City with the tools it needs to craft a financing strategy that will: a) lead to the lowest-available cost of borrowing; b) be consistent with the City's broader policy and financial objectives; and c) fit with existing policies. We provide a forum for ideas, an environment for testing conventional wisdom, and a platform for forging performance-improving strategies. Most importantly, we will help manage the process and execute the transactions.

When serving as financial advisor, PFM takes an all-encompassing approach, ensuring that our clients' best interests are taken into account during each step of the bond issuance process. This begins with the creation of a team that consists of the optimal group of professionals who work all the way through post-issuance compliance on an ongoing basis. Within this section we provide a detailed description of this approach and how it benefits each of our clients.

Tab 3. Resources and Methodology

Creating the Optimal Team

PFM's flexible project-oriented approach to staffing engagements enables us to bring the proper mix of resources and experience to a client's issue or transaction. This may mean bringing together several members of the same advisory practice or it may entail organizing a team from several different practices and offices. Our specialized project teams ensure that our clients receive complete and thorough advice directly from the PFM professionals most appropriate for their particular needs. This approach fosters creativity and innovation between PFM professionals and clients.



First, we designate specific team roles and responsibilities. Second, we marry these roles according to professional expertise needed to meet the scope of services. The core team proposed to serve the City is built upon a foundation of senior professionals located in our Orlando and Miami offices. These individuals advise regional issuers and jurisdictions within the State of Florida. Together, they offer a mix of expertise in Florida public finance and the professional skills needed to advise a client such as the City.

This team is equipped to advise the City regarding any type of transaction, sold both on a competitive and negotiated basis, for long-term bonds, short-term notes, and along the entire credit spectrum.

Plan of Finance Development

The development of the most cost-effective financing plan — as outlined in the table below — is a key strength of PFM. Throughout the course of the financing process, PFM will compile a set of the City's unique attributes that we believe will prove valuable in our negotiation with other market players for the best-available terms for the City.

Plan of Finance	
Action	**Objective(s)**
1. Develop Financing and Debt Objectives	▪ Ensure consistency with formal written debt policies and procedures. ▪ Set parameters for measuring and making specific financing decisions. ▪ Demonstrate sophisticated financial management.
2. Prepare a Debt Profile	▪ Update comprehensive review of all outstanding indebtedness. ▪ Identify cost savings and other beneficial debt strategies.
3. Review Legal Structure	▪ Provide comprehensive review of bonding authority and bond covenants. ▪ Identify opportunities for financing flexibility within credit constraints.
4. Analyze Future Debt Capacity	▪ Determine ability to raise future debt capital. ▪ Identify rating concerns and/or opportunities.
5. Review Capital Budget	▪ Ensure a complete understanding of all anticipated capital needs in this changing plan. ▪ Match sources of capital funding to infrastructure needs.

6. Identify Financing Alternatives	▪ Inform issuer of pros and cons of different financing techniques. ▪ Outline potential financing strategies relevant to specific project.
7. Develop Final Financial Plan	▪ Document all policies, processes, alternatives, and results. ▪ Formally recommend optimal financing plan and solution.

Transaction Management Process

As the plan of finance is refined, PFM will begin to lead the financing team through the transaction management process, as outlined in the table below:

Transaction Management	
Action	**Objective(s)**
1. Develop and Monitor Financing Schedule	▪ Serve as a plan for timely completion of financing.
2. Analyze Debt Structure Alternatives	▪ Design a debt structure that maximizes market interest and future financing flexibility while consistent with debt policy.
3. Review Existing Debt Structure	▪ Identify strengths/weaknesses so that future debt issues can be structured to maximize ability to finance future capital needs.
4. Recommend Negotiated or Competitive Sale	▪ Tailor debt issue to the most efficient way to market debt and maximize investor interest/minimize interest cost.
5. Assist Issuer with Selection of Working Group Members	▪ Select team that can most effectively bring the issue to market.
6. Develop Terms of Financing	▪ Ensure credit quality and present terms are attractive to investors in order to create broad-based interest in the debt. ▪ Maximize future flexibility.
7. Develop Financing Documents	▪ Assure issuer that all contractual and business terms are reviewed from the issuer's perspective.
8. Develop Marketing Plan	▪ Coordinate institutional investor "road show" and/or enhanced bond-issue advertising. ▪ Maximize underwriter and investor interest in securities.
9. Develop Rating Presentation	▪ Obtain highest-possible credit rating for debt issue. ▪ Formulate and implement long-term credit rating strategy.
10. Assist with Sale of Bonds and Evaluate Transaction	▪ Assure lowest interest rate for given market. ▪ Provide written documentation of acceptability of bond sale. ▪ Complete pricing analysis.
11. Assist with Bond Closing	▪ Assure complete compliance with all market and regulatory requirements.

Tab 3. Resources and Methodology

The timetable below outlines an example of the steps employed by PFM to facilitate the sale and marketing of a current public offering of debt. PFM serves as the quarterback of the financing team and coordinates the entire process. The value added by PFM during each phase of the transaction seeks to result in the City achieving the lowest overall borrowing cost available.

As PFM works with the City's team to develop a plan of finance and then move forward with a financing strategy, there are several key elements that are considered. Of significant importance is the time that goes into the preparation of documents to meet needs of both policy and credit structure. As documents are prepared for a public debt offering, City staff and PFM will work together to ensure the initial ratings (and insurer) package is complete and provides sufficient detail regarding the credit strength, project significance, and management strengths to garner the highest possible credit rating that is warranted. A similar approach exists for bank loans, but the credit process is specific to each potential bank instead of an offering document that is required for a bond transaction. Timing of the bond sale will incorporate consideration for the primary issuance debt calendar, planned release of economic data, and general interest rate levels. If the City is issuing refunding bonds, PFM will assist the City in the implementation of the optimal escrow structuring strategy (highest yield on escrow investments net of costs, to increase realized savings), and time the funding of the escrow to reduce negative arbitrage without a pricing penalty.

PALM BEACH COUNTY, FLORIDA
SERIES 2015 PUBLIC IMPROVEMENT REFUNDING BONDS

Preliminary Financing Schedule as of July 21, 2015

Date*	Event	Responsibility
November 25	Distribute 1st Draft of Resolution	BC
December 1	Comments due on Resolution	All
December 2	Distribute RFP for Verification Agent	FA
December 4	Select Verification Agent	FA
December 3	Distribute Timeline / Distribution List	FA
December 9	Distribute 1st Draft of Escrow Deposit Agreement (EDA) and NOS	BC
December 15	Distribute 2nd Draft of Resolution, NOS and EDA	BC
December 16	Circulate first draft of POS	DC
December 29	Distribute Final Version of Resolution	BC
December 29	Agenda Deadline – Agenda Package for BCC Meeting	All
January 8	Distribute credit package to Rating Agencies	FA
Week of Jan 12	**Rating Agency Calls**	**All**
January 13	**BCC Meeting – Approve Bond Resolution**	**PBC**
January 21	Finalize POS/NOS	All
January 26	Receive Ratings	PBC
January 27	Publish SNOS in Bond Buyer	BC
February 2	Send POS to Printer – Post, Print and Mail POS	DC
February 10*	**Competitive Sale**	**All**
February 13	Finalize Official Statement and send to printer	DC
February 26	Distribute Draft Closing Memo	FA

* Assumes POS posted by February 2

Legend

PBC	Issuer – *Palm Beach County*
BC	Bond Counsel – *Bryant Miller Olive*
DC	Disclosure Counsel – *Nabors Giblin Nickerson*
FA	Financial Advisor – *Spectrum Municipal Services, Inc./ Public Financial Management, Inc.*
UW	Underwriter– *TBD*

For illustrative purposes only.

Tab 3. Resources and Methodology

If a bank loan financing is deemed optimal, PFM will work with City staff to support scheduling the RFP release and approval/closing dates to optimize the financing's attractiveness to potential bidders, and to allow for multiple terms and conditions to be evaluated. In the selection and approval process, PFM will outline clearly the risks and benefits of the different financing options proposed, and make a recommendation based on what alternative best meets the City's objectives.

Post-Issuance Reporting/Compliance and Ongoing Debt Monitoring

After each transaction, PFM customarily prepares a financial advisory memorandum, providing clients with a summary of the transaction, including the financial alternatives considered, the financial impact of the transaction, and a comparison to similar deals that priced within the same timeframe. Part of this post-sale analysis includes detailed information regarding the pricing performance of the bond sale. This detailed analysis includes a review of the City's prior transactions, other transactions in the market that priced within the same timeframe, and a summary of the pricing in comparison to the pricing model. PFM will compile this information for the City as part of the "Financial Advisor's Report," and also will identify the on-going administrative requirements over the life of the transaction. Below is a sample excerpt of the post-pricing analysis that PFM recently provided to Miami-Dade County after its recent financing. PFM would provide the City with a similar pricing analysis after a new issuance of bonds.

Pricing Performance – 2015 Bonds

- Below is a summary of the Pricing Performance of the 2015 Bonds
- The "Reoffering Yield Spread" ranged from 40 bps for early maturities to 104 bps in later maturities

MIRAMAR FL PRICING ANALYSIS

Maturity Date	Maturity Year	Call Date	Bond Type	Ins.	Par Amount	Coupon	Reoffering Yield (ROY)	Price	Yield To Call (YTC)	Yield To Maturity (YTM)	Non-Interpolated MMD: $MMAA G.O. Scale	Non-Interpolated MMD: ROY spread	Non-Interpolated MMD: YTC spread	Non-Interpolated MMD: YTM spread	Interpolated MMD: ROY spread	Interpolated MMD: YTM spread	Option Value Analysis: Call Y	Option Value Analysis: Non Call Scale	Option Value Analysis: Call Y spread
10/1/16	0.5		Serial		1,115,000	3.000%	0.400%	101.434		0.400%				40.0	26.0	26.0			
10/1/16	1.5		Serial		2,705,000	5.000%	0.650%	103.624		0.650%	0.140%	51.0		51.0	33.0	33.0			
10/1/17	2.5		Serial		2,780,000	4.000%	0.880%	107.937		0.880%	0.440%	41.0		41.0	21.2	21.2			
10/1/18	3.5		Serial		2,890,000	5.000%	1.170%	113.339		1.170%	0.770%	40.0		40.0	28.6	28.6			
10/1/19	4.5		Serial		3,030,000	5.000%	1.410%	118.776		1.410%	0.960%	45.0		45.0	33.0	33.0			
10/1/20	5.5		Serial		3,185,000	5.000%	1.660%	117.530		1.660%	1.160%	52.0		52.0	40.0	40.0			
10/1/21	6.5		Serial		3,350,000	5.000%	1.920%	115.878		1.920%	1.360%	56.0		56.0	41.6	41.6			
10/1/22	7.5		Serial		3,510,000	5.000%	2.180%	113.535		2.180%	1.560%	58.0		58.0	47.8	47.8			
10/1/23	8.5		Serial		3,685,000	5.000%	2.370%	120.261		2.370%	1.770%	60.0		60.0	51.0	51.0			
10/1/24	9.5		Serial		3,875,000	5.000%	2.530%	120.842		2.530%	1.920%	61.0		61.0	53.8	53.8			
10/1/25	10.5	10/1/24	Serial		3,665,000	5.000%	2.650%	119.716	2.650%	2.820%	2.040%	61.0	78.6	61.0	53.8	71.4	2.560%	2.124%	49.8
10/1/26	11.5	10/1/24	Serial		3,845,000	5.000%	2.760%	118.666	2.760%	3.066%	2.160%	60.0	90.6	60.0	52.8	83.4	2.641%	2.288%	38.3
10/1/27	12.5	10/1/24	Serial		4,030,000	3.000%	3.130%	99.687	3.164%	3.130%	2.280%	85.0	98.4	85.0	79.0	79.0	2.969%	2.450%	51.9
10/1/28	13.5	10/1/24	Serial		4,180,000	5.000%	2.960%	116.593	2.960%	3.496%	2.380%	61.0	107.6	61.0	56.0	103.4	2.813%	2.582%	23.1
10/1/29	14.5	10/1/24	Serial		4,360,000	3.250%	3.370%	99.627	3.420%	3.370%	2.450%	92.0	97.0	92.0	86.4	86.4	3.139%	2.664%	49.4
10/1/30	15.5	10/1/24	Serial		4,500,000	3.250%	3.450%	97.606	3.547%	3.450%	2.510%	94.0	103.7	94.0	91.0	91.0	3.210%	2.786%	48.4
10/1/31	16.5	10/1/24	Serial		4,650,000	3.250%	3.510%	96.755	3.605%	3.510%	2.560%	95.0	109.5	95.0	92.6	92.6	3.260%	2.910%	49.0
10/1/32	17.5	10/1/24	Serial		4,800,000	3.375%	3.590%	97.216	3.724%	3.590%	2.620%	99.0	112.4	99.0	96.6	96.6	3.290%	2.992%	49.3
10/1/33	18.5	10/1/24	Serial		4,960,000	3.500%	3.660%	97.593	3.803%	3.660%	2.640%	104.0	116.3	104.0	101.6	101.6	3.330%	2.904%	42.9
10/1/34	19.5	10/1/24	Serial		5,130,000	5.000%	3.240%	114.359	3.240%	3.940%	2.680%	56.0	126.0	56.0	53.6	123.6	3.000%	2.944%	5.6
10/1/35	20.5	10/1/24	Serial		5,390,000	3.500%	3.730%	96.717	3.915%	3.730%	2.720%	101.0	119.5	101.0	96.8	96.8	3.566%	2.966%	46.0
10/1/36	20.5	10/1/24	Serial		5,000,000	5.000%	3.280%	114.006	3.280%	3.894%	2.720%	56.0	127.4	56.0	54.8	126.2	3.024%	2.966%	5.8
Issuance Par					78,666,000														
Average Life					12.0 years														

Type of Sale: NEGOTIATED
Underwriter: BANK OF AMERICA MERRILL
Bond Counsel: NABORS GIBLIN & NICKERSON
Financial Advisor: FIDELITY FINANCIAL SVCS
Tax Status: Tax-Exempt

Dated Date: 3/12/15
Sale Date: 3/25/15
1st Call Date: 10/1/24
1st Call Price: 100.0%

Ratings: Underlying
Moody's: Aa3
S & P: AA-
Fitch: -

Note: Issuance Par is total par; maturities without now yields are not shown

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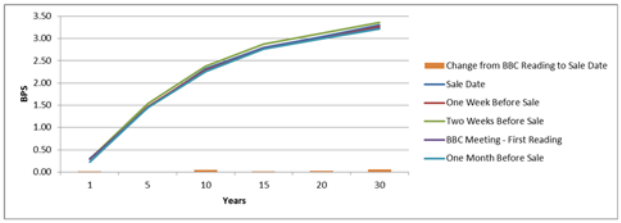
Graphics for illustrative purposes only.

Summary of Market Movement

- To the right are the MMD Yields for the Series 2015 Bonds.
- The dates listed help illustrate how the market has changed from the first reading to the sale date.

MMD Yields						
	One Month Before Sale	BBC Meeting - First Reading	Two Weeks Before Sale	One Week Before Sale	Sale Date	Change from BBC Reading to Sale Date
	5/27/2015	6/2/2015	6/10/2015	6/17/2015	6/24/2015	
Years	Yields	Yields	Yields	Yields	Yields	Yields
1	0.22	0.29	0.29	0.29	0.30	0.01
5	1.45	1.45	1.54	1.47	1.45	0.00
10	2.25	2.27	2.38	2.29	2.32	0.05
15	2.76	2.78	2.87	2.77	2.80	0.02
20	2.99	3.01	3.11	3.01	3.04	0.03
30	3.21	3.24	3.36	3.27	3.30	0.06



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Tab 3. Resources and Methodology

3. Consideration of Services provided and approach to meeting goals and deadlines.

The core City team is located in PFM's Orlando office, with a subcontractor located in Broward County — offering the City access to a team with a diverse mix of skills, often with little or no advance notice. PFM maintains a varied group of clients in the State of Florida, and serves these clients with more than 15 professionals to ensure proper coverage even in the busiest of times. The size of PFM's Florida practice allows us to serve existing clients, but also gives us the flexibility to take on additional work without compromising quality. As a result, the City can expect exceptionally committed service and resource availability from the professionals assigned to this account.

To better serve the City, PFM recently has expanded staffing in Orlando, adding three new analysts in 2015. Mr. Glover and his PFM team have the time, availability, and resources to provide prompt, sound, and quality financial advisory services.

Tab 4. References checks with other clients

Tab 4. Reference checks with other clients

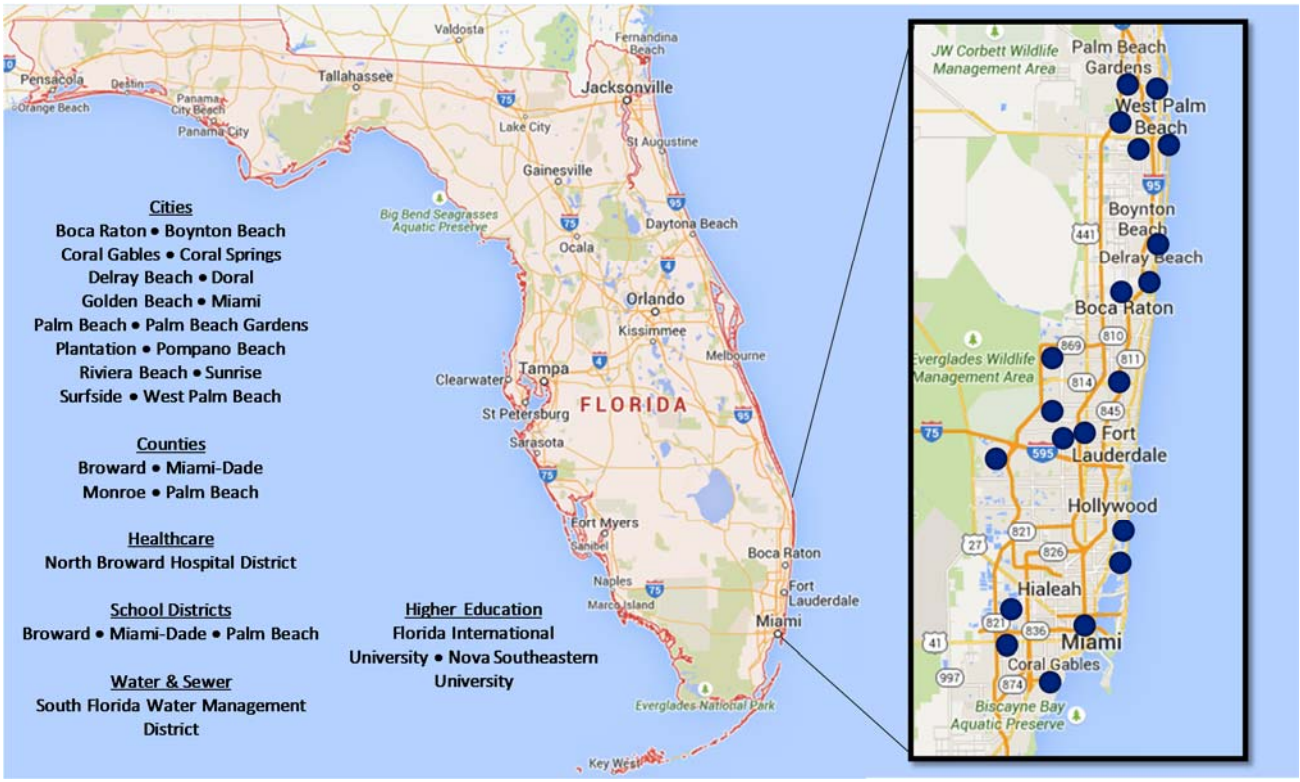
Submit five public entity accounts comparable in size and nature to Miramar, written within the last three years that will qualify the Proposer to handle the City's requirements.

PFM has an extensive list of current Florida clients as shown on page 5 of this proposal. Included in this list are multiple South Florida clients located in close proximity to the City as shown on the following page. We encourage the City to reach out to any of the clients, including the ones listed below, to gauge the level of service provided.

City of Boca Raton, Florida 201 West Palmetto Park Road Boca Raton, FL 33432 *Linda Davidson, Financial Services Director* 561-393-7737 ldavidso@ci.boca-raton.fl.us	**Engagement Manager:** Jay Glover **Services Provided:** Financial Advisory, Long-Term Planning, Debt Structuring and Optimization, Credit Rating Management
City of Coral Gables, Florida 405 Biltmore Way Coral Gables, FL 33114 *Diana Gomez, Finance Director* 305-460-5275 dgomez@coralgables.com	**Engagement Manager:** Jay Glover **Services Provided:** Financial Advisory, Long-Term Planning, Debt Structuring and Optimization, Special Assessment Implementation, Credit Rating Management
City of Gainesville, Florida 200 E. University Avenue, Room 339 Gainesville, FL 32601 *Mark Benton, Finance Director* 352-393-8767 bentonms@cityofgainesville.org	**Engagement Manager:** Jay Glover **Services Provided:** Financial Advisory, Long-Term Planning, Debt Structuring and Optimization
City of Pompano Beach, Florida 100 W. Atlantic Blvd.; Room 480 Pompano Beach, FL 33060 *Suzette Sibble, Finance Director* 954-786-4680 suzette.sibble@copbfl.com	**Engagement Manager/Project Manager:** Sergio Masvidal/Marissa Wortman **Services Provided:** Financial Advisory, Long-Term Planning, Budget Forecast, Debt Structuring and Optimization, Credit Rating Management
City of St. Petersburg One Fourth Street N. 5th floor St. Petersburg, FL 33701 *Anne Fritz, Finance Director* 727-892-5113 anne.fritz@stpete.org	**Engagement Manager:** Jay Glover **Services Provided:** Financial Advisory, Long-Term Planning, Debt Structuring and Optimization, Credit Rating Management

Tab 4. Reference checks with other clients

As a predominant financial advisor in the State of Florida, we are very proud of our long history of serving clients in the South Florida region. The map below details the different cities, counties, and other issuers we service in the South Florida market. We serve more clients in this region than any other firm, and as such believe we are well positioned to serve the City of Miramar.



Tab 5. Proposer Background Information

Tab 5. Proposer Background Information

The Provider must respond to the Provider Background Questionnaires in Section 5 of this RFP.

PFM's **completed** Questionnaires are located in **Tab 10**.

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Tab 6. Exceptions and Deviations

Tab 6. Exceptions and Deviations

If the Provider finds it impossible or impractical to adhere to any portion of this Scope of Work 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 from 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. Providers taking exceptions do so at their own risk.

PFM would like to make the following exceptions to Section 4 – Contract: Section 9-Insurance.

PFM's insurance policies allow no coverage for subcontractors. As such, provided on the following pages is Fidelity Financial Services, L.C. proof of insurance. Otherwise, PFM agrees to and can comply with the contract terms.

PFM's **completed Exceptions and Deviations form** is immediately following this page.

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Exceptions and Deviations Form (Tab 10i)

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
Section 4 – Contract	Section 9-Insurance	PFM would like to make the following exception: PFM's insurance policies allow no coverage for subcontractors. Sub-contractors, if utilized, must provide separate proof of coverage. Otherwise, PFM agrees to and can comply with the contract terms.

Proposer's Signature

James, W. Glover, Managing Director

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

MSA INSURANCE COMPANY
4601 Touchton Road East, Ste 3300, PO Box 16100
Jacksonville, FL 32245-6100
Telephone: 1-800-226-0875

INSURED

SURPLUS LINES AGENT: Gloria Mae Peacock
AGENT'S ADDRESS: 4601 Touchton Road E., Ste. 3300, Jax, FL 32246
LIC. #: A202598
PROD AGT.: Nat Peace
ADDRESS: 11382 Prosperity Farms Rd #123 Palm Beach Gardens, 33410
This insurance is issued pursuant to the Florida Surplus Lines Law. Persons insured by Surplus Lines Carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.
SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.
PREMIUM _____ TAX _____ STAMPS _____
AGENT'S SIGNATURE: Gloria Mae Peacock

SPECIAL COMMERCIAL PACKAGE POLICY

Named Insured and Mailing Address

FIDELITY FINANCIAL SERVICES
LLC
547 NW 9TH AVE SUITE #5
FORT LAUDERDALE, FL 33311

Policy Number: BPG70441
Account Number: CACG70441

Agent: ATLANTIC-PACIFIC INS CL SC
AGENT PHONE : 866 908 6640

Producer Code: 094023004

POLICYHOLDER INFORMATION

Named Insureds Business: OFFICE
Entity: LIM LIAB CO
Policy Term: 12
Effective: 05/05/15 (12:01 A.M. Standard Time at the address
Expiration: 05/05/16 of the Named Insured stated above)

In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. See the attached schedules for Description of Premises, Property Coverage, Optional Coverages, Forms and Endorsements applying to this policy and Mortgagee Schedule if applicable.

LIABILITY COVERAGE	LIMITS OF INSURANCE
Liability & Medical Expenses - each occurrence	$ 1,000,000
Personal and Advertising Injury Limit	$ 1,000,000
Products-Completed Operations Aggregate Limit	$ 2,000,000
General Aggregate Limit	$ 2,000,000
Fire Legal Liability - any one fire or explosion	$ 500,000
Medical Expense Limit - per person	$ 5,000

Business Liability and Medical Expense: Except for Fire Legal Liability, each paid claim for the above coverages reduces the amount of insurance we provide during the applicable annual period.

For policies subject to premium audit: Annual Audit Applies.

		Total Annual Premium:	$ [redacted]
		FL ASSESSMENT:	$ [redacted]
FL EMPAT FUND:	$ [redacted]	SURPLUS LINES TAX:	$ [redacted]
SERVICE FEE:	$ [redacted]	TOTAL PREMIUM AND CHARGES	$ [redacted]

Countersigned: _____ By: _____

64-5255 (9/05) 03/10/15 RENEWAL MC

SPECIFIED PROFESSIONS - PROFESSIONAL LIABILITY INSURANCE

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY

JAMES RIVER INSURANCE COMPANY
6641 WEST BROAD STREET, SUITE 300
RICHMOND, VA 23230

DECLARATIONS

RONALD STEVEN GABOR
7270 NW 12 STREET
MIAMI, FLORIDA 33126
SURPLUS LINES AGENT # A091647
PRODUCING AGENT:
SCOTT CORKHILL
20 S BUMBY AVE
ORLANDO, FL 32803

POLICY NUMBER: 00033308-7

ITEM 1. NAMED INSURED AND MAILING ADDRESS:
Fidelity Financial Services LC
547 NW 9th Ave. Ste. 5
Ft Lauderdale, FL 33311

PRODUCER: 12894
American Professional Liability Underwriters
7270 N. W. 12th Street, Suite 700
Miami, FL 33126

THIS POLICY PROVIDES CLAIMS-MADE COVERAGE. CLAIMS MUST FIRST BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND MUST BE REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD, IF EXERCISED. THE PAYMENT OF CLAIM EXPENSES REDUCES THE LIMITS OF INSURANCE. PLEASE READ THE ENTIRE POLICY CAREFULLY.

ITEM 2. POLICY PERIOD: From: 08/10/2015 To: 08/10/2016
12:01 A.M. Standard Time at your mailing address

POLICY FEE: [redacted]
5% STATE TAX: [redacted]
FSLSO FEE: [redacted]
FHCF: _____

ITEM 3. PROFESSIONAL SERVICES: Public Finance Consulting Services

ITEM 4. LIMITS OF INSURANCE:

A. Each Claim Limit of Liability.....$ 1,000,000
B. Annual Aggregate .....$ 1,000,000

ITEM 5. RETROACTIVE DATE: 8/10/2001

ITEM 6. DEDUCTIBLE: $ 15,000.00 each "Claim"

ITEM 7. PREMIUM $ [redacted]
ITEM 8. COMPANY FEE: $ [redacted]
ITEM 9. TOTAL AMOUNT DUE AT INCEPTION: $ [redacted]

ITEM 10. EXTENDED REPORTING PERIOD: 12 months at 100% of the total annual premium.

ITEM 11. ENDORSEMENTS ATTACHED TO THE POLICY AT INCEPTION:
See attached Schedule A – Schedule of Forms

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF ANY INSOLVENT UNLICENSED INSURER.

Ronald S. Gabor

Tab 7. Other Required Forms and Attachments

Tab 7. Other Required Forms and Attachments

Place all other forms that have not been identified as associated with another tab, including attached questionnaire, under this tab. This should include any Contract forms desired for consideration as part of the Contract.

PFM's **completed questionnaires** are located in **Tab 10**.

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Tab 8. Cost Proposal

Tab 8. Cost Proposal

Costs/Revenues for the Proposer's recommendation(s) 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.

PFM's **completed Price Proposal** form is immediately following this page.

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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.

b) "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 (Tab 10) (CONT.)

1) Transactional Fee Schedule for successfully closed transactions:

FEE PROPOSAL PER $1,000 UPON SUCCESSFUL CLOSING-REVENUE BOND, SPECIAL OBLIGATION BOND, GENERAL OBLIGATION BOND - (TAX EXEMPT -NEW MONEY)			
Par Value Range of Bond Issued			Fee per $1,000
$0	$5,000,000		$1.00
$5,000,001	$15,000,000		$1.00
$15,000,001	$25,000,000		$1.00
$25,000,00'1	$50,000,000		$0.85
Over $50,000,001			$0.50

Maximum fee for a successful closing of bonded debt: $ 75,000 (If your firm does not offer a capped maximum fee, then respond "No maximum, refer to fees in the chart.").

Minimum Fee for a successful closing of a bonded debt :$ 20,000 (If your firm does not require a minimum fee, then respond "No Minimum, refer to fees in the chart".).

Please indicate where the fee will be fixed for the term of the Agreement and when it will or may increase. Provide the indicator rate of increase or the index that will be used in any increase. Please provide the current rate of any index or indicator that will be used to determine the increase. If no increase is mentioned, then the fee will be fixed for the term of the Agreement, including any optional renewal periods.

Per your method of calculation and the rate quoted, specify your expected fee on:

(a) A $40 Million transaction $ 37,750
(b) A $125 Million transaction $ 75,000

TOTAL TAX EXEMPT - NEW $ 112,750
[a) A $40 million transaction + b) A $125 million transaction]

2) Transactional Fee Schedule for successfully closed transactions:

FEE PROPOSAL PER $1,000 UPON SUCCESSFUL CLOSING-REVENUE BOND, SPECIAL OBLIGATION, GENERAL OBLIGATION BOND (TAX EXEMPT -REFUNDING)			
Par Value Range of Bond Issued			Fee per $1,000
$0	$5,000,000		$1.00
$5,000,001	$15,000,000		$1.00
$15,000,001	$25,000,000		$1.00
$25,000,00'1	$50,000,000		$0.85
Over $50,000,001			$0.50

Maximum fee for a successful closing of bonded debt: $ 75,000 (If your firm does not offer a capped maximum fee, then respond "No maximum, refer to fees in the chart.").

Minimum Fee for a successful closing of a bonded debt :$ 20,000 (If your firm does not require a minimum fee, then respond "No Minimum, refer to fees in the chart".0.

Please indicate where the fee will be fixed for the term of the Agreement and when it will or may increase. Provide the indicator rate of increase or the index that will be used in any increase. Please provide the current rate of any index or indicator that will be used to determine the increase. If no increase is mentioned, then the fee will be fixed for the term of the Agreement, including any optional renewal periods.

Per your method of calculation and the rate quoted, specify your expected fee on:

(c) A $40 Million transaction $ 37,750
(d) A $125 Million transaction $ 75,000

TOTAL TAX EXEMPT REFUNDING $ 112,750
[c) A $40 Million transaction + d) A $125 Million Transaction]

3) Transactional Fee Schedule for successfully closed transactions:

FEE PROPOSAL PER $1,000 UPON SUCCESSFUL CLOSING- BANK LOANS/LINE OF CREDIT/LEASE PURCHASE FINANCING (TAX EXEMPT)			
Par Value Range of Bond Issued			Fee per $1,000
$0	$5,000,000		$1.00
$5,000,001	$15,000,000		$1.00
$15,000,001	$25,000,000		$1.00
$25,000,00'1	$50,000,000		$1.00
Over $50,000,001			$0.00

Maximum fee for a successful closing of financed debt: $ 50,000 (If your firm does not offer a capped maximum fee, then respond "No maximum, refer to fees in the chart.").

Minimum Fee for a successful closing of a financed debt :$ 20,000 (If your firm does not require a minimum fee, then respond "No Minimum, refer to fees in the chart".).

Per your method of calculation and the rate quoted, specify your expected fee on:

(e) A $3 Million transaction $ 20,000
(f) A $10 Million transaction $ 20,000

TOTAL – BANK LOANS etc. $ 40,000
[e) A $3 Million transaction + f) A $10 Million transaction]

4) Transactional Fee Schedule for successfully closed transactions:

FEE PROPOSAL PER $1,000 UPON SUCCESSFUL CLOSING-TAXABLE FINANCING			
Par Value Range of Bond Issued			Fee per $1,000
$0	$5,000,000		$1.00
$5,000,001	$15,000,000		$1.00
$15,000,001	$25,000,000		$1.00
$25,000,00'1	$50,000,000		$1.00
Over $50,000,001			$0.00

Maximum fee for a successful closing of bonded debt: $ 50,000 (If your firm does not offer a capped maximum fee, then respond "No maximum, refer to fees in the chart.").

Minimum Fee for a successful closing of a bonded debt :$ 20,000 (If your firm does not require a minimum fee, then respond "No Minimum, refer to fees in the chart".).

Please indicate where the fee will be fixed for the term of the Agreement and when it will or may increase. Provide the indicator rate of increase or the index that will be used in any increase. Please provide the current rate of any index or indicator that will be used to determine the increase. If no increase is mentioned, then the fee will be fixed for the term of the Agreement, including any optional renewal periods..

Per your method of calculation and your rate quoted, specify your expected fee on:

(g) A $40 Million transaction $ 40,000
(h) A $125 Million transaction $ 50,000

TOTAL – TAXABLE FINANCING $ 90,000
[g) A $40 Million transaction + h) A $125 Million transaction]

5) Please indicate your additional charges for out of pocket expenses, or fees not included in the four transactional fee schedules categories (transactions with successful close) shown above.

Out of Pocket Expenses related to a transaction with a successful close
Not-to-exceed or flat fee per Issue :

$ 2,000 X 2 (issues) =$ 4,000

If your firm does not offer a capped maximum fee or a not to exceed fee, then respond "No maximum, refer to fees in the chart.").

TOTAL PROPOSED: (Items 1 through 5)

$359,500

(Write Figures)

TOTAL PROPOSED: (Items 1 through 5)

Three Hundred and Fifty Nine Thousand Five Hundred Dollars

(Written Amount)

TOTAL AMOUNT FOR SECTION 1 THROUGH 5 OF THE PRICE PROPOSAL SHEET SHALL BE SHOWN ABOVE IN BOTH FIGURES AND WORDS. IN CASE OF DESCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN.

Indicate your rates for general advisory services not covered under the Transactional Fees Schedule quoted above

Prices shown below will not be used toward the award of this RFP

HOURLY FEE PROPOSAL TABLE

Generic Classifications	Actual Corresponding Title in Proposers Firm	Hourly Fee
Senior or Managing Partner	Managing Director	$225
Principal or Partner	Managing Director	$225
Senior Associate or VP	Director	$200
Associate of VP	Senior Managing Consultant	$200
Analyst	Senior Analyst/Analyst	$185
Office Assistant/Clerical	Associate	$0

In addition, for simplicity, your firm may propose a blended hourly rate for all Work performed on an hourly basis (although the City may elect to use individual itemized rate structure proposed above):

Blended Hourly Rate: $ 210 per hour.

Out of Pocket Expenses related to general advisory services and unrelated a transaction

Not–to-exceed or flat fee per Issue : 0

If your firm does not offer a capped maximum fee or a not-to-exceed fee, then respond "No maximum, refer to fees in the chart.").

Taxpayer Identification Number (TIN) 23-1992164

PROPOSER: Public Financial Management, Inc.
(Company Name)

(Signature)

James W. Glover, Managing Director
(Printed Name and Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR RESPONSE "NON-RESPONSIVE"

Tab 9. Addenda

Tab 9. Addenda

Include all original, signed copies of addenda in this section.

PFM's **completed Addenda Acknowledgment** form is immediately following this page.

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ADDENDA ACKNOWLEDGEMENT FORM (Tab 10a)

Addendum #	Date Received
1	September 17, 2015
2	September 28, 2015

PROPOSER: Public Financial Management, Inc.
(Company Name)

(Signature)

James W. Glover, Managing Director
(Printed Name and Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

Tab 10. Affidavits and Acknowledgements

Tab 10. Affidavits and Acknowledgements

The following forms are attached at Section 5 below and shall be completed and provided as part of this Proposal. FAILURE TO COMPLETE, SIGN AND RETURN THESE FORMS MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE".

FORM CHECKLIST:

- ✓ 1) PROPOSAL COVER PAGE – Included behind Table of Contents
- ✓ 2) PRICE PROPOSAL SHEET - Included in Tab 8
- ✓ 3) ADDENDA ACKNOWLEDGEMENT FORM – Included in Tab 9
- ✓ 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 – Included in Tab 6
- ✓ 12) DUN and BRADSTREET REPORT

PFM **completed forms** are immediately following this page.

PROPOSER INFORMATION FORM (Tab 10b)

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?

40 years

(2) State of Florida occupational license type and number: P13127

(3) County (state county) Business Tax Receipt type and number: 3110-0103472 (Orange County)

(4) City of Miramar Business Tax Receipt type and number: N/A

(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 and or commodities for similar (government) organizations:

Financial Advisory Services. Please see written response.

(6) Have you ever had a contract terminated (either as a prime contractor or subcontractor) for failure to comply, breach, or default?

_____ yes X no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

PROPOSER INFORMATION FORM (CONTINUED)

(7) Please list five Government contract references:

A) Agency Name: City of Boca Raton

Address: 201 West Palmetto Park Road

City, State, & Zip Code: Boca Raton, FL 33432

Contact's Name & Phone #: Linda Davidson, Financial Services Director/ (561) 393-7737

B) Agency Name: City of Coral Gables

Address: 405 Biltmore Way

City, State, & Zip Code: Coral Gables, FL 33114

Contact's Name & Phone #: Diana Gomez, Finance Director/ (305) 460-5275

C) Agency Name: City of Gainesville

Address: 200 E. University Avenue, Room 339

City, State, & Zip Code: Gainesville, FL 32601

Contact's Name & Phone #: Mark Benton, Finance Director/ (352) 393-8767

D) Agency Name: City of Pompano Beach

Address: 100 W. Atlantic Blvd.; Room 480

City, State, & Zip Code: Pompano Beach, FL 33060

Contact's Name & Phone #: Suzette Sibble, Finance Director/ (954) 786-4680

E) Agency Name: City of St. Petersburg

Address: One Fourth Street N. 5th FL

City, State, & Zip Code: St. Petersburg, FL 33701

Contact's Name & Phone #: Anne Fritz, Finance Director/ (727) 892-5113

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

Scott Randolph, Tax Collector — Local Business Tax Receipt — Orange County, Florida

This local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and othe awful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

2015 EXPIRES 9/30/2016 3110-0103472

3110 SVC-FINANCIAL CONSUL $30.00 6 EMPLOYEE

TOTAL TAX $30.00
PREVIOUSLY PAID $30.00
TOTAL DUE $0.00

WHITE JOHN F

PUBLIC FINANCIAL MANAGEMENT IN
WHITE JOHN F
2 LOGAN SQUARE STE 1600
PHILADELPHIA PA 19103-2748

300 S ORANGE AV #1170
A - ORLANDO, 32801

PAID: $30.00 0099-00679158 7/21/2015

Scott Randolph, Tax Collector — Local Business Tax Receipt — Orange County, Florida

his local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and othe wful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

2015 EXPIRES 9/30/2016 3110-0103472

3110 SVC-FINANCIAL CONSUL $30.00 6 EMPLOYEE

TOTAL TAX $30.00
PREVIOUSLY PAID $30.00
TOTAL DUE $0.00

WHITE JOHN F

PUBLIC FINANCIAL MANAGEMENT IN
WHITE JOHN F
2 LOGAN SQUARE STE 1600
PHILADELPHIA PA 19103-2748

300 S ORANGE AV #1170
A - ORLANDO, 32801

PAID: $30.00 0099-00679158 7/21/2015

SCOTT RANDOLPH, TAX COLLECTOR • ORANGE COUNTY, FLORIDA

This receipt is official when validated by the Tax Collector.

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS, AFFILIATES AND/OR PARENT (Tab 10c)

Please list all Subcontractors and suppliers, affiliates and/or parent to be used in connection with performance of the Contract (use additional pages, if necessary). The City strongly encourages the participation of Local Businesses and/or CBE or SME Firms. Please specify the category for each Subcontractor or supplier, affiliates and/or parent.

Company Name: Fidelity Financial Services, L.C.

Address: 547 N.W. 9th Avenue, #5

City, State, & Zip Code: Fort Lauderdale, FL. 33311

Local Business _____ CBE Firm X SBE Firm X

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS, AFFILIATES AND/OR PARENT (CONTINUED)
(Tab 10c)

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: _____

_____

Address: _____

_____

_____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

DRUG-FREE WORKPLACE AFFIDAVIT (Tab 10d)
FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs.

Section 287.087 of the Florida Statutes provides:

287.087 Preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that 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, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining 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.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the 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 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

James W. Glover, Managing Director

Vendor's Signature

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

ANTI-KICKBACK AFFIDAVIT (Tab 10e)

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 Public Financial Management, Inc. or its 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: James W. Glover, Managing Director

Sworn and subscribed before this

19th day of October, 2015.

_____
Notary Public
State of Florida at Large

My commission expires:

DORRENA B. DAVIS
MY COMMISSION # EE 154200
EXPIRES: April 18, 2016
Bonded Thru Notary Public Underwriters

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

NON-COLLUSIVE AFFIDAVIT (Tab 10f)

State of FLORIDA)
) ss:
County of ORANGE)

I, James W. Glover, the undersigned authority, being first duly sworn, deposes and says that:

a) He/she is the (Owner, Partner, Officer, Representative or Agent) of Public Financial Management, Inc. 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.

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10f)

Signed, sealed and delivered
in the presence of:

Witness

By: _____

Witness

James W. Glover
(Printed Name)

Managing Director
(Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10f)

ACKNOWLEDGMENT

State of FLORIDA)

) ss:

County of ORANGE)

BEFORE ME, the undersigned authority, personally appeared James W. Glover, 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 he/she executed said Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this 19th day of October, 2015.

Dorriena B. Davis
Notary Public
State of Florida at Large

My commission expires:

DORRIENA B. DAVIS
MY COMMISSION # EE 154200
EXPIRES: April 18, 2016
Bonded Thru Notary Public Underwriters

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

NON-DISCRIMINATION AFFIDAVIT (Tab 10g)

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: James W. Glover, Managing Director

Sworn and subscribed before this

19th day of October, 20 15.

_____

Notary Public
State of Florida at Large

My commission expires:

DORRENA B. DAVIS
MY COMMISSION # EE 154200
EXPIRES: April 18, 2016
Bonded Thru Notary Public Underwriters

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

BUSINESS/VENDOR PROFILE SURVEY
(Tab 10h)

Name of Business: Public Financial Management, Inc.

Address: 300 South Orange Avenue, Suite 1170 Orlando, FL 32801

Phone No.: 407-406-5760

Contact Person (Regarding This Form): James W. Glover

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 X **NO** _____ Sub Contractor - Fidelity Financial Services

  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** X
  (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 PROPOSAL "NON-RESPONSIVE"

State of Florida

Minority, Women & Service-Disabled Veteran

Business Certification

Fidelity Financial Services, L.C.

Is certified under the provisions of
287 and 295.187, Florida Statutes for a period from:

August 17, 2015 to August 17, 2017

Torey Alston, Executive Director

Florida Department of Management Services
Office of Supplier Diversity

BROWARD COUNTY FLORIDA

RECORDS, TAXES AND TREASURY

ATTENTION TAXPAYERS: Please be advised of the NON-REFUNDABLE processing fees for credit and debit card transactions. Credit cards are charged 2.55% of the amount charged ($2.00 minimum fee). Domestic Visa Consumer Check cards will be assessed a fee of $3.95 per transaction ***if you select 'Debit Card'***. Thank you.

2015 Annual Tax Bills will be mailed prior to November 1, 2015, and will also become available on this website November 1st for viewing, printing or online payment. Tax bills are mailed to the current mailing address of the property, as listed on the Property Appraiser website www.bcpa.net . We recommend that everyone verify their current mailing address listed for their property at www.bcpa.net – and immediately report any mailing address change by using the link at the bottom of your property record for reporting errors.

2016 Details — Business Tax Account FIDELITY FINANCIAL SERVICES LC

Business Tax Account #39581 Account details Account history

2016	2015	2014	2013	...	2004
PAID	PAID	PAID	PAID		PAID

Account number: 39581
Business start date: 10/15/2003
Business address: FIDELITY FINANCIAL SERVICES LC
547 NW 9 AVE #5
FT LAUDERDALE, FL 33311
Physical business location: FT LAUDERDALE

Owner(s): FRANK HALL JR
8223 NW 165 ST
MIAMI LAKES, FL 33016
Mailing address: FRANK HALL JR
8223 NW 165 ST
MIAMI LAKES, FL 33016

Print account application (PDF)
Print exemption application (PDF)

Receipts And Occupations

Receipt 327-9843

SERVICE BUSINESS/FINANCIAL/CONSULTANT	10/01/2015–09/30/2016	Units: 3	PAID 2015-09-25 $3.30 Receipt #WWW-14-00131252

Appendices

A. PFM Florida Transactions: 2014 and 2015

Public Financial Management, Inc.
Florida Bond Finance Record
2014 to Present

Issuer Name	Series Name	Sale Date	Par Amount	Sale Type	Project Manager
Columbia County, School District of	Certificates of Participation, Series 2015	10/01/2015	18,795,000	Negotiated	Jay Glover
Sumter Landing Community Development District	Recreational Revenue Bonds, Series 2015	09/24/2015	55,450,000	Negotiated	Brent Wilder
Palm Beach County, School District of	Certificates of Participation, Series 2015C	09/22/2015	62,970,000	Negotiated	David Moore
Duval County, School District of	Certificates of Participation, Series 2015B	07/29/2015	121,850,000	Negotiated	Brent Wilder
Miami-Dade County, School District of	General Obligation Bonds, Series 2015	07/21/2015	192,720,000	Competitive	Sergio Masvidal
Central Florida Expressway Authority	Senior Lien Revenue Bond Anticipation Notes, Series 2015	07/08/2015	193,695,000	Competitive	Brent Wilder
Lake County	Capital Improvement Revenue Refunding Bonds, Series 2015B	07/15/2015	50,140,000	Negotiated	Jay Glover
Miami-Dade County, School District of	Certificates of Participation, Series 2015C	07/14/2015	33,565,000	Negotiated	Sergio Masvidal
Miami-Dade County, School District of	Certificates of Participation, Series 2015B	06/25/2015	239,630,000	Negotiated	Sergio Masvidal
Broward County, School District of	General Obligation Bonds, Series 2015	06/02/2015	155,055,000	Competitive	David Moore
Orange County, School District of	Certificates of Participation, Series 2016A	05/27/2015	108,155,000	Private Placement	Brent Wilder
Jacksonville Electric Authority	Revenue Bonds, Issue Two, Series Twenty-Seven (Federally Taxable)	04/28/2015	73,125,000	Negotiated	Chris Lover
South Florida, University of	Certificates of Participation, Series 2015A	04/15/2015	23,640,000	Negotiated	Jay Glover
South Florida, University of	Certificates of Participation, Series 2012A -- Remarketing	04/15/2015	77,015,000	Negotiated	Jay Glover
South Florida, University of	Capital Improvement Revenue Refunding Bonds (Marshall Center Project), Series 2015	04/09/2015	31,595,000	Negotiated	Jay Glover
Volusia County, School District of	Certificates of Participation, Series 2015A	04/02/2015	28,210,000	Negotiated	Jay Glover
Flagler County	General Obligation Refunding Bonds, Series 2015	03/31/2015	25,500,000	Competitive	Jay Glover
St. John's County	Transportation Improvement Revenue Refunding Bonds, Series 2015	03/27/2015	24,755,000	Negotiated	Jay Glover
Palm Beach County, School District of	Certificates of Participation, Series 2015D	03/26/2015	221,640,000	Negotiated	David Moore
St. John's County	Sales Tax Revenue and Refunding Bonds, Series 2015	03/26/2015	52,315,000	Negotiated	Jay Glover
Central Florida Expressway Authority	Junior Lien Revenue Bond, Series 2015 (Federal TIFIA Loan)	03/25/2015	193,695,000	Private Placement	Brent Wilder
Sunrise, City of	General Obligation Bonds, Series 2015	03/24/2015	37,630,000	Competitive	David Moore
Stetson University	Educational Facilities Revenue Refunding Bonds, Series 2015	03/19/2015	96,420,000	Negotiated	Steven Hass
Delray Beach, City of	Utilities Tax Revenue Refunding and Improvement Bonds, Series 2015	03/10/2015	39,020,000	Competitive	Jay Glover
Jacksonville Electric Authority	Electric System Revenue Bonds, Series Three 2015A	02/26/2015	83,325,000	Negotiated	Michael Mace
Miramar, City of	Capital Improvement Refunding Revenue Bonds, Series 2015	02/25/2015	79,595,000	Negotiated	Jay Glover
Pasco County, School District of	Certificates of Participation, Series 2015A	02/25/2015	44,145,000	Negotiated	Brent Wilder
Sarasota County, Florida	Infrastruture Sales Surtax Revenue Refunding Bonds, Series 2015	02/25/2015	33,490,000	Negotiated	Jay Glover
Sunrise, City of	Special Assessment Bonds, Series 2015	02/25/2015	70,120,000	Negotiated	David Moore
Palm Beach County	Revenue Refunding Bonds, Series 2015	02/11/2015	63,635,000	Competitive	David Moore
Palm Beach County	Water & Sewer Revenue Refunding Bonds, Series 2015	02/10/2015	26,930,000	Competitive	David Moore
Flagler County	Capital Improvement and Refunding Revenue Bonds, Series 2015	02/10/2015	42,775,000	Competitive	Jay Glover
Winter Haven, City of	Utility System Refunding Revenue Bonds, Series 2015	02/03/2015	26,070,000	Negotiated	Jay Glover
Tampa Bay Water	Taxable Utility System Refunding Revenue Bonds, Series 2015B	02/02/2015	95,975,000	Negotiated	David Moore
Tampa Bay Water	Utility System Refunding Revenue Bonds, Series 2015A	02/02/2015	180,835,000	Negotiated	David Moore
Winter Haven, City of	Non Ad Valorem Refunding Revenue Bonds, Series 2015A	01/27/2015	13,205,000	Competitive	Jay Glover
Orange County, School District of	Certificates of Participation, Series 2015D	01/21/2015	114,170,000	Negotiated	Brent Wilder
Lake County, School District of	Certificates of Participation, Series 2015B	01/16/2015	56,270,000	Negotiated	Jay Glover
Solid Waste Authority of Palm Beach County	Refunding Revenue Bonds, Series 2015	01/14/2015	50,330,000	Negotiated	David Moore
Broward County, School District of	Certificates of Participation, Series 2015B	01/09/2015	170,805,000	Negotiated	David Moore

Public Financial Management, Inc.
Florida Bond Finance Record
2014 to Present

Issuer Name	Series Name	Sale Date	Par Amount	Sale Type	Project Manager
Broward County, School District of	Certificates of Participation, Series 2015A	01/08/2015	252,360,000	Negotiated	David Moore
Walton County, School District of	Certificates of Participation, Series 2015	01/07/2015	26,100,000	Negotiated	Brent Wilder
Miami-Dade County	General Obligation Refunding Bonds, Series 2015	01/06/2015	375,120,000	Competitive	Sergio Masvidal
Miami-Dade County, School District of	Certificates of Participation, Series 2015A	12/16/2014	306,820,000	Negotiated	Sergio Masvidal
Gainesville Regional Utilities	Utilities System Revenue Bonds, 2014 Series A	12/11/2014	68,950,000	Negotiated	Michael Mace
Palm Beach County, School District of	Certificates of Participation, Series 2015B	12/10/2014	145,535,000	Negotiated	David Moore
Gainesville, City of	Capital Improvement Revenue Bonds, Series 2014	12/03/2014	14,535,000	Negotiated	Jay Glover
Pasco County, School District of	Certificates of Participation, Series 2014 (QSCB)	11/21/2014	13,655,000	Negotiated	Brent Wilder
St. John's County	Capital Improvement Revenue Refunding Bonds, Series 2014	11/13/2014	15,300,000	Negotiated	Jay Glover
St. John's County	Water and Sewer Revenue Refunding Bonds, Series 2014	11/12/2014	28,270,000	Negotiated	Jay Glover
Jacksonville, City of	Special Revenue and Refunding Bonds, Series 2014	10/30/2014	100,160,000	Negotiated	David Moore
West Palm Beach, City of	Wastewater Treatment Facilities Revenue Bonds, Series 2014	10/28/2014	86,590,000	Negotiated	Sergio Masvidal
Seminole County, School District of	Certificates of Participation, Series 2014A	10/22/2014	20,455,000	Negotiated	Jay Glover
Orlando, City of	Capital Improvement Special Revenue Bonds, Series 2014B	10/16/2014	62,205,000	Negotiated	Brent Wilder
Orlando, City of	Capital Improvement Refunding Special Revenue Bonds, Series 2014C	10/16/2014	10,355,000	Negotiated	Brent Wilder
Orlando, City of	Capital Improvement Refunding Special Revenue Bonds, Series 2014D	10/16/2014	12,450,000	Negotiated	Brent Wilder
Miami-Dade County, School District of	Certificates of Participation, Series 2014D	10/16/2014	276,995,000	Negotiated	Sergio Masvidal
Santa Rosa County, School District of	Refunding Certificates of Participation, Series 2014	10/15/2014	20,520,000	Negotiated	Jay Glover
Village Community Development District #9	Taxable Recreational Revenue Bonds, Series 2014	09/24/2014	172,425,000	Negotiated	Brent Wilder
Village Community Development District #9	Taxable Utility Revenue Bonds, Series 2014A	09/24/2014	87,790,000	Negotiated	Brent Wilder
Sarasota County, Florida	Infrastruture Sales Surtax Revenue Refunding Bonds, Series 2014	09/18/2014	37,355,000	Negotiated	Jay Glover
Martin County, School District of	Refunding Certificates of Participation, Series 2014A	09/05/2014	29,020,000	Negotiated	Brent Wilder
Palm Beach County	Public Improvement Revenue Refunding Bonds, Series 2014A	09/03/2014	72,445,000	Competitive	David Moore
City of Riviera Beach	Public Improvement Revenue Bonds, Series 2014	09/01/2014	22,000,000	Competitive	Sergio Masvidal
Miami-Dade County	Rickenbacker Causeway Revenue Bonds, Series 2014	08/26/2014	31,610,000	Negotiated	Sergio Masvidal
Palm Beach County	General Obligation Refunding Bonds, Series 2014 (Library)	07/29/2014	11,865,000	Competitive	David Moore
Palm Beach County	General Obligation Refunding Bonds, Series 2014 (Waterfront)	07/29/2014	28,035,000	Competitive	David Moore
Riviera Beach, City of	Water and Sewer Revenue Refunding Bonds, Series 2014	07/24/2014	22,645,000	Negotiated	Sergio Masvidal
Orange County, School District of	Certificates of Participation, Series 2015C	07/09/2014	132,340,000	Negotiated	Brent Wilder
Pasco County, School District of	Certificates of Participation, Series 2014B	06/27/2014	72,246,316	Private Placement	Brent Wilder
Flagler County, School District of	Certificates of Participation, Series 2014A	06/26/2014	43,870,000	Negotiated	Jay Glover
Miami Gardens, City of	General Obligation Bonds, Series 2014	06/25/2014	60,000,000	Negotiated	Sergio Masvidal
Jacksonville Electric Authority	Water and Sewer System Revenue Bonds, 2014 Series A	06/25/2014	300,200,000	Negotiated	Michael Mace
Lake County, School District of	Certificates of Participation, Series 2014A	06/18/2014	55,800,000	Negotiated	Jay Glover
Palm Beach County, School District of	Certificates of Participation, Series 2014C	06/18/2014	33,280,000	Negotiated	David Moore
Palm Beach County, School District of	Certificates of Participation, Series 2014B	06/17/2014	166,010,000	Negotiated	David Moore
Orange County, School District of	Certificates of Participation, Series 2015B	06/12/2014	59,325,000	Private Placement	Brent Wilder
Jacksonville Electric Authority	St. Johns River Power Park System Revenue Bonds, Issue Three, Series Eight	06/04/2014	152,715,000	Negotiated	Michael Mace
Pasco County, School District of	Certificates of Participation, Series 2014	06/03/2014	30,655,000	Private Placement	Brent Wilder
Volusia County, School Distrcit of	Certificates of Participation, Series 2014B	05/29/2014	113,045,000	Negotiated	Jay Glover

Public Financial Management, Inc.
Florida Bond Finance Record
2014 to Present

Issuer Name	Series Name	Sale Date	Par Amount	Sale Type	Project Manager
Miami-Dade County, School District of	Certificates of Participation, Series 2014C	05/28/2014	4,085,000	Private Placement	Sergio Masvidal
Volusia County, School District of	Certificates of Participation, Series 2014A	05/14/2014	29,760,000	Negotiated	Jay Glover
Duval County, School District of	Refunding Certificates of Participation, Series 2014A	04/11/2014	35,604,818	Private Placement	Brent Wilder
Orange County, School District of	Certificates of Participation, Series 2015A	04/01/2014	107,420,000	Private Placement	Brent Wilder
Orlando, City of	Contract Tourist Development Tax Payments Revenue Bonds, Series 2014A	03/27/2014	236,290,000	Negotiated	Brent Wilder
Orange County, School District of	Certificates of Participation, Series 2014A	03/19/2014	63,840,000	Negotiated	Brent Wilder
Jacksonville Electric Authority	Bulk Power Supply System Revenue Bonds, Scherer 4 Project Issue, Series 2014A	03/05/2014	72,460,000	Negotiated	Michael Mace
Broward County, School District of	Certificates of Participation, Series 2014A	02/27/2014	114,140,000	Remarketed	David Moore
Palm Beach County, School District of	Certificates of Participation, Series 2015A	02/18/2014	106,315,000	Private Placement	David Moore
Miami-Dade County, School District of	Certificates of Participation, Series 2014B	02/11/2014	38,130,000	Private Placement	Sergio Masvidal
Sunshine State Governmental Financing Commission	Multimodal Revenue Bonds (Miami-Dade County Program), Series 2014	02/05/2014	57,000,000	Negotiated	Sergio Masvidal
Miami-Dade County, School District of	Certificates of Participation, Series 2014A	01/28/2014	70,980,000	Competitive	Sergio Masvidal
Hollywood, City of	Special Assessment Revenue Bonds, Series 2014	01/22/2014	36,395,000	Negotiated	Brent Wilder
Jacksonville Electric Authority	Electric System Revenue Bonds, Series Three 2014A	01/16/2014	50,030,000	Negotiated	Michael Mace
Jacksonville Electric Authority	Electric System Subordinated Revenue Bonds, 2014 Series A	01/16/2014	237,890,000	Negotiated	Michael Mace
Village Community Development District No. 10	Special Assessment Revenue Bonds, Series 2014 Phase II	01/15/2014	68,615,000	Negotiated	Brent Wilder
		96 Deals	8,208,266,134		

Public Financial Management, Inc.
Florida Bank Loans
2014 to Present

Issuer Name	Loan Description	Closing Date	Par Amount	Interest Rate (Fixed)	Final Maturity	Loan Provider
Seminole County School District	Certificates of Participation, Series 2016A (Forward)	04/04/2016	31,415,000	2.06%	2024	Wells Fargo
Lake County School District	Certificates of Participation, Series 2016A (Forward)	03/03/2016	27,820,000	2.60%	2023	Bank of America
City of Coral Springs, FL	Capital Revenue Refunding Bond, Series 2015	10/14/2015	7,870,000	1.75%	2021	Pinnacle Public Finance
Brevard County, FL	Constitutional Fuel Tax Refunding Revenue Bond, Series 2015	10/07/2015	13,545,000	1.38%	2020	Bank of America
Volusia County, FL	Capital Improvement Revenue Bond, Series 2015	10/02/2015	9,000,000	2.17%	2025	Pinnacle Public Finance
City of Temple Terrace, FL	Taxable Non Ad Valorem Revenue Bond, Series 2015A	10/01/2015	23,540,000	2.33%	2018	PNC
Collier County, FL	Water and Sewer Refunding Revenue Bond, Series 2015	09/30/2015	17,687,000	1.71%	2021	Bank of America
Washington County, FL	Sales Tax Revenue Bonds, Series 2015	09/21/2015	5,500,000	2.70%	2029	SunTrust
Alachua County School District	Certificates of Participation, Series 2015	09/17/2015	9,901,700	1.14%	2018	Regions
Orange County, FL	Sales Tax Revenue Bond, Series 2015	09/02/2015	5,465,000	1.47%	2021	Bank of America
City of Titusville, FL	General Obligation Refunding Bond, Series 2015	09/01/2015	6,220,000	1.82%	2025	Hancock Bank
City of Satellite Beach, FL	Utility Tax Revenue Note, Series 2015	08/21/2015	2,500,000	2.97%	2030	TD Bank
City of Madeira Beach, FL	Stormwater System Revenue Bond, Series 2015	08/14/2015	6,200,000	2.59%	2030	Regions
City of Ormond Beach, FL	Water and Sewer Revenue Bond, Series 2015	08/07/2015	2,600,000	2.58%	2030	BB&T
Leon County, FL	Capital Improvement Refunding Revenue Bonds, Series 2015	07/31/2015	13,692,000	0.83%	2017	Capital City Bank
City of Winter Haven, FL	Utility System Refunding Revenue Bonds, Series 2015B	07/17/2015	7,910,000	1.29%	2020	TD Bank
City of Flagler Beach, FL	Refunding Revenue Note, Series 2015 (Stormwater & CRA)	07/10/2015	2,321,000	2.53%	2030	Ameris Bank
Flagler County, FL	Airport Refunding Revenue Note, Series 2015B	07/08/2015	2,437,000	4.25%	2030	Ameris Bank
Sarasota County, FL	Utility System Refunding Revenue Note, Series 2015 (Forward)	07/07/2015	28,000,000	2.62%	2024	SunTrust
Sarasota County, FL	Solid Waste System Revenue Refunding Bond, Series 2015 (Forward)	07/07/2015	21,690,000	2.50%	2023	SunTrust
Palm Beach County School District	Bus Lease Financing Series 2015	07/02/2015	14,235,296	1.24%	2020	Bank of America
City of Fort Walton Beach, FL	Utility Revenue Bonds, Series 2015	07/01/2015	8,794,000	2.92%	2033	BB&T
City of Palatka, FL	2015 Police & Admin Vehicles Lease	06/26/2015	389,000	1.95%	2020	US Bancorp
City of Temple Terrace, FL	Non Ad Valorem Revenue Note, Series 2015	06/25/2015	1,600,000	2.86%	2020	PNC
Lake County, FL	Capital Improvement Revenue Refunding Bonds, Series 2015A	06/24/2015	25,845,000	2.27%	2025	Regions
Lake County, FL	Limited General Obligation Refunding Bonds, Series 2015	06/24/2015	20,950,000	2.22%	2025	Citizens First Bank
City of Boca Raton, FL	Water and Sewer Revenue Bonds, Series 2015	06/19/2015	15,555,000	2.26%	2025	Regions
Orange County School District	Certificates of Participation, Series 2016A	05/27/2015	108,155,000	2.01%	2024	JP Morgan
City of Palatka, FL	2015 Sanitation Truck Lease	05/26/2015	289,257	1.95%	2022	US Bancorp
St Lucie County, FL	Capital Improvement Revenue Bond, Series 2015	05/22/2015	7,000,000	2.74%	2035	Pinnacle Public Finance
City of Boynton Beach, FL	Public Service Tax Refunding Bond, Series 2015	05/15/2015	24,210,000	2.00%	2025	Bank of America
Highlands County, FL	Infrastructure Sales Surtax, Series 2015	05/07/2015	23,600,000	2.01%	2025	Regions
City of Coral Springs, FL	Water and Sewer Revenue Bonds, Series 2015	05/07/2015	4,772,000	2.00%	2025	US Bancorp
Marion County School District	Refunding Certificates of Participation, Series 2015	05/01/2015	6,975,000	2.22%	2024	Bank of America
Alachua County, FL	Public Improvement Revenue Bonds, Series 2015A	04/23/2015	3,800,000	2.25%	2025	Ameris Bank
Alachua County, FL	Public Improvement Revenue Refunding Bonds, Series 2015B	04/23/2015	12,700,000	2.25%	2025	Ameris Bank
Osceola County, FL	Infrastructure Sales Surtax Revenue Bonds, Series 2015	04/22/2015	26,170,000	2.05%	2025	JP Morgan
Osceola County, FL	Limited General Obligation Refunding Bonds, Series 2015	04/22/2015	8,445,000	2.02%	2026	JP Morgan
City of Newberry, FL	Tourist Development Tax Refunding Note, Series 2015	04/14/2015	5,775,000	1.40%	2019	Hancock
City of Apopka, FL	Special Obligation Improvement Revenue Note, Series 2015	04/03/2015	960,000	1.67%	2022	Hancock Bank
Duval County School District	Certificates of Participation, Series 2015A (Forward Bank Loan)	04/02/2015	18,485,242	1.93%	2020	PNC
Miami Dade County, FL	2015 Police Vehicles Equipment Lease	04/01/2015	13,200,000	1.41%	2020	Bank of America
City of Orlando, FL	Capital Improvement Refunding Special Revenue Bond, Series 2015A	03/31/2015	5,705,000	1.82%	2023	Wells Fargo
Marion County School District	Bus Lease Financing Series 2015	03/27/2015	4,946,000	1.54%	2020	Bank of America
City of Boynton Beach, FL	Community Redevelopment Agency Taxable Refunding Revenue Bonds, Series 2015	03/26/2015	5,005,000	3.30%	2025	BB&T
St Lucie County, FL	Transportation Revenue Refunding Bond, Series 2015	03/20/2015	11,390,000	2.29%	2027	TD Bank
Clay County, FL	Utilities System Revenue Refunding Note, Series 2015	03/19/2015	42,210,667	2.82%	2030	SunTrust
City of Miramar, FL	Utility System Refunding Revenue Bonds, Series 2015	03/13/2015	11,485,000	2.75%	2030	Pinnacle Public Finance
Sarasota County, FL	Communications Services Tax Revenue Refunding Note, Series 2015	03/12/2015	11,430,000	2.09%	2025	TD Bank
City of Coral Springs, FL	General Obligation Bonds, Series 2015	01/23/2015	12,450,000	2.35%	2030	TD Bank
City of Leesburg, FL	Greater Leesburg Community Redevelopment Agency, Series 2015	01/14/2015	1,000,000	2.97%	2027	Citizens First Bank
City of Coral Gables, FL	Non Ad Valorem Revenue Note, Series 2015B	12/19/2014	6,500,000	2.50%	2029	US Bancorp
Sarasota County, FL	Limited Ad Valorem Tax Refunding Bond, Series 2014	12/18/2014	70,740,000	2.70%	2029	Raymond James
Duval County School District	Certificates of Participation, Series 2014B (QZAB)	12/04/2014	50,000,000	1.25% (Supplemental Coupon)	2028	Capital One Public Funding, LLC
City of Daytona Beach, FL	Fire Truck Equipment Lease, Series 2014	12/04/2014	755,000	2.04%	2024	US Bancorp
St Johns County, FL	Capital Improvement Revenue Refunding Bond, Series 2014	11/25/2014	8,081,000	2.10%	2019	Hancock Bank
St Lucie County, FL	Equipment Lease, Series 2014	11/25/2014	1,063,000	1.31%	2019	Bank of America
Duval County School District	Certificates of Participation, Series 2015A (Forward Bank Loan)	11/03/2014	10,495,000	2.46%	2024	PNC

Public Financial Management, Inc.
Florida Bank Loans
2014 to Present

St. Lucie County	Capital Improvement Refunding Revenue Bond, Series 2014	11/03/2014	10,495,000	2.41%	2025	TD Bank
City of Winter Park, FL	Electric Refunding Revenue Bond, Series 2014A	11/03/2014	5,900,000	2.99%	2034	Pinnacle Public Finance
Volusia County	Limited Tax General Obligation Refunding Bond, Series 2014	10/28/2014	18,695,000	1.92%	2021	PNC Bank
Sarasota County	Sales Surtax Revenue Note, Series 2014B	10/24/2014	17,955,000	2.30%	2024	JP Morgan
Monroe County	Infrastructure Surplus Tax Revenue Bonds, Series 2014	10/21/2014	31,885,000	2.36%	2024	Pinnacle Public Finance
St. Petersburg, City of	Non-Ad Valorem Revenue Note, Series 2014	10/15/2014	6,075,000	1.44%	2022	Hancock Bank
Pompano Beach, City of	Water & Sewer Bonds	09/26/2014	17,355,000	1.68%	2020	Regions Bank
Alachua County	Public Improvement Revenue Bond, Series 2014	09/12/2014	9,900,000	2.09%	2024	Hancock Bank
Coral Springs, City of	Capital Revenue Note, Series 2014	09/10/2014	10,043,000	2.47%	2024	Raymond James
Osceola County	Transportation Improvement Refunding Bonds (Osceola Parkway), Series 2014	09/09/2014	80,100,000	2.25%	2024	JP Morgan
Apopka, City of	Special Obligation Improvement Revenue Note, Series 2014	09/05/2014	1,200,000	1.92%	2024	Hancock Bank
Apopka, City of	Sanitation System Improvement Revenue Note, Series 2014	09/05/2014	1,100,000	1.07%	2019	Hancock Bank
Brevard County	Non Ad Valorem Revenue Note, Series 2014 -- (Energy Performance Contract)	08/15/2014	15,730,000	3.52%	2032	Bank of America
Coral Gables, City of	Sunshine State Government Finance Commission Revenue Bonds, Series 2014	08/12/2014	3,770,000	2.42%	2024	JP Morgan
Marco Island, City of	General Obligation Refunding Bond, Series 2014	08/08/2014	3,875,000	1.24%	2020	Hancock Bank
Stuart, City of	General Obligation Refunding Bond, Series 2014	08/05/2014	6,900,000	3.26%	2034	BB&T
Miami, City of	2014 Refunding of Series 2002A&C Bonds	08/01/2014	18,049,380	3.28%	2026	PNC Bank
Winter Springs, City of	Improvement Refunding Revenge Bond, Series 2014	07/30/2014	3,494,000	0.88%	2018	Hancock Bank
Melbourne, City of	Water and Sewer Refunding Revenue Bond, Series 2014	07/25/2014	7,030,000	1.98%	2022	BB&T
Leon County	Capital Improvement Refunding Revenue Bonds, Series 2014	07/23/2014	16,200,000	2.69%	2025	Regions Bank
Sarasota County	Communication Services Tax Revenue Refunding Bonds, Series 2014	07/17/2014	17,690,000	2.40%	2025	SunTrust Bank
Sarasota County	Five Cent Local Option Fuel Tax Revenue Refunding Bonds, Series 2014	07/17/2014	9,255,000	2.29%	2025	Hancock Bank
Marco Island, City of	Capital Improvement Revenue Note, Series 2014	06/17/2014	6,045,000	2.46%	2029	TD Bank
Winter Park, City of	Electric Refunding Revenue Bond, Series 2014	06/13/2014	7,680,000	2.74%	2033	Pinnacle Public Finance
Hollywood, City of	First Florida Government Finance Commission Refunding Revenue Note, Series 2014	06/12/2014	7,965,000	2.37%	2024	Pinnacle Public Finance
Palm Beach County, FL	Non-Ad Valorem Revenue Series 2014A	06/12/2014	17,830,000	1.16%	2019	Wells Fargo
Brevard County	Local Option Fuel Tax Refunding Revenue Bond, Series 2014	06/05/2014	32,025,000	2.77%	2026	TD Bank
Coral Springs, City of	Franchise Refunding Revenue Note, Series 2014	06/03/2014	9,441,272	1.70%	2020	Sabadell United Bank
Collier County	Gas Tax Refunding Revenue Note, Series 2014	05/29/2014	89,780,000	2.33%	2025	SunTrust Bank
Palatka, City of	Sanitation Truck and Police Cars, 2014 Lease	04/25/2014	777,800	1.62%	2021	Bank of America
Miami-Dade County	Special Obligation (Fire and Rescue) Refunding, Series 2014	04/24/2014	7,700,000	1.90%	2022	Sabadell United Bank
Cocoa Beach, City of	Capital Improvement Revenue Note, Series 2014A	04/23/2014	3,790,000	3.28%	2033	Pinnacle Public Finance
Duval County School District	Refunding Certificates of Participation, Series 2014A	04/11/2014	35,604,818	2.69%	2025	JP Morgan
Orlando, City of	Capital Improvement Refunding Special Revenue Bond, Series 2014A	03/31/2014	6,205,000	1.99%	2022	SunTrust Bank
Cocoa Beach, City of	Capital Improvement Refunding Note, Series 2014B	03/05/2014	2,840,000	1.88%	2023	Hancock Bank
Gainesville, City of	Refunding Revenue Note, Series 2014	02/14/2014	14,715,000	2.40%	2025	TD Bank
Sarasota County	Sales Surtax Revenue Note, Series 2014A	02/14/2014	10,044,000	2.18%	2024	TD Bank
95 Deals			**1,415,613,432**			

B. Commonwealth of Pennsylvania Charter and State of Florida License

Commonwealth of Pennsylvania

Department of State

Office of the Secretary of the Commonwealth

To all to whom these Presents shall come, Greeting:

WHEREAS, Under the provisions of the Business Corporation Law, approved the 5th day of May, Anno Domini one thousand nine hundred and thirty-three, P. L. 364, as amended, the Department of State is authorized and required to issue a

CERTIFICATE OF INCORPORATION

evidencing the incorporation of a business corporation organized under the terms of that law.

AND WHEREAS, The stipulations and conditions of that law have been fully complied with by the persons desiring to incorporate as

PUBLIC FINANCIAL MANAGEMENT, INC.

THEREFORE, KNOW YE, That subject to the Constitution of this Commonwealth and under the authority of the Business Corporation Law, I do by these presents, which I have caused to be sealed with the Great Seal of the Commonwealth, create, erect, and incorporate the incorporators of and the subscribers to the shares of the proposed corporation named above, their associates and successors, and also those who may thereafter become subscribers or holders of the shares of such corporation, into a body politic and corporate in deed and in law by the name chosen hereinbefore specified, which shall exist perpetually and shall be invested with and have and enjoy all the powers, privileges, and franchises incident to a business corporation and be subject to all the duties, requirements, and restrictions specified and enjoined in and by the Business Corporation Law and all other applicable laws of this Commonwealth.

GIVEN under my Hand and the Great Seal of the Commonwealth, at the City of Harrisburg, this 11th day of April in the year of our Lord one thousand nine hundred and seventy-five and of the Commonwealth the one hundred and ninety-ninth

C. DeLores Tucker

Secretary of the Commonwealth

DSCB-20 (Rev. 5-65)

State of Florida
Department of State

I certify from the records of this office that PUBLIC FINANCIAL MANAGEMENT, INC. is a Pennsylvania corporation authorized to transact business in the State of Florida, qualified on February 5, 1987.

The document number of this corporation is P13127.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on February 23, 2015, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-second day of June, 2015

Ken Detzner

Secretary of State

Tracking Number: CU0730504724

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

C. SEC and MSRB Registrations

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

OFFICE OF
THE SECRETARY

September 9, 2014

IN THE MATTER OF:	
Public Financial Management, Inc. Two Logan Square, Suite 1600 18th & Arch Streets Philadelphia, PA 19103-2700 SEC FILE NO.: 867-00482 Application Completion Date: September 5, 2014	ORDER GRANTING REGISTRATION PURSUANT TO SECTION 15B (a) (2) OF THE SECURITIES EXCHANGE ACT OF 1934

The above-named Applicant has completed its application with the Commission for registration as a municipal advisor pursuant to Section 15B(a)(2) of the Securities Exchange Act of 1934 (the "Act") on the above-referenced application completion date.

The Commission finds that the application contains the information prescribed under Section 15B(a)(2) of the Act and the rules thereunder. The Commission has not passed on the accuracy or adequacy of the information, and the effectiveness of Applicant's registration does not imply Commission approval or disapproval of Applicant's registration.

Accordingly, it is ORDERED, pursuant to Section 15B(a)(2) of the Act, that the Applicant's registration be, and hereby is, granted, effective forthwith.

For the Commission, by the Office of Compliance Inspections and Examinations, pursuant to delegated authority.

Lynn M. Powalski

Deputy Secretary

MSRB
Municipal Securities Rulemaking Board

Certificate of Current MSRB Registration

The Municipal Securities Rulemaking Board (MSRB) certifies that the organization listed below is registered with the MSRB as of the date of this letter.

MSRB ID:	K0204	**Registration Date:**	December 6, 2010
Registration Type:	Municipal Advisor	**Company Name:**	Public Financial Management, Inc.

This certificate may be verified by contacting the MSRB Market Information Department at (703) 797-6668 or by email to MarketInformation@msrb.org.

Signature: Stephanie Braddell

Name: Stephanie Braddell, Operations Manager

Date: September 12, 2011

900 Duke Street, Suite 660
Alexandria, VA 22314
202 223 9347
202 872 0347
www.msrb.org

7.
CONSENT AGENDA
April 6, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: April 6, 2016

Second Reading Date:

Presenter's Name and Title: Yvette Colbourne, Commissioner

Temp Reso Number: 6026

Item Description: Temp. Reso. No. 6026, SUPPORT OF THE NATIONAL LEAGUE OF CITIES' CALL TO ACTION FOR FEDERAL SUPPORT TO FLINT, MICHIGAN AND FOR WATER INFRASTRUCTURE NATIONWIDE. (Commissioner Yvette Colbourne)

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

Summary Explanation and Background: The City Commission desires to publicly support the National League of Cities' Resolution passed on March 8, 2016 (NLC Resolution), which urges the federal government to provide direct assistance to Flint, Michigan for its water crisis; asks the United States Environmental Protection Agency (EPA) to resolve the drinking water crisis; calls on the federal government to support economic recovery in Flint; and requests that the government support robust funding for all water infrastructure mechanisms, including the Clean Water and Drinking Water State Revolving Loan Fund programs and the Water Infrastructure Finance and Innovation Act.

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:

Content:
- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR No. 6026**
- **Attachment(s)**
  - **Attachment 1: National League of Cities' Resolution (NLC Resolution)**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Yvette Colbourne, Commissioner

DATE: March 29, 2016

RE: Temp. Reso. No. 6026, supporting the National League of Cities' Resolution requesting federal support for Flint, Michigan's water crisis and nationwide water infrastructure.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 6026, supporting the National League of Cities' Resolution requesting federal support for Flint, Michigan's water crisis and nationwide water infrastructure.

ISSUE: The City Commission desires to publicly express its support for the National League of Cities' Resolution passed on March 8, 2016 (NLC Resolution). Pursuant to City Code, the adoption of this Resolution requires City Commission approval.

BACKGROUND: The National League of Cities' Resolution (NLC Resolution), which was passed on March 8, 2016, urges the federal government to provide direct assistance to Flint, Michigan for its water crisis; asks the United States Environmental Protection Agency (EPA) to resolve the drinking water crisis; calls on the federal government to support economic recovery in Flint; and requests that the government support robust funding for all water infrastructure mechanisms, including the Clean Water and Drinking Water State Revolving Loan Fund programs and the Water Infrastructure Finance and Innovation Act.

Temp. Reso. No. 6026
3/29/16
3/31/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, SUPPORTING THE NATIONAL LEAGUE OF CITIES' RESOLUTION URGING THE FEDERAL GOVERNMENT TO PROVIDE DIRECT ASSISTANCE TO FLINT, MICHIGAN FOR ITS WATER CRISIS, AND SEEKING SUPPORT FOR NATIONWIDE WATER INFRASTRUCTURE MECHANISMS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the city of Flint, Michigan is experiencing a drinking water crisis whereby residents have been poisoned by lead-contaminated drinking water; and

WHEREAS, the elevated blood lead level was discovered in many Flint children after the city's water source was switched to the Flint River by the state-appointed emergency manager; and

WHEREAS, lead can have permanent and long-term effects on mental health, IQ and development, particularly in infants and children; and

WHEREAS, a contributing factor to the drinking water crisis is the city's aging infrastructure and the lack of investment in infrastructure and the community; and

WHEREAS, Flint, Michigan, is the latest city to experience high levels of lead in its drinking water and in the early 2000s, the District of Columbia experienced a similar crisis, as have many other cities; and

WHEREAS, access to clean drinking water is fundamental to the health and well-being of America's communities and families; and

WHEREAS, there is a need to invest in our water infrastructure nationwide; and

WHEREAS, the U.S. Environmental Protection Agency (EPA) estimates the nation's water infrastructure capital needs over the next 20 years to be approximately $720 billion in total, the American Society for Civil Engineers estimates the needed investment for water infrastructure to be $1.3 trillion over the next 20-25 years and other estimates put the cost at more than $4 trillion to maintain and build a 21st century water system that addresses climate change impacts.

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 affirmed as being true and correct and are incorporated herein.

Section 2: That the Commission announces its support for the National League of Cities' Resolution passed on March 8, 2016 (NLC Resolution), which urges the federal government to provide direct assistance to Flint, Michigan for its water crisis; asks the EPA to resolve the drinking water crisis; calls on the federal government to support economic recovery in Flint; and requests that the government support robust funding for all water infrastructure mechanisms, including the Clean Water and Drinking Water State Revolving Loan Fund programs and the Water Infrastructure Finance and

Temp. Reso. No. 6026
3/29/16
3/31/16

Innovation Act.

Section 3: This Resolution shall become effective 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 Commissioner Colbourne	**Voted**
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Darline B. Riggs	_____
Mayor Wayne M. Messam	_____

NLC RESOLUTION

SUPPORTING THE CITY OF FLINT, MICHIGAN, AND CALLING FOR FEDERAL SUPPORT

WHEREAS, the city of Flint, Michigan is experiencing a drinking water crisis whereby residents have been poisoned by lead-contaminated drinking water; and

WHEREAS, the elevated blood lead level was discovered in many Flint children after the city's water source was switched to the Flint River by the state-appointed emergency manager;

WHEREAS, lead can have permanent and long-term effects on mental health, IQ and development, particularly in infants and children; and

WHEREAS, studies have linked childhood lead poisoning to an increase in crime rates; and

WHEREAS, a contributing factor to the drinking water crisis is the city's aging infrastructure and the lack of investment in infrastructure and the community; and

WHEREAS, Flint, Michigan, is the latest city to experience high levels of lead in its drinking water — in the early 2000s, the District of Columbia experienced a similar crisis, as have many other cities; and

WHEREAS, access to clean drinking water is fundamental to the health and well-being of America's communities and families; and

WHEREAS, there is a need to invest in our water infrastructure nationwide; and

WHEREAS, the U.S. Environmental Protection Agency (EPA) estimates the nation's water infrastructure capital needs over the next 20 years to be approximately $720 billion in total; the American Society for Civil Engineers estimates the needed investment for water infrastructure to be $1.3 trillion over the next 20-25 years; and other estimates put the cost at more than $4 trillion to maintain and build a 21st century water system that addresses climate change impacts.

NOW, THEREFORE, BE IT RESOLVED that the National League of Cities (NLC) calls on Congress to provide direct assistance to the City of Flint, Michigan, and EPA and the federal government to work directly with local officials, for as long as necessary, to resolve the drinking water crisis through the provision of safe drinking water and to support economic recovery; and

BE IT FURTHER RESOLVED that NLC calls on Congress and the Administration to provide long-term support for the families affected by lead drinking water contamination in Flint and nationwide, including in the areas of education and mental health; and

BE IT FURTHER RESOLVED that NLC calls on Congress and the Administration to support robust funding for all water infrastructure funding mechanisms, including the Clean Water and

Drinking Water State Revolving Loan Fund programs and the Water Infrastructure Finance and Innovation Act (WIFIA); and

BE IT FURTHER RESOLVED that NLC calls on Congress and the Administration to support other mechanisms of infrastructure funding, including protecting the tax-exempt status of municipal bonds.

8.
RESOLUTIONS
April 6, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: April 6, 2016

Second Reading Date: N/A

Presenter's Name and Title: Sam Hines, Director of Human Resources, on behalf of Human Resources

Temp Reso Number: 5999

Item Description: TEMP. RESO. NO. 5999, APPROVING THE PROPOSED MEMORANDUM OF UNDERSTANDING WITH CAREERSOURCE BROWARD; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED MEMORANDUM OF UNDERSTANDING. (Human Resources Director Sam Hines)

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

Summary Explanation and Background: The City seeks to attract and retain qualified individuals to fill positions within the City and CareerSource Broward ("Agency") has indicated a willingness to provide the City with a cost-effective means of recruiting and training for these positions. The City and Agency therefore seek to form a partnership to enable the City to select any or all of the various services provided by the Agency for use by City citizens, residents and staff. This Resolution is for approval of the proposed Memorandum of Understanding, which sets forth the parties' understanding with respect to their agreed-upon roles and responsibilities as it relates to their partnership. Pursuant to the Memorandum of Understanding, the parties shall execute contracts specifically governing the terms of each of the programs and/or services to be provided by the Agency.

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: No Fiscal Impact to The City

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR5999**
- **Exhibit A: Proposed Memorandum of Understanding with CareerSource Broward**

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, Director of Human Resources

DATE: April 6, 2016

RE: Temp. Reso. No. 5999, approving and authorizing execution of the proposed Memorandum of Understanding with CareerSource Broward related to jobs, training and outplacement services for City employees and residents.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 5999, approving and authorizing execution of the proposed Memorandum of Understanding ("MOU") with CareerSource Broward ("Agency"), for the parties to form a partnership for the provision of jobs, training and outplacement services for employees and residents of the City.

ISSUE: City Commission approval is required for execution of the proposed MOU with the Agency.

BACKGROUND: The City seeks to attract and retain qualified individuals to fill positions within the City and the Agency" has indicated a willingness to provide the City with a cost-effective means of recruiting and training for these positions. The City and Agency therefore seek to form a partnership to enable the City to select any or all of the various services provided by the Agency for use by City citizens, residents and staff. The proposed MOU sets forth the parties' understanding with respect to their agreed-upon roles and responsibilities as it relates to their partnership. Pursuant to the Memorandum of Understanding, the parties shall execute contracts specifically governing the terms of each of the programs and/or services to be provided by the Agency, which may include skills assessment, incumbent worker training, on-the-job training, apprenticeship and internship programs and outplacement services.

Temp. Reso. No. 5999
2/29/16
3/24/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE PROPOSED MEMORANDUM OF UNDERSTANDING WITH CAREERSOURCE BROWARD; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED MEMORANDUM OF UNDERSTANDING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City seeks to attract and retain qualified individuals to fill positions within the City and to maintain a skilled workforce to the benefit of City citizens and residents; and

WHEREAS, CareerSource Broward ("Agency") provides various services to employers and job seekers throughout Broward County to facilitate better jobs, maximize employment and training opportunities for targeted populations and improve the sustainability of the workforce system; and

WHEREAS, the City and Agency desire to form a partnership to enable the City to select any or all of the various services provided by the Agency for use by City citizens, residents and staff; and

WHEREAS, the City and Agency seek to memorialize their understanding concerning their roles and responsibilities with respect to their partnership as set forth in the Memorandum of Understanding ("MOU") attached as Exhibit "A"; and

WHEREAS, the City Manager recommends approval of and authorization to execute the MOU between the City and the Agency; 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 MOU between the City and the Agency, and to authorize the City Manager to execute the MOU.

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 proposed MOU between the City and Agency attached hereto as Exhibit "A."

Section 3: That it authorizes the City Manager to execute the MOU attached hereto 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.

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 be effective 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"

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this ___ of _____, 20__, by and between the City of Miramar ("CITY"), a Florida Municipal Corporation, located at 2300 Civic Center Place, Miramar, Florida 33025, and CareerSource Broward ("AGENCY"), located at 6301 NW 5th Way, Suite 3000, Fort Lauderdale, Florida 33309, individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

WHEREAS, the AGENCY provides various services to employers and job seekers throughout Broward County, to facilitate better jobs, maximize employment and training opportunities for targeted populations, improve the sustainability of the workforce system and ultimately build a sustainable economy for Broward County; and

WHEREAS, the CITY desires to make available to its citizens and staff services, resources and programs administered by the AGENCY, including but not limited to the AGENCY's job-seeker and employer services; and

WHEREAS, the AGENCY and CITY have agreed to form a partnership to enable the CITY to select services provided by the AGENCY for use by CITY staff and citizens, as is to be determined by the Parties; and

WHEREAS, the Parties desire to memorialize their understanding concerning their roles and responsibilities with respect to their partnership.

NOW, THEREFORE, it is agreed to by the Parties that:

1. **PROGRAM/SERVICE AGREEMENTS**

   The Parties shall enter into written agreements, when applicable, for programs and/or services to be provided by the AGENCY through its partnership with the CITY, possibly including, but not limited to, the programs or services set forth below. The Parties shall collaborate to establish the goals, methods, outcomes and payment for each of the programs or services, to be mutually agreed upon by the parties prior to the commencement of the program or service. Nothing in this MOU guarantees a referral to or use of any of the programs or services described herein. The CITY will identify their workforce needs and the AGENCY will use its best efforts to identify a candidate to meet the needs.

2. **SKILLS ASSESSMENT**

   The CITY shall select one or more job- or subject-based assessments developed and administered by the AGENCY, to the extent available. For each assessment selected, the CITY shall determine the location of and proctor the assessment for a number of persons to be mutually agreed upon by the Parties. The AGENCY shall provide a liaison and the web-based programing for the assessments selected and proctored by CITY staff.

3. **WORK EXPERIENCE**

The CITY shall identify one or more vacant positions to be filled by participants provided by the AGENCY, and shall complete a job order form concerning the job description and responsibilities for each position. The AGENCY shall select a qualified participant or participants based on the job order form provided by the CITY, which participant shall work up to forty (40) hours a week and up to a total of six hundred eighty (680) hours at no cost to the CITY.

4. **INCUMBENT-WORKER TRAINING**

The CITY shall identify the type or types of training needed for existing employees. The AGENCY shall identify an AGENCY specialist to work with CITY staff to design a checklist and application process for the AGENCY-administered training program, and to facilitate the maximum amount of offset of training costs per employee.

5. **ON-THE-JOB TRAINING**

The CITY shall identify one or more new hires or existing employees to be trained by the AGENCY and complete a job order form concerning the job description and responsibilities for each position. The AGENCY shall work with the CITY to determine the maximum feasible amount of financial reimbursement to the CITY (up to 50 percent) for the hourly rate of pay for the selected employee's wages during the training period.

6. **OUTPLACEMENT SERVICES**

The CITY shall identify one or more employees separating from the CITY and the AGENCY shall prepare packets to provide to the departing employees. The literature provided by the AGENCY shall be paid for by the AGENCY and will include information regarding its services and resources.

IN WITNESS WHEREOF, the parties have executed this MOU as of the day and year first written below by their duly authorized representatives.

CITY OF MIRAMAR

By:_____
Kathleen Woods-Richardson
City Manager

Date: _____

ATTEST:

_____
Denise A. Gibbs, City Clerk

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.

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

CAREERSOURCE BROWARD

By: _____
Print Name: _____
Title: President/CEO

9.
RESOLUTIONS
April 6, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: April 6, 2016

Second Reading Date: N/A

Presenter's Name and Title: Barbara Hastings, Assistant Finance Director, on behalf of the Finance Department

Temp Reso Number: 6017

Item Description: Temp. Reso. No. 6017, ACCEPTING AND ADOPTING THE COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR THAT ENDED SEPTEMBER 30, 2015, RELATING TO THE ANNUAL AUDIT PERFORMED BY THE CITY'S INDEPENDENT AUDITOR, RSM US LLP. (Assistant Finance Director Barbara Hastings)

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

Summary Explanation and Background: The City is required to have an annual audit of its books and records by an independent certified public accountant, and a copy of such audit is to be provided to the City Commission. The resulting Comprehensive Annual Financial Report for the Fiscal Year that ended September 30, 2015 includes reports prepared by the City's independent certified public accountants, RSM US LLP, and other compliance reports compiled by staff following the completion of the annual audit.

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:

Content:
- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 6017**
  - **Exhibit A: 2015 Comprehensive Annual Financial Report**

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: Barbara Hastings, Assistant Finance Director

DATE: March 2, 2016

RE: Temp. Reso. No. 6017, approval of the Comprehensive Annual Financial Report for Fiscal Year 2015.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 6017, accepting and adopting the Comprehensive Annual Financial Report ("CAFR") for the Fiscal Year that ended September 30, 2015.

ISSUE: The City Code requires that a copy of the results of the annual audit be provided to the City Commission.

BACKGROUND: Section 2-205 of the City Code requires the books and records of the City to be audited at the end of each fiscal year. RSM US LLP, the City's independent auditors, performed the annual audit of the City's financial records for the fiscal year that ended September 30, 2015. The attached CAFR was prepared at the conclusion of the audit, and includes the basic financial statements, management discussion and analysis, and other financial reports compiled by City staff. The CAFR also includes reports of the City's independent certified public accountants and other compliance reports prepared by the City's auditors.

For the past 27 years, the City has received the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officer's Association. Staff anticipates that this year's CAFR will receive the award as well.

Temp. Reso. No. 6017
3/2/16
3/28/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, ACCEPTING AND ADOPTING THE COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR THAT ENDED SEPTEMBER 30, 2015, RELATING TO THE ANNUAL AUDIT PERFORMED BY THE CITY'S INDEPENDENT AUDITOR, RSM US LLP; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-205 of the City Code requires an annual audit of the City's books and records; and

WHEREAS, RSM US LLP, the City's independent auditors, performed the annual audit of the City's financial records for the fiscal year that ended September 30, 2015; and

WHEREAS, the City Commission has received and reviewed the City's Comprehensive Annual Financial Report (the "CAFR") for the Fiscal Year that ended September 30, 2015, which includes the reports of independent certified public accountants and other reports on compliance prepared by RSM US LLP, as well as reports compiled by City staff; and

WHEREAS, the City Manager recommends acceptance and adoption of the CAFR for Fiscal Year 2015; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to accept and adopt the CAFR for Fiscal

Year 2015, 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 accepts and adopts the CAFR for Fiscal Year 2015, attached as Exhibit “A”, including the report of the independent certified public accountants and other compliance reports submitted by the City’s independent auditor, RSM US LLP.

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

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"

The CAFR for Fiscal Year 2015 is available for review in the City Clerk's Office.

10.
RESOLUTIONS
April 6, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: April 6, 2015

Second Reading Date: N/A

Presenter's Name and Title: Jamie A. Cole, City Attorney, on behalf of the City Attorney's Office

Temp Reso Number: 6025

Item Description: Temp. Reso. No. 6025, ADOPTING CITY COMMISSION MEETING PROCEDURES; REPEALING ALL PRIOR RESOLUTIONS ESTABLISHING PROCEDURES APPLICABLE TO CITY COMMISSION MEETINGS. (City Attorney Jamie Cole)

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

Summary Explanation and Background: The City Commission desires to adopt new meeting procedures. This Resolution is for the adoption of new City Commission meeting procedures and for the repeal of prior Resolutions establishing procedures applicable to City Commission meetings.

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:

Content:
- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR**
  - **Exhibit A: Miramar City Commission Meeting Procedures**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager

BY: Jamie A. Cole, City Attorney

DATE: March 23, 2016

RE: Temp. Reso. No. 6025, adopting new City Commission procedures and repealing all prior Resolutions establishing procedures applicable to City Commission meetings.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 6025, for the adoption of new City Commission procedures and repeal of all prior Resolutions establishing procedures applicable to City Commission meetings.

ISSUE: City Commission approval is required for the adoption of new procedures applicable to City Commission meetings.

BACKGROUND: The City Commission desires to adopt new meeting procedures based on the substantial revisions to the existing procedures discussed during City Commission workshops. This Resolution is for the adoption of new City Commission meeting procedures and for the repeal of prior Resolutions establishing procedures applicable to City Commission meetings.

Temp. Reso. No. 6025
3/23/16
3/28/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, ADOPTING CITY COMMISSION MEETING PROCEDURES; REPEALING ALL PRIOR RESOLUTIONS ESTABLISHING PROCEDURES APPLICABLE TO CITY COMMISSION MEETINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to adopt new procedures applicable to City Commission meetings; and

WHEREAS, the City Commission of City of Miramar deems it to be in the best interest of the citizens and residents of the City to adopt the Miramar City Commission Meeting Procedures attached hereto as Exhibit "A" and repealing all prior Resolutions establishing procedures applicable to City Commission meetings.

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 adopts the Miramar City Commission Meeting Procedures attached hereto as Exhibit "A".

Section 3: That it repeals all prior Resolutions adopting procedures applicable to City Commission meetings.

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

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

MIRAMAR CITY COMMISSION MEETING PROCEDURES

I. COMMISSION MEETINGS

A. Regular Meetings

The City Commission shall hold regular meetings on the first and third Wednesday of each month, commencing at 7:00 P.M. Meetings are to be held in the City Hall Commission Chambers. However, the City Manager, in consultation with the Mayor, has discretion and flexibility to schedule holiday and seasonal break periods, to hold regular meetings at other dates, times or locations, or to cancel or reschedule any meetings.

B. Special Meetings

The Mayor or City Manager may call special meetings of the City Commission, or special meetings may be called at the written request of three or more members of the Commission to the City Clerk. Whenever a special meeting is called, written notice shall be served by the City Clerk upon each member of the Commission either in person or by notice left at their place of residence at least 48 hours prior to the start of the special meeting. The City Clerk shall make every effort to poll the members of the Commission to determine a convenient time for the special meeting. Notice to the public shall be posted at a public place at City Hall and, if possible, on the City's website. Notices shall state the date and time of the special meeting and the purpose of the meeting. No further business shall be conducted at the meeting except that stated in the notice. All meetings shall be open to the public except as expressly allowed by state law.

II. PROCEDURAL RULES

Meetings of the City Commission shall be informal and shall be conducted pursuant to the rules and procedures contained herein. Robert's Rules of Order may be consulted to resolve procedural conflicts if necessary.

A. Presiding Officer

The Mayor shall serve as the presiding officer at all Commission meetings. The Vice Mayor shall act as the presiding officer in the absence of the Mayor. In the absence of both the Mayor and Vice Mayor, the remaining Commissioners shall by majority vote select a presiding officer to carry out the functions of the Mayor and to run the meeting. The Mayor shall decide on all questions of order, unless an appeal is made to the other members of the Commission. In such event, a majority vote of the Commission will govern such questions of order. The Mayor may request an interpretation of parliamentary procedure from the City Attorney. The Mayor shall announce agenda items by the agenda item number. No further explanation or comment shall be made at that time. The City Attorney shall then read the title of the

legislation. Thereafter, the Mayor may call upon the City Manager to provide any needed explanation of the item being considered. If appropriate, the item shall then be opened for public comment or hearing, limited to three minutes per person, or such amount of time as determined by the presiding officer. All comments or questions by the public shall be directed to the Mayor. Following the close of the public hearing, the Commission shall discuss and consider the agenda item.

B. Decorum at Commission Meetings

The Mayor shall preserve order and decorum at Commission meetings. Should a member of the audience become unruly or behave in an inappropriate manner prejudicial to the proper conduct of the meeting, the Mayor shall have the right and the authority to require such person to leave the Commission Chambers, accompanied, if determined necessary, by the Sergeant at Arms. In the event the audience or a part of the audience becomes unruly, the Mayor may either recess or adjourn the meeting.

The Police Chief or designee shall serve as Sergeant at Arms at all City Commission meetings, and has the authority to remove any person or persons believed to have violated any of these procedures, or upon request of the Mayor.

C. Seating Arrangements on the Dais

The Mayor shall sit in the middle of the dais. The Vice Mayor shall sit to the immediate right of the Mayor. The remainder of the Commission shall sit to the right of the Vice Mayor. The City Manager shall sit to the immediate left of the Mayor, followed by the City Attorney and City Clerk.

The order of seating for the Commission shall be chosen as follows. Prior to the meeting after the Vice Mayor is selected, the senior most remaining Commission member shall select the seat to be occupied for that year of his or her choice. The same procedure shall be followed by the second and then third most senior remaining Commission members. If there is a tie in terms of seniority, the lowest seat number shall select first.

D. Order of Business

The Order of Business at regular Commission meetings shall be as follows:

1. Call to order
2. Roll call
3. Pledge of Allegiance
4. Moment of Silence

5. Proclamations or Presentations

6. Approval of Minutes, Consent Agenda and Public Comment on Consent Agenda Items

7. Resolutions

8. Public Participation (third Wednesday meeting of month only)—time certain at 7:30 p.m. to 8:00 p.m.

9. Public Hearings – Ordinances, quasi-judicial land use items, etc.

10. City Commission Reports

11. City Manager Reports

12. City Attorney Reports

13. Adjournment

E. Reading of Minutes

Unless a reading of the minutes is requested by a Commission member, minutes may be approved by motion as part of the Consent Agenda.

F. Consent Agenda

There shall be a Consent Agenda during each regular Commission meeting. The Consent Agenda shall contain Resolutions, motions and other pertinent matters that in the opinion of the City Manager can be handled and implemented without the necessity for discussion, except that items seeking approval of expenditures in excess of $1,000,000 and all construction-related items shall be placed under Resolutions. Before the Commission considers the Consent Agenda, any member of the public may comment on any item listed on the Consent Agenda. Discussion is limited to three minutes per person, or such amount of time as determined by the presiding officer. Unless a member of the Commission specifically requests that an item be removed from the Consent Agenda for discussion, all items shall be approved and adopted by a single motion and roll call vote.

G. Order of Vote

Roll call shall be by alphabetical order with the Mayor voting last.

H. Postponing Agenda Items

Absent emergency, the City Manager shall not bring an item for Commission consideration unless it is on the agenda. In the event that pertinent information relating to an agenda item is missing or unaccounted for prior to the meeting, the Commission may remove the item from the agenda at the meeting upon a majority vote.

There shall be no “tabling” of items. If a matter is to be postponed, it may be “continued” upon majority vote of the Commission.

III. PUBLIC HEARINGS

Individuals wishing to speak on matters that appear on the Agenda as “Public Hearings” will be recognized by the Mayor. The public shall be permitted to speak after the Mayor opens an item for public hearing and invites the public to speak. Discussion is limited to three minutes per person, or such amount of time as determined by the presiding officer. After the Public Hearing is closed by the Mayor, only members of the Commission or City staff shall be permitted to discuss the item.

IV. QUASI-JUDICIAL HEARINGS

Florida courts have determined that there are certain types of matters that are to be treated differently than other issues considered by the City Commission. Most decisions of the Commission are legislative in nature, which means that the Commission is acting as a policy making body. In contrast, in quasi-judicial matters, the Commission is applying existing rules and policies to a factual situation and is therefore acting like a judge or a jury in a courtroom. In such cases, the courts have decided that due process and fundamental fairness requires that more formal procedures be followed. The City Attorney shall determine which matters are to be treated as quasi-judicial and such items shall be placed in a separate section of the Agenda.

If one or more members of the Commission are absent from, or appearing remotely at, a Commission meeting, an applicant may request a deferral of his or her quasi-judicial item to the next Commission meeting, and that deferral shall be granted as a matter of right. If the applicant wishes to move forward with the quasi-judicial item without the full Commission being present in person at the hearing, the applicant waives any objection as to the item not being heard by the full Commission.

If the presiding officer determines that a large number of persons will be speaking on quasi-judicial items, the following procedures may be used at the discretion of the presiding officer:

1. Once sworn in, members of the public will be provided with a colored sticker indicating that they have taken an oath.

2. Stickers shall be placed on the clothing in a conspicuous place so that they may be seen by the Mayor.

3. Those members of the public not displaying a sticker shall not be permitted to speak until they have taken an oath.

The rules of procedure for quasi-judicial hearings shall be as follows:

1. Every person who wishes to speak shall be collectively sworn in by the City Clerk.

2. There hearings shall be conducted in an informal manner.

3. The City Attorney shall read the title of the item to be considered.

4. City staff shall present a brief synopsis of the application and make a recommendation.

5. The applicant shall make a presentation on the item.

6. The Commission shall hear from participants (including members of the public) in favor of and in opposition to the application, for up to three minutes each (or such amount of time as determined by the presiding officer).

7. All witnesses are subject to cross-examination by City staff, the City Commission and the applicant, and a participant may request that the Commission ask questions of a witness.

8. The applicant and staff shall make concluding remarks.

9. No further presentations or testimony shall be permitted, and the public hearing shall then be closed.

10. All decisions of the Commission must be based upon competent substantial evidence presented to it at the hearing.

11. All back-up materials provided to the Commission as part of the agenda shall automatically be made a part of the record of the hearing.

12. All approvals will be subject to staff's recommended conditions unless otherwise stated in the motion for approval.

V. PUBLIC PARTICIPATION

Public Participation shall be held during the third Wednesday Commission meeting of each month. The Public Participation section of the agenda shall commence at 7:30 P.M. and shall be concluded no later than 8:00 P.M. Those wishing to speak on items that are not on the agenda but pertinent to the City shall sign in on a sheet provided by the City Clerk prior to the meeting. The Mayor will call those persons wishing to speak in the order that they signed in. Discussion is limited to three minutes per participant, or such amount of time as determined by the presiding officer. If a participant desires to present materials to the Commission during Public Participation, the items shall be given to the City Clerk before the meeting for distribution. All those wishing to speak will be required to state their name and address for the record. Any agenda item being discussed at the time of Public Participation shall be continued to the end of the Public Participation.

VI. ADJOURNMENT

All meetings of the City Commission, whether special or regular, shall be adjourned no later than 11:00 P.M. However, the City Commission may, by four-fifths vote, declare that an emergency exists as to specific items on the agenda, and may continue the meeting beyond 11:00 P.M. for the purpose of taking action on the emergency item(s). In any event, the motion to continue the meeting must provide for a specific time frame that the City Commission will honor for purpose of continuing the meeting.

VII. GENERAL

The City Commission may waive any of these procedures by majority vote. In addition, failure to follow these procedures is not grounds for invalidation of an action by the Commission.

VIII. PREPARATION OF AGENDA ITEMS

A. Placement of Items on Agenda

The City Manager, City Attorney or any member of the Commission may place items on the agenda. Except as determined by the City Manager on a case-by-case basis, all information relating to items to be placed on the agenda shall be submitted to the City Clerk by noon thirty days prior to the City Commission meeting during which the item will be heard, and not less than three days prior to a Special Meeting. The City Manager will provide each member of the Commission a preliminary agenda packet seven business days prior to the scheduled City Commission meeting. A complete package of all agenda materials, including all back up materials, shall be provided to the City Commission and City Manager no later than the Thursday evening prior to the date of the meeting. In the event that pertinent information relating to an agenda item is missing or not included in the agenda package, the Commission may remove the items from the agenda at the meeting.

B. Agenda Closing Dates

The agenda for all regular meetings of the Commission shall be closed by noon seven days prior to the date of the meeting. No additional items may be added to the agenda unless deemed to be an emergency following the agenda closing date. An emergency item requiring immediate Commission action may be added to the agenda if approved by a Commissioner or the City Manager no later than 5:00 P.M. on the day before the meeting.

C. Preparation of Legislation

A Commissioner who would like to request preparation of legislation by the City Attorney or Administration shall place such requests for consideration under the “Other Business” section of the agenda. The request shall not be acted upon until the request

is approved by a motion of the majority of the Commission. However, the Mayor or a Commissioner may place any matter on the agenda for Commission consideration, provided the item is approved by the City Attorney as to legal sufficiency and otherwise satisfies applicable procedural requirements. The City Attorney shall review these items without City Commission approval if, in his or her opinion, it can be reviewed in a minimal amount of time. All Ordinances and Resolutions shall indicate the Commissioner's name or City Administration who requested the Legislation. All Ordinances and Resolutions shall contain the name of each Commissioner and whether such member voted for, against or failed to vote for the item. All Ordinances and Resolutions, once approved, shall be executed by the Mayor and Vice Mayor.

D. Proclamations

The Mayor and any Commissioner may request that the Mayor issue a proclamation. All requests for proclamations shall be made to the Mayor one week in advance if possible. Controversial items shall be brought for Commission consideration and approval. All proclamations shall be issued by the Mayor's office. Every proclamation shall include the name of the Commissioner requesting the proclamation.

E. Sequence of Agenda Items

At the request of the Mayor, items on the agenda may be moved out of sequence in order to expedite the matters before the Commission or for ease of reference and consideration.

F. Commission Work Requests

All requests for information shall be made to the City Manager or City Attorney only. When a Commissioner makes a request to the City Manager or City Attorney for information that in the opinion of the City Manager or City Attorney will involve a substantial or extensive expenditure of time and labor, the Commissioner shall place the item on the agenda under "Other Business." The request shall not be acted upon until the request is approved by a majority vote of the Commission.

11.
ORDINANCE
April 6, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: April 6, 2016

Second Reading Date: April 20, 2016

Presenter's Name and Title: Eric Silva, Director, on behalf of Community and Economic Development Department

Temp Ord Number: 1635

Item Description: (First Reading) Temp. Ord. No. 1635, RELATING TO COMPREHENSIVE PLANNING; MAKING FINDINGS; ADOPTING THE ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS SCHEDULE OF THE CAPITAL IMPROVEMENTS ELEMENT; ADOPTING A NEW POLICY 4.7 AS PART OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN, RELATING TO STATE ROAD 821 (FLORIDA'S TURNPIKE); ALL AMENDMENTS TO THE COMPREHENSIVE PLAN AS ADOPTED IN SECTION 105 OF THE LAND DEVELOPMENT CODE, PROVIDING A SEVERABILITY/INTERPRETATION CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. (Community and Economic Development Director Eric Silva)

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

Summary Explanation and Background: This Ordinance provides for the annual update to the Capital Improvement Schedule of the Capital Improvement Element ("CIE") of the Comprehensive Plan, consistent with the recently adopted Fiscal Years 2016-2020 Capital Improvement Program. Section 163.3177(3)(b), Florida Statutes, requires the City to incorporate the five year Capital Improvement Schedule into the Comprehensive Plan. Furthermore, this Ordinance includes a proposed text amendment to the Capital Improvement Element of the City of Miramar Comprehensive Plan reflecting an additional policy consistent with the Florida Department of Transportation's 2015-2020 Work Program and further regulated in Section 339.175(8)(g), Florida Statutes.

Instructions for the Office of the City Clerk:

Public Notice – As Required by the Sec. N/A of the City Code and/or Sec. N/A, Florida Statutes, public notice for this item was provided as follows: on 2/27/16, in a display ad in the Sun-Sentinel; by the 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**
- **Ordinance TO 1635**
  - **Exhibit A: Capital Improvement Schedule - FY2016 - FY2020**
  - **Exhibit B: Capital Improvement Schedule - FY2015 - FY2019**

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, Community and Economic Development Director

DATE: March 2, 2016

RE: Temp. Ord. No. 1635, Annual update to the Capital Improvement Schedule and a proposed Text Amendment to the Capital Improvement Element of the Comprehensive Plan.

RECOMMENDATION: The City Manager recommends approval of Temp. Ord. No. 1635, accepting and adopting the Capital Improvement Schedule and the proposed text amendment as being consistent with the goals, objectives and policies of the City's Comprehensive Plan.

BACKGROUND: This Ordinance provides for the annual update to the Capital Improvement Schedule of the Capital Improvement Element ("CIE") of the Comprehensive Plan, consistent with the recently adopted Fiscal Years 2016-2020 Capital Improvement Program. Section 163.3177(3)(b), Florida Statutes, requires the City to incorporate the five year Capital Improvement Schedule into the Comprehensive Plan. The Capital Improvement Schedule identifies the capital improvements that are needed to implement the Comprehensive Plan over the next five years. This ensures that the adopted Level of Service Standards are achieved and maintained for concurrency-related facilities, including sanitary sewer, solid waste, drainage, potable water, parks and recreation, schools and transportation facilities.

In addition, the proposed text amendment reflects the request of the Florida Department of Economic Development ("DEO") that the comprehensive plan of local governments be consistent with the Florida Department of Transportation's ("FDOT") change(s) to the 2015-2020 Work Program.

Below is the new Policy to the City of Miramar's Comprehensive Plan Capital Improvement Element.

> **Policy 4.7** The City supports the addition of lanes and reconstruction of State Road 821 (Florida's Turnpike), from Interstate 75 to Northwest 57 Avenue, as per the Florida Department of Transportation's 2015-2020 Work Program.

The proposed amendment is consistent with the City's Transportation Element, specifically Policy 1.19.3:

> "Support the widening of Florida's Turnpike to an eight-lane facility when eligible noise mitigation infrastructure is designed as part of the project implementation."

Furthermore, DEO staff, in conjunction with Florida Turnpike Enterprise staff, has noted that noise mitigation is provided where feasible and justified.

As per required state statutory reviews (Section 339.175(8)(g)), the DEO reviewed the Broward Metropolitan Planning Organization's annual Transportation Improvement Program ("TIP") for fiscal years 2015/2016 through 2019/2020 for consistency with local governments' comprehensive plans for the purpose of identifying projects that are inconsistent with those plans. The above referenced TIP project was found to be consistent with the City of Miramar's Comprehensive Plan. Inclusion of this TIP project in the City's Comprehensive Plan serves as acknowledgement of the City's support for this referenced project.

Temp. Ord. No. 1635
2/25/16
3/25/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; MAKING FINDINGS; ADOPTING THE ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS SCHEDULE OF THE CAPITAL IMPROVEMENTS ELEMENT; ADOPTING A NEW POLICY 4.7 AS PART OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN, RELATING TO STATE ROAD 821 (FLORIDA'S TURNPIKE); ALL AMENDMENTS TO THE COMPREHENSIVE PLAN AS ADOPTED IN SECTION 105 OF THE LAND DEVELOPMENT CODE, PROVIDING A SEVERABILITY/ INTERPRETATION CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 20, 2015, the City Commission adopted the City of Miramar Comprehensive Plan, which includes a capital improvements element designed to consider the need for and the location of public facilities, and a schedule of the capital improvements (the "Capital Improvements Schedule") needed to implement the Comprehensive Plan over the next five years, to ensure that the adopted Level of Service Standards are achieved and maintained for concurrency-related facilities, including sanitary sewer, solid waste, drainage, potable water, parks and recreation, schools, and transportation facilities; and

WHEREAS, Section 163.3177(3)(b), Florida Statutes, requires an annual review of the capital improvements element of a comprehensive plan and dictates that modification to update the five year capital improvements schedule be accomplished by ordinance; and

WHEREAS, pursuant to Section 163.3177(3)(b), Florida Statutes, the City proposes an annual update to the Capital Improvements Schedule, Table 6.1, of the Capital Improvements Element ("CIE") of the City's Comprehensive Plan, attached as Exhibit "A"; and

WHEREAS, pursuant to Section 339.175(8)(g), Florida Statutes, the Florida Department of Economic Opportunity ("DEO") reviews each Metropolitan Planning Organization's annual Transportation Improvement Program ("TIP") for consistency with the comprehensive plans of affected local governments; and

WHEREAS, the DEO has recommended adoption of the proposed new Policy 4.7 text amendment to the Capital Improvements Element to maintain consistency between the City's Comprehensive Plan and the Metropolitan Planning Organization's annual TIP and the Florida Department of Transportation's 2015-2020 Work Plan; and

WHEREAS, the new Policy 4.7 text amendment to the Capital Improvements Element provided for in this Ordinance is consistent with the Broward Metropolitan Planning Organization's annual TIP; and

WHEREAS, the Planning and Zoning Board, sitting as the local planning Agency, has found that the proposed amendment to the Capital Improvements Schedule, Table 6.1 to the CIE, and the new Policy 4.7 text amendment provided for in this Ordinance, are both internally consistent with the City's Comprehensive Plan and has recommended approval; and

WHEREAS, the City Manager recommends adoption of the proposed amendment to the Capital Improvements Schedule, Table 6.1 to the CIE, and the proposed text amendment as the new Policy 4.7 of the Capital Improvements Element of the City of Miramar's Comprehensive Plan; and

WHEREAS, the City Commission find it to be in the best interest of the citizens and residents of the City of Miramar to approve adoption of the proposed amendment to the Capital Improvements Schedule, Table 6.1 to the CIE, and the new Policy 4.7 as a part of the Capital Improvements Element of the City of Miramar's Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MIRMAR, FLORIDA, AS FOLLOWS:

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

Section 2: That it finds the annual date of the Table 6.1, the Capital Improvements Schedule for FY2016-FY2020, and the proposed new Policy 4.7 text amendment, all of the Capital Improvements Element to be in conformance and internally consistent with the City of Miramar Comprehensive Plan.

Section 3: That it finds that the Table 6.1, the Capital Improvements Schedule for FY 2016-FY2020, demonstrates the City's financial feasibility to fund capital projects necessary to ensure that the adopted Level of Service Standards are achieved.

Section 4: That Table 6.1 of the Capital Improvements Element of the City of Miramar Comprehensive Plan, as adopted in Section 105 of the Land Development Code of the City of Miramar, Florida, is hereby amended to read that Exhibit "A" - Capital Improvements Schedule for FY2016-FY2020 is adopted and that Exhibit "B" - Capital Improvements Schedule for FY2015-FY2019 is deleted.

Section 5: That the Capital Improvements Element of the Comprehensive Plan of the City of Miramar, Florida, as adopted in Section 105 of the Land Development Code of the City of Miramar, Florida, is hereby amended to read as follows:

VIII. Capital Improvements Element
Introduction

The Florida legislature mandated that local governments plan for the availability of public facilities and services to support development concurrent with the impact of such development. Consequently, the Capital Improvements Element (CIE) and Schedule of Improvements has become the "cornerstone" of achieving this mandate. The purpose of the CIE is to: 1) identify the capital improvements that are needed to implement the Plan; 2) ensure that adopted Level of Service (LOS) Standards are achieved and maintained for concurrency related facilities (sanitary sewer, solid waste, drainage, potable water, parks and recreation, schools and transportation facilities, including mass transit; 3) estimate the costs of improvements for which local government has fiscal responsibility; 4) analyze the fiscal capability of the local government to finance and construct improvements; and 5) adopt financial policies to guide the funding and construction of improvements. The CIE must demonstrate the economic feasibility and fiscal responsibility of the Comprehensive Plan.

Goal
The City of Miramar, in conjunction with other service providers to the city, shall provide adequate public facilities at adopted Level of Service (LOS) standards to all residents and businesses within its jurisdiction in a manner which, maximizes the use and value of existing facilities, and effectively manages future growth such that adequate capital facilities are cost-efficiently expanded concurrent with development and environmental impacts.

Objective 1
The Capital Improvements Element will be updated annually and capital improvements will be provided to correct existing deficiencies, to accommodate future growth at the adopted levels of service, and to replace worn-out or obsolete facilities, as indicated in the 2011-2015 Schedule of Capital Improvements (SCI).

* * *

Policy 4.6 The transportation LOS standards for the purpose of long range transportation planning shall be:

1. For Strategic Intermodal System (SIS) and Transportation Regional Incentive Program-funded Facilities, the LOS standards as identified in policy 4.5 (3)/Table II.
2. For roadways not on the SIS (including connectors), and not funded in accordance with Section 339.2819 F.S. (TRIP), the generalized two-way.
of Service Handbook, Florida Department of Transportation (2002).
3. When LOS standards are developed for SIS connectors, the City will evaluate adoption of these standards.
4. To assist in maintaining SIS level of service standards in the future, the City shall also consider strategies such as improvements to or the creation of parallel facilities, encouraging use of alternate modes of travel, and supporting travel demand management techniques.

<u>Policy 4.7 The City supports the addition of lanes and reconstruction of State Road 821 (Florida's Turnpike), from Interstate 75 to Northwest 57th Avenue, pursuant to the Florida Department of Transportation's Work Program.</u>

* * *

Objective 5
The City of Miramar, in collaboration with the School Board and Broward County, shall ensure that public school facilities are available for current and future students consistent with available financial resources and the adopted Level of Service (LOS) standard.

* * *

Section 6: Severability Clause/Interpretation.

(a) In the event that any term, provision, clause, sentence or section of this Ordinance shall be held by a court of competent jurisdiction to be partially or wholly unenforceable or invalid for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other or remaining terms, provisions, clauses, sentences, or sections of this Ordinance, and this Ordinance shall be read and/or applied as if the invalid, illegal, or unenforceable term, provision, clause, sentence, or section did not exist.

(b) That in interpreting this Ordinance, underlined words indicate additions to existing text, and stricken through words include deletions from existing text. Asterisks (* * * *) indicate a deletion from the Ordinance of text, which exists in the Code of Ordinances. It is intended that the text in the Code of Ordinances denoted by the asterisks and not set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance.

Section 7: Effective Date. Sections 1., 2., 3., 4., 6., and 7., of this Ordinance shall become effective immediately upon adoption on second reading. Section 5. of this Ordinance shall become effective as provided by general law. *See* §163.3184(3)(c)4., Florida Statutes.

PASSED FIRST READING:_____

PASSED AND ADOPTED ON SECOND READING: _____

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Darline B. Riggs

ATTEST:

_____
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this ORDINANCE 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	_____

Table 6.1

EXHIBIT A

Capital Improvement Program — *FY 2016 - FY 2020*

Section I: List of 5 Year Capital Projects that will have a fiscal impact on the FY 16 budget

Project Number	Project Title	5-Year Schedule FY 2016 - FY2020	Department	Budgeted FY 2016	FY 2017-2020	5-Year Total Cost
	Park Facilities					
51001	Vizcaya Park	FY 18	Construct & Fac Mgt	$ -	$ 275,000	$ 275,000
51002	Miramar Regional Park-Phase III	FY 17 - FY 20	Construct & Fac Mgt	-	900,000	900,000
51003	Park Improvements-Various	GF-Capital Proj Fund 395	Parks & Recreation	100,000	608,000	708,000
51005	Ansin Sports Complex - Phase II/III	FY 18	Construct & Fac Mgt	-	1,097,256	1,097,256
51006	Amphitheater at Miramar Regional Park	Park Dev Fund 387	Construct & Fac Mgt	500,000	-	500,000
51007	Monarch Lakes Park	FY 17	Construct & Fac Mgt	-	250,000	250,000
51009	Shirley Branca Pk Community Band Shell & Renov.	GF-Capital Proj Fund 395	Construct & Fac Mgt	305,000	-	305,000
51012	Lakeshore Park Improvements	GF-Capital Proj Fund 395	Construct & Fac Mgt	250,000	-	250,000
51013	River Run Park Improvements	GF-Capital Proj Fund 395	Construct & Fac Mgt	175,000	-	175,000
51014	Harbour Lake Park	GF-Capital Proj Fund 395	Construct & Fac Mgt	88,000	-	88,000
51015	Police Benevolent Association/Civic Ctr Park Expansion	GF-Capital Proj Fund 395	Construct & Fac Mgt	39,698	-	39,698
	Total PF Projects			**$ 1,457,698**	**$ 3,130,256**	**$ 4,587,954**
	Infrastructure Redevelopment & Improvement					
52004	Sewer Line Rehabilitation	Utility Fund 410	Utilities	$ 400,000	$ 1,900,000	$ 2,300,000
52008	Pembroke Road Overpass	2012 Bank Loan-Fund 385	Construct & Fac Mgt	180,000	-	180,000
52009	Public Informational Signs	FY 17	Construct & Fac Mgt	-	1,250,000	1,250,000
52010	Eastern Miramar Fire Hydrant & Lines Improvements	Utility Fund 410	Utilities	1,300,000	2,000,000	3,300,000
52016	Meter Repair & Replacement	Utility Fund 410	Utilities	250,000	1,000,000	1,250,000
52025	Traffic Signal-Silver Shores Blvd & Pembroke Road	Street Construction Fund 385	Construct & Fac Mgt	70,000	-	70,000
52029	Country Club Ranches Water Main Improve.- Phase I	FY 17	Utilities	-	6,000,000	6,000,000
52035	Drainage Improvements - Phase III	SRF Loan	Public Works	8,450,000	-	8,450,000
52038	West WTP Lab & Office Space Modification	Utility Fund 410	Utilities	600,000	-	600,000
52040	Historic Miramar Infrastructure Improve.-Phase III	SRF Loan - Fund 410	Utilities	5,500,000	-	5,500,000
52041	East Water Plant Process Enhancement	Utility Fund 410 & SRF Loan	Utilities	10,628,000	1,500,000	12,128,000
52047	Reclaimed Water System Exp/Piping-I-75 Crossing	CIAC Fund 414	Utilities	818,200	6,500,000	7,318,200
52049	Reclaimed Water System Expansion/WWRF	Utility Fund 410	Utilities	1,000,000	3,000,000	4,000,000
52051	Historic Downtown Revitalization	FY 17	Construct & Fac Mgt	-	500,000	500,000
52055	Additional North Bound Right Turn Lane-Dykes Road	FY 17	Construct & Fac Mgt	-	305,000	305,000
	Area Wide Drainage Improvement	SRF Loan	Public Works	1,200,000	-	1,200,000
Future	Historic Miramar Arts District	FY 19 - FY 20	Construct & Fac Mgt	-	2,800,000	2,800,000
Future	Miramar Parkway Streetscape (SW 64 to SW 68)	FY 17 - FY 18	Public Works	-	1,526,870	1,526,870
Future	Raw Water Main - Huntington Wellfield	FY 19 - FY 20	Utilities	-	1,800,000	1,800,000
Future	West WTP Nano-Membrane Skid	FY 18 - FY 19	Utilities	-	1,500,000	1,500,000
Future	Water Supply/Future Capacity Feasibility Study	FY 20	Utilities	-	200,000	200,000
Future	WWRF Secondary Vehicle Access	FY 19	Utilities	-	200,000	200,000
	Total IRI Projects			**$ 30,396,200**	**$ 31,981,870**	**$ 62,378,070**
	Public Buildings					
53012	Fire Station 107	GF-Capital Projects Fund 395	Construct & Fac Mgt	231,529	400,000	631,529
53014	Adult Daycare Center	GF-Capital Proj Fund 395	Construct & Fac Mgt	516,385	-	516,385
53018	Historic Public Safety Complex	FY 17	Construct & Fac Mgt	-	2,704,163	2,704,163
Future	Fire Rescue Logistics Relocation to Fire Headquarters	FY 18	Construct & Fac Mgt	-	500,000	500,000
Future	Fire Station 84 Relocation	FY 18	Construct & Fac Mgt	-	6,690,000	6,690,000
Future	Vicki Coceano Childcare Facility Replacement	FY 18 - FY 19	Construct & Fac Mgt	-	2,650,000	2,650,000
	Total BI Projects			**$ 747,914**	**$ 12,944,163**	**$ 13,692,077**

Capital Improvement Program *FY 2016 - FY 2020*

Section I: List of 5 Year Capital Projects that will have a fiscal impact on the FY 16 budget

Project Number	Project Title	5-Year Schedule FY 2016 - FY2020	Department	Budgeted FY 2016	FY 2017-2020	5-Year Total Cost
	Capital Equipment, Vehicle and Software					
54008	Portable and Mobile Radios	FY 17 - FY 20	Fire-Rescue	$ -	$ 1,295,600	$ 1,295,600
54010	Fire-Rescue Vehicles Leasing	Bank Loan-Fund 395	Fire-Rescue	2,233,800	$ -	$ 2,233,800
Future	Advanced Life Support Rescue (Station 107)	FY 17	Fire-Rescue	-	375,000	375,000
Future	Advanced Life Support Quint (Station 107)	FY 17	Fire-Rescue	-	850,000	850,000
Future	Air & Light Support Unit	FY 19	Fire-Rescue	-	300,000	300,000
Future	City Legacy Radio System	FY 17 - FY 20	Fire-Rescue	-	136,800	136,800
Future	Special Operations Vehicle	FY 20	Fire-Rescue	-	600,000	600,000
	Total CE Projects			**$ 2,233,800**	**$ 3,557,400**	**$ 5,791,200**
	Total FY 2016-FY 2020 CIP 5 Year Projects			**$ 34,835,612**	**$ 51,613,689**	**$ 86,449,301**

Section II: Requested Changes to Capital Projects that will have no fiscal impact on the FY 16 budget

Funds will be transferred between the following CIP projects:

				Transferred FY 2016	Budgeted FY 2016	Total FY 2016
52009	Public Informational Signs	General Fund 001 & CIP Bond 2013 Fund 388	Construct & Fac Mgt	**$ (305,302)**	$ -	$ (305,302)
51002	Miramar Regional Park - Phase III	CIP Bond 2013 Fund 388	Construct & Fac Mgt	150,000	-	150,000
51015	Police Benevolent Association/Civic Ctr Park Expansion	General Fund 001	Construct & Fac Mgt	35,302	39,698	75,000
54008	Portable and Mobile Radios	General Fund 001	Fire-Rescue	80,000	-	80,000
52055	Additional North Bound Right Turn Lane-Dykes Road	General Fund 001	Construct & Fac Mgt	40,000	-	40,000
51010	Corporate Conference Facility/Admin Building at MRP	Park Dev Fund 387	Construct & Fac Mgt	**(600,000)**	-	(600,000)
51006	Amphitheater at Miramar Regional Park	Park Dev Fund 387	Construct & Fac Mgt	600,000	-	(See below)
51010	Corporate Conference Facility/Admin Building at MRP	CIP Bond 2013 Fund 388	Construct & Fac Mgt	**(1,186,585)**	-	(1,186,585)
51006	Amphitheater at Miramar Regional Park	CIP Bond 2013 Fund 388	Construct & Fac Mgt	**(850,000)**	-	(See below)
52031	City Hall Renovation and Improvement	CIP Bond 2013 Fund 388	Construct & Fac Mgt	**(281,070)**	-	(281,070)
52031	City Hall Renovation and Improvement	GF-Capital Proj Fund 395	Construct & Fac Mgt	**(24,244)**	-	(24,244)
52035	Drainage Improvements - Phase III	CIP Bond 2013 Fund 388	Public Works	**(100,000)**	8,450,000	8,350,000
53017	OS Admin Bldg at Country Lakes West Park	CIP Bond 2013 Fund 388	Construct & Fac Mgt	**(1,300,000)**	-	(1,300,000)
53013	Miramar Cultural Center Expansion & Modification	CIP Bond 2013 Fund 388	Construct & Fac Mgt	**(128,231)**	-	(128,231)
53012	Fire Station 107	GF-Capital Proj Fund 395 & CIP Bond 2013 Fund 388	Construct & Fac Mgt	3,870,130	-	(See below)
	Capital Projects Contingency	CIP Bond 2013 Fund 388	Construct & Fac Mgt	**(512,022)**	-	(512,022)
51006	Amphitheater at Miramar Regional Park	CIP Bond 2013 Fund 388	Construct & Fac Mgt	154,022	500,000	404,022
53012	Fire Station 107	CIP Bond 2013 Fund 388	Construct & Fac Mgt	158,000	231,529	4,259,659
53014	Adult Daycare Center	CIP Bond 2013 Fund 388	Construct & Fac Mgt	200,000	516,385	716,385
53008	WWRF Building N Renovations	GF-Capital Proj Fund 395, Public Safety Fund 386 & CIP Bond 2013 Fund 388	Construct & Fac Mgt	**(2,090,586)**	-	(2,090,586)
53009	Historic District Police Substation	GF-Capital Proj Fund 395, Public Safety Fund 386 & CIP Bond 2013 Fund 388	Construct & Fac Mgt	**(2,883,410)**	-	(2,883,410)
53015	Utilities Storage Facility (PD-Vehicle Stage Facility)	Public Safety Fund 386 & CIP Bond 2013 Fund 388	Construct & Fac Mgt	**(321,841)**	-	(321,841)
53018	Historic Public Safety Complex	GF-Capital Proj Fund 395, Public Safety Fund 386 & CIP Bond 2013 Fund 388	Construct & Fac Mgt	5,295,837	-	5,295,837

Note: Project numbers are only assigned to existing and FY 2016 projects
Justifications for FY 2016 capital projects are available within each budgeted fund

Table 6.1

Exhibit B

Capital Improvement Program

FY 2015 - FY 2019

Section I: List of 5 Year Capital Projects that will have a fiscal impact on the FY 15 budget

Project Number	Project Title	5-Year Schedule FY 2015 - FY2019	Department	Budgeted FY 2015	5-Year Total Cost
	Park Facilities				
51002	Miramar Regional Park-Phase III	Park Dev Fund 387 & CIP Bonds 2013 Fund 388	Construct & Fac Mgt	$ 750,000	$ 750,000
51003	Park Improvements-Various	GF-Capital Proj Fund 395	Parks & Recreation	70,000	70,000
51006	Amphitheater at Miramar Regional Park	Park Dev Fund 387	Construct & Fac Mgt	600,000	600,000
51010	Corporate Conference Facility/Admin Building at MRP	Park Dev Fund 387	Construct & Fac Mgt	600,000	600,000
51015	Police Benevolent Association/Civic Ctr Pool Expansion	Park Dev Fund 387	Construct & Fac Mgt	185,000	185,000
Future	Country Lakes West Park	FY 16-FY 19	Construct & Fac Mgt	-	3,557,000
Future	Miramar Athletic Park Renovation	FY 16-FY 17	Construct & Fac Mgt	-	1,215,000
Future	Perry Wellman Field Renovations	FY 16-FY 17	Construct & Fac Mgt	-	1,314,000
	Total PF Projects			**$ 2,205,000**	**$ 8,291,000**
	Infrastructure Redevelopment & Improvement				
52004	Sewer Line Rehabilitation	Utility Fund 410	Utilities	$ 400,000	$ 2,100,000
52008	Pembroke Road Overpass	2012 Bank Loan-Fund 385	Construct & Fac Mgt	180,000	360,000
52010	Eastern Miramar Fire Hydrant & Lines Improvements	Utility Fund 410	Utilities	1,200,000	5,200,000
52014	Economic Development and Incentive Program	Utility Fund 410	Utilities	100,000	500,000
52016	Meter Repair & Replacement	Utility Fund 410	Utilities	250,000	1,250,000
52029	Country Club Ranches Water Main Improve.- Phase I	FY 16	Utilities	-	5,000,000
52034	Historical Miramar Neighborhood Streetlight Upgrade	GF-Capital Proj Fund 395	Public Works	50,000	260,000
52036	Landscaping & Beautification-Miramar Parkway (SW 64 Ave to Palm Ave and Red Road Gateway	GF-Capital Proj Fund 395	Public Works	400,000	400,000
52040	Historic Miramar Infrastructure Improve.-Phase III	SRF Loan - Fund 410	Utilities	563,564	6,063,564
52041	East Water Plant Process Enhancement	Utility Fund 410	Utilities	400,000	10,500,000
52044	Transit Improvement Program	GF-Capital Proj Fund 395	Public Works	138,000	569,000
52045	East Water Treatment Plant Lime Silo Rehabilitation	Utility Fund 410	Utilities	150,000	150,000
52046	West Water Treatment Plant Scada System Replacement	Utility Fund 410	Utilities	300,000	300,000
52047	Reclaimed Water System Expansion/Piping-I-75 Crossing	FY 16-FY 19	Utilities	-	7,500,000
52048	Injection Well Equipment Replacement	Utility Fund 410	Utilities	705,000	1,505,000
52049	Reclaimed Water System Expansion/WWRF	CIAC Fund 414	Utilities	2,200,000	3,700,000
52053	WWRF Valves Replacement	Utility Fund 410	Utilities	200,000	200,000
Future	SW 196 Avenue Roadway Construction	FY 19	Construct & Fac Mgt	-	950,000
Future	Miramar Town Center Transit Parking Expansion	FY 19	Construct & Fac Mgt	-	1,500,000
Future	West Water Treatment Plant Nano-Membrane Skid	FY 17-FY 18	Utilities	-	1,000,000
	Total IRI Projects			**$ 7,236,564**	**$49,007,564**
	Public Buildings				
53001	Police Headquarters Facility	CIP Bonds 2013 Fund 388	Construct & Fac Mgt	$ 550,000	$ 550,000
53008	WWRF Building N Renovations	Pub Safety Fund 386	Construct & Fac Mgt	500,000	500,000
53009	Historic District Police Substation	Pub Safety Fund 386 & CIP Bonds 2013 Fund 388	Construct & Fac Mgt	400,000	400,000
53011	Temporary Fire Station 107	Pub Safety Fund 386	Construct & Fac Mgt	15,000	15,000
53012	Fire Station 107	FY 16-FY 18	Construct & Fac Mgt	-	3,000,000
53013	Miramar Cultural Center Expansion & Modification	FY 16-FY 17	Construct & Fac Mgt	-	3,000,000
53014	Adult Day Care Center	CIP Bonds 2013 Fund 388	Construct & Fac Mgt	300,000	300,000
53016	Facilities Capital Improvement	FY 16-FY 19	Construct & Fac Mgt	-	2,490,000
53017	Operational Svcs Admin. Bldg at Country Lakes West Pk	FY 16	Construct & Fac Mgt	-	400,000
Future	Children's Museum in Miramar	FY 16	Construct & Fac Mgt	-	6,000,000
	Total BI Projects			**$ 1,765,000**	**$16,655,000**

Exhibit B

Capital Improvement Program FY 2015 - FY 2019

Section I: List of 5 Year Capital Projects that will have a fiscal impact on the FY 15 budget

Project Number	Project Title	5-Year Schedule FY 2015 - FY2019	Department	Budgeted FY 2015	5-Year Total Cost
	Capital Equipment, Vehicle and Software				
54001	Fleet Inventory Maintenance Management System	Fleet Maint. Fund 503	Public Works	$ 164,000	$ 164,000
Future	Advanced Life Support Rescue (053)	FY 16	Fire-Rescue	-	300,000
Future	Advanced Life Support Engine (056)	FY 17	Fire-Rescue	-	442,200
Future	Advanced Life Support Rescue (062)	FY 17	Fire-Rescue	-	300,000
Future	Advanced Life Support Rescue (055)	FY 16	Fire-Rescue	-	300,000
Future	Advanced Life Support Engine (057)	FY 17	Fire-Rescue	-	442,200
Future	Advanced Life Support Rescue (068)	FY 18	Fire-Rescue	-	318,400
Future	Advanced Life Support Rescue (069)	FY 19	Fire-Rescue	-	318,400
Future	Advanced Life Support Quint (036)	FY 16	Fire-Rescue	-	850,000
Future	Advanced Life Support Rescue (Station 107)	FY 17	Fire-Rescue	-	375,000
Future	Advanced Life Support Quint (Station 107)	FY 17	Fire-Rescue	-	850,000
Future	Advanced Life Support Engine (042)	FY 18	Fire-Rescue	-	451,100
Future	Supervisory Emergency Response Vehicle (SERV)	FY 16	Fire-Rescue	-	145,000
Future	Supervisory Emergency Response Vehicle (SERV)	FY 18	Fire-Rescue	-	150,000
Future	Air & Light Support Unit	FY 19	Fire-Rescue	-	300,000
	Total CE Projects			**$ 164,000**	**$ 5,706,300**
	Total FY 2015-FY 2019 CIP 5 Year Projects			**$11,370,564**	**$79,659,864**

Section II: Requested Changes to Capital Projects that will have no fiscal impact on the FY 15 budget

Funds will be transferred between the following CIP projects:

51002	Miramar Regional Park - Phase III	CIP Bonds 2013 Fund 388	Construct & Fac Mgt	$ 250,000	$ 250,000
51005	Ansin Sports Complex - Phase II/III	CIP Bonds 2013 Fund 388	Construct & Fac Mgt	(250,000)	(250,000)
51006	Amphitheater at Miramar Regional Park	UT-Capital Proj Fund 395	Construct & Fac Mgt	300,000	300,000
51007	Monarch Lakes Park	CIP Bonds 2013 Fund 388 & Public Safety Fund 386	Construct & Fac Mgt	(2,000,000)	(2,000,000)
51009	Shirley Branca Park Community Band Shell & Renovation	CIP Bonds 2013 Fund 388	Construct & Fac Mgt	(1,200,000)	(1,200,000)
52007	Miramar Gateway Streetscape Improvement-from SW 62 Ave to SW 64 Ave	St Maint Fund 385 & GF-Capital Proj Fund 395	Construct & Fac Mgt	(140,930)	(140,930)
52014	Economic Development & Incentive Program	Utility Fund 410	Utilities	(300,000)	(300,000)
52021	Historic Miramar Canal Improvements	CIP Bonds 2013 Fund 388, GF-Capital Proj Fund 395 & Utility Fund 410	Public Works	(550,933)	(550,933)
52022	Street Construction & Resurfacing-Various Locations	St Maint Fund 385 (2012 Bank Loan)	Public Works	366,686	366,686
52031	City Hall Renovation and Improvement	GF-Capital Proj Fund 395	Construct & Fac Mgt	24,244	24,244
52050*	Historic Miramar Complete Streets Development	Bonds 2013 Fund 388	Construct & Fac Mgt	297,675	297,675
52051*	Historic Downtown Revitalization (Mir Pkwy Streetscape-SW 68 Ave-SW 69 Way)	CIP Bonds 2013 Fund 388 & Capital Proj Fund 395	Construct & Fac Mgt	1,350,000	1,350,000
52052*	Citywide Embankment Stabilization & Stormwater Mgmt.	GF-Capital Proj Fund 395 & Utility Fund 410	Public Works	200,933	200,933
53001	Police Headquarters Facility	CIP Bonds 2013 Fund 388	Construct & Fac Mgt	1,300,000	1,300,000
53005	Transit Vehicle/Park & Ride Facility	St Maint Fund 385	Construct & Fac Mgt	(347,675)	(347,675)
53013	Miramar Cultural Center Expansion & Modification	CIP Bonds 2013 Fund 388	Construct & Fac Mgt	(200,000)	(200,000)
53014	Adult Day Care Center	CIP Bonds 2013 Fund 388	Construct & Fac Mgt	200,000	200,000
53015	Utilities Storage Facility	CIP Bonds 2013 Fund 388	Construct & Fac Mgt	(1,300,000)	(1,300,000)
53017*	Operational Svcs Admin Bldg at Country Lakes West Pk	Public Safety Fund 386 & CIP Bonds 2013 Fund 388	Construct & Fac Mgt	2,000,000	2,000,000
	Total			**$ -**	**$ -**

Title Changes and/or Project Description Changes are requested for the following CIP projects:

	Current Name	Recommended Name Change
52009	Monument Sign Replacement Program	Public Information Signs
52021	Canal/Lake Embankment Stabilization	Historic Miramar Canal Improvements
52022	Roadway Resurfacing-Various Locations	Street Construction & Resurfacing-Various Locations
52035	Streets & Drainage Improvements	Drainage Improvements

** New Projects*

Note: Project numbers are only assigned to existing and FY 2015 projects

Justifications for FY 2015 capital projects are available within each budgeted fund

12.
QUASI-JUDICIAL
April 6, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: April 6, 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: 6013

Item Description: Temp. Reso. No. 6013, CONSIDERING APPLICATION NO. 1501353, CONDITIONAL USE APPROVAL TO ALLOW A SPRINGHILL SUITES HOTEL ON A 2.94 ACRE SITE WITHIN THE MIRAMAR PARK OF COMMERCE PHASE V PLAT, LOCATED SOUTH OF MIRAMAR PARKWAY, NORTH OF THE HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE, AND EAST OF RED ROAD. (Community and Economic Development Director Eric Silva)

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

Summary Explanation and Background: This is an application for Conditional Use to develop a 6-story, 124 room hotel, 132 parking spaces and related facilities on a 2.94-acre parcel within the Miramar Park of Commerce Phase V Plat. Land Development Code Section 706.3.2(j) requires that proposed hotels within a Planned Industrial District ("PID") zoning designation are permitted as a Conditional Use, subject to the requirements of B2 (Community Business) zoning district standards.

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 3/23/16 and/or by sending mailed notice to property owners within 1,000 feet of the property on 3/23/16. (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 6013**
- **Attachment(s)**
  - **Attachment 1: Location Map**
  - **Attachment 2: Development Review Report**
  - **Attachment 3: Planning and Zoning Board Minutes**

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 29, 2016

RE: Temp. Reso. No. 6013 conditional use to develop a 6-story, 124 room SpringHill Suites hotel with 132 parking spaces and related facilities on a 2.94-acre parcel within the Miramar Park of Commerce Phase V Plat

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RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 6013 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 approval of a conditional use on a property within the City.

BACKGROUND: This is an application for conditional use to develop a 6-story, 124 room hotel, 132 parking spaces and related facilities on a 2.94-acre parcel within the Miramar Park of Commerce Phase V Plat. Land Development Code Section 706.3.2(j) requires that proposed hotels within a Planned Industrial District zoning designation are permitted as a conditional use, subject to the requirements of B2 (Community Business) zoning district standards.

The proposed hotel is located adjacent to a lake and to the Homestead Extension of the Florida Turnpike. Access to the hotel is from Red Road, via a driveway leading south from Mark's Way. The Development Review Committee signed off on the conditional use with a recommendation of approval on December 3, 2015. Pursuant to Land Development Code Section 501.11.5, a Community Meeting on this Conditional Use application was conducted on January 5, 2016, and no one from the public was in attendance. The Planning and Zoning Board recommended approval of the conditional use on January 12, 2016 (see attached minutes).

Temp. Reso. No. 6013
2/29/16
3/25/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, CONSIDERING APPLICATION NO. 1501353, CONDITIONAL USE APPROVAL TO ALLOW A SPRINGHILL SUITES HOTEL ON A 2.94 ACRE SITE WITHIN THE MIRAMAR PARK OF COMMERCE PHASE V PLAT, LOCATED SOUTH OF MIRAMAR PARKWAY, NORTH OF THE HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE, AND EAST OF RED ROAD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, Miramar Hotels LLC, a Florida Corporation, has submitted a complete application for conditional use review as provided for in Section 503 of the Land Development Code ("LDC"); and

WHEREAS, the Development Review Committee ("DRC") has reviewed the conditional use application pursuant to Section 503.4 of the LDC and made a determination that the conditional use is in substantial conformance with the requirements therein; and

WHEREAS, the applicant has complied with the courtesy notice requirements of Section 501.11 of the LDC; and

WHEREAS, the City Manager and the Planning and Zoning Board recommend approval; and

WHEREAS, the City Commission finds that the approval of the conditional use is in the best interest of the citizens and residents of the City of Miramar, Florida.

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 conditional use application for the SpringHill Suites hotel is in substantial compliance with the requirements of Section 511 of the Land Development Code and is approved on property lying in the State of Florida, County of Broward, to wit:

> A portion of parcel "A" "Miramar Park of Commerce Phase V", according to the plat thereof, as recorded in plat book 170, at pages 161 through 164, of the public records of Broward County, Florida, being more particularly described as follows:
>
> Commence at the southwest corner of said parcel "A"; said point of commencement being on the easterly right-of-way line of Hiatus Road (S.W. 112th Avenue) – Red Road (S.R. 823); thence north 88°14'21" seconds east for 260.00 feet to a point of curvature of a circular curve concave southwesterly; thence northeasterly, easterly, and southeasterly along a circular curve to the right, having a radius of 594.00 feet and a central angle of 31°27' 33", for an arc distance of 326.15 feet to a point on said circular curve; last mentioned two courses being coincident with the most southerly boundary lines of said parcel "A"; thence north 01°45'39" west, along a line that is parallel with and 570.00 feet east of, as measured at right angles to the said easterly right-of-way line of Hiatus Road (S.W. 112th Avenue) - Red Road (S.R. 823), for 242.28 feet to the point of beginning; said point of beginning lying on the north line of parcel "C", of said plat of "Miramar Park of Commerce Phase V"; thence continue north 01°45'39" west for 375.14 feet; last described course being coincident with a portion of the easterly line of an existing parcel as recorded in official record book 44712 at page 887, and also being coincident with a portion of the easterly line of an ingress/egress easement as recorded in official record book 46993 at page 1729; thence

> north 87°50’29” east for 339.72 feet; thence south 02°09’31” east, perpendicular to the last course, for 375.13 feet to a point on the north line of said parcel “C”; said parcel line also being a southerly line of said parcel “A”; thence south 87°50’29” seconds west along said north like of parcel “C” for 342.32 feet to the point of beginning. All lying and being in section 30, township 51 south, range 41 east, City of Miramar, Broward County, Florida.

The approval of this conditional use permit to develop a 6-story, 124 room hotel, 132 parking spaces and related facilities for Miramar Hotels, LLC, a Florida Limited Liability Company, (the “Conditional Use”) for the subject property is based upon the 44 page site plan for Springhill Suites for the subject property, consisting of a one page cover sheet of which was prepared by Camero & Associates, Inc., civil engineers and planners, of Miami, FL, under Job #14-126, dated 2/12/154 with no date of revision; the one page boundary survey prepared by Scwebke, Shiskin & Associates of Miramar, FL, under File No. B-1975 undated; 35 pages was entitled Springhill Suites prepared George White Architect of Lake Worth, FL, under Job #GW2014001, dated 2/12/15 with no date of revision for Sheets C-3, C-4, WS-5, FP-1, FP-2, A-100.2, A-420, A-421, A-423, A-430, A-431, A-432, A-433, A-434, PMS-2, PD-1, with one revision for Sheets A-100.0, A-100.1, A-100.3, A-100.4, A-100.5, A-100.6, A-100.7, A-111.1, A-111.2, A-111.3, A-111.4, A-111.5, A-111.6, A-111.7, A-130.1, A-130.2, with two revisions for Sheets A-130.3, A-130.4, and with last date of revision for Sheet E1.1 on 1/20/16; 4 pages of which are prepared by the City of Miramar Engineering Services Department undated and unrevised for Sheet 1 of 10 without sheet

#, Sheet C-7, C-8, and C-9; and 3 pages of which were prepared by Rhett Roy of Ft. Lauderdale, FL for Springhill Suites, under Project No. 14044.00 and dated 2/2/15 with last date of revision of 11/25/15 for Sheet L-1, with last date of revision of 1/14/16 for Sheets L-2 and L-3 (the "Site Plan").

Section 3: 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 4: 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.

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

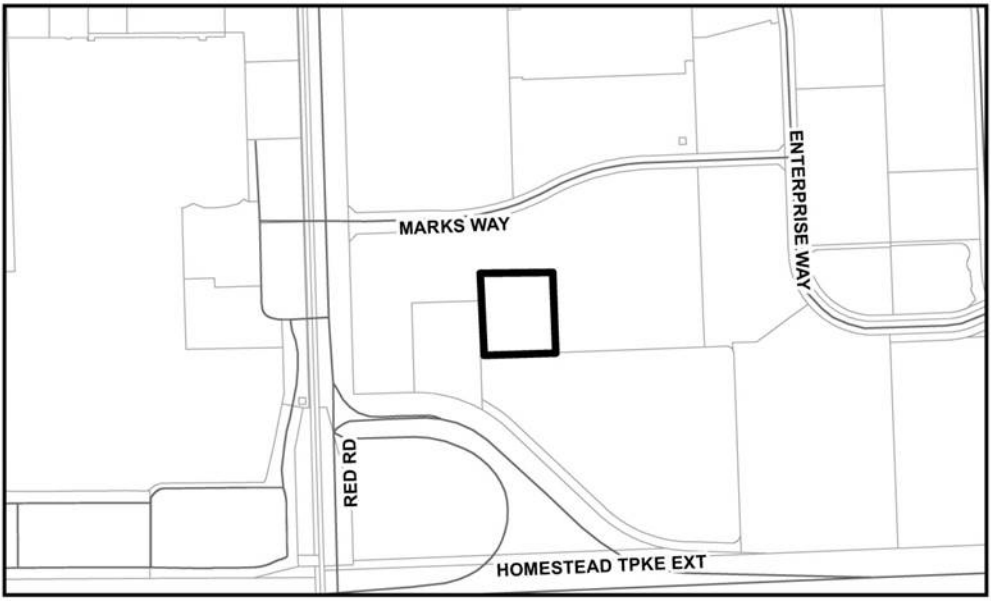
I HEREBY CERTIFY that I have
approved this RESOLUTION
as to form:

_____
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	_____

Location Map/Aerial View
CU 1501353

Attachment 1



Attachment 2
Application: #1501353
Date: April 8, 2015
Final: January 6, 2016
Project Manager: Elsi Rose

City of Miramar
Community Development Department
Development Review Report

Approved by:

I) Project Summary

Application Number: **#1501353, Conditional Use for Miramar Hotels, LLC**, a 6-story, 124 room hotel, 132 parking spaces and related facilities on a 2.94 acre site located within the Miramar Park of Commerce Phase V plat. This subject property is currently vacant.

Application Summary: Applicant seeks to develop a hotel on a 2.94 acre site in the Planned Industrial Development (PID) zoning district. Because this use is not permitted by right in this zoning district, a Conditional Use approval is required.

Specifically, Section 706.3.2(j) of the Land Development Code states that the following use is permitted in the PID Zoning district, if first approved as a conditional use:

Hotels, motels, and similar lodging subject to the requirements of the B-2 zoning district.

Agent:
Dennis Mele
200 East Broward Blvd., Suite 1800
Fort Lauderdale, FL 33301
Phone: (954) 761-2923
Email: kim.santiago@gmlaw.com

Miramar Hotels, LLC
2860 Marina Mile Blvd, Suite 119
Fort Lauderdale, FL 33312
Phone: (954) 316-1150
Email: jay.patel@luckeysmanage.com

Owner:
Sunbeam Development Corporation
James G. Goggins, Executive Vice-President
1401 79th Street Causeway
Miami, FL 33141
P: (305) 795-2617

Email: jgoggins@wsvn.com

Related Application(s): #1501123 - Site Plan
#1501349 - Community Appearance Board

II) Site Data

Location: The subject site is located at the Miramar Park of Commerce, at the lot east of the existing Hampton Inn & Suites.

Land Use Plan Designation: Regional Activity Center (RAC)

Zoning District: Planned Industrial Development (PID)

Existing Use: Vacant

Proposed Uses of Property: 6-story, 124 room hotel, 132 parking spaces and related facilities

Area: 2.94 acres

Adjacent properties:

	Existing Use	Zoning	Land Use Plan
North	Vacant/Marks Way	Planned Industrial Development (PID)	Regional Activity Center (RAC)
East	Vacant	Planned Industrial Development (PID)	Regional Activity Center (RAC)
South	Stormwater Retention / Florida Turnpike	Planned Industrial Development (PID)	Regional Activity Center (RAC)
West	Hotel/Red Road	Planned Industrial Development (PID)	Regional Activity Center (RAC)

III) Review Criteria

Conditional uses are generally not compatible with the other land uses permitted in a specific zoning district but, may be permitted following individual review as to their number, location, design, configuration, and/or methods and hours of operation with careful consideration of the public need for the particular use at the particular location proposed, as well as the need for the imposition of individualized conditions in order to ensure that the use is compatible with the surrounding neighborhoods and appropriate at a particular location. Per Section 503.3 of the Code, all proposed conditional uses shall meet each of the following standards:

a) The proposed use shall be consistent with the Comprehensive Plan;

Applicant's Response: The Property is located within the County's Regional Activity Center whereby the Hotel is a permitted use under such land use designation and therefore the proposed use is consistent with the County's comprehensive plan.

Staff's Evaluation: The site has a "Regional Activity Center (RAC)" Future Land Use designation. According to Policy 1.13c of the City's Comprehensive Plan, "must include large existing or planned concentrations of diverse activities and employment or educational opportunities of regional significance consisting of more than retail trade." Hotels/lodging would be included in this category and provide additional rooms needed within the City and this RAC.

In addition, Land Development Code Section 706.3.2 (j) permit this use if first approved as a Conditional Use.

b) The establishment, maintenance or operation of the proposed use shall not be detrimental to or endanger the public health, safety, comfort, or general welfare;

Applicant's Response: The Hotel will not be detrimental to or endanger the public health, safety, comfort or general welfare of the area. The Property is located within the City's Planned Industrial Development zoning district with a Regional Activity Center land use designation. The purpose of this zoning district includes, but is not limited to, allowing for a variety of uses to accommodate the City's industrial and commerce needs. The proposed Hotel will serve the needs of the surrounding neighborhoods and the proposed use of the Property is in compliance with the goals and objectives of the Planned Industrial Development zoning and commercial use of the Property.

The proposed Hotel is a limited service hotel and is located within the industrial Regional Activity Center area of the City, adjacent to a hotel owned by the Applicant (Hampton Inn and Suites) ("Adjacent Hotel") to the west of the proposed Hotel. The Adjacent Hotel offers similar limited amenities as the proposed Hotel such as 1,200 square feet of meeting space, a limited dining area and 122 hotel rooms. The Adjacent Hotel is a successful limited service hotel that serves the businesses in this area of the City. Additionally, other hotels in the area, such as the Courtyard Marriot which is approximately 3.6 miles from the proposed Hotel, offers similar amenities and number of 128 rooms. Based on the other limited service hotels near the Property, the proposed use will not negatively impact the public health, safety, comfort or general welfare as it will benefit the surrounding areas and is consist with the surrounding uses within the Property. Additionally, the Property is not adjacent to any residential areas since it is contained within the City's Regional Activity Center district and will not negatively impact any residential areas.

Staff's Evaluation: Hotels are generally not considered detrimental to the public health, safety, comfort, or general welfare when built in accordance with applicable codes. The parcel is currently vacant and located adjacent to an existing hotel. This site is consistent with relative requirements of the City's code and provides additional diversity in land uses within the RAC.

c) The proposed use shall be consistent with the existing natural environment and community character of the immediate neighborhood of the proposed use;

Applicant's Response: There are no unique natural features on the Property. The Hotel will provide a necessary service to those businesses in the Regional Activity Center; therefore, the proposed Hotel is consistent with the industrial and business environment surrounding the Property. As stated above in (b), the Property is located west of the Adjacent Hotel and other hotels near the Property offering similar amenities, accordingly, the proposed use is consist with the uses surrounding the Property. Additionally, the Property is not adjacent to any residential areas. For these reasons the Hotel is consistent with the existing natural environment and the community character.

Staff's Evaluation: The subject property is an outparcel of the larger Interchange Park development area. This area is a developing primarily non-residential (retail/industrial) mixed use portion of the City north of the Homestead Parkway. This site provides a mix of non-residential uses (retail and industrial) to this portion of the City and Broward County. This site and the adjacent properties are typically accessed via automobile, and the site is situated on heavily traveled roadway within a developing non-residential (commercial, industrial) area, therefore Staff concludes that a hotel is consistent with the existing community character.

d) Utilities, roadway capacity, drainage, and other necessary public facilities, including police, fire, emergency services, shall exist at the city's adopted level of service, or will be available prior to issuance of any certificate of occupancy;

Applicant's Response: The Applicant's plan of development for the proposed Hotel satisfies the City's adopted level of service required for utility, roadway capacity, drainage and other necessary facilities, including policy, fire and emergency services.

Staff's Evaluation: Infrastructure exists on site; it has been analyzed for sufficiency during the site plan review process and will be ensured prior to the issuance of any certificate of occupancy.

e) Adequate measures exist or shall be taken to provide safe ingress and egress to the proposed use, for both vehicles and pedestrians, in a manner that minimizes traffic congestion in the public streets and the use may not result in a significantly greater amount of traffic on local streets than would result from a development permitted by right;

Applicant's Response: As depicted on the proposed site plan adequate measures have been included to provide safe ingress and egress to the proposed use, for both vehicles and pedestrians, in a manner that minimizes traffic congestion in the public streets. The Hotel will not result in a significantly greater amount of traffic on local streets than would result from a development permitted by right. The Applicant's plan of development proposes 132 parking spaces which are adequate parking for the proposed Hotel. Additionally, the location of the proposed Hotel provides adequate distance from any other uses in the area which will minimize traffic in the area.

Staff's Evaluation: Based on the Site Plan, the applicant is providing one access point to Marks Way with continuing access to Red Road and the Florida Turnpike.

f) The establishment of the conditional use shall not impede the development and improvement of surrounding properties for uses permitted in the zoning district nor have a negative impact on the value of those properties;

Applicant's Response: As stated above in (b), the Property is located west of the Adjacent Hotel and near other hotels that offer similar amenities. The Adjacent Hotel and the proposed Hotel provide a needed service in the Regional Activity Center. Additionally, the Property is not adjacent to any residential areas and is therefore consistent with the surrounding uses near the Property. For these reasons, the proposed use will not impede the development and improvement of surrounding properties for uses permitted in this zoning district nor will the proposed Hotel have a negative impact on the value of said properties since the proposed Hotel is consistent with the surrounding area.

Staff's Evaluation: Hotels are not an uncommon use in a large scale, mixed use development such as this. The Miramar Park of Commerce development includes a mix of uses located within the City's approved Regional Activity Center (RAC). Staff does not believe that the Conditional Use would negatively impact development of surrounding area properties and concurs with the applicant's statement that the proposed use will not impede the development and improvement of surrounding properties.

g) The design of the proposed use shall minimize adverse effects, including noise, light dust or other potential nuisances, of the proposed use on adjacent property through the use of building orientation, setbacks, buffers, landscaping and other design criteria;

Applicant's Response: As depicted on the Applicant's site plan, adequate measures will be taken to minimize adverse effects, including noise, light or dust or other nuisances of the Hotel on adjacent property through the use of building orientation, setbacks, buffers, landscaping and other design criteria. The proposed Hotel is west of the Adjacent Hotel and will be consistent with the design, size and amenities of the Adjacent Hotel and other hotels near the Property. The Hotel is also adjacent to a lake to the south which will minimize any adverse effects on other surrounding industrial uses near the Property. The perimeter to the north and the east of the proposed Hotel contains a landscape buffer that is sufficiently landscaped. The plan of development also provides for large palm trees between the proposed Hotel and the lake. Additionally, the proposed Hotel is placed on the southwest corner of the Property with sufficient space from any other uses in the area.

Staff's Evaluation: Based on the site design and layout including, Staff concurs with the Applicant's statements regarding minimization of adverse impacts.

h) The use shall not have an adverse impact on the economic stability of the neighborhood.

Applicant's Response: As stated above in (b), the Property is located within the City's Planned Industrial Development zoning district with Regional Activity Center land use designation. A goal of the City's Planned Industrial Development zoning district is to support the economic base of the City. The Hotel will provide a service for those people who are visiting the businesses in the area. The proposed Hotel will contain attractive amenities for guests including, but not limited to a pool, pool deck, large covered porch, enclosed patio near the entrance of the Hotel. The Hotel will help the economic stability of the neighborhood by providing jobs and a service for the businesses in the area. Additionally, the proposed Hotel is located within miles of the Turnpike, restaurants, and shops, including the Shops at Pembroke Gardens that would have a positive impact on the economic stability of the neighborhood.

Staff's Evaluation: Staff does not believe the use would have an adverse impact on the economic stability of the neighborhood and concurs with the applicant that this use would be economically beneficial to the neighborhood.

i) The land area must be sufficient, appropriate and adequate for the proposed use.

Applicant's Response: The proposed Hotel is located on a large area of land that provides for sufficient amenities in addition to the structure of the Hotel. The amenities include but not limited to, a pool, pool deck, large covered porch and an enclosed patio near the entrance of the Hotel. The proposed Hotel is approximately the same size as other limited service hotels near the Property. Based on the availability of attractive amenities in addition to the Hotel structure, the land area is sufficient, appropriate and adequate for the proposed Hotel. .

Staff's Evaluation: This site's location on Red Road/Marks Way, south of on Miramar Parkway and north of the Florida Turnpike, within the Miramar Park of Commerce development makes it an appropriate site for such a use. Additionally, this location is adjacent to an existing hotel. The 2.94-acre parcel is more than adequate in site area to accommodate current LDC requirements and design and development standards as reviewed in the concurrent application for the Site Plan (1501123) and CAB applications (1501349).

IV) Development Review Committee (DRC)

The DRC recommended approval of application 1501353 on December 3, 2015.

V) Community Meeting

Pursuant to Land Development Code Section 501.11.5, a Community Meeting on this Conditional Use application was conducted on Monday, January 5, 2016. No one from the public was in attendance.

VI) Planning and Zoning Board Meeting

Pursuant to Land Development Code Section 507.5, the Planning and Zoning Board will hold a public hearing on this application on Tuesday, January 12, 2016.

VII) Staff Recommendation

Staff recommends approval.

Attachment 3

MINUTES OF THE CITY OF MIRAMAR
PLANNING AND ZONING BOARD MEETING

JANUARY 12, 2016	6:30 P.M.

The meeting of the Planning and Zoning (P&Z) Board was called to order by Vice Chairperson Thompson at 6:36 p.m. in the Miramar City Commission Chambers, Miramar City Hall, at 2300 Civic Center Place, Miramar, Florida, 33025.

I. ROLL CALL

The following members of the Planning and Zoning Board were present:

Matthew Thompson, Vice Chairperson
Nasif Alshaier
Thomas Fabricio
Dennis Hinds
Debra Scialabba

The following members of the Planning and Zoning Board were absent:

Dr. Venessa Walker, Chairperson (Excused)
Catherine A. Minnis

A quorum was declared.

The following were also present:

Paul R. Gougelman, City Attorney
Michael Alpert, Principal Planner
Elsi Rose, Development & Capital Management Coordinator
Matthue Goldstein, Senior Planner
Frensky Magny, Assistant Planner
Clint M. Conliffe, Clerk
Deanna Allamani, Recording Secretary

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF MINUTES

- December 8, 2015

Vice Chairperson Thompson asked for a motion to approve the minutes of December 8, 2015; on a motion by Member Alshaier, seconded by Member Hinds, the following vote was recorded:

AYE: Vice Chairperson Thompson, Members Alshaier, Fabricio, Hinds, and Scialabba

ABSENT FOR VOTE: Chairperson Walker and Member Minnis

MOTION PASSED: 5-0

IV. QUASI-JUDICIAL PUBLIC HEARING

Attorney Gougelman reviewed the guidelines for quasi-judicial items, swearing in any persons wishing to speak on items 1, 2, and 3.

1. **Application #1501353: SpringHill Suites Hotel Conditional Use:** The applicant proposes the construction of a six (6) story, 124 room SpringHill Suites hotel with 132 parking spaces, on a 2.94 acre site located within the Miramar Park of Commerce Phase V Plat. Land Development Code Section 706.3.2(j) requires that proposed hotels within a Planned Industrial District (PID) zoning designation are permitted as a Conditional Use, subject to the requirements of B2 (Community Business) zoning district standards.

Presenter: Elsi Rose, Development & Capital Management Coordinator

Vice Chairperson Thompson asked Board members to disclose any *ex parte* communication regarding the subject application and received none.

Elsi Rose reviewed the details of the proposed application, as detailed in the backup. City staff recommended approval.

Member Scialabba wondered if the proposed building would include a lounge, along with the conference room.

Alicia Lewis, the applicant's representative, replied there would be a lounge area in the entrance of the hotel.

Vice Chairperson Thompson opened the discussion to the public and received no input.

Vice Chairperson Thompson asked for a motion to approve Application #1501353; on a motion by Member Scialabba, seconded by Member Alshaier, the following vote was recorded:

AYE: Vice Chairperson Thompson, Members Alshaier, Fabricio,

Hinds, and Scialabba

ABSENT FOR VOTE: Chairperson Walker and Member Minnis

MOTION PASSED: 5-0

2. **Application #1503202: Chevron Gas Station Conditional Use:** The applicant is requesting Conditional Use approval for a modification of the site to increase the intensity standards that currently limit the amount of gas pumps that exist on the property. Currently, there are 6 fuel pumps (12 service locations) on site; the applicant is proposing 10 fuel pumps (20 service locations). Land Development Code ("LDC") Section 705.3.1 (t) permits fuel service stations in B-2 Zoning, if first approved as a conditional use. LDC Section 503.9.1 requires that any expansion to an approved conditional use and any addition to or expansion of an existing conditional use shall require the same application, review and approval as required for the original approval of the conditional use.

Presenter: Frensky Magny, Assistant Planner

Vice Chairperson Thompson asked Board members to disclose any *ex parte* communications related to the subject application and received none.

Assistant Planner Frensky Magny went over the proposed application, as detailed in the backup. City staff recommended approval with conditions as noted.

Member Fabricio sought clarification as to the device to be installed to increase the pump capacity from 12 to 20.

Mr. Magny explained the applicant would be expanding their canopy to allow the addition of more fuel pumps.

Member Hinds asked about the public hearing held at 6:00 p.m., just prior to the present meeting, for which Staff stated that no members of the public attended.

Mr. Magny affirmed this to be the case. The meeting was held in the Commission Chambers.

Principal Planner Michael Alpert added the public hearing was typically held in the City Hall lobby, and if there were a large number of attendees, the hearing was moved into the Commission Chambers. Property owners of the affected community were appropriately notified of the public hearing within a 1,000-foot radius of the subject site, and that area to which notices were sent captured a portion of homes in Windsor Palms, but that those covered in the radius area were mostly commercial property owners. City staff did not actually expect a large turnout from the public, as this was an existing Chevron station, so the surrounding community was already aware of its location. Mr. Alpert stated the practice when such public hearings were called was to wait 15 to 20 minutes, sometimes 30, from the scheduled time of the meeting, and to discontinue the

meeting if no members of the public showed up, as was the case in the subject instance.

Member Hinds asked how property owners were notified.

Mr. Alpert indicated they received a notice in the mail, and a hearing sign was posted directly and visibly on the property in question.

Member Scialabba mentioned the subject Chevron was built in 1999, asking when the new regulations went into effect for gas pumps to be double walled, etc. She thought there were updated federal regulations affecting gas station pumps, asking if the new pumps would be constructed and installed according to current federal regulations.

Mr. Alpert noted he was aware of regulations instituted in 2010 requiring all gas stations to be in conformance with federal and state statutes regarding contamination, etc.

Paul Lingerfeldt, engineer, the applicant's representative, replied the existing Chevron was currently in complete compliance with State and County regulations, including double walled tanks and piping, monitoring, tank gauging, automatic detection, etc. The four new pumps being proposed were the same as the pumps installed in 2010.

Member Scialabba questioned if when the new regulations were passed in 2010, were the existing pumps at the subject Chevron updated as required?

Mr. Lingerfeldt answered yes, the pumps were upgraded a little earlier than the 2010 deadline; they were updated to double walled fiberglass.

Vice Chairperson Thompson opened the discussion to the public and received no input.

Vice Chairperson Thompson asked for a motion to approve Application #1503202 with conditions as stated in the backup; on a motion by Member Scialabba, seconded by Member Alshaier, the following vote was recorded:

AYE: Vice Chairperson Thompson, Members Alshaier, Fabricio, Hinds, and Scialabba

ABSENT FOR VOTE: Chairperson Walker and Member Minnis

MOTION PASSED: 5-0

Member Fabricio asked if the motion passed included all staff conditions as stated in the backup.

Member Scialabba indicated her motion to approve the application was with the understanding that staff conditions, as presented in the backup, were included.

Mr. Gougelman reminded the Board that in his explanation of the City's quasi-judicial

rules, it was stated that for the items presented by staff to the Board for approval, all recommended conditions of approval were included unless otherwise stated.

3. **Application #1505806: TowerCom monopole tower Variance:** The applicant is requesting a setback variance for a proposed 140-foot wireless telecommunication monopole (tower) located at 7950 Riviera Boulevard on the Safeguard Self-Storage property. The new facility will be located within the retention area of the property on the eastern side.

   Presenter: Frensky Magny, Assistant Planner

Vice Chairperson Thompson asked Board members to disclose any *ex parte* communications

Mr. Magny reviewed the details of the proposed application, as detailed in the backup. City staff recommended approval.

Member Scialabba recalled a previous application for the placement of a tower on Riviera Boulevard on which the Planning & Zoning Board at the time voted no, asking if the subject application proposed a pole of the same height.

Mr. Alpert believed Member Scialabba was speaking about a past application for the tower of the Coptic Church that was 80 feet with the spire that was actually approved by the City Commission; they were working on the plans for that tower at present.

Member Scialabba inquired as to City's code requirement for the height of the tower.

Mr. Alpert reiterated the code required a height of 150 feet.

Deborah Martohue, the applicant's representative, concurred with City staff's presentation and recommendations. The applicant was already in compliance with the City's tower height requirement; it was a setback variance they sought. The towers were not designed to fail and used "Breakpoint Technology", meaning they collapsed upon themselves. The 72-foot radius was a theoretical radius, so there was no danger to any surrounding property outside the lease parcel. She explained this was a relocation site, and just south of the subject site was the Calder Race Track where all the carriers were located and needed to be relocated. Demolition had commenced at their current location, a temporary tower was being installed in the next few days to accommodate the providers until they could be relocated to the proposed site, so time was of the essence. Ms. Martohue said service was already being provided to the community and the traveling public in the subject area.

Member Scialabba asked if the applicant knew the actual maximum wind gusts the tower could withstand.

Ms. Martohue responded, though she was not an engineer, those were regulations the applicant had to comply with when they submitted the application for a building permit,

and the structural letter containing staff's review was already submitted by their structural engineer, and they were in full compliance. She said they met or exceeded any building code requirements, including the wind gust maximum, as the tower sites were absolutely essential in states of emergency, and they had 911 compliance and triangulation technology. This was evidenced in how they handled hurricane seasons of 2004/2005.

Member Scialabba wished to know if a community meeting was held for residents or anyone on in the immediate area.

Mr. Magny explained the subject application did not require a community meeting, stating notices were sent for the setback variance.

Mr. Alpert added the City code had a 300 foot radius for setback variance applications in general, and there were other applications related to the subject project that had to get City Commission for approval; that is, the site plan, community appearance, and a variance for landscaping requirements that had a 1,000 foot radius for noticing. The setback radius did not include any residential properties, but the 1,000-foot radius would likely capture some residential property.

Ms. Martohue emphasized the proposed tower was a stealth unipole, so the antennas would be wholly concealed in a slender designed pole, affirming there were no residential areas immediately adjacent to the subject property.

Member Scialabba mentioned aviation height regulations.

Ms. Martohue replied the applicant already had a "no hazard" determination.

Member Scialabba expressed concern regarding flights coming out of North Perry Airport, such as the blimp, as the latter flew very low, asking if there were specific flight height requirements for blimps and small planes flying with advertising banners.

Mr. Matthew Thompson explained that was, technically, an FAA question.

Ms. Martohue reiterated they already had an FAA determination of no hazard on file with the City, as they went through that analysis before presenting an application.

Vice Chairperson Thompson opened the discussion to the public and received no input.

Vice Chairperson Thompson asked for a motion to approve Application #1505806; on a motion by Member Fabricio, seconded by Member Hinds, the following vote was recorded:

AYE: Vice Chairperson Thompson, Members Alshaier, Fabricio, Hinds, and Scialabba

ABSENT FOR VOTE: Chairperson Walker and Member Minnis

MOTION PASSED: 5-0

V. LOCAL PLANNING AGENCY PUBLIC HEARING

NONE

VI. COMMUNITY DEVELOPMENT DEPARTMENT REPORT

Mr. Alpert introduced the City planners present at the meeting, stating they would be attending future meetings to present applications on the agenda. He mentioned there would likely be two items on the February 9th meeting agenda, reminding the Board that he mentioned at the previous meeting that City staff would be requesting an added meeting for staff to present proposed code changes to the Board. That meeting would likely be set in early March, as staff estimated they would not be ready for the February meeting, so he asked if the Board was open to holding a meeting on Tuesday, February, 2016. It might be possible to present the proposed code changes on the regular meeting date, March 8, depending on the applications on the agenda for that meeting. He indicated there were several development applications in the pipeline, and Staff would have a better idea as to the status of the code changes by the February 2016 to determine if they could be presented March 1 or 8.

Mr. Fabricio suggested circulating a meeting date via email to the Board members, and that should suffice.

Mr. Alpert mentioned hearing from Chairperson Walker that she did not receive the email for the present meeting; she had another engagement and was unable to attend. He was unsure why she had not received the email, wondering if any other Board members had a similar problem; normally the meeting notice and agenda packet was sent to the Board out one week prior to the next meeting date. An absence was excused, as long as board members notified City staff prior to the meeting of their absence; the policy of determining whether an absence was excused or not was set by the Board.

Member Scialabba asked if Member Minnis would remain on the Board or resign, as at the last Board meeting, she declined being nominated to serve as Board Chairperson, stating it was due to her involvement in other City-related activities.

Mr. Alpert pointed out Mr. Gougelman gave Member Minnis an answer to the question of her being able to remain on the Board, and she was told it was appropriate for her to remain a member of the Board.

Mr. Gougelman confirmed he spoke with Member Minnis by email, and she indicated to him that she wished to continue serving on the Planning & Zoning Board.

VII. ADJOURNMENT

A motion was made, seconded, and unanimously voted onto adjourn the meeting at 7:21 p.m.

_____
Dr. Venessa Walker, Chairperson
VW/cp

13.
QUASI-JUDICIAL
April 6, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: April 6, 2016

Second Reading Date:

Presenter's Name and Title: Eric Silva, Director, on behalf of Community of Economic Development Department

Temp Reso Number: 6011

Item Description: Temp. Reso. No. 6011, CONSIDERING APPLICATION NO. 1501123, SITE PLAN APPROVAL FOR SPRINGHILL SUITES, A SIX STORY HOTEL ON A 2.94 ACRE SITE WITHIN THE MIRAMAR PARK OF COMMERCE PHASE V PLAT, LOCATED SOUTH OF MIRAMAR PARKWAY, NORTH OF THE HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE, AND EAST OF RED ROAD. (Community and Economic Development Director Eric Silva)

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

Summary Explanation and Background: This is an application for site plan approval to develop a 6-story SpringHill Suites hotel with 124 suite hotel rooms, 132 parking spaces, 1,290 sq. ft. conference room, communal area/lounge and related facilities on a 2.94-acre parcel within the Miramar Park of Commerce Phase V Plat. The proposed hotel is located adjacent to a lake, north of the Homestead Extension of the Florida Turnpike, and east of the existing Hampton Inn & Suites.

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 3/23/16 and/or by sending mailed notice to property owners within 1,000 feet of the property on 3/23/16. (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 6011**
- **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 *Ave for KWR*

BY: Eric Silva, Director of Community & Economic Development

DATE: February 29, 2016

RE: Temp. Reso. No. 6011, Application No.1501123, site plan approval to develop a 6-story, 124 room SpringHill Suites hotel, 132 parking spaces and related facilities on a 2.94-acre parcel within the Miramar Park of Commerce Phase V Plat.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 6011 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: This is an application for site plan approval to develop a 6-story SpringHill Suites hotel with 124 suite hotel rooms, 132 parking spaces, 1,290 sq. ft. conference room, communal area/lounge and related facilities on a 2.94-acre parcel within the Miramar Park of Commerce Phase V Plat. The proposed hotel is located adjacent to a lake, north of the Homestead Extension of the Florida Turnpike, and east of the existing Hampton Inn & Suites. Access to the hotel is from Red Road, via a driveway leading south from Mark's Way.

In addition to the site plan, the applicant has submitted for Community Appearance Board application (No. 1501349) that was recommended for approval on January 28, 2016, and a conditional use application (No. 1501353).

The Development Review Committee signed off on the site plan application with a recommendation of approval on February 11, 2016.

Temp. Reso. No. 6011
2/29/16
3/25/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, CONSIDERING APPLICATION NO. 1501123, SITE PLAN APPROVAL FOR SPRINGHILL SUITES, A SIX STORY HOTEL ON A 2.94 ACRE SITE WITHIN THE MIRAMAR PARK OF COMMERCE PHASE V PLAT, LOCATED SOUTH OF MIRAMAR PARKWAY, NORTH OF THE HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE, AND EAST OF RED ROAD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, Miramar Hotels LLC, a Florida Corporation, has submitted a complete application for site plan review as provided for in Section 511 of the Land Development Code ("LDC"), for property generally located north of the Homestead Extension of the Florida Turnpike, and east of Red Road and the existing Hampton Inn & Suites; 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 SpringHill Suites is in substantial compliance with the requirements of Section 511 of the Land Development Code.

Section 3: That it approves Application No. 1501123, Site Plan for SpringHill Suites, as recommended for approval by the DRC on February 11, 2016. Said site plan is for the subject property described as lying in the State of Florida, County of Broward, to-wit:

> A portion of Parcel "A", Miramar Park of Commerce Phase V, according to the plat thereof, as record in Plat Book 170, at Pages 161 through 164, of the Public Records of Broward County, Florida, being more particularly described as follows:
>
> Commence at the Southwest corner of said Parcel "A"; said Point of Commencement being on the easterly right-of-way line of Hiatus Road (S.W. 112th Avenue) – Red Road (S.R. 823); thence North 88°14'21" East for 260.00 feet to a point of curvature of a circular curve concave Southwesterly; thence Northeasterly, Easterly, and Southeasterly along a circular curve to the right, having a radius of 594.00 feet and a central angle of 31°27'33", for an arc distance of 326.15 feet to a point on said circular curve; last mentioned two courses being coincident with the most Southerly boundary lines of said Parcel "A"; thence North 01°45'39" West, along a line that is parallel with and 570.00 feet East of, as measured at right angles, to the said Easterly right-of-way line of Hiatus Road (S.W.

> 112th Avenue) – Red Road (S.R. 823), for 242.28 feet to the Point of Beginning; said Point of Beginning lying on the North line of Parcel "C", of said plat of Miramar Park of Commerce Phase V; thence continue North 01°45'39" West for 375.14 feet; last described course being coincident with a portion of the Easterly line of an existing parcel as recorded in Official Records Book 44712, at Page 887, and also being coincident with a portion of the Easterly line of an ingress/egress easement as recorded in Official Records Book 46993, at Page 1729; thence North 87°50'29" East for 339.72 feet; thence South 02°09'31" East, perpendicular to the last course, for 375.13 feet to a point on the North line of said Parcel "C"; said parcel line also being a Southerly line of said Parcel "A"; thence South 87°50'29" West along said North line of Parcel "C" for 342.32 feet to the Point of Beginning. All lying and being in Section 30, Township 51 South, Range 41 East, City of Miramar, Broward County, Florida. (excerpted from T.R.6013, City of Miramar).

The approval of this application is based in part upon the site plan consisting of 44 pages for Springhill Suites for the subject property, one page cover sheet of which was prepared by Camero & Associates, Inc., civil engineers and planners, of Miami, FL, under Job #14-126, dated 2/12/154 with no date of revision; the one page boundary survey prepared by Scwebke, Shiskin & Associates of Miramar, FL, under File No. B-1975 undated; 35 pages was entitled Springhill Suites prepared George White Architect of Lake Worth, FL, under Job #GW2014001, dated 2/12/15 with no date of revision for Sheets C-3, C-4, WS-5, FP-1, FP-2, A-100.2, A-420, A-421, A-423, A-430, A-431, A-432, A-433, A-434, PMS-2, PD-1, with one revision for Sheets A-100.0, A-100.1, A-100.3, A-100.4, A-100.5, A-100.6, A-100.7, A-111.1, A-111.2, A-111.3, A-111.4, A-111.5, A-111.6, A-111.7, A-130.1, A-130.2, with two revisions for Sheets A-130.3, A-130.4, and with last date of revision for Sheet E1.1 on 1/20/16; 4 pages of which are

prepared by the City of Miramar Engineering Services Department undated and unrevised for Sheet 1 of 10 without sheet #, Sheet C-7, C-8, and C-9; and 3 pages of which were prepared by Rhett Roy of Ft. Lauderdale, FL for Springhill Suites, under Project No. 14044.00 and dated 2/2/15 with last date of revision of 11/25/15 for Sheet L-1, with last date of revision of 1/14/16 for Sheets L-2 and L-3 (the "Site Plan").

Section 4: That the following conditions 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. 6011
2/29/16
3/25/16

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

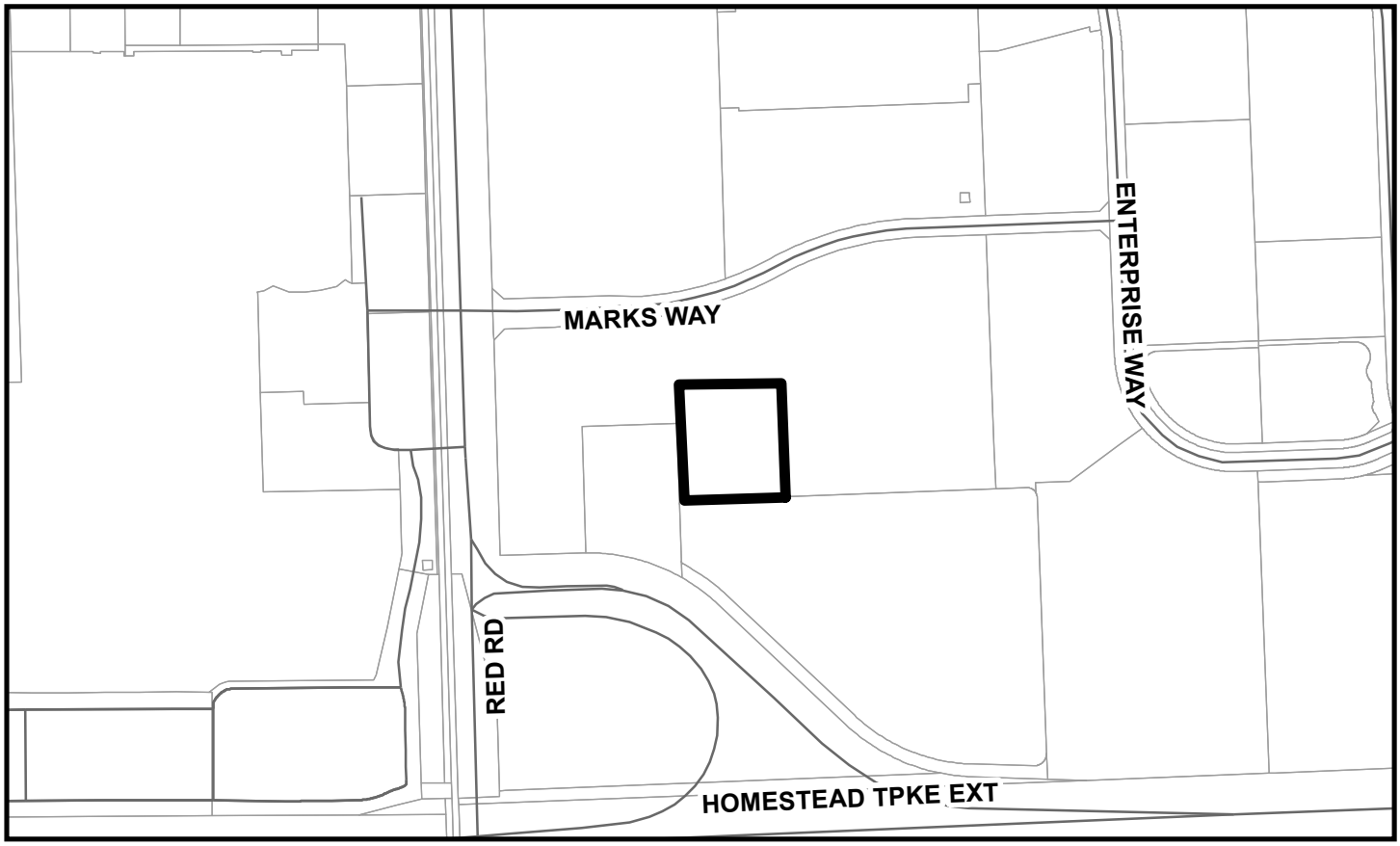
I HEREBY CERTIFY that I have
approved this RESOLUTION
as to form:

_____
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	_____

Location Map/Aerial View
SP 1501123

Attachment 1



Attachment 2

Date: 9/15/2014
Project #: GW2014001
Drawn: GFW
ARC. Reg. #AR0009531
ARC. BUS. # AA26002745
Revisions:

SPRINGHILL SUITES
Marriott

PROJECT CODE INFORMATION

APPLICABLE CODES
FLORIDA BUILDING CODE 2010
BUILDING 2010
ACCESSIBILITY 2010
PLUMBING 2010
ELECTRICAL 2010
MECHANICAL 2010
FLORIDA FIRE PREVENTION CODE 2010

CONSTRUCTION TYPE: TYPE IB (SPRINKLER, NFPA - 13)

OCCUPANCY: MIXED OCCUPANCY AND NONSEPARATED USE(508)
A-3- ASSEMBLY (303.1) -GROUND FLOOR ONLY
R-1- RESIDENTIAL(310.1)

ALLOWABLE HEIGHT & AREAS (TABLE FBC 503): 160' HEIGHT, 11 STORIES, UNLIMITED SQ. FT./FLOOR
ACTUAL BUILDING HEIGHT & AREA: **81'-10" HEIGHT, 6 STORIES**

THE BUILDING IS EQUIPED THROUGHOUT WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH SECTION 903.3.1.1.1. (NFPA 13)

EXIT TRAVEL DISTANCE: 200' (TABLE FBC 1016.1)
DEAD END CORRIDORS: 50' (FBC 1018.4, EXCEPTION 2)
NUMBER OF EXITS REQUIRED: 2 (FBC TABLE 1021.1) 2 PROVIDED.
ELEVATOR HOISTWAY VENTING: NOT REQUIRED (FBC 3004, EXCEPTION 1)
ELEVATOR LOBBY NOT REQUIRED (FBC 708.14.1 & 708.14.3)

FIRE RESISTIVE RATING REQUIREMENTS:

FBC 2010, TABLE 601 CONSTRUCTION TYPE: TYPE I - B	RATING
STRUCTURAL FRAME:	2-HOUR
BEARING WALLS-EXTERIOR:	3-HOUR
BEARING WALLS-INTERIOR:	3-HOUR
NON-BEARING WALLS-EXTERIOR:	0-HOUR
NON-BEARING WALLS-INTERIOR:	0-HOUR
NON-BEARING CORRIDOR WALLS:	0-HOUR
FLOOR CONSTRUCTION:	2-HOUR
ROOF CONSTRUCTION:	1-HOUR
SLEEPING UNIT SEPARATION: (FBC table 508.4)	0-HOUR
CORRIDOR FIRE RATING: (FBC 1023.3)	1-HOUR
SHAFT CONSTRUCTION: (IBC 708.4, WHERE CONNECTING 4 STORIES OR MORE)	2-HOUR
ELEVATOR SHAFT CONSTRUCTION: (FBC 708.4)	2-HOUR
STAIR ENCLOSURE CONSTRUCTION: (IBC 1022.1, WHERE CONNECTING 4 STORIES OR MORE)	2-HOUR
LAUNDRY CHUTE ACCESS ROOM: (FBC 508.2.5)	1-HOUR
LAUNDRY ROOM: (FBC 508.2.5)	1-HOUR

ACCESSIBILITY

GUESTROOMS WITH MOBILITY FEATURES (FBC ACCESSIBILTY TABLE 224.2):

101-150 GUESTROOMS
MINIMUM GUESTROOMS WITHOUT ROLL IN SHOWERS : 5
MINIMUM GUESTROOMS WITH ROLL IN SHOWERS : 2

GUESTROOMS WITH COMMUNICATION FEATURES (FBC ACCESSIBILITY TABLE 226.3):

101-150 GUESTROOMS: 12

DISPERSION. (ADA 224.5) GUEST ROOMS REQUIRED TO PROVIDE MOBILITY FEATURES COMPLYING AND GUEST ROOMS REQUIRED TO PROVIDE COMMUNICATION FEATURES SHALL BE DISPERSED AMONG THE VARIOUS CLASSES OF GUEST ROOMS, AND SHALL PROVIDE CHOICES OF TYPES OF GUEST ROOMS, NUMBER OF BEDS, AND OTHER AMENITIES COMPARABLE TO THE CHOICES PROVIDED TO OTHER GUESTS. WHERE THE MINIMUM NUMBER OF GUEST ROOMS REQUIRED TO COMPLY WITH 806 IS NOT SUFFICIENT TO ALLOW FOR COMPLETE DISPERSION, GUEST ROOMS SHALL BE DISPERSED IN THE FOLLOWING PRIORITY: GUEST ROOM TYPE, NUMBER OF BEDS, AND AMENITIES. AT LEAST ONE GUEST ROOM REQUIRED TO PROVIDE MOBILITY FEATURES SHALL ALSO PROVIDE COMMUNICATION FEATURES. NOT MORE THAN 10 PERCENT OF GUEST ROOMS REQUIRED TO PROVIDE MOBILITY FEATURES SHALL BE USED TO SATISFY THE MINIMUM NUMBER OF GUEST ROOMS REQUIRED TO PROVIDE COMMUNICATION FEATURES.

GUESTROOM UNIT MIX
NOTES:

1. TOTAL GUESTROOM REQUIRES A MINIMUM OF 7 ACCESSIBLE GUESTROOMS MADE UP OF 5 ROOMS W/ OUT ROLL IN SHOWERS.

2. ACCESSIBLE AND HEARING IMPARED ROOMS SHALL BE PROVIDED IN ACCORDANCE WITH ALL THE APPLICABLE CODES OF THE AUTHORITY HAVING JURISDICTION. ALL ACCESSIBLE GUESTROOMS MUST HAVE CONNECTOR DOORS TO AN ADJACENT, NON ACCESSIBLE ROOM TYPE, AND THE TOTAL NUMBER SHALL ALSO COMPLY WITH MARRIOTT DESIGN AND CONSTRUCTION CRITERIA.

3. ACCESSIBLE GUESTROOMS ARE REQUIRED TO BE PROPORTIONALLY DISPERSED AMONG THE AVAILABLE TYPES OF ROOMS W/ CONSIDERATION GIVEN TO PROVIDING AN EQUIPMENT RANGE OF OPTIONS INCLUDING BUT NOT LIMITED TO, NO. OF BEDS, QUALITY (SUITES, SERVICE LEVEL), AND OTHER SIGNIFICANT DIFFERENCES SUCH AS COST, ROOM SIZE, BED SIZE, AMENITIES, ETC.

ACCESSIBLE AND HEARING IMPARED ROOMS SHALL BE PROVIDED IN ACCORDANCE WITH ALL THE APPLICABLE CODES OF THE AUTHORITY HAVING JURISDICTION. NUMBER OF REQUIRED ACCESSIBLE GUESTROOMS SHALL BE PER FBC 2010 ACCESSIBILITY CODE. ALL ACCESSIBLE GUESTROOMS MUST BE INTERCONNECTING ROOMS AND THE TOTAL NUMBER SHALL ALSO COMPLY WITH HILTON ADA DESIGN GUIDE (HADG).

DRAWING NUMBERING

000 - GENERAL-INFORMATION SHEETS
100 - SITE AND BUILDING PLANS
200 - BUILDING ELEVATIONS
300 - BUILDING SECTIONS
400 - ENLARGED PLANS (PUBLIC SPACE, GUESTROOMS, STAIRS)
500 - DETAILS (INTERIOR, EXTERIOR, KITCHEN & LAUNDRY
600 - DETAILS & SCHEDULES

Index of Drawings

HILTON WORLDWIDE - HAMPTON INN

Drawing	Drawing Description	Current Revision	Issue Date
	CURRENT SURVEY		
A 000.0	COVER INDEX OF PLANS LOCATION MAP		
C 5	CIVIL COVER SHEET		
PD-1	PAVING & DRAINAGE PLAN		
PMS-2	PAVEMENT, MARKING & SIGNING PLAN		
C-3	PAVING AND DRAINAGE DETAILS		
C-4	PAVING AND DRAINAGE DETAILS		
WS-5	WATER & SEWER PLANS		
C-6	WATER AND SEWER DETAILS		
C-7	WATER AND SEWER DETAILS		
C-8	WATER AND SEWER DETAILS		
C-9	WATER AND SEWER DETAILS		
FP-1	FIRE PROTECTION PLAN - DURING CONSTRUCTION		
FP-2	FIRE PROTECTION PLAN - PEMANENT		
FP-3	FIRE PROTECTION DETAILS		
A 100.0	SITE PLAN		
A 100.1	POOL PLAN		
A 100.2	PATIO DETAILS		
A 100.3	SIGNAGE & PARKING DETAILS		
A 100.4	SITE DETAILS		
A 100.5	SITE DETAILS		
A 100.6	LINE OF SIGHT DIAGRAM		
A 100.7	ADJACENT SITE PLAN		
A 111.1	FIRST FLOOR PLAN		
A 111.2	SECOND FLOOR PLAN		
A 111.3	THIRD FLOOR PLAN		
A 111.4	FOURTH FLOOR PLAN		
A 111.5	FIFTH FLOOR PLAN		
A 111.6	SIXTH FLOOR PLAN		
A 111.7	ROOF PLAN		
A 130.1	NORTH EXTERIOR ELEVATION		
A 130.1C	NORTH EXTERIOR ELEVATION - COLOR		
A 130.2	SOUTH EXTERIOR ELEVATION		
A 130.2C	SOUTH EXTERIOR ELEVATION - COLOR		
A 130.3	EAST EXTERIOR ELEVATION		
A 130.3C	EAST EXTERIOR ELEVATION - COLOR		
A 130.4	WEST EXTERIOR ELEVATION		
A 130.4C	WEST EXTERIOR ELEVATION - COLOR		
A 420	KING SHOWER GUESTROOM		
A 421	KING ACCESSIBLE ROLL-IN GUESTROOM		
A 423	KING ACCESSIBLE TUB GUESTROOM		
A 430	QUEEN QUEEN SHOWER GUESTROOM		
A 431	QUEEN QUEEN ACCESSIBLE ROLL-IN GUESTROOM		
A 432	QUEEN QUEEN 4'6" TUB GUESTROOM		
A 433	QUEEN QUEEN ACCESSIBLE 5'0" TUB GUESTROOM		
A 434	QUEEN QUEEN 5'0" TUB GUESTROOM		
L 1	TREE SURVEY & DISPOSITION PLAN		
L 2	PLANTING PLAN		
L 3	PLANT LIST, DETAILS & NOTES		
E 1.1	SITE PHOTOMETRIC PLAN		

PROJECT CONTACT INFO.:

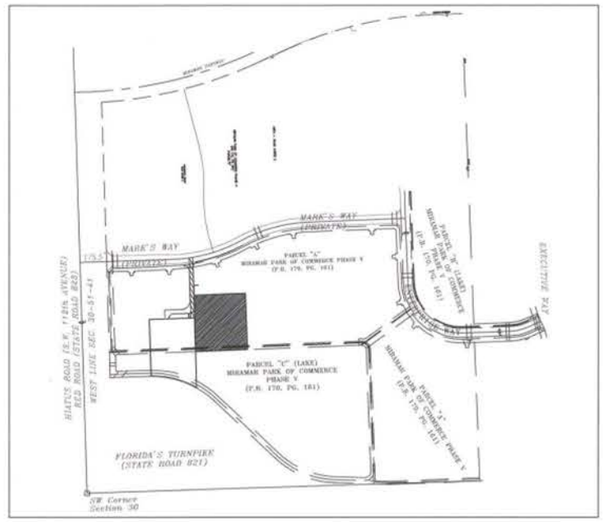
OWNER:
MIRAMAR HOTELS, LLC
2860 MARINA MILE BLVD.
FORT LAUDERDALE, FL 33312
TEL: 954-316-1150

ARCHITECT:
GEORGE WHITE ARCHITECT
6127 C. DURHAM DRIVE,
LAKE WORTH, FL 33467
TEL: 561-997-6698
george@georgewhitearchitect.com

LANDSCAPE ARCHITECT:
RHETT ROY, LANDSCAPING
ARCHITECTURE-PLANNING, P.A.
412 NORTH ANDREWS AVENUE
FORT LAUDERDALE, FL 33301
TEL: 954-462-0704
rrla@bellsouth.net

CIVIL ENGINEER:
CAMERO & ASSOCIATES
JORGE CAMERO, P.E.
7400 SW 50TH TERR.
SUITE 204
MIAMI, FL 33155
TEL: 305-665-7602
jorge@cameroengineers.com

SITE LIGHTING:
KAMM CONSULTING
RICK GONZALEZ, P.E.
1407 WEST NEWPORT CENTER DRIVE
DEERFIELD BEACH, FL 33442
TEL: 954-949-2200
RGonzalez@kammconsulting.com



LOCATION MAP
PORTION OF SECTION 30-51-41
NOT TO SCALE

Final Engineering Plan Review & Approval Is Required Prior To Construction Permit.

LEGAL DESCRIPTION:

A PORTION OF PARCEL "A" "MIRAMAR PARK OF COMMERCE PHASE V", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 170, AT PAGES 161 THROUGH 164, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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D.R.C. APPROVAL

Department	Reviewed By	Date	Approved	Conditions
Building	[illegible]	2/11/16	✓	
Community Services	RCG	2/11/16	✓	
Engineering	[illegible]	2/11/16	✓	
Fire	[illegible]	2-11-16	✓	
Police	[illegible]	2-11-16	✓	
Public Works	[illegible]	2/11/16	✓	
Zoning	REA	2/11/16		
Utilities	[illegible]	2/11/16		
Planning Approved By	[illegible]		Date	2/11/16

#1501123

APPROVED
FEB 8 2016
ZONING DEPT.

COVER SHEET DRAWING INDEX

SPRINGHILL SUITES for MIRAMAR HOTELS, LLC
MIRAMAR PARK OF COMMERCE CITY OF MIRAMAR, FLORIDA

George White ARCHITECT
6127 C. DURHAM DRIVE, LAKE WORTH , FLORIDA 33467
561-997-6698

2/6/2016

COVER SHEET
DRAWING INDEX

A-000

SPRINGHILL SUITES

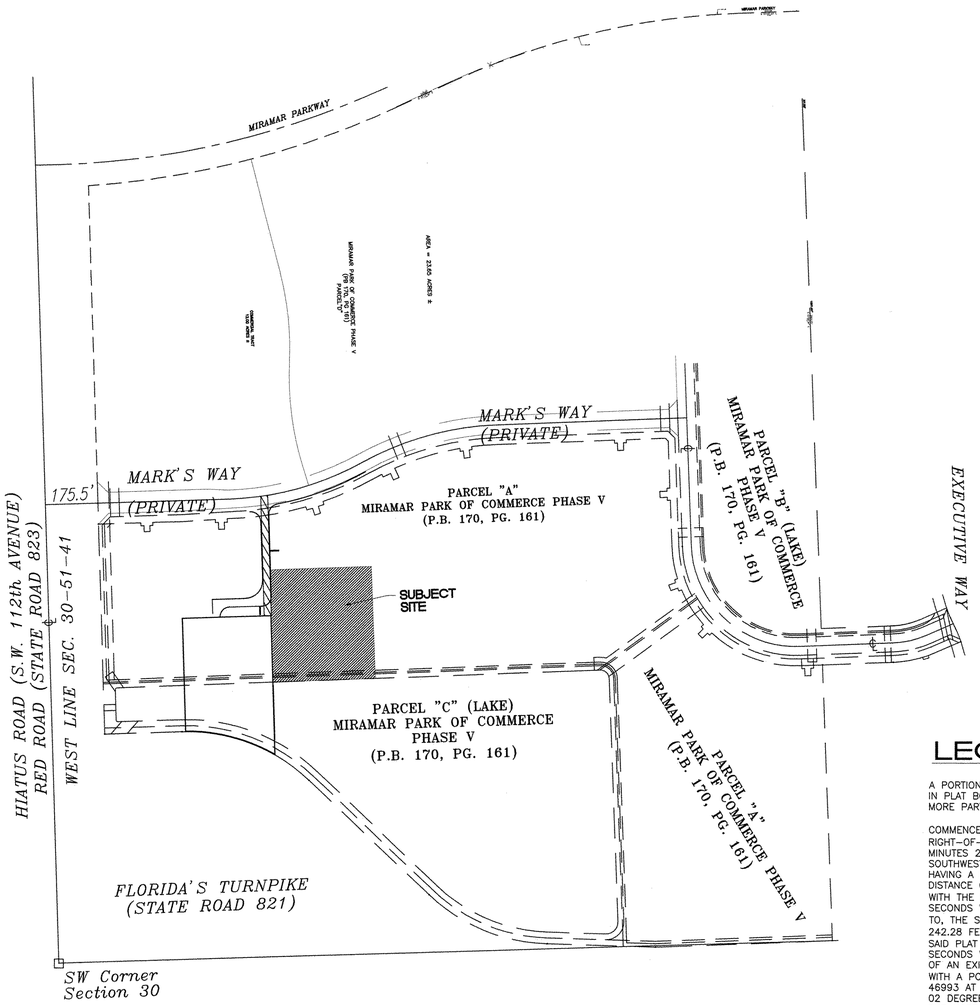
BY MIRAMAR HOTELS LLC.

MIRAMAR PARK OF COMMERCE

CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA

DRAWINGS

SHEET No.	TITLE
	COVER SHEET
PD-1	PAVING AND DRAINAGE PLAN
PMS-2	PAVEMENT MARKING AND SIGNING PLAN
C-3	PAVING AND DRAINAGE DETAILS
C-4	PAVING AND DRAINAGE DETAILS
WS-5	WATER AND SEWER PLANS
C-6	WATER AND SEWER DETAILS
C-7	WATER AND SEWER DETAILS
C-8	WATER AND SEWER DETAILS
C-9	WATER AND SEWER DETAILS
FP-1	FIRE PROTECTION PLAN- DURING CONSTRUCTION
FP-2	FIRE PROTECTION PLAN- PERMANENT
FP-3	FIRE PROTECTION DETAILS



LOCATION MAP:

SCALE: NOT TO SCALE
PORTION OF SECTION 30-51-41

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CAMERO + ASSOCIATES, INC.

7400 SW. 50th TERR. SUITE 204
MIAMI, FL 33155

CIVIL ENGINEERS PLANNERS

EB No. 0004275 FLA. REG. No. 32545

OUR JOB NO. 14-136
DATED: FEBRUARY 12, 2015

2-1-16

GENERAL LEGEND:

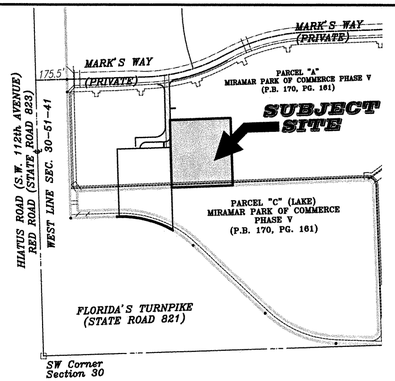
- AERIAL TARGET
- ALUMINUM LIGHT POST
- ALUMINUM LIGHT POST (SINGLE)
- ALUMINUM LIGHT POST (DOUBLE)
- ALUMINUM LIGHT POST (TRIPLE)
- ALUMINUM LIGHT POST (QUAD)
- ANCHOR/GUY WIRE
- BACKFLOW PREVENTER ASSEMBLY
- CATV CABLE TELEVISION BOX
- CB CATCH BASIN
- CENTERLINE
- CHECK VALVE ASSEMBLY
- CIRCULAR DRAIN
- COLUMN (CIRCULAR)
- COLUMN (SQUARE)
- CONCRETE LIGHT POLE
- CONCRETE LIGHT POLE (DOUBLE)
- CPP CONCRETE POWER POLE
- CONTROL POINT
- CI CURB INLET
- EB ELECTRIC BOX
- ELECTRIC HAND HOLE
- ELEVATIONS (SEE NOTES FOR DATUM)
- FIRE HYDRANT
- FLAGPOLE
- FL FLOW LINE
- FORCE MAIN MANHOLE
- FORCE MAIN VALVE
- F.P.L. ELECTRIC MANHOLE
- F.P.L. TRANSFORMER PAD
- FPL F.P.L. TRANSMISSION POLE
- GAS MANHOLE
- GAS METER
- GAS PUMP
- GAS VALVE
- GREASE TRAP MANHOLE
- GROUND LIGHTING
- GP GUARD POST
- IRRIGATION HAND HOLE
- IRRIGATION VALVE
- MAILBOX
- MONITOR WELL
- MONUMENT LINE
- OVERHEAD WIRES (APPROXIMATE)
- P-5 INLET
- P-6 INLET
- PARKING METER
- PEDESTRIAN CROSSING SIGNAL
- PRM PERMANENT REFERENCE MONUMENT
- POST INDICATOR VALVE
- VACUUM BREAKER ASSEMBLY
- PROPERTY LINE
- SANITARY SEWER CLEANOUT
- SANITARY SEWER MANHOLE
- SIAMESE CONNECTION
- SIGN POST
- SPRINKLER PUMP
- STANDPIPE
- STORM SEWER MANHOLE
- STREET LIGHT HAND HOLE
- SWALE INLET
- TELEPHONE BOX (SOUTHERN BELL)
- TELEPHONE HAND HOLE
- TELEPHONE MANHOLE (SO. BELL)
- TELEPHONE PAYPHONE
- TRAFFIC HAND HOLE
- TRAFFIC UTILITY BOX
- TRAFFIC SIGNAL POST
- UNDERGROUND UTILITY MARKER
- UNKNOWN UTILITY MANHOLE
- UNKNOWN UTILITY HAND HOLE
- WATER MANHOLE
- WM WATER METER
- WATER VALVE
- WOOD LIGHT POLE
- WOOD POWER POLE
- HANDICAP PARKING
- STROLLER PARKING

ABBREVIATIONS:

R	denotes RADIUS
Δ	denotes DELTA ANGLE
L	denotes ARC DISTANCE
T	denotes TANGENT DISTANCE
PCP	denotes PERMANENT CONTROL POINT
PRM	denotes PERMANENT REFERENCE MONUMENT
PB	denotes PLAT BOOK
PG	denotes PAGE
POC	denotes POINT OF COMMENCEMENT
POB	denotes POINT OF BEGINNING
OHW	denotes OVERHEAD UTILITY WIRES
ORB	denotes OFFICIAL RECORDS BOOK
PC	denotes POINT OF CURVATURE
CBS	denotes CONCRETE BLOCK STRUCTURE
CONC	denotes CONCRETE
CLF	denotes CHAINLINK FENCE
WF	denotes WOOD FENCE
F.I.P.	denotes FOUND IRON PIPE
S.I.P.	denotes SET IRON PIPE & LB-87 CAP
F.N.D.	denotes FOUND NAIL & BRASS DISC
S.N.D.	denotes SET LB-87 NAIL & BRASS DISC
CL	denotes CLEAR
ENCR	denotes ENCROACHMENT
(D)	denotes DEED DISTANCE
(L)	denotes DISTANCE BY LEGAL DESCRIPTION
(M)	denotes MEASURED DISTANCE
(R)	denotes RECORD OR PLATTED DISTANCE

PAINTED UNDERGROUND UTILITIES (APPROXIMATE)

- COMMUNICATION
- DRAINAGE
- ELECTRIC
- FORCE MAIN
- IRRIGATION
- NATURAL GAS
- SANITARY SEWER
- WATER



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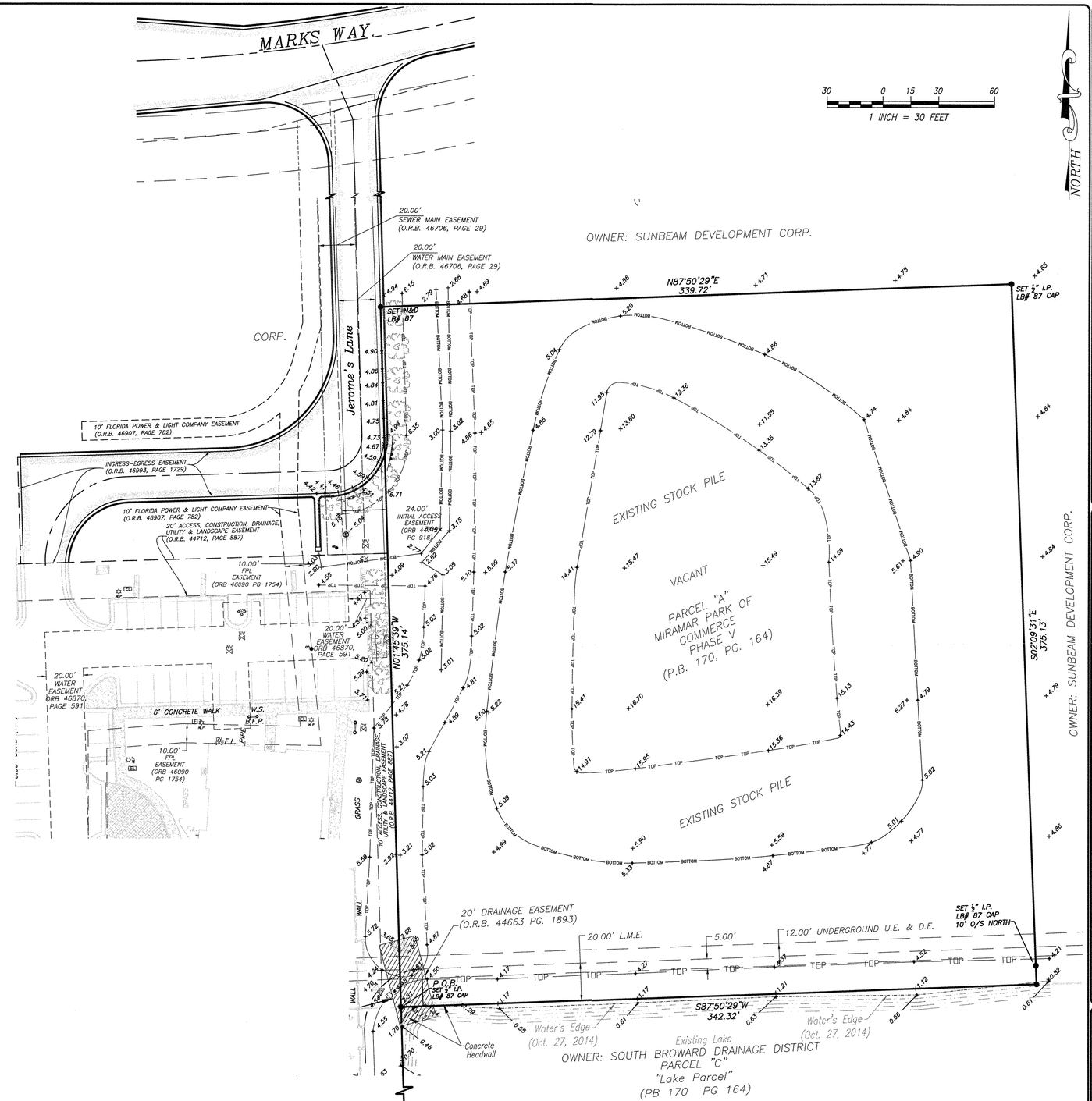
SURVEYOR'S NOTES:

1) BEARINGS SHOWN HEREON REFER TO AN ASSUMED BEARING OF S.87°50'29"W., ALONG THE SOUTH LINE OF PARCEL "A", AS SHOWN ON THE HEREIN REFERENCED PLAT OF "MIRAMAR PARK OF COMMERCE-PHASE V".
2) LEGAL DESCRIPTION CREATED BY THIS FIRM.
3) PROPERTY AS SHOWN HEREON CONTAINS (127,928 SQUARE FEET±) 2.937 ACRES ±.
4) UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTINGS AND/OR FOUNDATIONS.
5) ORDERED BY: MIRAMAR HOTELS LLC
6) THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
7) PROPERTY SHOWN HERON IS SUBJECT TO EASEMENTS, RIGHTS, OF WAY, AND OTHER MATTERS THAT MAY BE DISCOVERED IN A SEARCH OF TITLE OF THE SAID LANDS.
8) PROPERTY SHOWN HEREON FALLS WITHIN FEDERAL FLOOD X, PER FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 120049 0710 H, OF MAP DATED AUGUST 18, 2014.
9) VISIBLE INDICATORS OF UTILITIES ARE SHOWN HEREON, HOWEVER, NO ATTEMPT HAS BEEN MADE TO LOCATE UNDERGROUND ITEMS.
10) DISTANCES ALONG BOUNDARY OF SUBJECT PROPERTY ARE RECORD AND MEASURED UNLESS OTHERWISE STATED.
11) ELEVATIONS SHOWN HEREON REFER TO NORTH AMERICAN VERTICAL DATUM OF 1988 AN THEY ARE EXPRESSED IN FEET.
12) BENCHMARKS:
    a) 2" SQUARE CUT ON SE CORNER OF DRAINAGE STRUCTURE, NEAR SW CORNER OF MIRAMAR PARK OF COMMERCE V IN RETENTION AREA. ELEVATION = 5.31' N.G.V.D.
    b) 2" SQUARE CUT ON NORTH SIDE OF DRAINAGE STRUCTURE, EAST OF PROPERTY LINE MIRAMAR PARK OF COMMERCE V IN RETENTION AREA. ELEVATION = 5.33' N.G.V.D.



CERTIFIED TO:
MIRAMAR HOTELS LLC

SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY THAT THIS "BOUNDARY SURVEY" OF THE PROPERTY DESCRIBED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER MY SUPERVISION AND DIRECTION. THIS SURVEY COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.

Schwebke-Shiskin & Associates, Inc.
BY: _____
MARK STEVEN JOHNSON
PROFESSIONAL LAND SURVEYOR #4775
STATE OF FLORIDA

Schwebke-Shiskin & Associates, Inc.
LAND PLANNERS • ENGINEERS • LAND SURVEYORS
3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 TEL: (954) 435-7010 FAX: (954) 438-3288
CERTIFICATE OF AUTHORIZATION No. LB-87

Drawn By: csj	Survey Date: 10/20/14	Checked By:	Date:
Order No. 203334	F.B. No.: BC 504K Pg. 1	Scale: AS SHOWN	
File No. B-1975		Sheet 1 of 1 Sheet(s)	

NOTE: This sketch is not valid unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper.

This is not a "Boundary Survey."

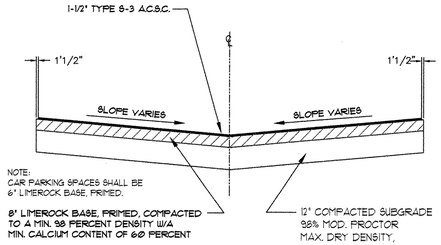
BOUNDARY SURVEY

Section 30, Township 51 South, Range 41 East, Broward County, Florida

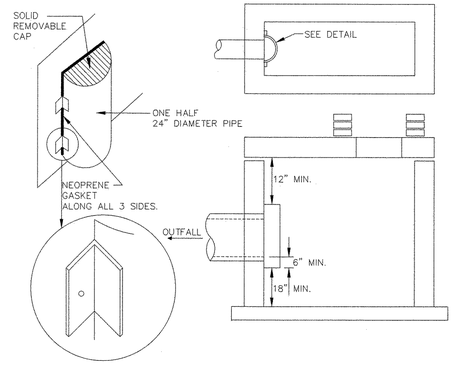
REVISIONS

Date:	Order No.	Field Book	Remarks:	By:
11/18/15	204529	BC 504K	UPDATE SURVEY	CSJ

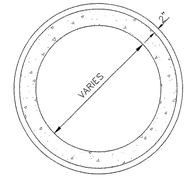
FILE NO. B-1975



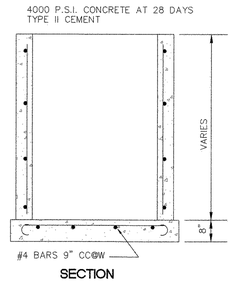
PAVEMENT SECTION



POLLUTION RETARDANT



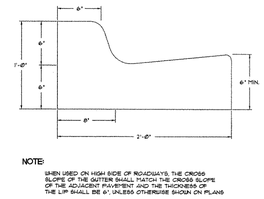
PLAN



SECTION

WALL THICKNESS AND REINFORCEMENT MANUFACTURED IN ACCORDANCE WITH A.S.T.M. SPECIFICATION C-478 (LATEST REVISION). REINFORCEMENT IN THE CENTER 1/3 OF WALLS.

TYPE "P" STRUCTURE

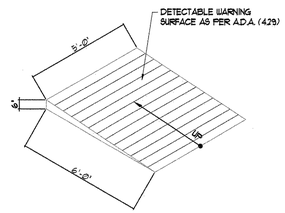


NOTE:
WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6", UNLESS OTHERWISE SHOWN ON PLANS

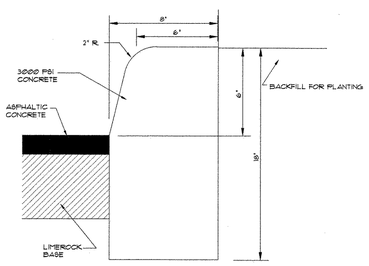
TYPE "F" CURB DETAIL

PAVING + DRAINAGE NOTES:

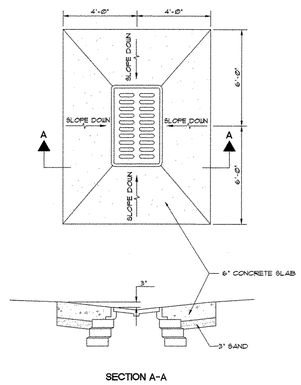
1. ALL MUCK UNDER THE PROPOSED DRIVEWAY AND PARKING AREAS SHALL BE REMOVED AND REPLACED WITH COMPACT ACCEPTABLE FILL IN ONE-FOOT LIFTS TO 98% DENSITY.
2. ALL LABOR, MATERIALS AND METHODS OF INSTALLATION SHALL BE IN STRICT ACCORDANCE WITH THE MINIMUM ENGINEERING AND CONSTRUCTION STANDARDS ADOPTED BY BROWARD COUNTY AND THE CITY OF MIRAMAR.
3. ALL UNDERGROUND UTILITIES AND DRAINAGE IS TO BE INSTALLED BEFORE SUBGRADE IS CONSTRUCTED.
4. ALL ELEVATIONS REFER TO N.G.V.D.
5. ALL PIPE SHALL BE REINFORCED CONCRETE PIPE, OR AS INDICATED.
6. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO SAFEGUARD ALL EXISTING STRUCTURES AND UTILITIES. ANY DAMAGE DONE TO EXISTING UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT NO EXPENSE TO THE SUBJECT UTILITY. CALL U.N.C.L.E. (1-800-432-4770) 48 HOURS BEFORE DIGGING.
7. ALL SIDEWALK MUST BE 6" THICK AND 3000 P.S.I. CONCRETE, UNLESS OTHERWISE NOTED.
8. CONTRACTOR SHALL VERIFY LOCATION OF EXISTING UNDERGROUND UTILITIES.
9. ALL PERFORATED PIPE SHALL BE PERFORATED FOR THE FULL CIRCUMFERENCE. THE FIRST FOUR FEET FROM CATCH BASIN SHALL BE NON-PERFORATED.
10. CONTRACTOR TO DISCARD ALL UNUSABLE MATERIAL AT APPROVED DISPOSAL SITE.
11. CONTRACTOR TO PROTECT ALL EXISTING UTILITIES.
12. CONTRACTOR SHALL VERIFY EXISTING ELEVATION ON PAVEMENTS, RIMS, ETC. & INFORM ENGINEER OF DISCREPANCY.
13. CONTRACTOR SHALL REFER TO ARCHITECTURAL DRAWINGS AND/OR SPECIFICATIONS FOR FILL REQUIREMENTS UNDERNEATH BUILDING PADS.



H.C. RAMP DETAIL

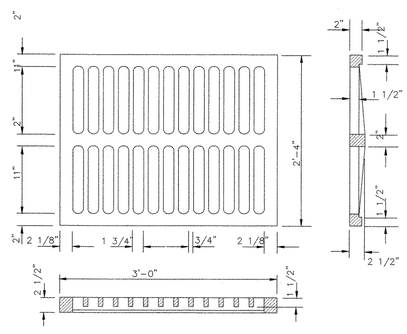


TYPICAL TYPE "D" CURBING



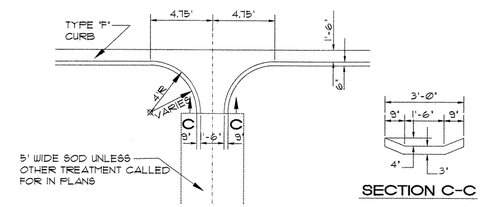
SECTION A-A

CONCRETE CATCH BASIN APRON



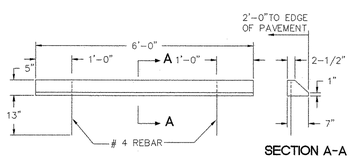
US FOUNDRY - FRAME #4155, GRATE #6210

GRATE DETAIL FOR TYPE "C" INLET



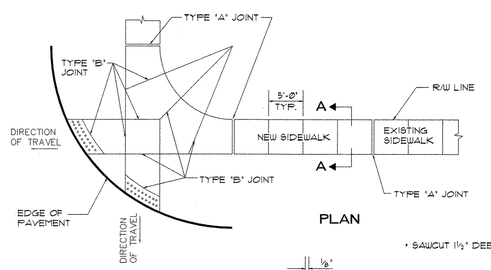
SECTION C-C

FLUME DETAIL

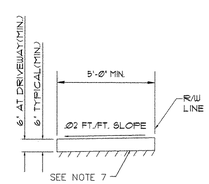


SECTION A-A

CONCRETE WHEEL STOP DETAIL

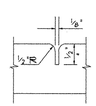


PLAN



SECTION A-A

• SAWCUT 1½" DEEP 20'-0" MAX. O.C.



TYPE "B"

SIDEWALK JOINTS

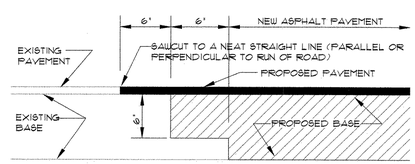
NOTES:

1.- CONCRETE TO BE CLASS-I, 3000 P.S.I.
2.- THE USE OF REINFORCEMENT IS NOT PERMITED.
3.- SIDEWALK SLOPES SHALL MEET THE REQUIREMENTS OF THE AMERICAN WITH DISABILITIES ACT.
4.- RAMPS SHALL BE PROVIDED AT ALL INTERSECTIONS IN ACCORDANCE WITH FDOT INDEX 304.
5.- THE VERTICAL DEVIATION FOR A NEW SIDEWALK SHALL NOT BE MORE THAN 1/2".
6.- THE VERTICAL DEVIATION FOR A NEW MAINTENANCE ACCESS STRUCTURE COVER SHALL NOT BE MORE THAN 1/4".
7.- SUBGRADE MATERIAL SHALL BE COMPACTED TO 100% OF MAXIMUM DENSITY, PER AASHTO T-99.
8.- STAMPED CONCRETE IS NOT ALLOWED IN LIEU OF TRUNCATED DOMES.
9.- SEE HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION APPROVED PRODUCT LIST FOR ACCEPTABLE MATERIALS FOR TRUNCATED DOMES.

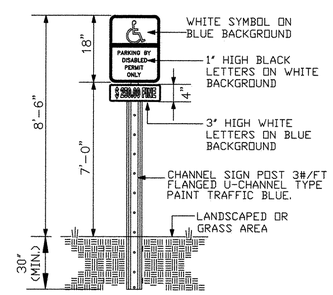
TABLE OF SIDEWALK JOINTS

TYPE	LOCATION
'A'	P.C. AND P.T. OF CURVES & WHERE SIDEWALK ABUTS CONCRETE DRIVEWAY
'B'	5'-0" CENTER TO CENTER ON SIDEWALKS

SIDEWALK TYPICAL DETAILS



SAWCUT DETAIL

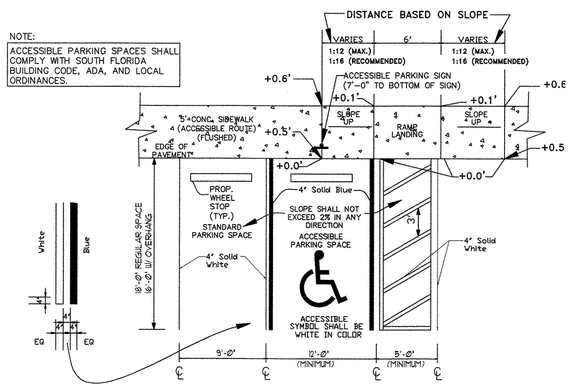


NOTE:

1. FOR ALUMINUM POST, BASE, FOUNDATION AND FUSE ASSEMBLY, REFER TO FDOT INDEX NO. 11860. (STATE OF FLORIDA DOT 2008 DESIGN STANDARDS) OR BROWARD COUNTY TYPICAL SIGN ASSEMBLY DETAIL. (ENGINEERING DESIGN STANDARDS LATEST EDITION)

HANDICAP SIGN POST

NOTE:
ACCESSIBLE PARKING SPACES SHALL COMPLY WITH SOUTH FLORIDA BUILDING CODE, ADA, AND LOCAL ORDINANCES.



ACCESSIBLE PARKING DETAIL

N.T.S.

CAMERO + ASSOCIATES, INC.
CIVIL ENGINEERS
CAMERO & ASSOCIATES, INC.
JORGE L. CAMERO, P.E.
7400 SW 50th TERR. SUITE 204
(305) 665-7662
PLANNERS
EB NO. 0000427.5
FLA. REG. NO. 32945
MIAMI, FL 33155
FAX (305) 665-8488

OUR JOB # 14-136

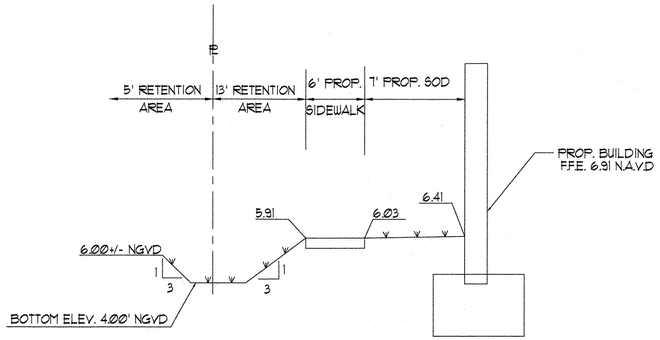
Date: --------
Project #:GW2014001
Drawn:GFW
ARC. LISC. Reg. #AR00095319531
ARC. BUS. Reg. #AA26002745
Revisions:

SPRINGHILL SUITES
MIRAMAR PARK OF COMMERCE
BY MIRAMAR HOTELS LLC.
CITY OF MIRAMAR, FLORIDA

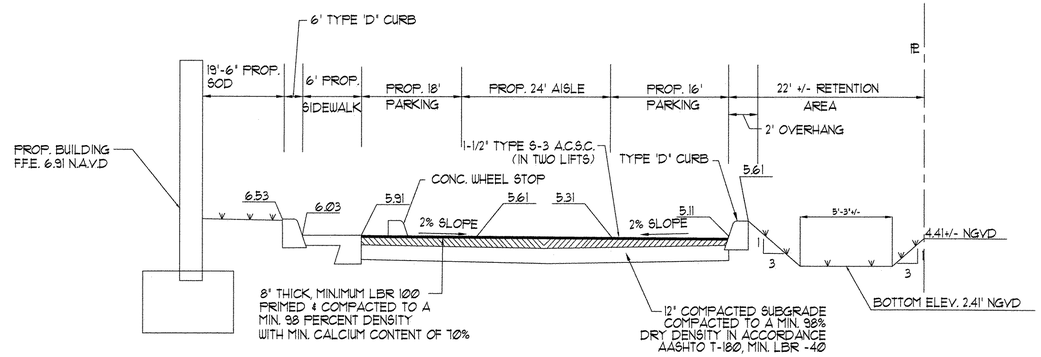
George White ARCHITECT
6127 C. DURHAM DRIVE, LAKE WORTH, FLORIDA 33467
561-997-6698

2-1-16

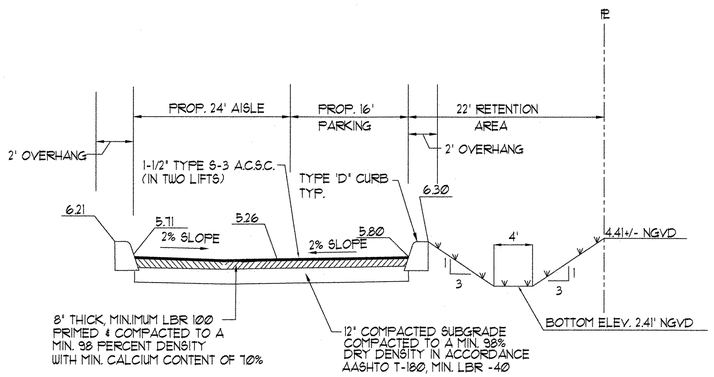
C-3



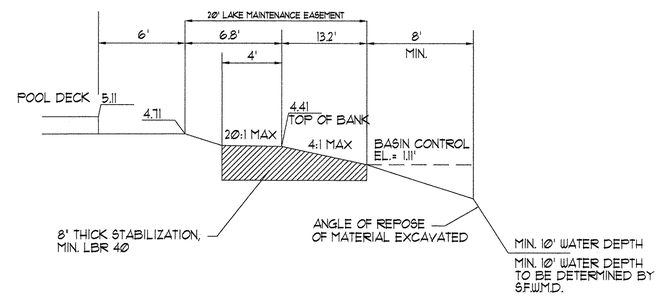
SECTION A-A



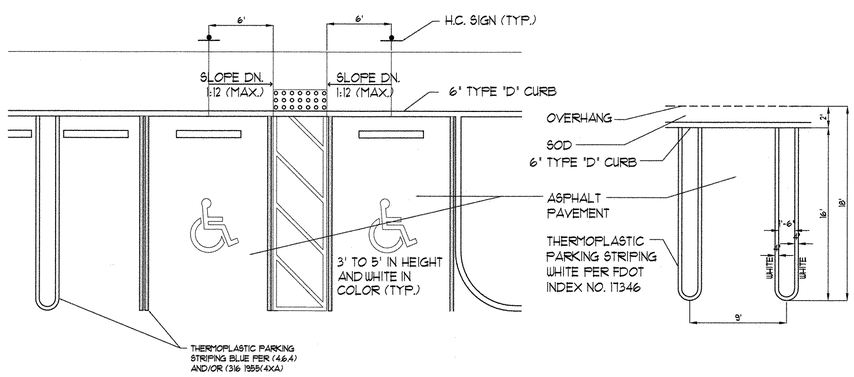
SECTION C-C



SECTION B-B



SECTION D-D



PARKING SPACE DETAIL

Date: 02-12-15
Project #: GW2014001
Drawn: GFW
ARC. LISC. Reg. #AR00095319531
ARC. BUS. Reg. #AA26002745
Revisions:

BY MIRAMAR HOTELS LLC.
CITY OF MIRAMAR, FLORIDA

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CAMERO + ASSOCIATES, INC.
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MIAMI, FL 33155
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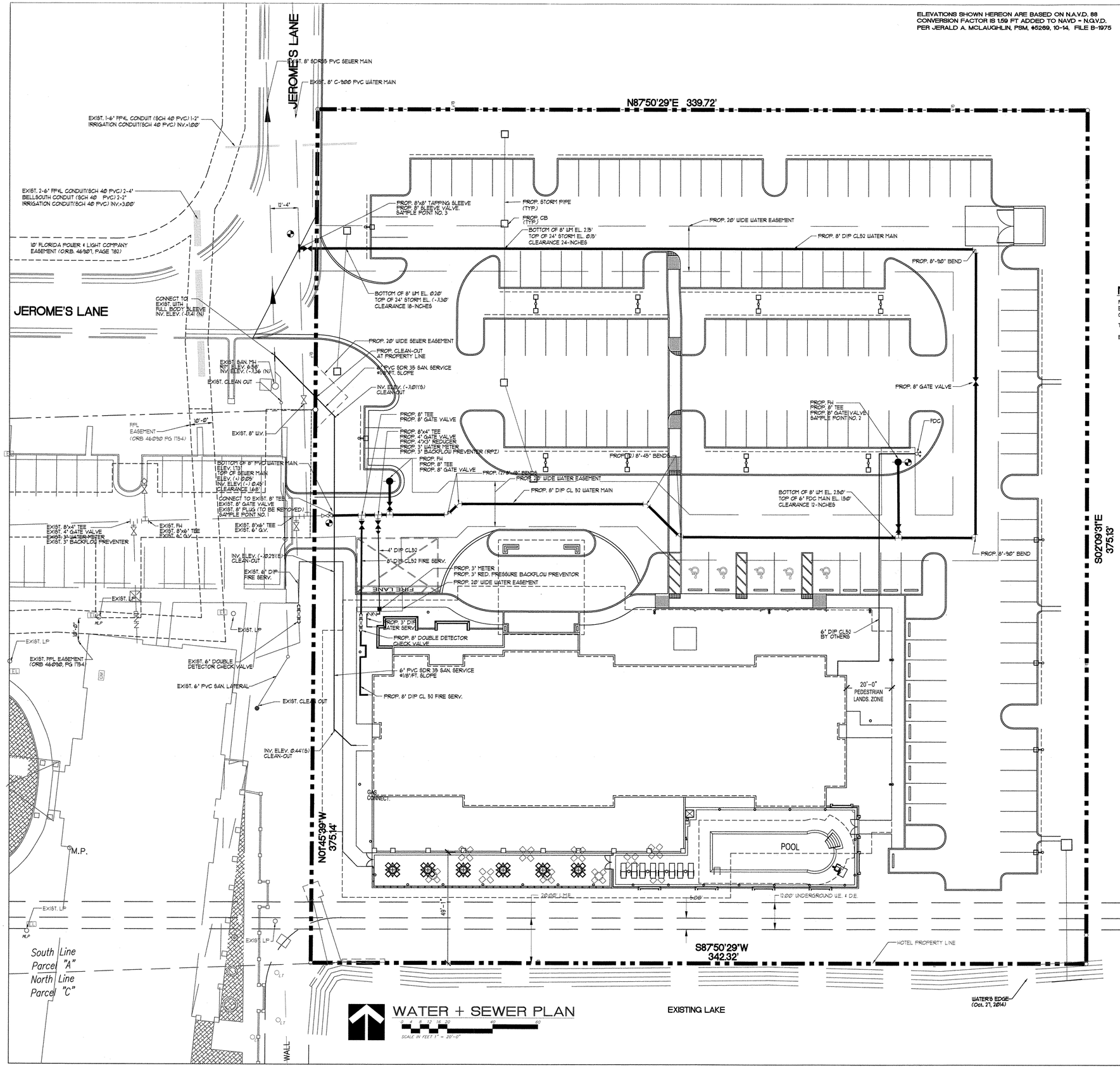
OUR JOB # 14-136

2-12-15

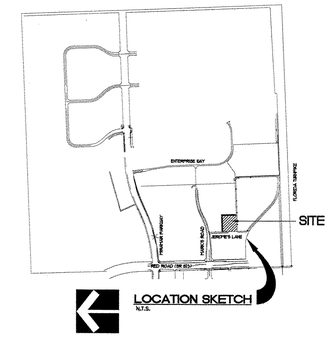
C-4

ELEVATIONS SHOWN HEREON ARE BASED ON N.A.V.D. 88
CONVERSION FACTOR IS 1.59 FT ADDED TO NAVD = NGVD.
PER JERALD A. MCLAUGHLIN, PSM, #5269, 10-14, FILE B-1975



WATER + SEWER PLAN

SCALE IN FEET 1" = 20'-0"



LOCATION SKETCH
N.T.S.

NOTES:

PER SECTION 8.022.13(b) OF CITY'S LAND DEVELOPMENT CODE' MINIMUM FINISHED FLOOR ELEVATION SHALL BE 6" ABOVE THE HIGHEST POINT OF ADJACENT ROAD CROWN ELEVATION OR 1-FT. ABOVE THE BASE FLOOD ELEVATION, WHICHEVER IS HIGHER.

TOTAL BUILDING: 81,000 SQUARE FEET

BOOSTER PUMPING FACILITIES ARE REQUIRED TO MAINTAIN PRESSURE (SEE MEP DWGS.)

LEGEND:

WATER LEGEND

- PROPOSED WATER MAIN
- EXISTING WATER MAIN
- PROPOSED FIRE HYDRANT W/GATE VALVE
- EXISTING FIRE HYDRANT W/GATE VALVE
- PROPOSED GATE VALVE
- EXISTING GATE VALVE
- PROPOSED REDUCER
- EXISTING REDUCER
- PROPOSED WATER SERVICE
- EXISTING WATER SERVICE
- PROPOSED BACKFLOW PREVENTER
- EXISTING BACKFLOW PREVENTER
- RIGHT-OF-WAY LINE OR PROPERTY LINE

SEWER LEGEND

- PROPOSED SANITARY SEWER MAIN
- EXISTING SANITARY SEWER MAIN
- PROPOSED MANHOLE
- EXISTING MANHOLE
- PROPOSED SANITARY SERVICE
- EXISTING SANITARY SERVICE
- PROPOSED FORCE MAIN
- EXISTING FORCE MAIN
- PROPOSED LIFT STATION
- EXISTING LIFT STATION
- DIRECTION OF SANITARY SEWER FLOW
- RIGHT-OF-WAY LINE OR PROPERTY LINE

CAMERO + ASSOCIATES, INC.
CIVIL ENGINEERS
CAMERO + ASSOCIATES, INC.
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EB NO. 0004275
FLA. REG. NO. 32545
MIAMI, FL 33155
FAX (305) 665-8488
OUR JOB # 14-136

Date: 02-12-15
Project #:GW2014001
Drawn:GFW
ARC. LISC. Reg. #AR00095319531
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Revisions:

BY MIRAMAR HOTELS LLC.
CITY OF MIRAMAR, FLORIDA

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SPRINGHILL SUITES
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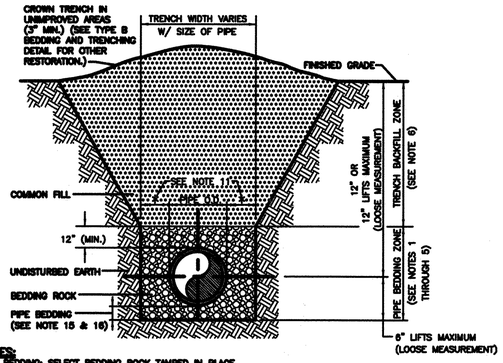
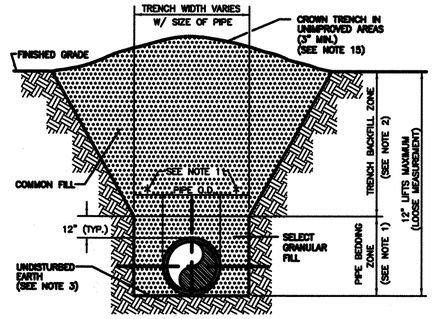
WS-5



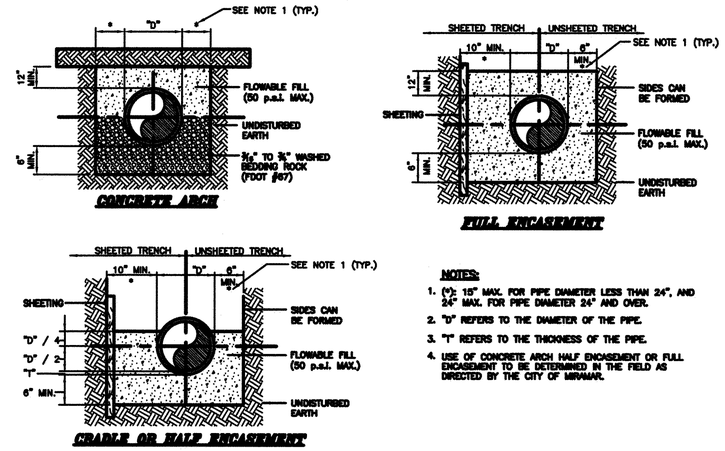
NOTES:
1. PIPE BEDDING: SELECT BEDDING ROCK TAMPED IN PLACE.
2. GRADE AND SHAPE PIPE BED TO EVENLY SUPPORT PIPE AT THE PROPER LINE AND GRADE, WITH FULL CONTACT UNDER THE BOTTOM OF THE PIPE.
3. INSTALL PIPE AND SYSTEM COMPONENTS.
4. PLACE BEDDING SIMULTANEOUSLY ON BOTH SIDES OF THE PIPE. CORRECT ANY PIPE 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 95% 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



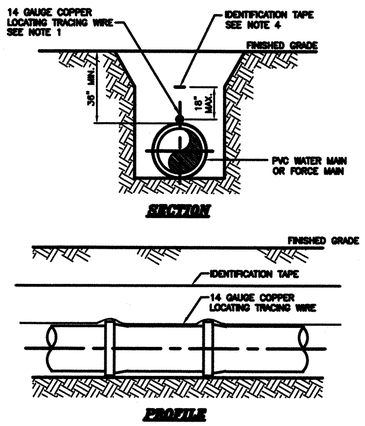
NOTES:
1. PIPE BEDDING: SELECT GRANULAR FILL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL IN 12" MAX. LIFTS COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE "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 95% 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



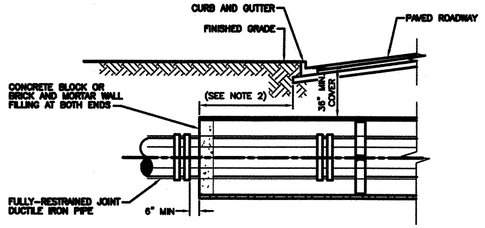
NOTES:
1. (*): 18" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND OVER.
2. "D" REFERS TO THE DIAMETER OF THE PIPE.
3. "T" REFERS TO THE THICKNESS OF THE PIPE.
4. USE OF CONCRETE ARCH HALF ENCASEMENT OR FULL ENCASEMENT TO BE DETERMINED IN THE FIELD AS DIRECTED BY THE CITY OF MIRAMAR.

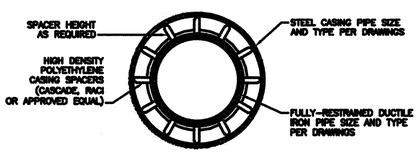
CONCRETE ARCH AND ENCASEMENT DETAILS

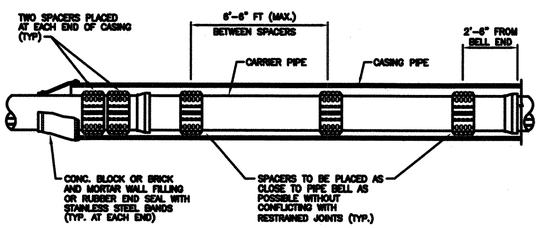


NOTES:
1. PVC PIPE SHALL REQUIRE INSULATED METALLIC LOCATING TRACING WIRE (14 GAUGE COPPER) CAPABLE OF DETECTION BY A CABLE LOCATOR AND SHALL BE BURIED DIRECTLY ON TOP OF THE PIPE AT CENTERLINE.
2. LOCATING WIRE SHALL TERMINATE AT THE TOP OF EACH VALVE BOX AND BE CAPABLE OF EXTENDING 12" ABOVE TOP OF 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

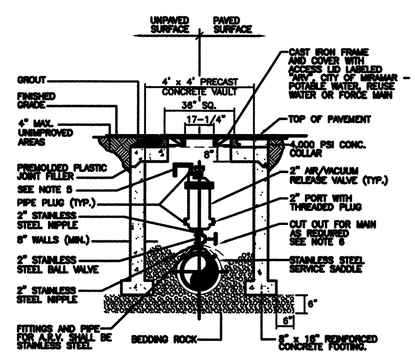






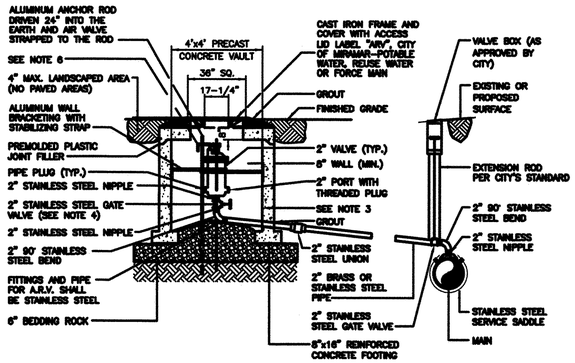
NOTES:
1. WHEN CONSTRUCTION IS WITHIN FDOT JURISDICTION, ADDITIONAL REQUIREMENTS OF THE UTILITY ACCOMODATION MANUAL SHALL BE MET.
2. CASING SHALL BE OF SUFFICIENT LENGTH TO EXTEND UNDER ALL PAVEMENTS AND IN NO CASE SHALL THE END OF THE CASING BE CLOSER THAN EIGHT (8) FEET FROM THE PAVEMENT EDGE INCLUDING 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 6.5 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 3/8" 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

2-1-16

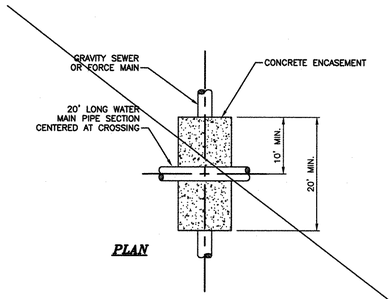
NO.	DATE	REVISIONS	BY

CITY OF MIRAMAR
ENGINEERING SERVICES DEPARTMENT
UTILITY STANDARDS
DETAIL SHEET

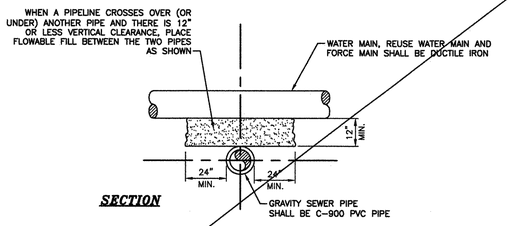
SCALE: N.T.S.

SHEET NO. 1 OF 10

NIC

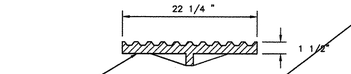


PLAN

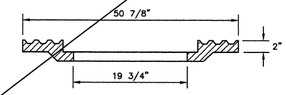


SECTION

FLOWABLE FILL BEDDING BETWEEN CROSSING PIPES



LID - PART "A"



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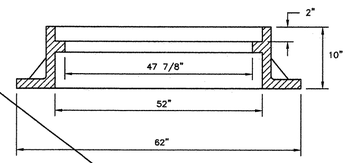
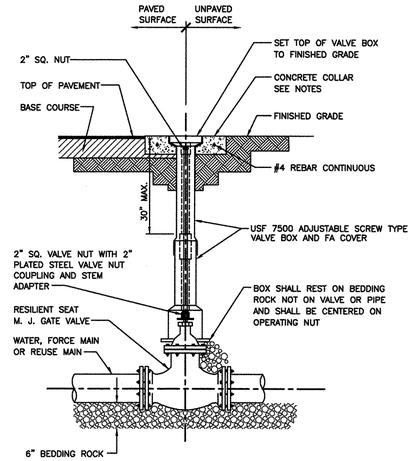


FRAME

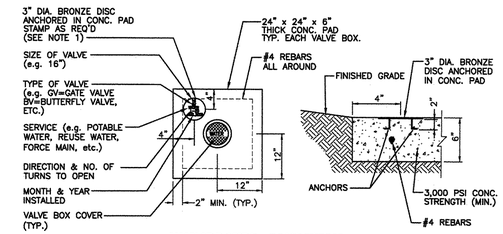
NOTES:
1. ALL BEARING SURFACES TO BE MACHINED.
2. MINIMUM WEIGHT 1480 LBS.
3. U.S.F. 1341-AHM, TYPE C OR APPROVED EQUAL.
4. LID TO BE LABELED "ARV - CITY OF MIRAMAR - POTABLE WATER"; "ARV - CITY OF MIRAMAR - REUSE WATER"; OR "ARV - CITY OF MIRAMAR - FORCE MAIN".

AIR RELEASE VAULT ACCESS COVER

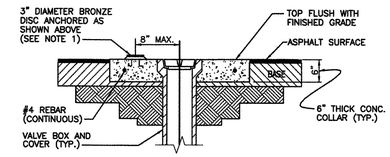


NOTES:
1. VALVE COLLAR SHALL BE 24"X24"X6" (MIN.) CONCRETE COLLAR PER CITY'S STANDARD DETAIL.
2. WHEN WATER VALVE IS NOT LOCATED IN PAVEMENT, PLACE A WHITE PAVEMENT REFLECTOR MARKER IN THE DRIVE LANE, ADJACENT TO THE VALVE.
3. VALVE BOX COVER SHALL BE PAINTED BLUE WITH THE DESIGNATION "WATER"; GREEN WITH THE DESIGNATION "SEWER"; PURPLE WITH THE DESIGNATION "REUSE".

GATE VALVE AND VALVE BOX DETAIL



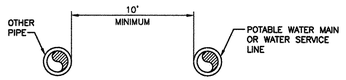
UNIMPROVED CONDITION



ALTERNATIVE FOR PAVED SURFACE

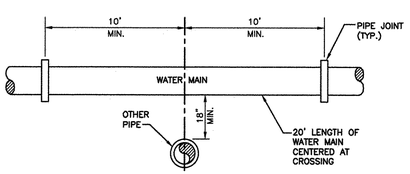
NOTES:
1. BRONZE IDENTIFICATION DISC SHALL BE REQUIRED FOR ALL VALVES, AND SHALL INDICATE: SIZE OF VALVE, TYPE OF VALVE, SERVICE, DIRECTION AND NUMBER OF TURNS TO OPEN, AND DATE INSTALLED.

VALVE BOX CONCRETE COLLAR DETAIL



PLAN

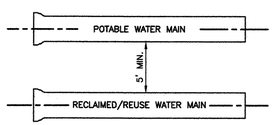
HORIZONTAL SEPARATION 10 FEET OR GREATER



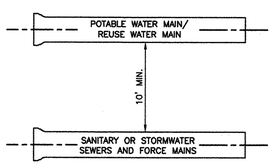
SECTION

VERTICAL CLEARANCE AT CROSSING 18 INCHES OR GREATER

DETAILS FOR PROTECTION OF POTABLE WATER SUPPLY

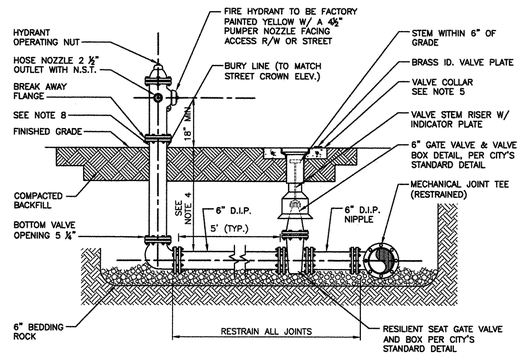


A MINIMUM 5' CLEAR HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN RECLAIMED/REUSE WATER MAINS AND POTABLE WATER MAINS.



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

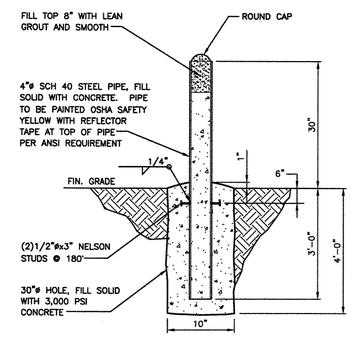


NOTES:
1. PIPE SHALL BE DUCTILE IRON CLASS 52. DIP SPOOL PIECES TO BE CLASS 350.
2. ALL PIPES AND FITTINGS SHALL BE RESTRAINED MECHANICAL JOINT, MATERIAL TO BE DUCTILE IRON.
3. HYDRANT VALVES SHALL BE INSTALLED AS CLOSE TO WATER MAIN AS POSSIBLE.
4. DEPTH OF COVER TO TOP OF UNDERGROUND PIPING: 30" MINIMUM 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.

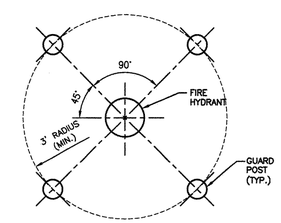
CONTRACTOR SHALL COLOR CODE THE TOP OF EACH HYDRANT INDICATED BY THE GALLONS PER MINUTE OF FLOW. THE BODY OF ALL FIRE HYDRANT SHALL BE PAINTED YELLOW (RUST-OLEUM #944 SAFETY YELLOW, O.A.E. WITH A 40 MIL DFT.) AND THE TOP COLOR CODED AS FOLLOWS:

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

2-1-16

NO.	DATE	REVISIONS	BY

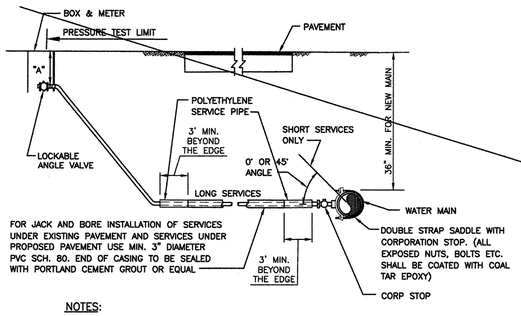
SPRINGHILL SUITES BY MIRAMARL HOTEL LLC.
MIRAMAR PARK OF COMMERCE CITY OF MIRAMAR, FL

CITY OF MIRAMAR
ENGINEERING SERVICES DEPARTMENT
UTILITY STANDARDS
DETAIL SHEET

SCALE: N.T.S.

SHEET NO. 2 OF 10

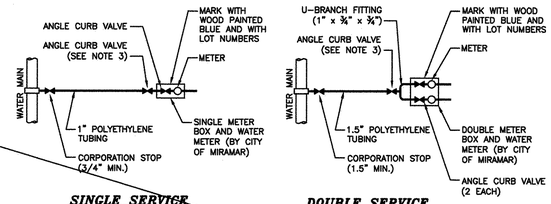
C-7



NOTES:

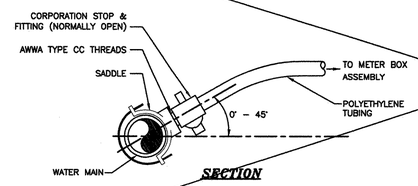
1. SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE SPACED A MINIMUM OF 18" APART. TAPS SPACED BETWEEN 18" TO 48" SHALL BE OFFSET TO EACH SIDE OF THE MAIN.
2. METER BOX SHALL BE SET TO CONFORM TO FINISHED GRADE ADJACENT TO PROPERTY LINE. METER SHALL NOT BE PLACED IN SIDEWALK OR DRIVEWAY AREAS. SERVICE LINES 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



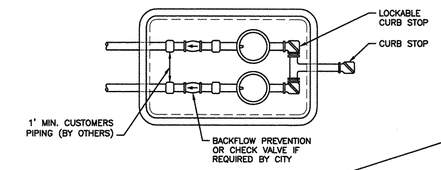
SECTION

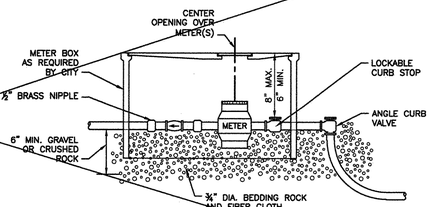
NOTES:

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, A.Y.McDONALD 4606B-22; 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

NIC

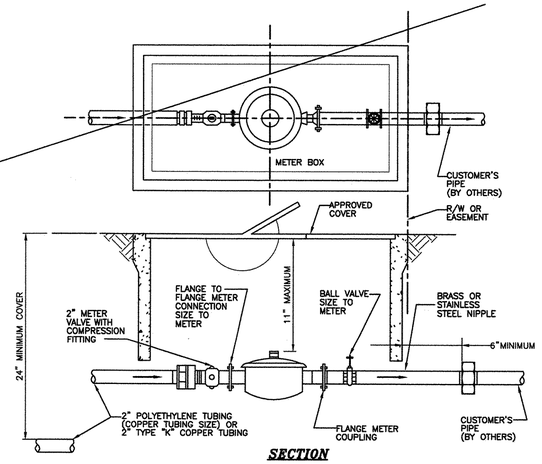




NOTES:

1. METER OVER 2" SHALL BE GIVEN SPECIAL DESIGN CONSIDERATION.
2. ALL METERS UP TO 2" WILL BE PURCHASED FROM THE CITY AND INSTALLED BY THE CONTRACTOR.
3. 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

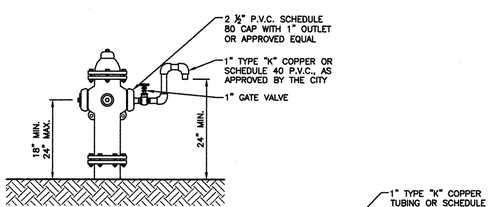


SECTION

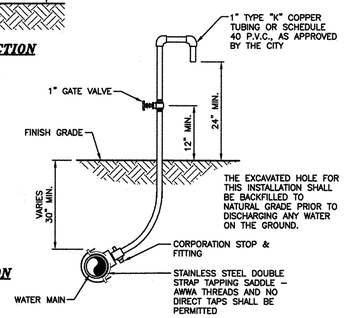
NOTES:

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. ALL METERS WILL BE SUPPLIED BY CITY OF MIRAMAR.
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&1/2", OR 2" METERS



HYDRANT CONNECTION

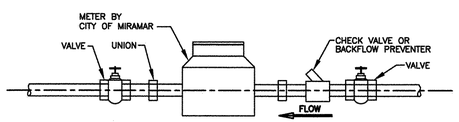


MAIN CONNECTION

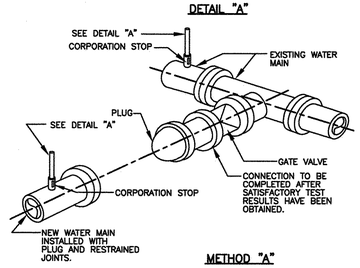
NOTES:

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



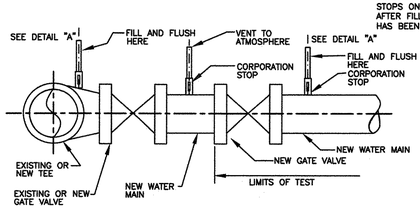
DETAIL "A"



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.

METHOD "A"

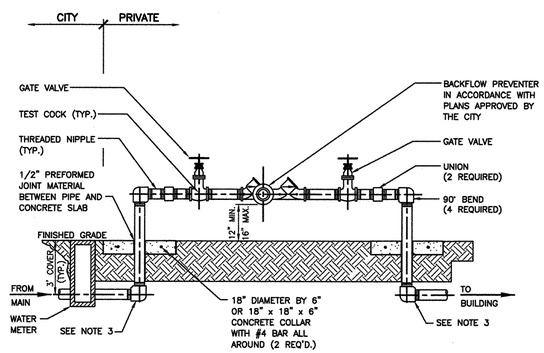


NOTE:

1. REMOVE TEMPORARY CONNECTION AT CORPORATION STOPS ON NEW MAIN AFTER FILLING AND FLUSHING HAS BEEN COMPLETED.

METHOD "B"

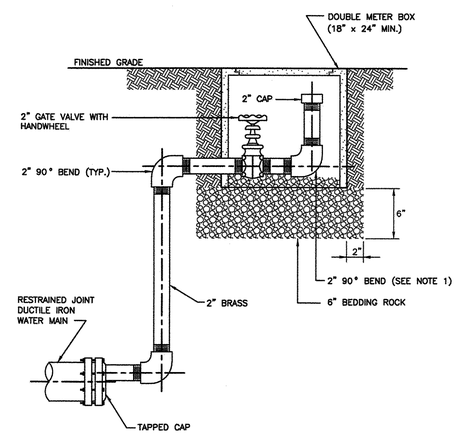
FILL AND FLUSHING CONNECTION DETAIL



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.

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

2-1-16

NO.	DATE	REVISIONS	BY

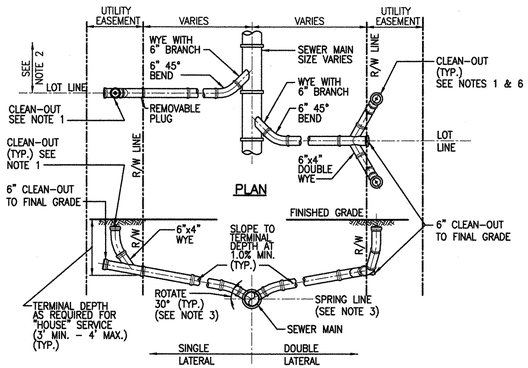
SPRINGHILL SUITES BY MIRAMARL HOTEL LLC.
MIRAMAR PARK OF COMMERCE CITY OF MIRAMAR, FL

CITY OF MIRAMAR
ENGINEERING SERVICES DEPARTMENT
UTILITY STANDARDS
DETAIL SHEET

SCALE: N.T.S.

SHEET NO. 3 OF 10

C-8



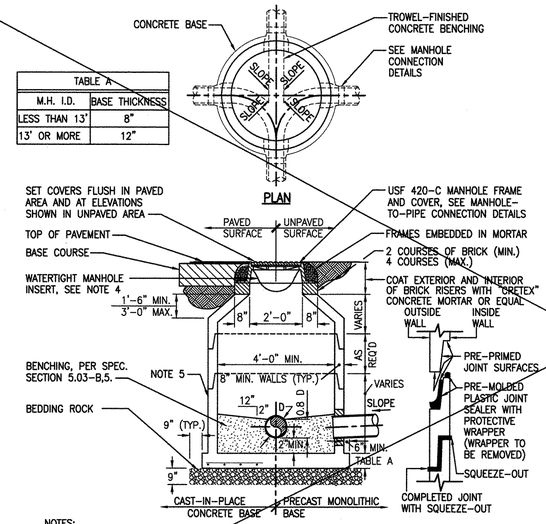
PROFILE

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"

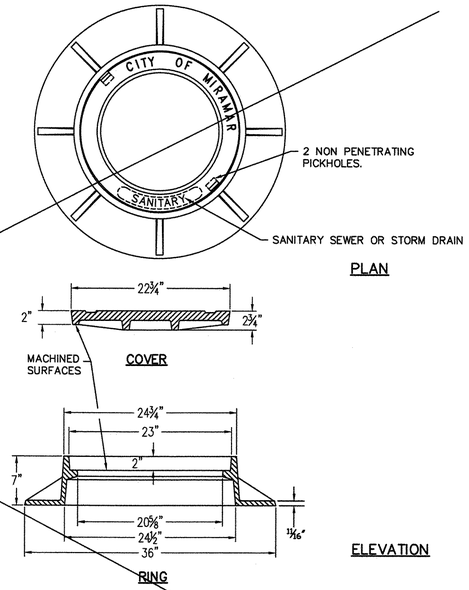


NOTES:

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

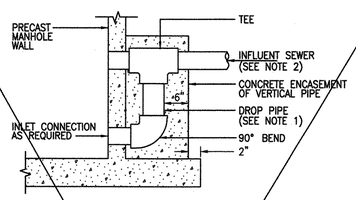
NIC



NOTES:

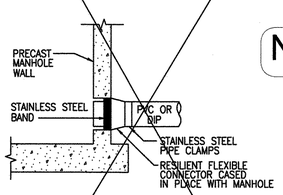
1- MATERIAL: ASTM A48 CLASS 30B GRAY IRON.
2- COVER WT: 160 LBS. APP.
3- RING WT: 240 LBS. APP.

SANITARY/STORM MANHOLE COVER



STANDARD DROP DETAIL

NIC



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

2-1-16

NO.	DATE	REVISIONS	BY

SPRINGHILL SUITES BY MIRAMARL HOTEL LLC.

MIRAMAR PARK OF COMMERCE CITY OF MIRAMAR, FL

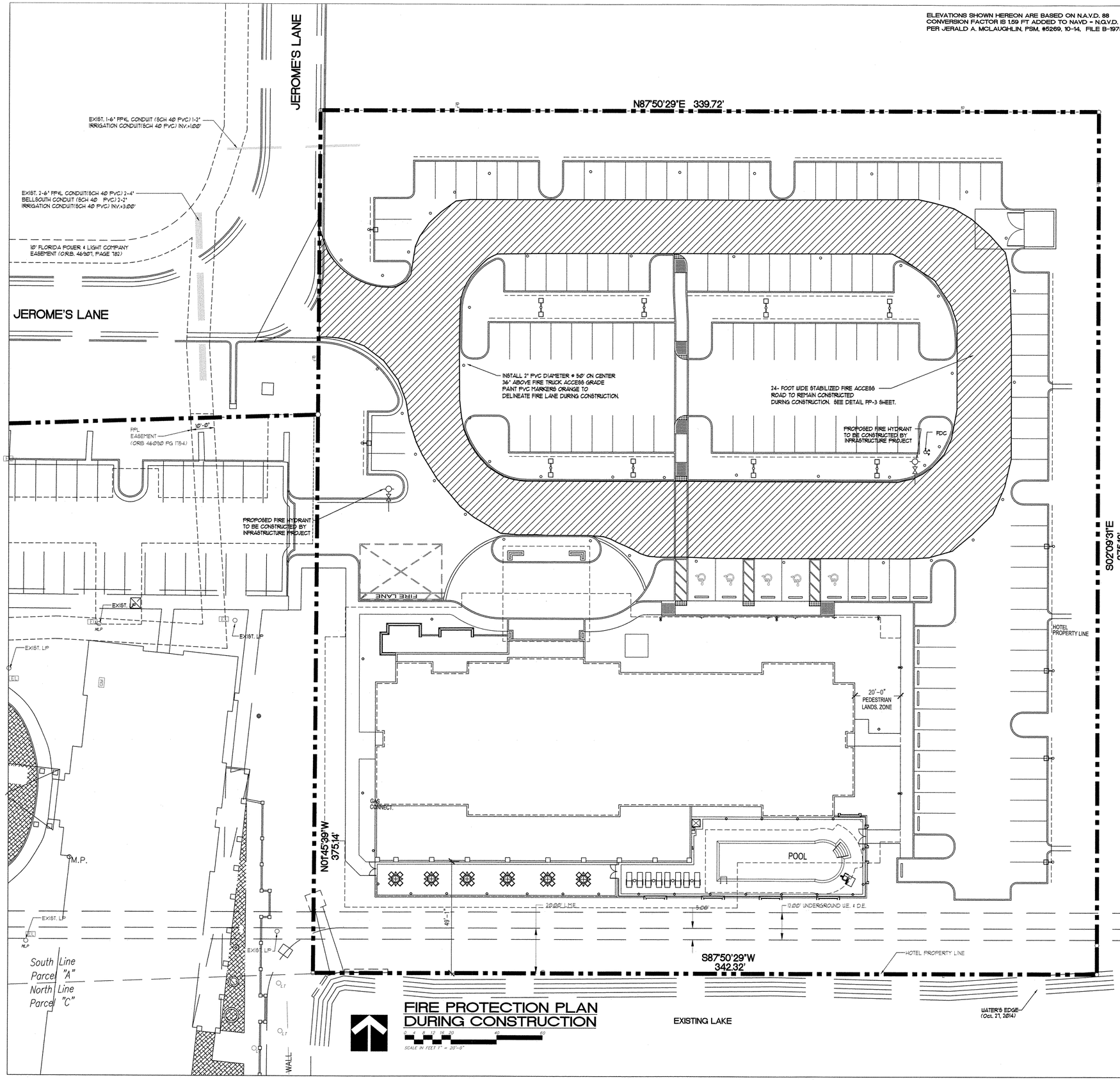
CITY OF MIRAMAR
ENGINEERING SERVICES DEPARTMENT
UTILITY STANDARDS
DETAIL SHEET

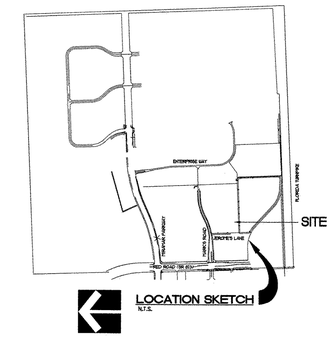
SCALE: N.T.S.

SHEET NO. 4 OF 10

C-9

ELEVATIONS SHOWN HEREON ARE BASED ON N.A.V.D. 88
CONVERSION FACTOR IS 1.59 FT ADDED TO NAVD = N.G.V.D.
PER JERALD A. MCLAUGHLIN, PSM, #5269, 10-14, FILE B-1975





NOTES:

PER SECTION 802.2.13(b) OF CITY'S LAND DEVELOPMENT CODE' MINIMUM FINISHED FLOOR ELEVATION SHALL BE 6' ABOVE THE HIGHEST POINT OF ADJACENT ROAD CROWN ELEVATION OR 1-FT. ABOVE THE BASE FLOOD ELEVATION, WHICHEVER IS HIGHER.

TOTAL BUILDING: 81,010 SQUARE FEET

BOOSTER PUMPING FACILITIES ARE REQUIRED TO MAINTAIN PRESSURE (SEE MEP DWGS.)

FIRE PROTECTION DURING CONSTRUCTION:

THE PLANS MUST IDENTIFY FIRE PROTECTION DURING CONSTRUCTION IN ACCORDANCE WITH THE FOLLOWING:

THERE SHALL BE READILY A 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.)

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 REQUIRED AND SHALL BE MAINTAINED (NFPA 241 5-44.4.) ROADWAY TO BE MAINTAINED DURING CONSTRUCTION.

ACCESS ROADS FOR THE USE OF HEAVY FIRE FIGHTING EQUIPMENT SHALL BE PROVIDED TO THE IMMEDIATE JOB SITE AT THE START OF THE PROJECT AND MAINTAINED UNTIL COMPLETION (NFPA 241 5-4.1)

WHERE UNDERGROUND WATER MAINS AND HYDRANTS ARE TO BE PROVIDED, THEY SHALL BE INSTALLED, COMPLETED AND IN SERVICE PRIOR TO CONSTRUCTION WORK (NFPA 24 16-7.2.2).

CONTRACTOR WILL BE RESPONSIBLE FOR VISIBILITY IN INDICATING THE HYDRANTS ARE 'OUT OF SERVICE'. THE 'OUT OF SERVICE' DESIGNATION MUST REMAIN ON THE HYDRANT UNTIL HYDRANTS ARE ACCEPTED BY THE ENGINEERING DEPARTMENT.

FIRE HYDRANTS:

ALL FIRE HYDRANTS SHALL COMPLY WITH AWWA/ANSI STANDARD C502-94 AND THE FOLLOWING DESIGN STANDARDS:

THE FIRE HYDRANTS SHALL BE OF THE COMPRESSION TYPE, OPENING AGAINST THE PRESSURE AND CLOSING WITH THE LINE PRESSURE WITH A 5 1/4 " VALVE OPENING. THE HYDRANT SHALL BE EQUIPPED WITH TWO (2) 2 1/2 " HOSE NOZZLES AND ONE (1) 4 1/2 " PUMPER NOZZLE.

FIRE HYDRANTS SHALL BE FURNISHED WITH A SEALED OIL OR GREASE RESERVOIR LOCATED IN THE BONNET SO THAT ALL THREADED AND BEARING SURFACES ARE AUTOMATICALLY LUBRICATED WHEN THE HYDRANT IS OPERATED. THE HYDRANT WILL BE DESIGNED FOR DISASSEMBLY BY USE OF A SHORT DISASSEMBLY WRENCH OR THE HYDRANT SHOE SHALL HAVE INTEGRAL CAST DIE BACK LUGS ON THE MAIN VALVE TO PERMIT THE MAIN VALVE ASSEMBLY AND VALVE SEAT TO BE REMOVED WITHOUT DIGGING EARTH OR DISASSEMBLING THE HYDRANT BARREL.

FIRE HYDRANTS SHALL BE FURNISHED WITH A BREAKABLE FEATURE THAT WILL BREAK CLEANLY UPON IMPACT. THIS SHALL CONSIST OF A TWO PART BREAKABLE SAFETY FLANGE WITH A BREAKABLE STEM COUPLING. THE UPPER AND LOWER BARRELS SHALL BE FLUTED AND RIBBED ABOVE AND BELOW THE SAFETY FLANGE OR HAVE AN EXTRA STRENGTH LOWER BARREL.

THE FIRE HYDRANT INTERNAL VALVE SHALL BE 5 1/4 " MINIMUM. THE PENTAGONAL OPERATING NUTS AND THE CAP NUTS SHALL BE 1 1/2 " POINT TO FLAT. DRAIN VALVE OUTLETS FOR THE HYDRANTS SHALL BE PLUGGED OR OMITTED. THE HYDRANTS SHALL OPEN COUNTERCLOCKWISE AND THE DIRECTION OF THE OPENING SHALL BE CAST ON THE TOP. THE BURY LENGTH, MEASURED FROM THE BOTTOM OF THE CONNECTING PIPE TO THE GROUND LINE AT THE HYDRANT, SHALL BE 3.5 FEET MINIMUM OR AS REQUIRED BY PLAN.

THE HYDRANT SHALL BE EQUIPPED WITH A 6" MINIMUM MECHANICAL JOINT BASE INLET UNLESS OTHERWISE SPECIFIED BY THE ENGINEER.

COLOR CODING OF HYDRANTS SHALL BE INDICATED BY GALLONS PER MINUTE FLOW. ALL FIRE HYDRANTS SHALL BE PAINTED YELLOW (RUST-OLEUM #244 SAFETY YELLOW OR APPROVED EQUAL) AND COLOR CODED PER THE FIRE HYDRANT ASSEMBLY DETAIL.

THE BONNETS OF THE FIRE HYDRANTS WILL BE COLOR CODED BY THE INSTALLING CONTRACTOR IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS. FIRE DEPARTMENT PERSONNEL ARE REQUIRED TO WITNESS THE FLOW TESTS. THE FIRE AND ENGINEERING DEPARTMENTS WILL BE NOTIFIED 48 HOURS PRIOR TO THE FLOW TEST. RESULTS FROM THE FLOW TEST SHOULD BE DOCUMENTED BY THE CONTRACTOR OF RECORD AND THE CITY OF MIRAMAR FIRE AND ENGINEERING DEPARTMENTS.

FIRE PROTECTION PLAN DURING CONSTRUCTION

0 4 8 12 16 20 40 60
SCALE IN FEET 1" = 20'-0"

CAMERO + ASSOCIATES, INC.
CIVIL ENGINEERS
CAMERO & ASSOCIATES, INC.
JORGE L. CAMERO, P.E.
7420 SW. 52th TERR. SUITE 204
(305) 665-7602
PLANNERS
EB NO. 0004275
FLA. REG. NO. 32545
MIAMI, FL 33155
FAX (305) 665-8488
OUR JOB # 14-136

2-1-16

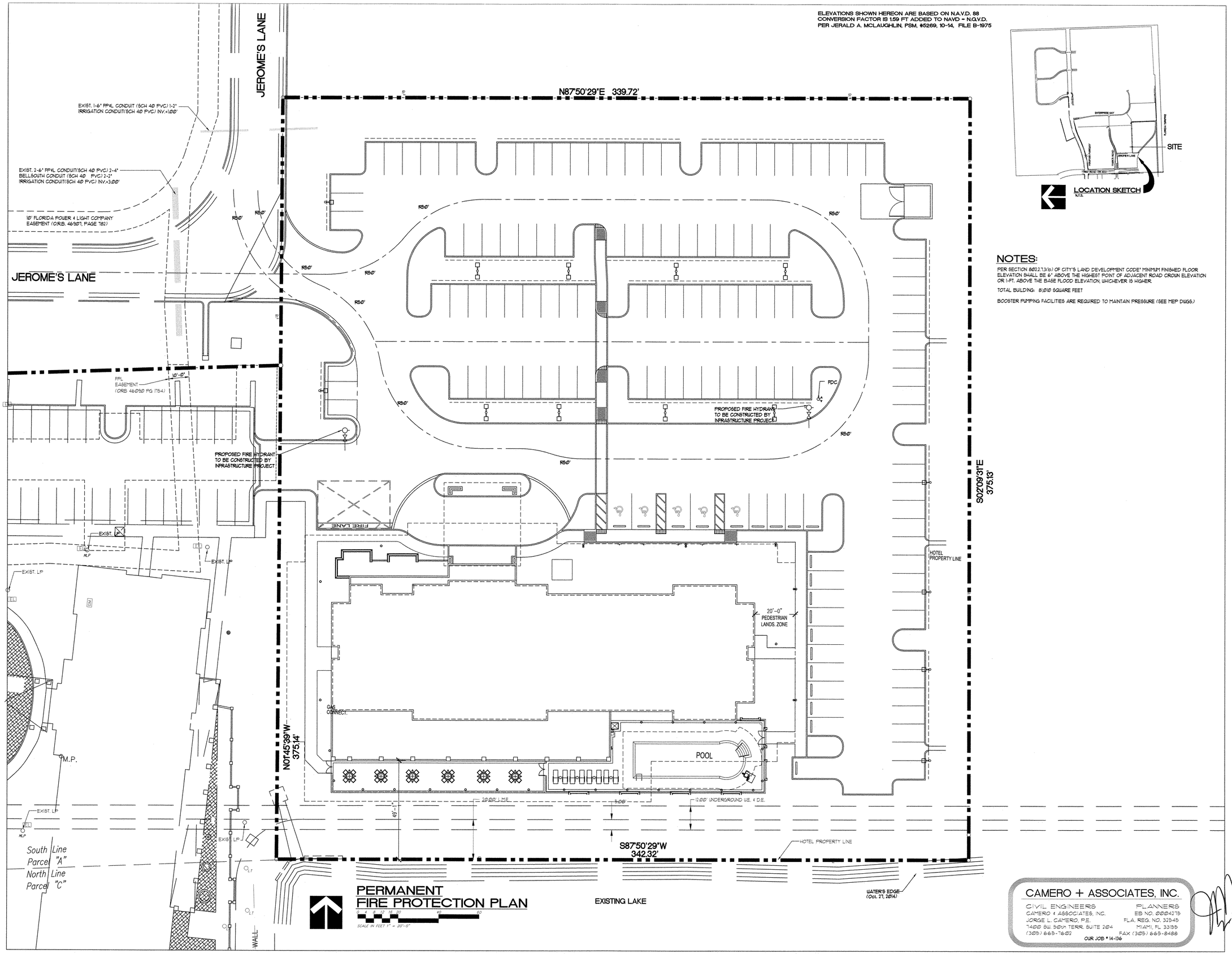
Date: 02-12-15
Project #:GW2014001
Drawn: GFW
ARC. LISC. Reg. #AR00095319531
ARC. BUS. Reg. #AA26002745
Revisions:

BY MIRAMAR HOTELS LLC.
CITY OF MIRAMAR, FLORIDA

SPRINGHILL SUITES
MIRAMAR PARK OF COMMERCE
George White ARCHITECT
6127 C. DURHAM DRIVE, LAKE WORTH, FLORIDA 33467 561-997-6698

FP-1

ELEVATIONS SHOWN HEREON ARE BASED ON N.A.V.D. 88
CONVERSION FACTOR IS 1.59 FT ADDED TO NAVD = N.G.V.D.
PER JERALD A. MCLAUGHLIN, PSM, #5269, 10-14, FILE B-1975



NOTES:

PER SECTION 802.2.1.3(b) OF CITY'S LAND DEVELOPMENT CODE' MINIMUM FINISHED FLOOR ELEVATION SHALL BE 6' ABOVE THE HIGHEST POINT OF ADJACENT ROAD CROWN ELEVATION OR 1-FT. ABOVE THE BASE FLOOD ELEVATION, WHICHEVER IS HIGHER.

TOTAL BUILDING: 81,010 SQUARE FEET

BOOSTER PUMPING FACILITIES ARE REQUIRED TO MAINTAIN PRESSURE (SEE MEP DWGS.)

PERMANENT FIRE PROTECTION PLAN

0 4 8 12 16 20 40 60
SCALE IN FEET 1" = 20'-0"

CAMERO + ASSOCIATES, INC.
CIVIL ENGINEERS
CAMERO & ASSOCIATES, INC.
JORGE L. CAMERO, P.E.
7400 SW. 50th TERR. SUITE 204
(305) 665-7602
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Date: 02-12-15
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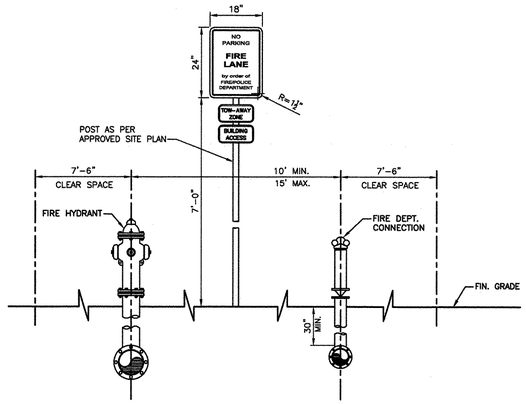
Revisions:

BY MIRAMAR HOTELS LLC.
CITY OF MIRAMAR, FLORIDA

SPRINGHILL SUITES
MIRAMAR PARK OF COMMERCE
George White ARCHITECT
6127 C. DURHAM DRIVE, LAKE WORTH, FLORIDA 33467 561-997-6698

FP-2



NOTE: FIRE HYDRANT AND FDC SHALL BE ON THE SAME PLANE

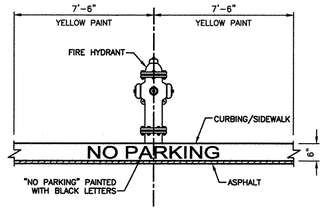
NOTES:

FIRE LANE SIGN:
1. SIGNS SHALL HAVE A WHITE REFLECTORIZED BACKGROUND WITH RED OPAQUE LEGEND AND BORDER.
2. "FIRE LANE" LETTERS SHALL BE 1¼" 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.

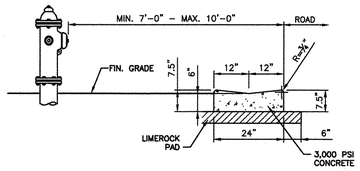
TOW-AWAY ZONE SIGN AND BUILDING ADDRESS SIGN:
1. SIGNS SHALL BE A MINIMUM OF 6"x12" WHITE BACKGROUND WITH RED LETTERS MINIMUM LETTER SIZE TO BE ONE INCH.

FIRE HYDRANT–FIRE DEPT. CONNECTION LOCATION DETAIL

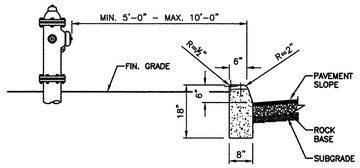
TYPICAL CURB MARKING AT HYDRANT LOCATIONS



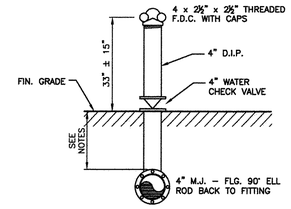
VALLEY GUTTER



TYPE "D" CURB



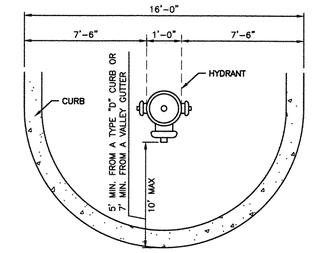
STANDARD FIRE HYDRANT PLACEMENT DETAIL

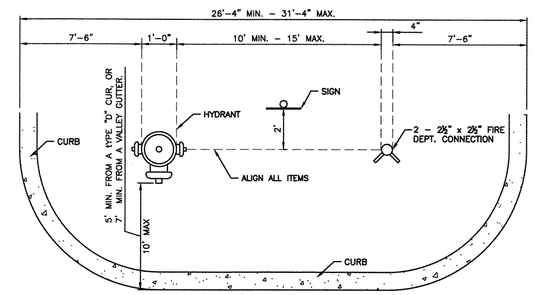


THERE SHALL BE NO SHUT OFF VALVE IN THE FIRE DEPARMENT CONNECTION.
NFPA 24 2-6.3

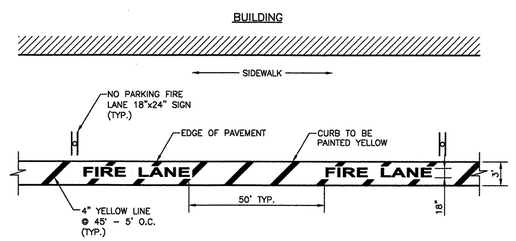
NOTES:
1. DEPTH OF COVER TO TOP OF PVC UNDERGROUND PIPING SHALL BE NOT LESS THAN 36" MINIMUM.
2. DEPTH OF COVER TO TOP OF DIP UNDERGROUND PIPING SHALL BE NOT LESS THAN 30" MINIMUM.

STANDARD FIRE DEPARTMENT CONNECTION DETAIL



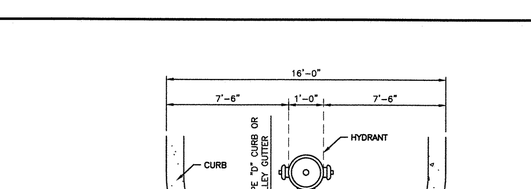


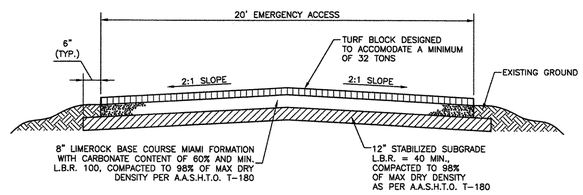
TYP. FIRE HYDRANT/FIRE DEPT. CONNECTION ISLAND DETAIL (PLAN VIEW)

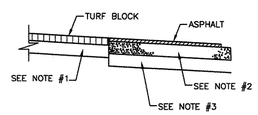


NOTES:
1. ALL PAVEMENT MARKING SHALL BE OF THERMOPLASTIC PAINT.

FIRE LANE STRIPING DETAIL

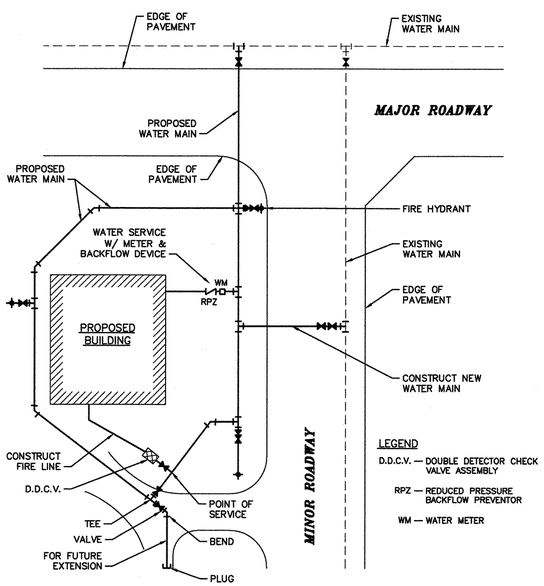




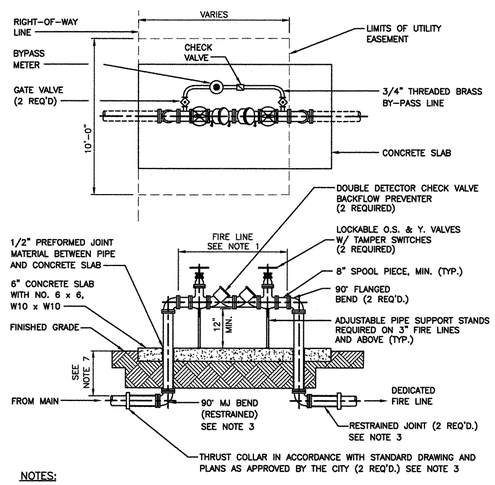


NOTES:
1. 12" STABILIZED SUBGRADE MIN. LBR 40 COMPACTED TO 98% A.A.S.H.T.O. T-180 CAPABLE OF SUPPORTING 32 TONS.
2. THE BASE COURSE SHALL BE LIMEROCK (70% CALCIUM), 8" THICK COMPACTED IN ACCORDANCE WITH A.A.S.H.T.O. SPECIFICATION T-180 TO 98% DENSITY.
3. ALL ORGANIC AND YIELDING MATERIAL WITHIN THE LIMITS SHOWN SHALL BE REMOVED AND REPLACED WITH CLEAN FILL. THE SUBBASE SHALL EXTEND 12" BELOW THE BASE COURSE, SHALL HAVE A MINIMUM DRY DENSITY OF 115 PCF AND SHALL BE COMPACTED TO 98% OF MAXIMUM DRY DENSITY PER A.A.S.H.T.O. SPECIFICATION T-180, METHOD "C". MINIMUM LBR TO BE 40.

EMERGENCY ACCESS ROADWAY DETAIL

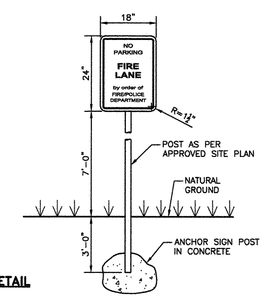


LOOPED WATER MAIN SYSTEM



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. BACKFLOW PREVENTOR CONTROL VALVES SHALL BE MONITORED BY AN ELECTRONIC TAMPER SWITCH CONNECTED TO A CENTRAL ALARM SERVICE.
6. DEPTH OF COVER TO TOP OF UNDERGROUND PIPING:
   – 30" MINIMUM (TYP.)
   – 36" MINIMUM UNDER DRIVING SURFACES

FIRE LINE–DOUBLE DETECTOR CHECK VALVE ASSEMBLY DETAIL



SIGN DETAIL

NOTES:
1. "NO PARKING FIRE LANE BY ORDER OF FIRE/POLICE DEPARTMENT" SIGN AT MAX 75' O.C. SIGN TO BE 18"x24" W/ RED LETTERS ON WHITE BACKGROUND.
2. SIGN TO BE POSTED 7' ABOVE FINISHED GRADE. ON B.C.T.E.D. STANDARD POST.

FIRE LANE DETAIL

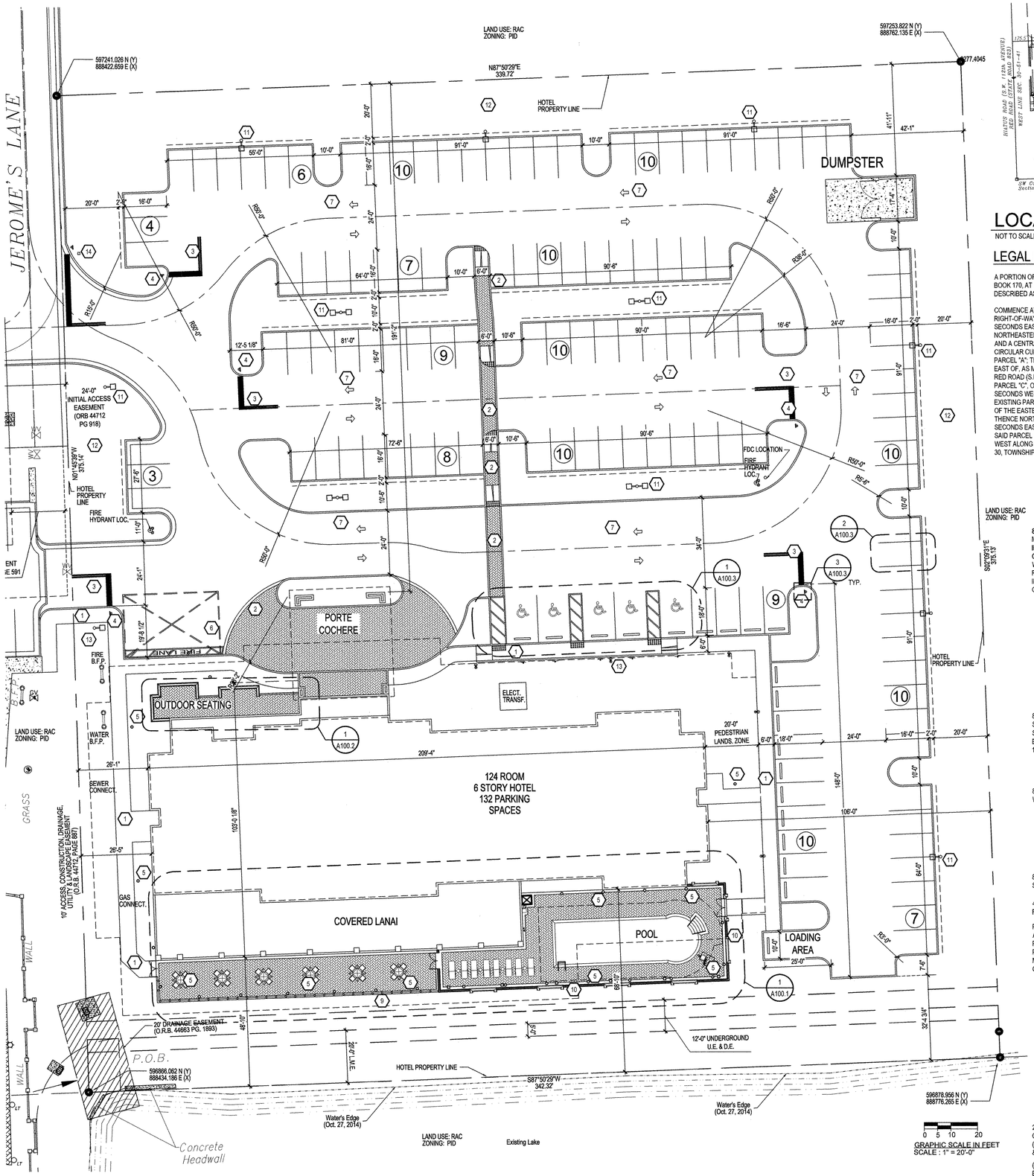
NO.	DATE	REVISIONS	BY

SPRINGHILL SUITES BY MIRAMARL HOTEL LLC.
MIRAMAR PARK OF COMMERCE CITY OF MIRAMAR, FL

CITY OF MIRAMAR
FIRE DEPARTMENT
STANDARDS
DETAIL SHEET

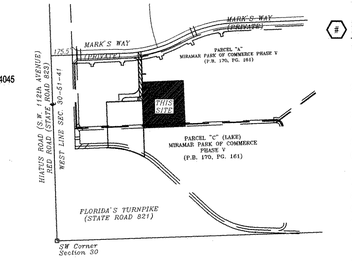
SCALE:
N.T.S.

SHEET NO.
FP-3



SITE PLAN

SCALE: 1" = 20'-0"



LOCATION MAP

NOT TO SCALE

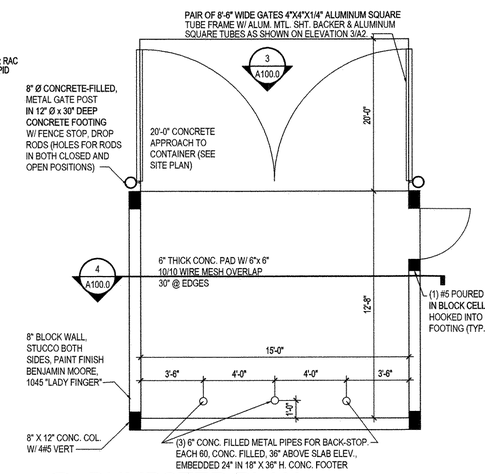
LEGAL DESCRIPTION:

A PORTION OF PARCEL "A" "MIRAMAR PARK OF COMMERCE PHASE V", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 170, AT PAGES 161 THROUGH 164, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID PARCEL "A"; SAID POINT OF COMMENCEMENT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF HIATUS ROAD (S.W. 112th AVENUE) - RED ROAD (S.R. 823); THENCE NORTH 88 DEGREES 14 MINUTES 21 SECONDS EAST FOR 260.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 594.00 FEET AND A CENTRAL ANGLE OF 31 DEGREES 27 MINUTES 33 SECONDS, FOR AN ARC DISTANCE OF 326.15 FEET TO A POINT ON SAID CIRCULAR CURVE; LAST MENTIONED TWO COURSES BEING COINCIDENT WITH THE MOST SOUTHERLY BOUNDARY LINES OF SAID PARCEL "A"; THENCE NORTH 01 DEGREES 45 MINUTES 39 SECONDS WEST, ALONG A LINE THAT IS PARALLEL WITH AND 570.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, THE SAID EASTERLY RIGHT-OF-WAY LINE OF HIATUS ROAD (S.W. 112th AVENUE) - RED ROAD (S.R. 823), FOR 242.28 FEET TO THE POINT OF BEGINNING; SAID POINT OF BEGINNING LYING ON THE NORTH LINE OF PARCEL "C", OF SAID PLAT OF "MIRAMAR PARK OF COMMERCE PHASE V"; THENCE CONTINUE NORTH 01 DEGREES 45 MINUTES 39 SECONDS WEST FOR 375.14 FEET; LAST DESCRIBED COURSE BEING COINCIDENT WITH A PORTION OF THE EASTERLY LINE OF AN EXISTING PARCEL AS RECORDED IN OFFICIAL RECORD BOOK 44712 AT PAGE 887, AND ALSO BEING COINCIDENT WITH A PORTION OF THE EASTERLY LINE OF AN INGRESS/EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 46993 AT PAGE 1729; THENCE NORTH 87 DEGREES 50 MINUTES 29 SECONDS EAST FOR 339.72 FEET; THENCE SOUTH 02 DEGREES 09 MINUTES 31 SECONDS EAST, PERPENDICULAR TO THE LAST COURSE, FOR 375.13 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL "C"; SAID PARCEL LINE ALSO BEING A SOUTHERLY LINE OF SAID PARCEL "A"; THENCE SOUTH 87 DEGREES 50 MINUTES 29 SECONDS WEST ALONG SAID NORTH LINE OF PARCEL "C" FOR 342.32 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 30, TOWNSHIP 51 SOUTH, RANGE 41 EAST, CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.

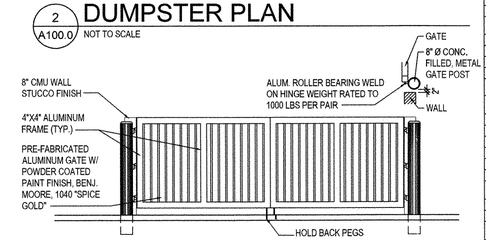
LEGEND

1. 6' WIDE CONCRETE SIDEWALK BROOM FINISH, PROVIDE CONTROL JOINT @ 5'-0" O.C.
2. PAVERS AS PER COASTAL "HARVEST BLEND".
3. THERMOPLASTIC STOP BARS (TYP.)
4. STOP SIGN SEE DETAIL 3/A100.2 (TYP.)
5. BOLLARD TYPICAL.
6. THERMOPLASTIC "FIRE LANE" & STRIPPING.
7. THERMOPLASTIC TRAFFIC ARROW.
8. 1'-0" WID CONCRETE BAND TO INSIDE.
9. ALUMINUM FENCE.
10. CMU WALL / LIGHT TEXTURE STUCCO.
11. ALUMINUM PARKING LOT LIGHT W/ ALUMINUM POLE (TYP.)
12. 20'-0" PEDESTRIAN LANDSCAPE XONE.
13. ALUMINUM PEDESTRIAN AREA LIGHT W/ ALUMINUM POLE. SEE DETAILS 1 & 2 PAGE A-100.4.
14. VIDEO SURVEILLANCE (HD CAMERA) LOCATION



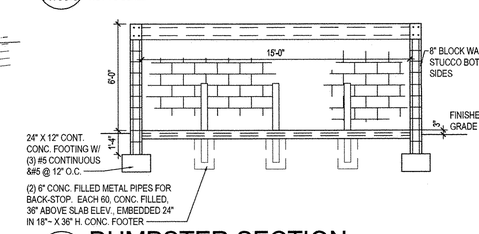
2 A100.0 DUMPSTER PLAN

NOT TO SCALE



3 A100.0 DUMPSTER FRONT ELEV.

NOT TO SCALE



4 A100.0 DUMPSTER SECTION

NOT TO SCALE

Springhill Inn & Suites		
Miramar, Florida 33025		
6 story/124 room hotel		
Project Data		
Land use designation of site		
regional activity center		
Current zoning of project and abutting properties		
Current Zoning of project: (subject to B-2)	PID	
North:	PID	
East:	PID	
South:	PID	
West:	PID	
Site Area Computation	Square Footage	Acres
Gross Acreage provided	127,927	2.9366
Net Acreage provided	127,927	2.9366
Lot Area & width Minimum (706.3.5) (B-2)	Required	Provided
two acres (in sq. ft.) (43560 x 2 = 87,120)	87,120>	127,927
lot width minimum of 150'	150'>	339.72' x 375.13'
building ground minimum sq. ft.	10000>	17,941
Building set backs (706.3.7)	Required	Provided
Front (north)	20'	191'-2"
Rear (south)	20'	46'-10"
Side yard (east)	20'	106'
Street side yard (west)	20'	26'-1"
Minimum Open Space (706.3.8)	Required	Provided
Landscaping		44,043
other open space (not included in landscaping)		1,602
outdoor seating (front patio)		572
sidewalks		3,404
Pool/pool deck		3,277
Lanai deck		1,652
Total Open Space (required 25% of plot area)(sq. ft.)	31,982	54,550
required minimum 25% of plot area (%)	25%>	43%
Coverage (706.3.9)	Required	Provided
maximum 60% of plot area (less than 5 acres)	<60%	43%
Total sq. ft. of pervious area/percentage	sq. ft.	%
Landscape Area	44043	
other open space (not included in landscaping)	1,602	
	45,645	36%
Total sq. ft. of impervious area/percentage		
.1 Building	17,941	
.2 outdoor seating (front patio)	572	
.3 dumpster	569	
.4 driveway/parking	54,867	
.5 sidewalks	3,404	
.6 pool/pool deck	3,277	
.7 lanai deck	1,652	
Total impervious square footage	82,282	64%
Off street parking spaces (808.3.10)	Required	Provided
ADA parking spaces (101 to 150 = 5) (808.1.4)	5	5
Standard parking spaces (1/Room) = 124	124.00	
Offices/Work Area (1/200 sq. ft.)(558 sq. ft.)	1.86	
Meeting Rm (1/200sq. Ft.)(1290 sq. ft.)(808.3.3.b.2)	6.45	
Total Parking (808.3.4.b)	132.31	132
Number of loading spaces (808.5.1)	Required	Provided
	2 loading	1 loading
# of Dwellings (hotel guest rooms)		124
B-2 (705.3.1.4 Hotels) requirements	Required	Provided
a. interior corridor	yes	yes
b. lobby	yes	yes
c. meeting room 350 people	350	184
d. swimming pool 1,250 sq. ft.	1,250	846
e. full service restaurant	yes	no
f. central air	yes	no
g. number of sleeping rooms 250	250	124
Gross square footage for individual buildings per flr.	Square Footage	
1st floor	17,941	
2nd floor	12,741	
3rd floor	12,741	
4th floor	12,741	
5th floor	12,741	
6th floor	12,741	
Total gross square footage of Hotel	81,646	
Gross square footage for ancillary uses	Square Footage	
Offices/Work Area	558	
Meeting Room	1290	
Total sq. ft.	1,848	
Guest Rooms/types/sq. ft.	number of rooms	sq. of room
Minimum sq. ft. per room req. 350 sq. ft.(706.3 B-2)		
King rooms	65	397.17
Double queen rooms	52	467.29
ADA King rooms	2	528.2
ADA Double Queen Rooms	5	528.2
Total # of rooms	124	
ADA req. (101 to 150=7) (FBC Accessibility 2012)	Required	Provided
Total # of ADA tub rooms	5	5
Total # of ADA roll in shower rooms	2	2
Total # of ADA rooms (included in guest rm total)	7	7
Total # of Hearing impaired (included in guest rm total)	12	12
Building Information:		
Mixed Occupancy and non-separated use (508)		
A-2: Assembly (303.1) ground floor only		
R-1-residential (310.1)		
Occupancy	R-1	
Construction Type	TYPE 1B	
Square Footage	81,646	
Number of stories	6 stories	
Bldg. Height (To Roof)	80'-10"	
Highest Occupiable Floor	56'-8"	
Maximum height (B-2) 100'	81'-10"	
Applicable Code	FBC 2014	
Means of Egress	Required	Provided
distance to means of egress exit	maximum 200'	yes
dead end distance allowed	maximum 20'	yes
corridor exit width	44"	60"
stairs	2	2
stair width	44"	48"
stair access to roof	1	2
Fully sprinklered building	yes	yes

Date: 9/15/2014
Project #: GW2014001
Drawn: GFW
ARC. Reg. #AR0009531
ARC. BUS. # AA26002745
Revisions:
1 12/01/2015 DRC COMMENTS
2 02/03/2016 DRC COMMENTS

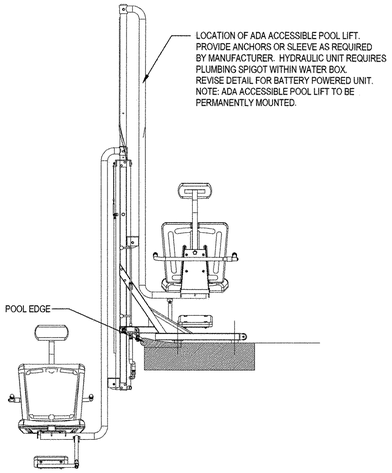
SPRINGHILL SUITES® Marriott

SPRINGHILL SUITES for MIRAMAR, LLC
MIRAMAR PARK OF COMMERCE CITY OF MIRAMAR, FLORIDA

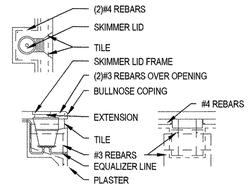
George White ARCHITECT
6127 C. DURHAM DRIVE, LAKE WORTH, FLORIDA 33467 561-997-6698

SITE PLAN

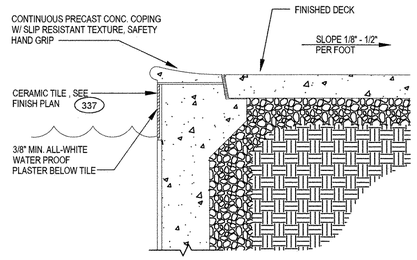
A-100.0



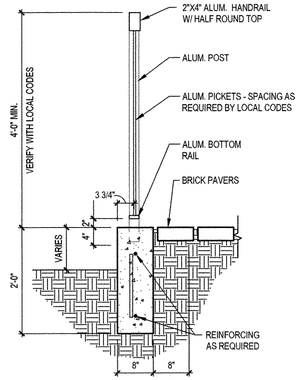
2 A100.1 ACCESSIBLE POOL LIFT
SCALE: 3/4" = 1'-0"



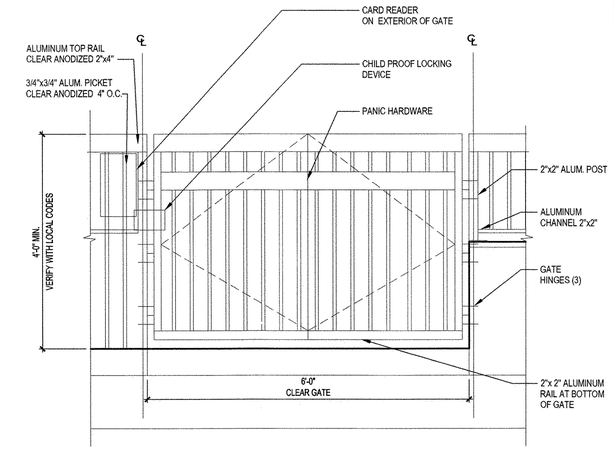
3 A100.1 POOL SKIMMER
SCALE: N.T.S.



4 A100.1 POOL COPING
SCALE: 1" = 1'-0"



5 A100.1 POOL FENCE
SCALE: 3/4" = 1'-0"



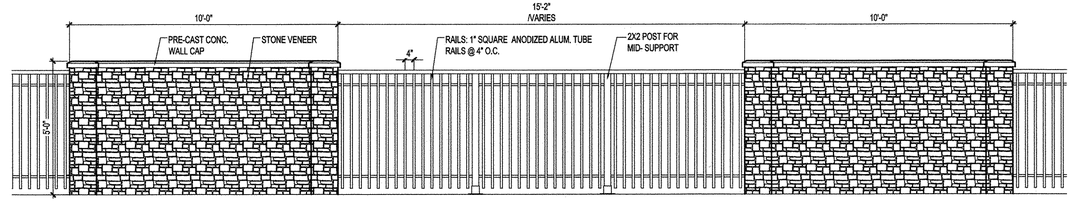
6 A100.1 POOL GATE
SCALE: 3/4" = 1'-0"

KEY NOTES:

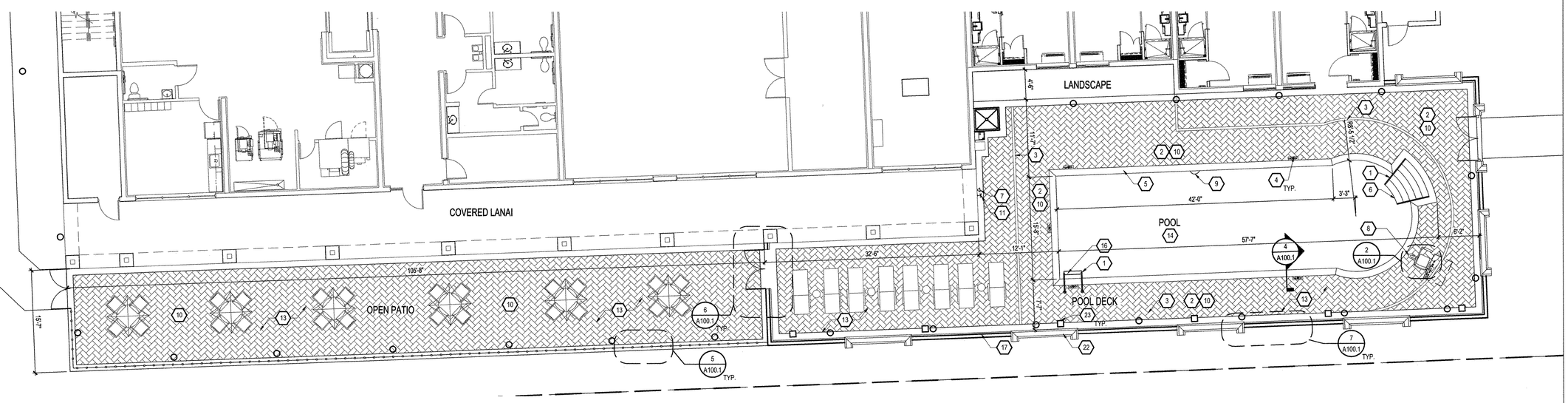
1. POOL ENTRY HANDRAIL AND LADDER SHALL BE 1-1/2" DIA STAINLESS STEEL
2. SLOPE POOL DECK TOWARD DRAIN. SLOPE OF POOL DECK NOT TO EXCEED 1:48 (1:64 RECOMMENDED) IN EITHER DIRECTION, PER ACCESSIBILITY REQUIREMENTS
3. FLOOR TRENCH DRAIN. TRENCH DRAIN GRATING TO ALLOW ACCESSIBLE TRAVEL OVER DRAIN IN EACH DIRECTION. OPENINGS MUST BE LESS THAN 1/2"
4. POOL DEPTH/NO DIVING MARKERS AS REQUIRED BY CODE, INSET FLUSH WITH POOL COPING. DECK LOCATION ALSO INDICATES CORRESPONDING POOL COPING LOCATION. POOL CONTRACTOR TO VERIFY POOL DEPTHS PRIOR TO INSTALLING TILES
5. POOL COPING AT POOL PERIMETER
6. STAIR ENTRY TO POOL TO COMPLY WITH LOCAL CODES
7. AN EMERGENCY HOUSE PHONE OR BUTTON MUST BE PROVIDED AT THE POOL. MOUNT WITHIN ACCESSIBLE REACH RANGE. PHONE MUST BE EQUIPPED WITH VOLUME CONTROL
8. POOL EQUIPMENT, ACCESSIBLE AQUATIC LIFT AND LIFT LOCATION TO COMPLY W/ ACCESSIBILITY REQUIREMENTS - LOCATE WHERE WATER IS NO DEEPER THAN 4'-0". REFER TO **HADG** FOR FURTHER INFORMATION
9. UNDERWATER LIGHT - WATTAGE PER LOCAL CODE
10. POOL DECK MINIMUM FINISH: PAVERS
11. RECESSED HOSE BIB - MOUNT TOP AT 12" A.F.F.
12. NOT USED
13. ARRANGE/MAINTAIN MOVEABLE FURNITURE SO AS TO PROVIDE ACCESSIBLE GUEST ACCESS TO THIS AREA.
14. SWIMMING POOL
15. ACCESSIBLE WALKWAY - SLOPE NOT TO EXCEED 1:48 (1:64 RECOMMENDED).
16. LADDER
17. POOL PERIMETER FENCE AS REQUIRED BY CODE W/ 4'-0" GATE
18. POOL LIGHTING - WALL SCONCE
19. POOL LIGHTING - BOLLARD
20. TRASH CAN
21. POOL DRAIN
22. 4' HIGH PRIVACY WALL
23. POOL SPEAKER

GENERAL NOTES:

1. CONTROLS FOR USE BY GUESTS MUST BE MOUNTED BETWEEN 48" AFF AND 15" AFF AND PROVIDE AN ACCESSIBLE 30"MIN X 48"MIN CLEAR FLOOR SPACE. OPERABLE CONTROLS LOCATED OVER AN OBSTRUCTION THAT IS DEEPER THAN 10" MUST BE MOUNTED NO HIGHER THAN 46" AFF. ACCESSIBLE CONTROLS MUST NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST
2. ANY PORTION OF WALL SCONCE OR OTHER OBJECT THAT PROJECTS INTO THE CIRCULATION PATH ABOVE 27" OR BELOW 80" IS LIMITED TO A 4" MAXIMUM PROJECTION
3. ALL PHONES INTENDED FOR GUEST USE MUST BE EQUIPPED WITH VOLUME CONTROL AND A CORD THAT IS 28" LONG MINIMUM
4. FENCING IS REQUIRED AROUND ALL EXTERIOR SWIMMING POOL AREAS. TOP RAIL MUST BE ROUNDED. POINTED FINIALS AND EXPOSED ENDS OF PICKETS ARE NOT PERMITTED. HEIGHT OF FENCING MUST MEET LOCAL HEALTH CODE REQUIREMENTS. ALL SWIMMING POOL GATES MUST BE SELF-CLOSING AND SELF-LATCHING.



7 A100.1 POOL FENCE
SCALE: 3/4" = 1'-0"



1 A100.1 POOL AREA PLAN
SCALE: 1/8" = 1'-0"

Date: 9/15/2014
Project #: GW2014001
Drawn: GFW
ARC. Reg. #AR0009531
ARC. BUS. # AA26002745
Revisions:
1 12/01/2015 DRC COMMENTS

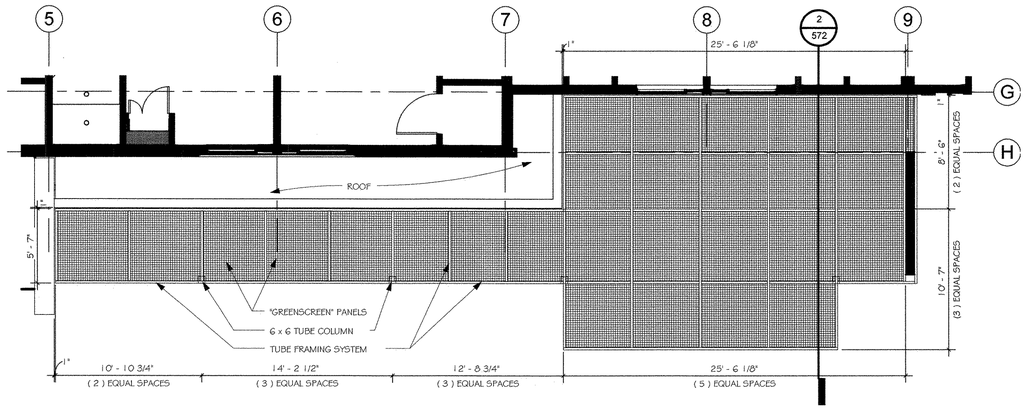
SPRINGHILL SUITES® Marriott

SPRINGHILL SUITES for MIRAMAR HOTELS, LLC
MIRAMAR PARK OF COMMERCE CITY OF MIRAMAR, FLORIDA

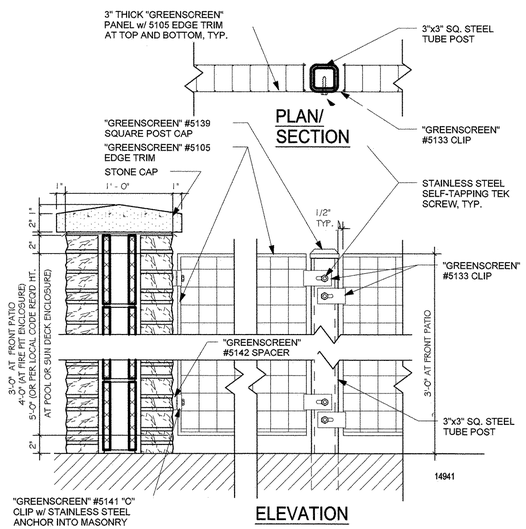
George White ARCHITECT
6127 C. DURHAM DRIVE, LAKE WORTH , FLORIDA 33467 561-997-6698

POOL PLAN

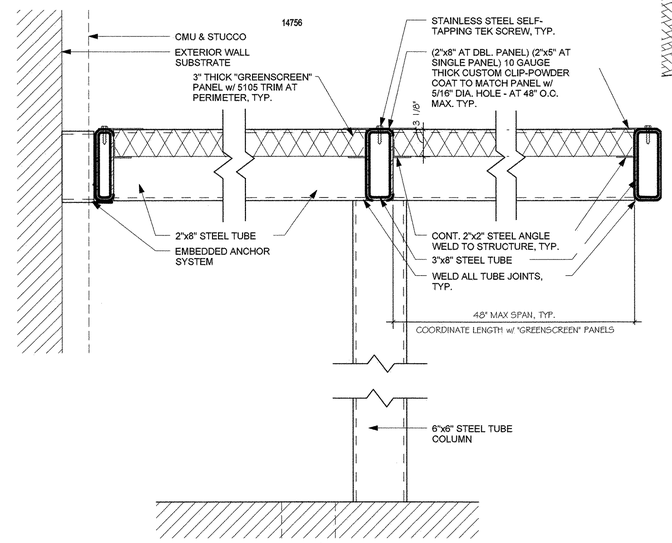
A-100.1



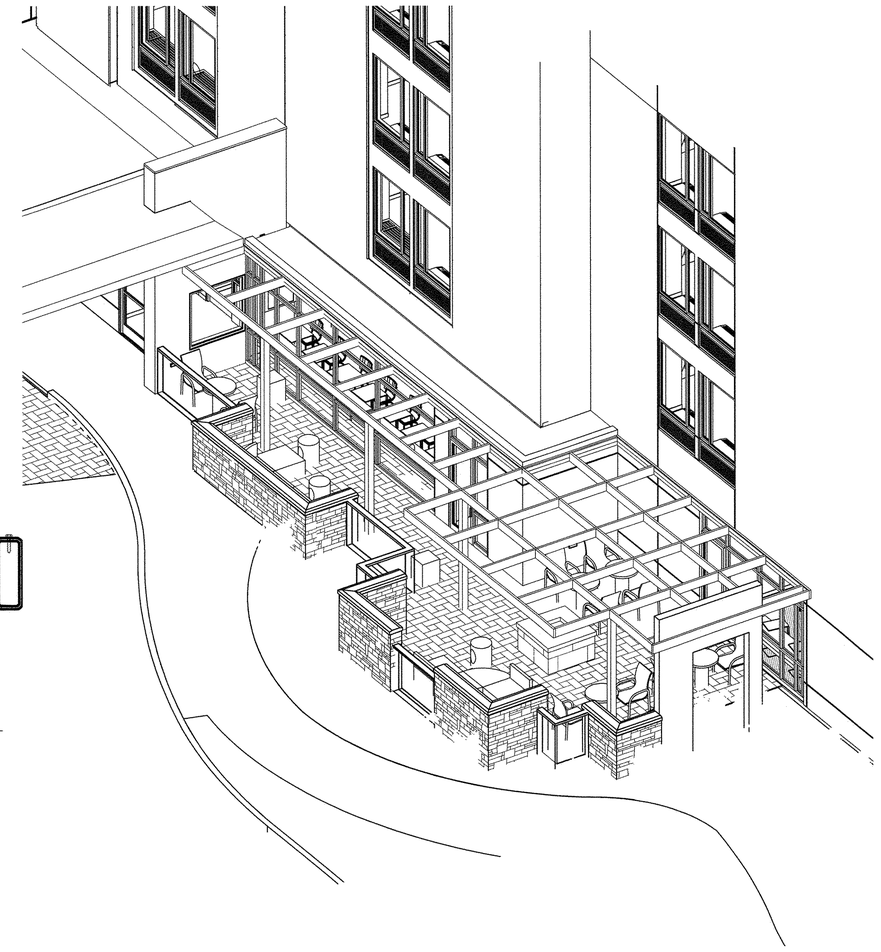
1 OUTDOOR SEATING/PATIO TRELLIS PLAN
3/16" = 1'-0"



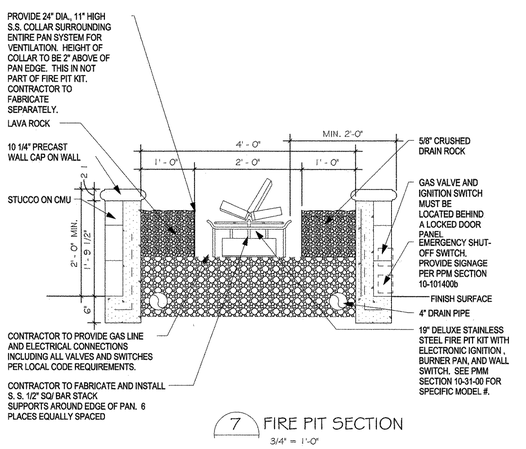
3 SCREEN WALL DETAIL
1 1/2" = 1'-0"



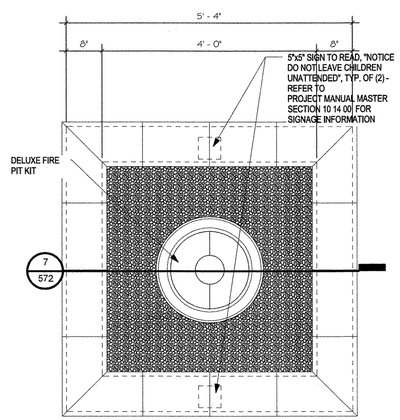
2 TRELLIS SECTION
1 1/2" = 1'-0"



4 PATIO 3D

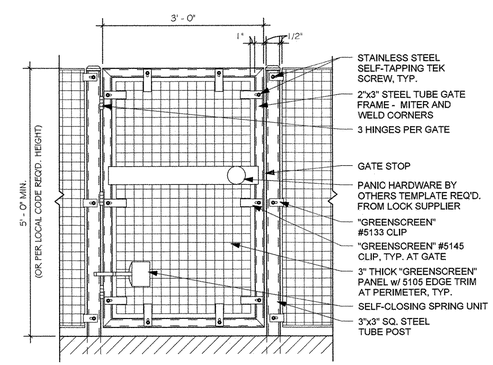


7 FIRE PIT SECTION
3/4" = 1'-0"



FIRE PIT NOTES:
GAS SHUTOFF LOCATION PER LOCAL CODE. ELECTRONIC IGNITION SWITCH 1-HOUR TIMER, LOCATION PER LOCAL CODE. INSTALL PER MANUFACTURER'S SPECIFICATION. PROVIDE SIGNAGE PER PPM SECTION 10-14-00

6 FIRE PIT PLAN
3/4" = 1'-0"



5 SCREEN WALL GATE DETAIL
3/4" = 1'-0"

Date: 9/15/2014
Project #: GW2014001
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ARC. BUS. # AA26002745
Revisions:

OUTDOOR SEATING PATIO DETAILS

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MIRAMAR PARK OF COMMERCE CITY OF MIRAMAR, FLORIDA

George White ARCHITECT
6127 C. DURHAM DRIVE, LAKE WORTH, FLORIDA 33467 561-997-6698

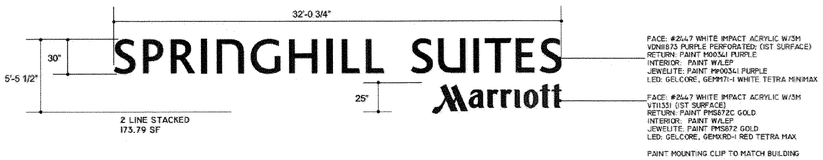
2/6/2016

PATIO DETAILS

A-100.2

4 A100.3 SIGNAGE SOUTH EXTERIOR ELEVATION
SCALE: 1/16" = 1'-0"

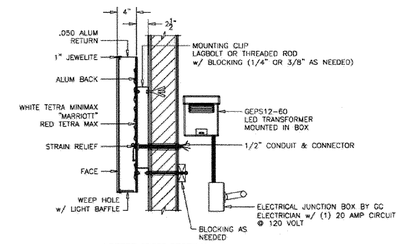
5 A100.3 SIGNAGE NORTH EXTERIOR ELEVATION
SCALE: 1/16" = 1'-0"



color specifications -
- M00341 PURPLE, VDN11873 PURPLE
- V11351 RED
- PMS872 GOLD

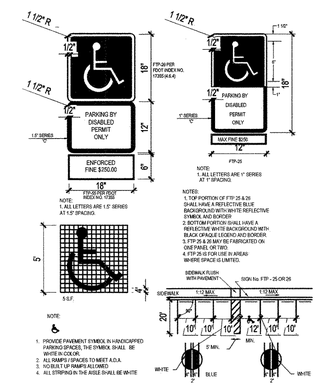
TOTAL WATTAGE - 238.75W
TOTAL AMPERAGE - 4.5A
TOTAL CIRCUITS - (1) 20A REQUIRED
VOLTS - 120V

SIGN WILL BE UL LISTED AND IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

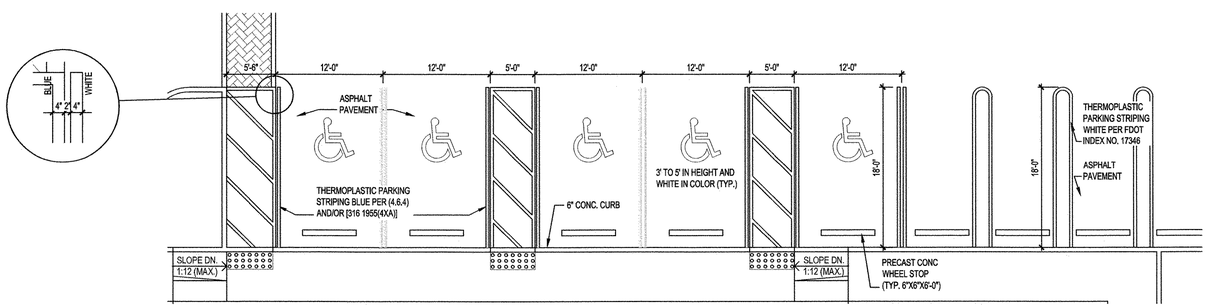


LETTER CROSS SECTION
SCALE: NTS (REFERENCE ONLY)
EQUIPMENT GROUNDED

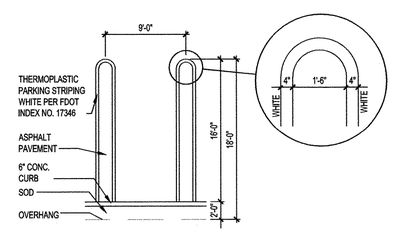
6 A100.3 SIGN DETAILS
NTS



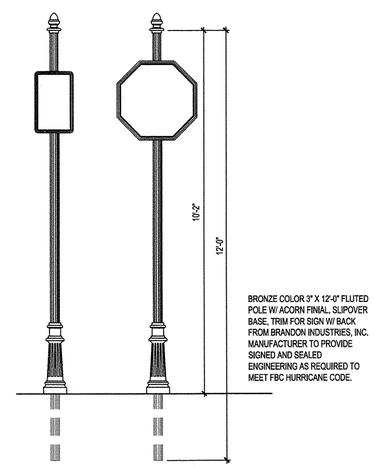
TYP. ADA PARKING SIGNAGE
NOT TO SCALE



1 A100.3 HC PARKING SPACES
SCALE: 1/8" = 1'-0"



2 A100.3 TYP. PARKING SPACES
SCALE: 1/8" = 1'-0"



3 A100.3 TYP. TRAFFIC SIGNAGE
SCALE: 1/2" = 1'-0"

Date: 9/15/2014
Project #: GW2014001
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6127 C. DURHAM DRIVE, LAKE WORTH, FLORIDA 33467
561-997-6698

12/01/2015

SIGNAGE & PARKING DETAILS

A-100.3

FIXTURES ARE BRONZE COLORED

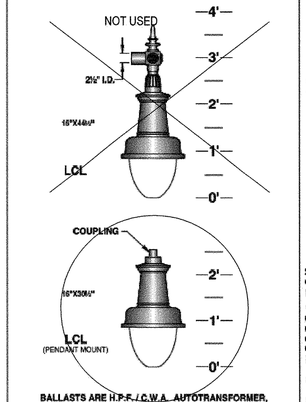
HAMPTON INN-MIRAMAR

TYPE: AF3

LCL-CPA-HR-111-175MH-XPO-1ARM

LCL

CAST ALUMINUM CONSTRUCTION. LUMINAIRE PROVIDED WITH ACRYLIC OR POLYCARBONATE DIFFUSER



BALLASTS ARE H.P.F./C.W.A. AUTOTRANSFORMER, -20° STARTING TEMPERATURE

METAL HALIDE	HIGH PRESSURE SODIUM	MERCURY VAPOR	INC.	FOR FLUOR. LAMPS CONSULT FACTORY
50W.	50W.	50W.	TO	
70W.	70W.	75W.	200W.	
100W.	100W.	100W.		
175W.	150W.	175W.		
250W.	250W.	250W.		

U.L. Listed for WET LOCATIONS

LUMINAIRE ACCESSORIES

(SPECIFY AS SUFFIX TO LUMINAIRE NO.)

PRISMATIC GLASS REFRACTOR TYPE III TYPE V — PG-III PG-V

3/4" IPS STEM MOUNT AND SWIVEL CANOPY (6'-0" MAX.) — SM

CHAIN MOUNTED (4'-0" MAX.) — CM

STANDARD DIFFUSER: CLEAR LINEAR PRISMATIC POLYCARBONATE DIFFUSER

OPTIONS:
CLEAR SMOOTH ACRYLIC.....CA
OPAL SMOOTH ACRYLIC.....WA
CLEAR SMOOTH POLYCARBONATE.....CP
OPAL SMOOTH POLYCARBONATE.....WP
HORIZONTAL REFLECTOR TYPE III.....HR-III

HORIZONTAL REFLECTOR TYPE V.....HR-V

HOUSE SIDE SHIELD 50".....HS50"
135".....HS135"
180".....HS180"

PHOTO CELL + VOLTAGE (EXAMPLE: PC120V).....PC+V

SINGLE FUSE (120V., 277V.).....SF

DOUBLE FUSE (208V., 240V., 480V.).....DF

sun valley LIGHTING — The Lighting Tradition

550 WEST AVENUE O, PALMDALE, CA 93551
(661) 203-5000
FAX (661) 205-2001
www.sunvalleylighting.com

LC-29

12'-0" MOUNTING HEIGHT
(12'-0" HT. OF LIGHT SOURCE)

1 DECORATIVE FIXT. AT BLDG. SCALE: N.T.S.

DECORATIVE ARMS ARE BRONZE COLORED

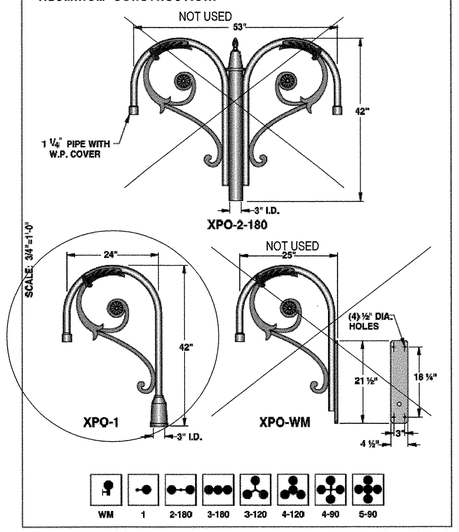
XPO

HAMPTON INN

TYPE: AF3 ARM

SPEC#- XP0-1

DURABLE CORROSION RESISTANT, CAST AND EXTRUDED ALUMINUM CONSTRUCTION.



A-34

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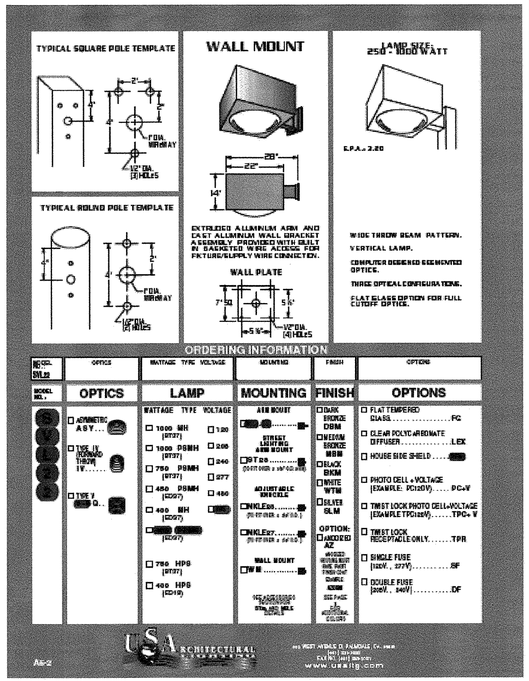
550 WEST AVENUE O, PALMDALE, CA 93551
(661) 203-5000
FAX (661) 205-2001
www.sunvalleylighting.com

2 DECORATIVE FIXT. ARM SCALE: N.T.S.

FIXTURES ARE BRONZE COLORED

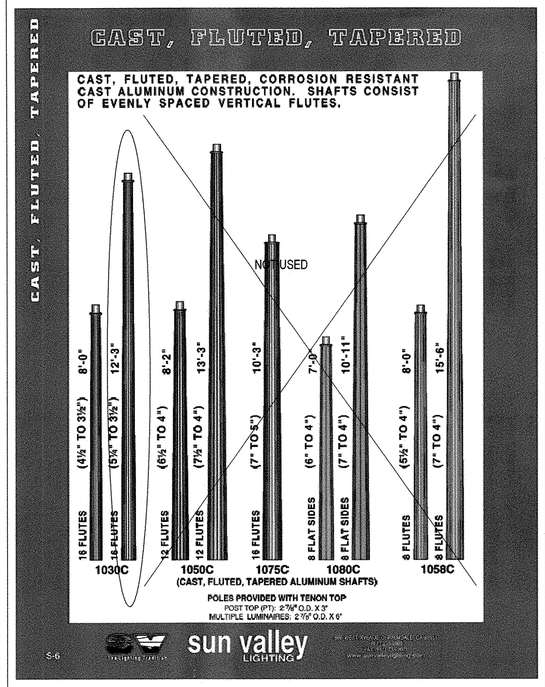


A5-2

20'-0" MOUNTING HEIGHT

3 FIXT. IN PARKING LOT SCALE: N.T.S.

POLES ARE BRONZE COLORED



S-6

sun valley LIGHTING — The Lighting Tradition

4 DECOR. FIXTURE POLES SCALE: N.T.S.

Elate

G3.1.11

PRODUCT SPECIFICATIONS

Optics
Lenses: Cover: Engineered aluminum cone • White painted cone or low iridescent (specific or semi) alzalzit cone in clear, gold, wheat, pewter or bronze with integral flange of same finish; other finishes available upon request • Painted white flange is optional
Baffles: White or black painted deep multi-groove aluminum baffle insert with integral flange painted white
Reflector: 2000° aluminum upper reflector with clear Alzalzit finish • Single position optics eliminate possibility of specified lamp being installed in incorrect position
Lens: Clear glass, prismatic glass, Fresnel glass

Electrical
Transformer: 277 Volt circuit 'H' insulated dry type autotransformer, 277V/115V, 150-watt U.L. approved, maximum of 5.2 watts loss under no load
Lamp Holder: Medium base heavy-duty porcelain socket with spring loaded center contact and axial pinlet tube screw shell
Socket Cap: Die-cast aluminum socket cap security fixtures to solicher with stainless rivets prevent rocking

Mechanical
Mounting Frame: 16-gauge galvanized steel mounting ring with factory supplied spring steel friction clips • Accommodates ceilings up to 2-1/4" thick; ceiling thickness adapter accessory is available for ceilings up to 3" • Optional rough-in section accepts open, single wall wiring and tamed reflectors
Mounting Brackets: Mounting brackets have 2" vertical adjustment and accept proprietary Tre-lock bar hangers, 1 1/2" C-channel and flat linear bars (or dead as accessories) or 1/2" EMT, 3/4" and 1 1/2" tubing channel (by others) • One-piece Tre-lock bar hangers have integral T-bar locking tabs and alignment notches for locating and locking fixture in the center or 1/4 the increment
Junction Box: Galvanized 4"x 4" galvanized steel junction box with (6) 1/2" end (1) 3/4" knockouts for fixture quick wiring • Junction box rated for sight feb. 12 AWG 90°C branch circuit conductors (e.m., .xxx)

Labels and Listings:
UL/C-UL listed for wet through and damp locations • I.B.E.W. Union made

Product specifications subject to change without notice.

8" VERTICAL A21/23 LENSLITE

ENCLOSED APERTURE

75-200W A-21, 100-200W A-23

A8, A8-277, A8-2772

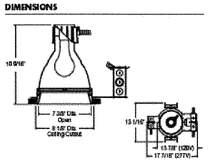
A800LCA23, A800BA23

Type	Cat. No.

Project: _____

Notes: _____

DIMENSIONS



ORDERING INFORMATION: Rough-in, reflector and accessories each ordered separately.

Example: A8-F

Roughin	Options
A8	75-200W A-21, 100-200W A-23, 120V
A8-277	75-150W A-21, 100-150W A-23, 277V
A8-2772	200W A-23, 200W A-23, 277V

Example: A800LCA23-W-PG

Reflector	Color Options	Finish	Lens Type	Options
A800LCA23	C Clear	Aluminum Finishes	CG Clear Glass	WW White Flange
A21 & A23	WT Wheat	L Specular Clear	PG Prismatic Glass	HA Hole Filled for maximum voltage fixture (W/ or Voltage)
A800BA23	PT Pewter	S Satin Black	FG Fresnel Glass	WWV Wire Location Listing
Linear Baffle: A21 & A23	BZ Bronze	B Buff-Polished		
	W White	W White		

Example: HR-TL

HR-TL 23" Tre-lock grid ceiling for ledges, flat
HR-23 23" C-Channel Bar Hangers, For 1/2" EMT Tubing
HR-24 24" C-Channel Bar Hangers, For 1/2" EMT Tubing
SCA-5 "Small Ceiling Adapter"

*Angle must be specified when ordering. Available in 0°, 10°, 15°, 20°, 30°. Example: SCA5-20

Accessories

HA Hole Filled for maximum voltage fixture (W/ or Voltage)
WWV Wire Location Listing

Elate

1300 South Wolf Road • P.O. Box 3065
Des Plaines, Illinois 60017-3065
PHONE 800-367-3500 • FAX 888-708-0578
www.lencolightinggroup.com

A/06

5 FIXT. AT PORTE COCHERE SCALE: N.T.S.

DORAL® - MEDIUM (Various reflectors are protected by U.S. Patent No. 6,464,378.)

HOUSING - One-piece cast aluminum in a multi-radiused rectangular shape with integral cooling ribs over the back. Internal concealed hinges permit full access to reflector area and housing interior. One-piece extruded silicone gasket between housing and door frame.

DOOR FRAME - One-piece cast aluminum door frame mates with housing to create multi-radiused shape. Door frame secures to housing by two internal (concealed) hinge brackets. 3/16" black clear tempered glass lens seals to door frame by a one-piece silicone sponge gasket and stainless steel clips. Door frame secures to housing by four captive stainless steel recessed fasteners. Four holes provided for attachment of Glare Shield, Polycarbonate Shield, and Louver Shield.

SOCKETS - Porcelain mogul-base sockets. All sockets are pulse-rated.

LIGHT SOURCES - Metal Halide, Metal Halide Reduced Envelope, or High Pressure Sodium. Clear lamp is supplied as standard.

BALLASTS/ELECTRICAL COMPONENTS - Factory mounted in housing and prewired with leads extending through gasketing and into swivel mounting arm. UL listed components with high-power factor ballasts rated for -20° F starting. Optional photocell internally mounted in swivel mounting arm wiring access cover.

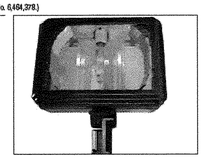
REFLECTORS/DISTRIBUTION PATTERNS - Doral Medium offers four reflector types: Horizontal Flood (HF), Medium Flood (MF), Vertical Flood (VF), and Spot Flood (SF). Reflectors are offered with highly reflective optical components. Photometric data is tested in accordance with IESNA guidelines.

ADJUSTABLE SWIVEL MOUNTING ARM - Two-piece cast aluminum ratcheting swivel design with external splice compartment supplied with aluminum access cover. Access cover permits field wiring while fixture is in position on pole or bracket. Internal toothed ratcheting system provides positive locking in a range of 100° with adjustment in increments of 5°. Swivel mounting arm accepts standard 2-3/8" O.D. x 4-3/4" minimum or 2-7/8" O.D. x 4-3/4" minimum tenon and is secured by four recessed allen set screws (through bolt optional by others). Swivel adjustment is made by concealed hex head pivot bolt. Mounting arm is internally and externally sealed by gasketing.

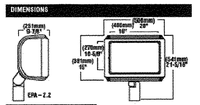
BRACKETS - Stanchion Mounts, Pad/Wall Mounts, or PTBs may be ordered with Doral Medium fixtures.

FINISHES - Each fixture is finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling, and is guaranteed for five full years. Standard colors include bronze, black, platinum plus, buff, white, satin verde green, metallic silver, and graphite.

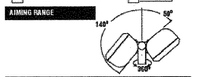
PHOTOMETRICS - Please visit our web site at www.lsi-industries.com for detailed photometric data.



DIMENSIONS



AIMING RANGE



MOUNTING BRACKETS

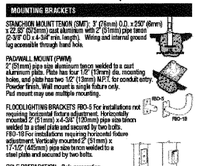
STANCHION MOUNT TENON (SMT): 3" (76mm) O.D. x 250" (6mm) x 22.25" (565mm) cast aluminum with 2" (51mm) pipe tenon (2-3/8" OD x 4-3/4" min. length). Wiring and internal ground lug accessible through hand hole.

PAD/WALL MOUNT (PWM): 7" (178mm) pipe size aluminum tenon welded to a cast aluminum plate. Plate has four 1/2" (13mm) dia. mounting holes, and plate has two 1/2" (13mm) N.P.T. for conduit entry. Powder finish. Wall mount is single fixture only. Pad mount may use multiple mounting.

FLOODLIGHTING BRACKETS: FBO-5 for installations not requiring horizontal fixture adjustment. Horizontally mounted 2" (51mm) x 4-3/4" (120mm) pipe size tenon welded to a steel plate and secured by two bolts. FBO-18 for installations requiring horizontal fixture adjustment. Vertically mounted 2" (51mm) x 17-1/2" (445mm) pipe size tenon welded to a steel plate and secured by two bolts.

POLE PREPARATION - Pole preparation "SP" or "DP" required when ordering FBO-5 or FBO-18 brackets. Note: FBO-5 and FBO-18 brackets can be ordered for round or square steel poles.

TENON MOUNT BRACKET (FTB): For installations requiring full horizontal fixture adjustment. Vertically mounted 2" (51mm) pipe size steel tenon welded to 2" (51mm) x 4" (102mm) steel arms, with removable end caps for wiring access. Arms are welded to a round slipfitter, compatible with standards or poles with 2" (51mm) pipe size tenons (2-3/8" O.D. x 4-3/4" min. length). Slipfitters are secured by 6 stainless steel set screws and one zinc plated through bolt.



SHIPPING WEIGHTS - Doral Medium

Catalog Number	Net. Weight (lb/lbs.)	Length (inch/in.)	Width (inch/in.)	Height (inch/in.)
DRM	27.69	546/21.5	537/19.25	603/23.75

Project Name _____ Fixture Type _____

Catalog # _____

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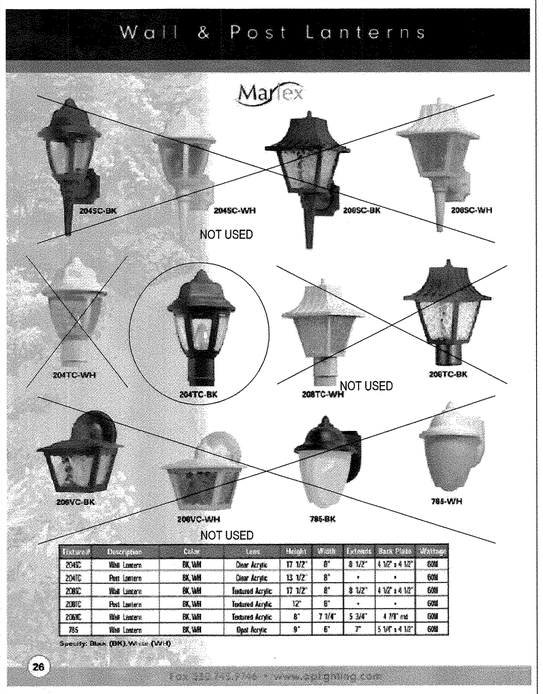
6 BLDG. ILLUMINATION FIXT. SCALE: N.T.S.

FIXTURES ARE BRONZE COLORED



Fixture #	Description	Color	Lens	Height	Width	Extensn	Back Plate	Wattage
204SC	Wall Lantern	BK, WH	Clear Acrylic	17 1/2"	8"	8 1/2"	4 1/2" x 4 1/2"	60W
204TC	Post Lantern	BK, WH	Clear Acrylic	13 1/2"	8"	•	•	60W
206SC	Wall Lantern	BK, WH	Textured Acrylic	17 1/2"	8"	8 1/2"	4 1/2" x 4 1/2"	60W
206TC	Post Lantern	BK, WH	Textured Acrylic	12"	8"	•	•	60W
206VC	Wall Lantern	BK, WH	Textured Acrylic	6"	7 1/4"	5 3/4"	4 7/8" rnd	60W
785	Wall Lantern	BK, WH	Opal Acrylic	9"	6"	7"	5 1/4" x 4 1/2"	60W

TOP OF FIXTURE AT 6'-0"
ALSO SEE SHT. A-2, DTL #5

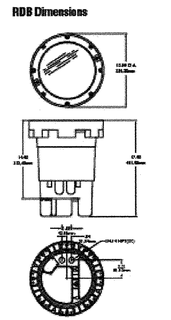
7 PIER-MOUNT FIXT AT POOL SCALE: N.T.S.

GREENLEE RDB/RDS SERIES

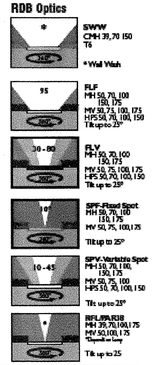
Lamp Types: Metal Halide, Mercury Vapor, High Pressure Sodium, Incandescent, Low-Voltage, and Compact Fluorescent
Housing: Compression molded, fiber-reinforced polymer housing provides high strength and UV stability. Warranted against corrosion for five years. Finish: Housing and standard slip-resistant composite lens retainer in black. Optional aluminum accessories are available in black or Clear polyester powder coat. Brass accessories have a natural, as cast finish.
Fasteners: All exposed fasteners are captive, black oxide coated, stainless steel.
Lampholder: Matched to lamp/optics. Medium base is glazed porcelain, 4KV pulse rated, with spring carrier contact. Double ended HID are 5KV pulse rated with silver plated contacts. Compact fluorescent are molded thermoplastic. LV 5-pin are high temperature ceramic.
Lens/Retainer: Tempered, heat resistant glass available with optional aluminum etched pattern, or low-iron formulation. Cast brass and aluminum lens retainers are available in place of standard composite ring.
Optical/Lighting: Flood and Spot optics with variable beam spreads are available. Precise beam spread, tilt, and rotation can all be locked into place. Max reflector tilt is 19° in RDS, and 29° in RDB. Spot optics come standard with Internal Source Shields for glare control. Wall Wash optics have integral glare control devices. Reflector lamps from MR16 (RDS) through PAR56 (RDB) can be accommodated.
Power Pack: Standard HID PPK is magnetic, high power factor, -20°F starting, with a Class H, 180°C insulation system. Ballast and thermal protector are encapsulated in a silicon resin for heat control. PPK assembly has handle/hinge holes for easy installation and service. Detachable quick connectors ensure error free assembly. Molded-in compartments (in housing) separate capacitor and ignitor from ballast heat. Fluorescent ballast is electronic, universal (120-277V AVR/CBZ, rated for 0°F starting. Electronic ballasts for most metal halide lamps are available upon.
Seal Pack and waterproof wire connectors are included to provide for a high quality installation.

RDB

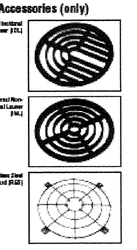
RDB Dimensions



RDB Optics



RDB Accessories (only)



Project Name _____ Fixture Type _____

Catalog # _____

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8 FLAGPOLE/LANDSCAPE FIXT. SCALE: N.T.S.

Date: 9/15/2014
Project #: GW2014001
Drawn: GFW
ARC. Reg. #AR0009531
ARC. BUS. # AA26002745
Revisions:
1 12/01/2015 DRC COMMENTS

SPRINGHILL SUITES for MIRAMAR HOTELS, LLC
MIRAMAR PARK OF COMMERCE CITY OF MIRAMAR, FLORIDA

George White ARCHITECT
6127 C. DURHAM DRIVE, LAKE WORTH, FLORIDA 33467
561-997-6698

12/16/2015

SITE DETAILS

A-100.4

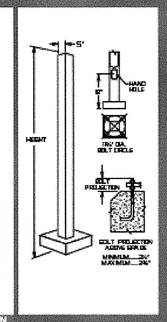
POLES ARE BRONZE COLORED

SNTA SERIES

ENGINEERING DATA
Maximum EPA - Square Feet

Catalog Number	Maximum Fixt. wgt.	100 MPH	90 MPH	80 MPH	70 MPH
SNTA 126-126	150	6.8	8.1	10.4	12.8
SNTA 146-126	100	6.1	8.3	8.3	10.0
SNTA 196-126	100	3.6	6.0	6.2	7.8
[redacted]	200	6.5	9.8	13.4	19.5
SNTA 206-188	200	4.2	6.9	10.3	15.5
SNTA 256-188	100	N/A	1.9	4.9	8.7

All above design calculations are based on sustained wind forces plus additional 1.3 wind gust
[Example. Pole rated at 80 MPH withstands 104 MPH gusts]



ORDERING INFORMATION

MODEL NO. SNTA	POLES	MOUNTING	FINISH	OPTIONS
MODEL NO. 1	POLES	MOUNTING	FINISH	OPTIONS

SNTA

POLES	POLE HEIGHT	WALL THICKNESS	BOLT CIRCLE	ARM/DIAMETER
☐ 125-125	12'	.125	11"X"	3/4"X24"X3"
☐ 145-125	14'	.125	11"X"	3/4"X24"X3"
☐ 165-125	16'	.125	11"X"	3/4"X24"X3"
☐ [redacted]	18'	.188	11"X"	3/4"X24"X3"
☐ 205-188	20'	.188	11"X"	3/4"X24"X3"
☐ 255-188	25'	.188	11"X"	3/4"X24"X3"

MOUNTING

- ☐ 1@72/24" TENON PT27
- ☐ 2@72/24" TENON PT27
- ☐ OTHER TENON MT
- [redacted]
- ☐ ... ☐ M-30
- [redacted] ☐ M-30
- ☐ C-9 ... ☐ C-12

3-120 REQUIRES PT27 AND T3120 ADAPTER

FINISH

- ☐ DARK BRONZE DBM
- ☐ MEDIUM BRONZE MBM
- ☐ BLACK BKM
- ☐ WHITE WTM
- ☐ SILVER SLM

OPTION:
- ☐ BRONZE ANODIZED AZ313
- ☐ NATURAL ANODIZED AZ
- ☐ BLACK ANODIZED AZBK

SEE PAGE FOR ADDITIONAL COLORS

OPTIONS

- ☐ DUPLEX RECEPTACLE DUP
- ☐ GFI RECEPTACLE GFI
- ☐ 3 WAY ADAPTER T3120
- ☐ 1/2" COUPLING CPLN1/2
- ☐ 3/4" COUPLING CPLN3/4
- ☐ 2" COUPLING CPLN2

(SPECIFY COUPLING LOCATION)

10% ACCESSORIES SECTION FOR OTHER OPTIONS

F1-24

USA ARCHITECTURAL SYSTEMS
[redacted]
FAX NO. (561) 586-2201
WWW.USASITE.COM

1 PARKING FIXTURE POLES

SCALE: N.T.S.

Date: 9/15/2014
Project #: GW2014001
Drawn: GFW
ARC. Reg. #AR0009531
ARC. BUS. # AA26002745
Revisions:
1 12/01/2015 DRC COMMENTS

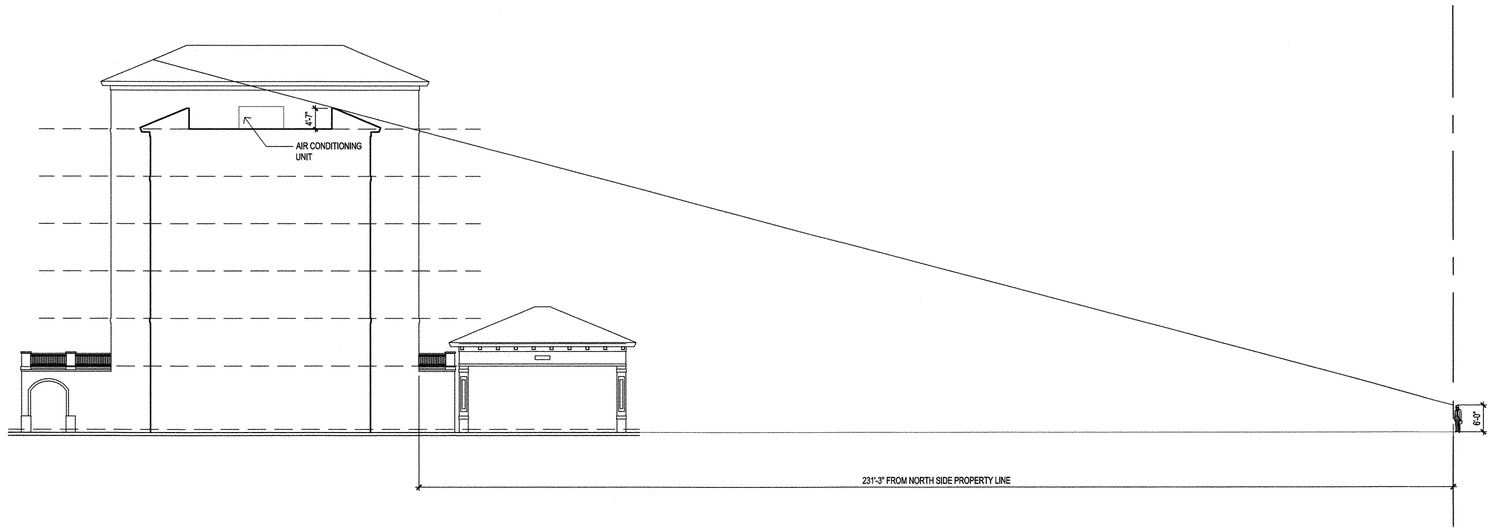
SPRINGHILL SUITES for MIRAMAR HOTELS, LLC
MIRAMAR PARK OF COMMERCE CITY OF MIRAMAR, FLORIDA

George White ARCHITECT
6127 C. DURHAM DRIVE, LAKE WORTH , FLORIDA 33467
561-997-6698

12/16/2016

SITE DETAILS

A-100.5



LINE OF SIGHT DIAGRAM

SCALE: 1/16" = 1'-0"

ARIAL APPARATUS DIAGRAM

SCALE: 1/16" = 1'-0"

Date: 9/15/2014
Project #: GW2014001
Drawn: GFW
ARC. Reg. #AR0009531
ARC. BUS. # AA26002745
Revisions:
1 12/01/2015 DRC COMMENTS

SPRINGHILL SUITES for MIRAMAR HOTELS, LLC

MIRAMAR PARK OF COMMERCE CITY OF MIRAMAR, FLORIDA

George White ARCHITECT
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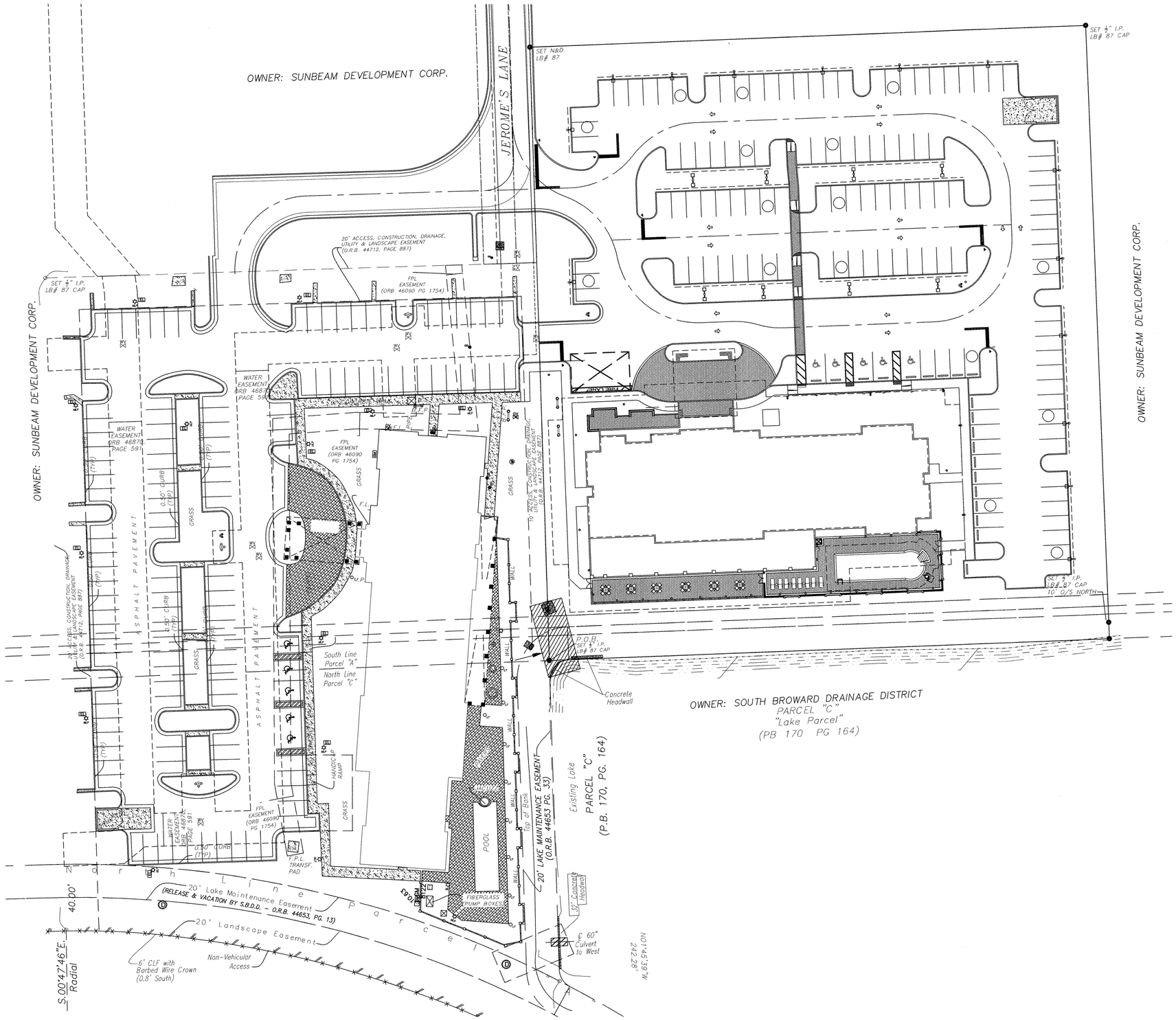
561-997-6698

LINE OF SIGHT DIAGRAM

ARIAL APPARATUS DIAGRAM

A-100.6



ADJACENT SITE PLANS SPRINGHILL SUITES & HAMPTON INN & SUTES

SCALE: 1" = 30'-0"

Date: 9/15/2014
Project #: GW2014001
Drawn: GFW
ARC. Reg. #AR0009531
ARC. BUS. # AA26002745
Revisions:
1 12/01/2015 DRC COMMENTS

SPRINGHILL SUITES for MIRAMAR HOTELS, LLC
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George White ARCHITECT
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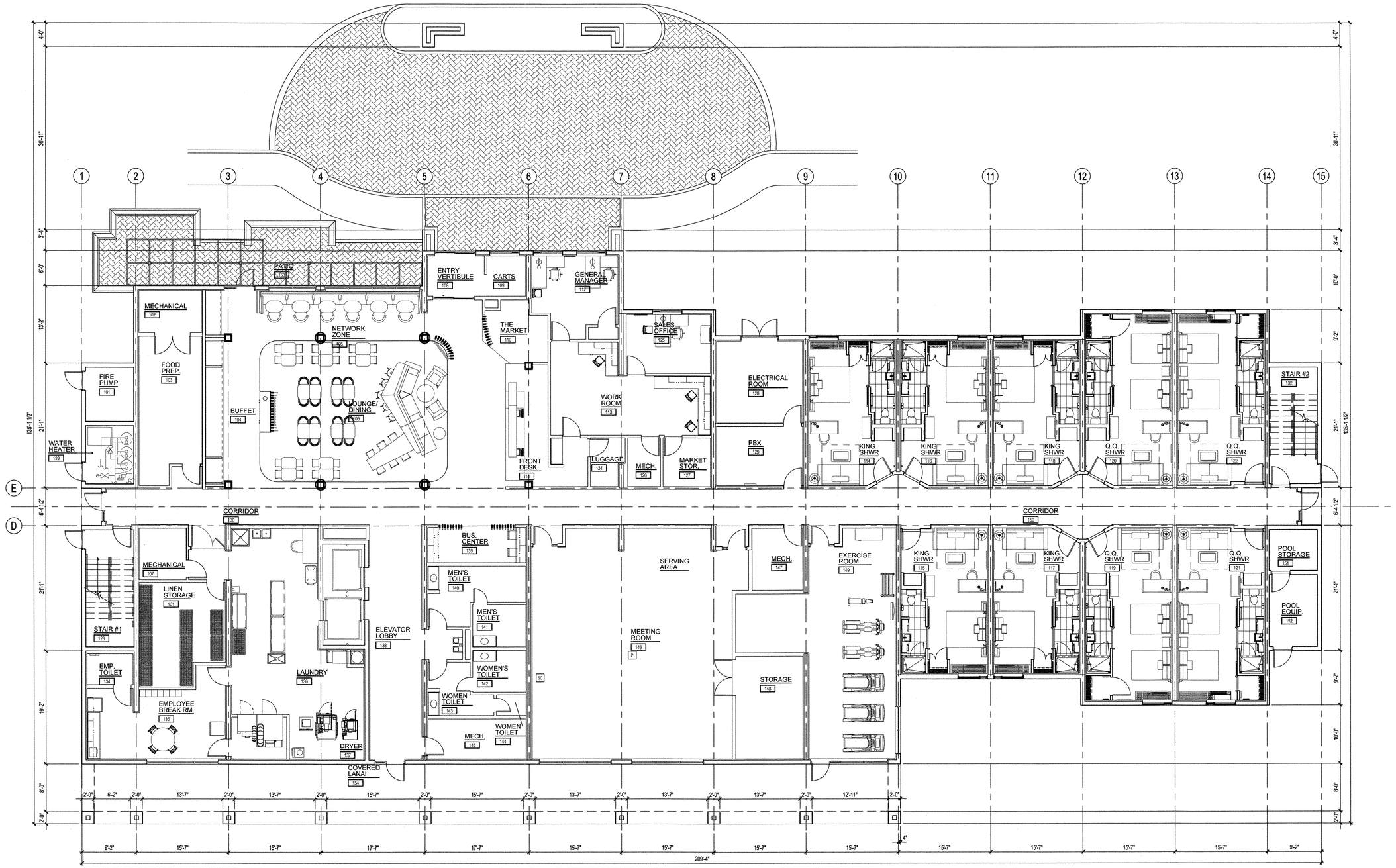
561-997-6698

ADJACENT SITE PLAN

A-100.7



FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

Date: 9/15/2014
Project #: GW2014001
Drawn: GFW
ARC. Reg. #AR0009531
ARC. BUS. # AA26002745
Revisions:
1 12/01/2015 DRC COMMENTS

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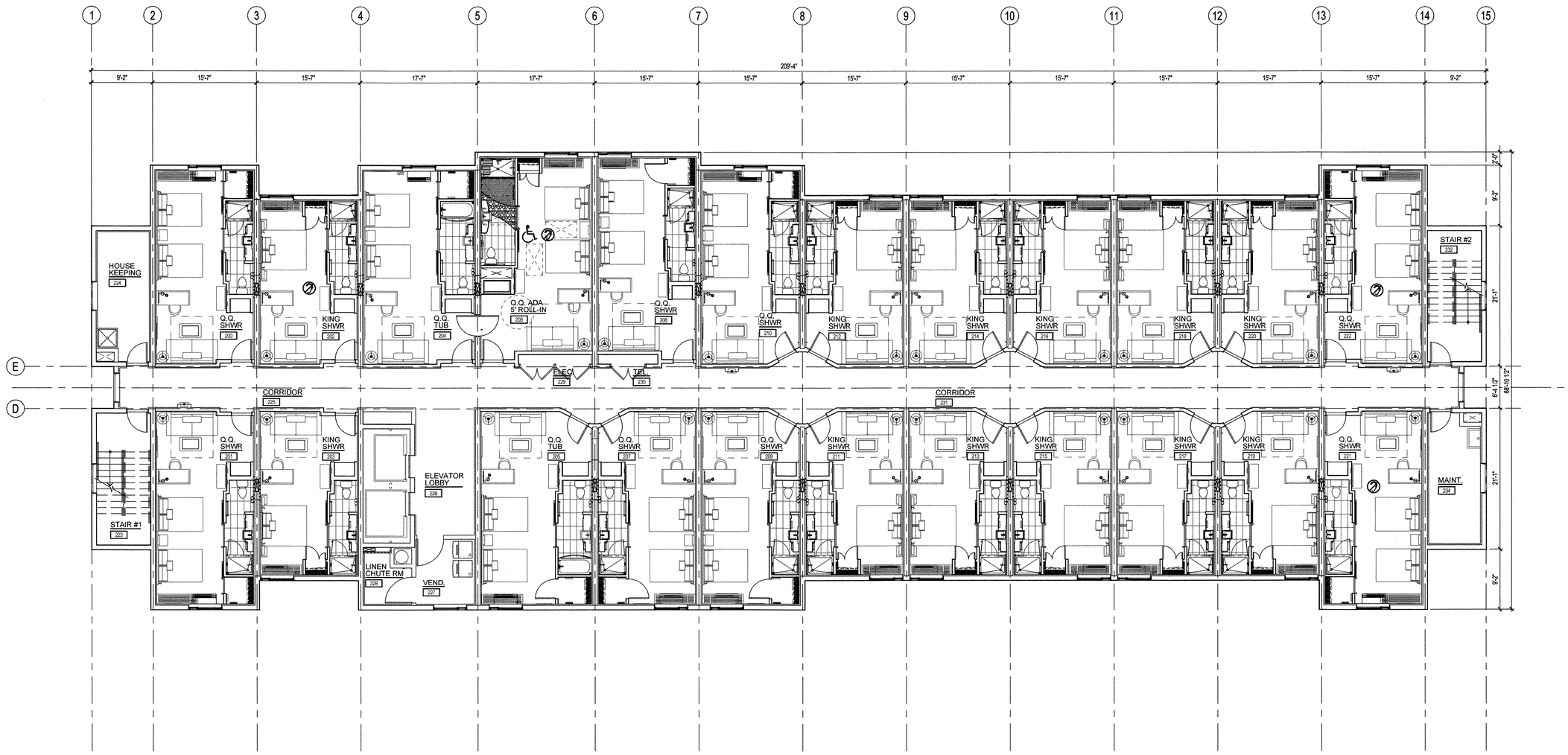
MIRAMAR PARK OF COMMERCE CITY OF MIRAMAR, FLORIDA

George White ARCHITECT
6127 C. DURHAM DRIVE, LAKE WORTH , FLORIDA 33467 561-997-6698

FIRST FLOOR PLAN

A-111.1



SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

Date: 9/15/2014
Project #: GW2014001
Drawn: GFW
ARC. Reg. #AR0009531
ARC. BUS. # AA26002745
Revisions:
1 12/01/2015 DRC COMMENTS

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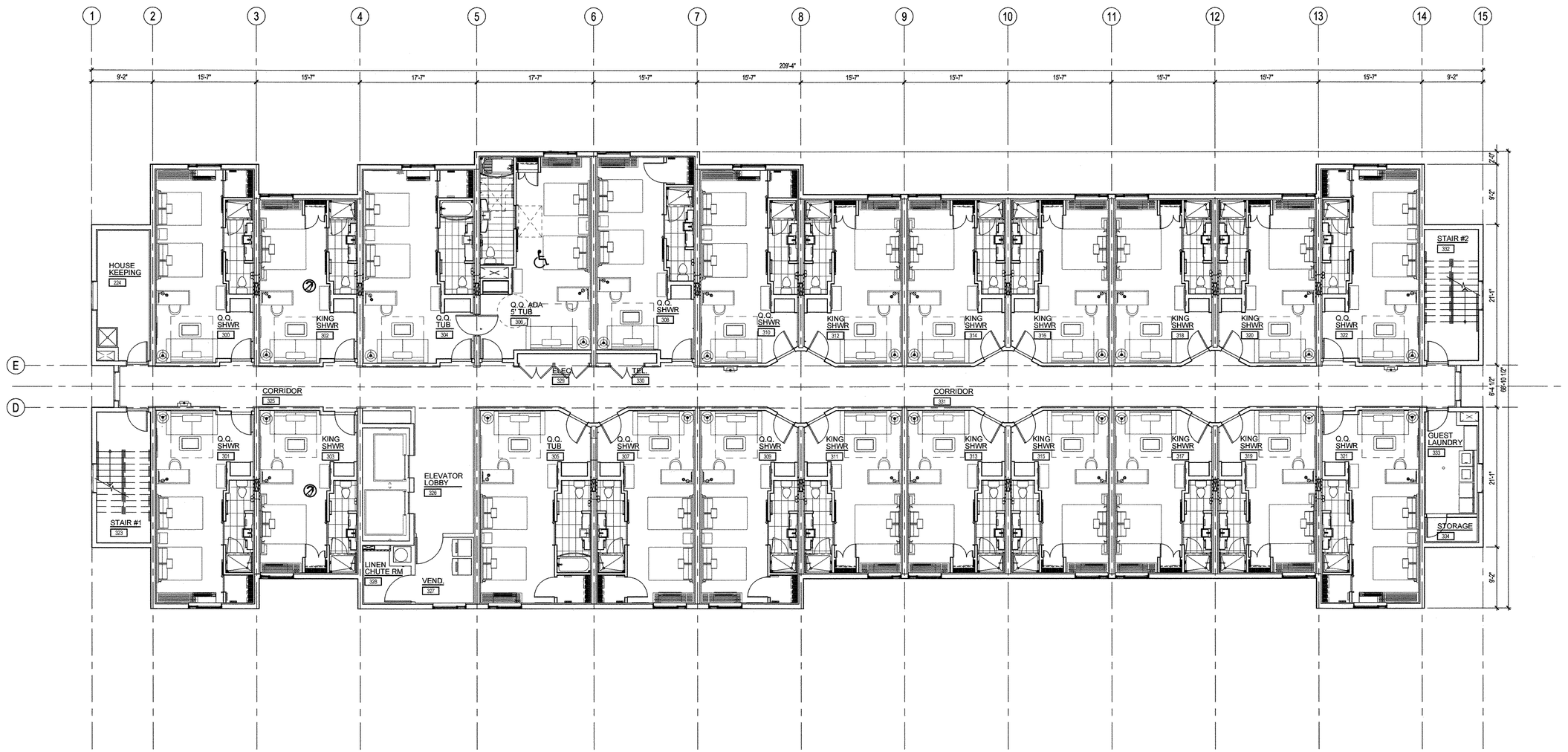
MIRAMAR PARK OF COMMERCE CITY OF MIRAMAR, FLORIDA

George White ARCHITECT
6127 C. DURHAM DRIVE, LAKE WORTH, FLORIDA 33467 561-997-6698

SECOND FLOOR PLAN

A-111.2



THIRD FLOOR PLAN

SCALE: 1/8" = 1'-0"

Date: 9/15/2014
Project #: GW2014001
Drawn: GFW
ARC. Reg. #AR0009531
ARC. BUS. # AA26002745
Revisions:
1 12/01/2015 DRC COMMENTS

SPRINGHILL SUITES® Marriott.

SPRINGHILL SUITES for MIRAMAR, LLC
MIRAMAR PARK OF COMMERCE CITY OF MIRAMAR, FLORIDA

George White ARCHITECT
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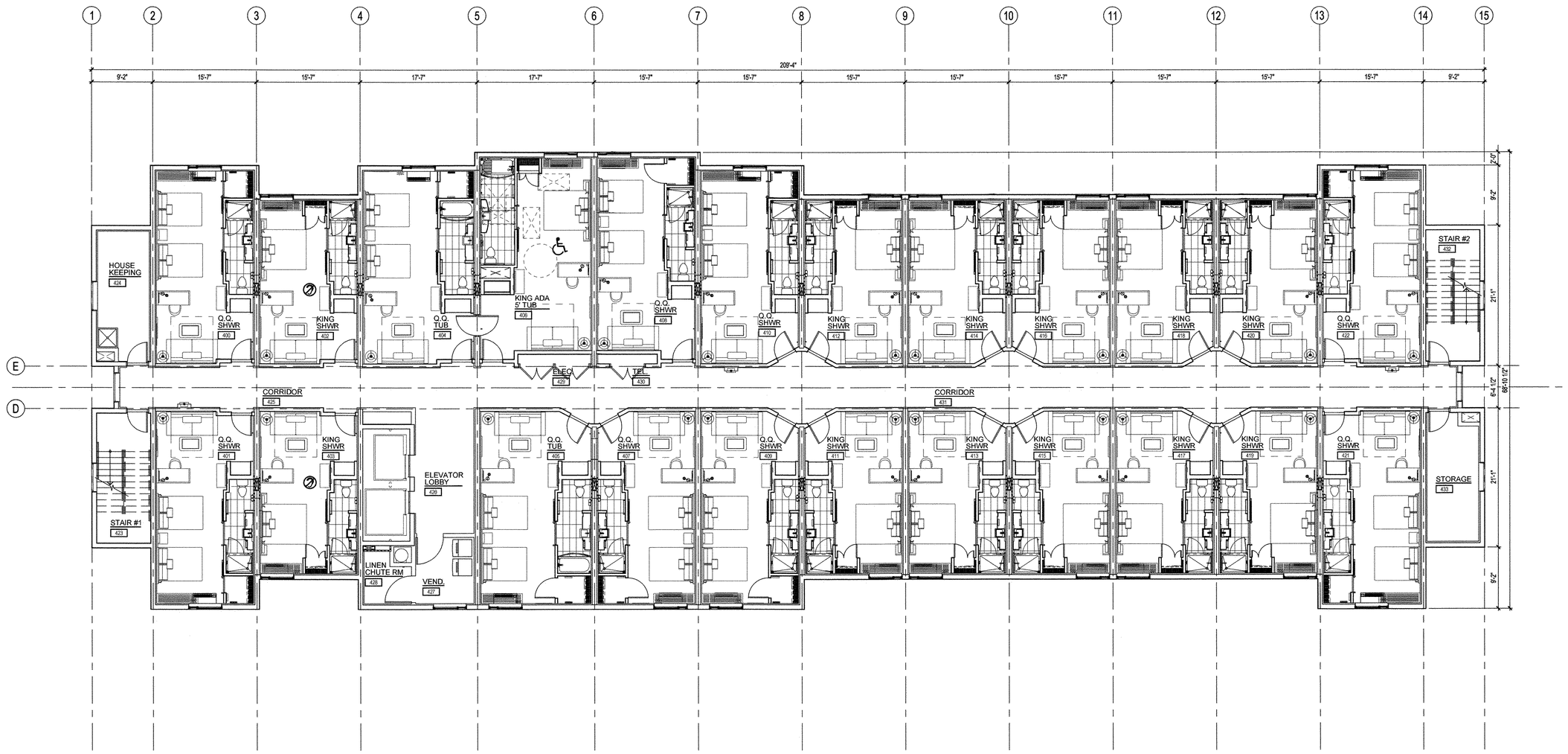
THIRD FLOOR PLAN

A-111.3



FOURTH FLOOR PLAN

SCALE: 1/8" = 1'-0"

Date: 9/15/2014
Project #: GW2014001
Drawn: GFW
ARC. Reg. #AR0009531
ARC. BUS. # AA26002745
Revisions:
1 12/01/2015 DRC COMMENTS

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SPRINGHILL SUITES for MIRAMAR, LLC
MIRAMAR PARK OF COMMERCE CITY OF MIRAMAR, FLORIDA

George White ARCHITECT
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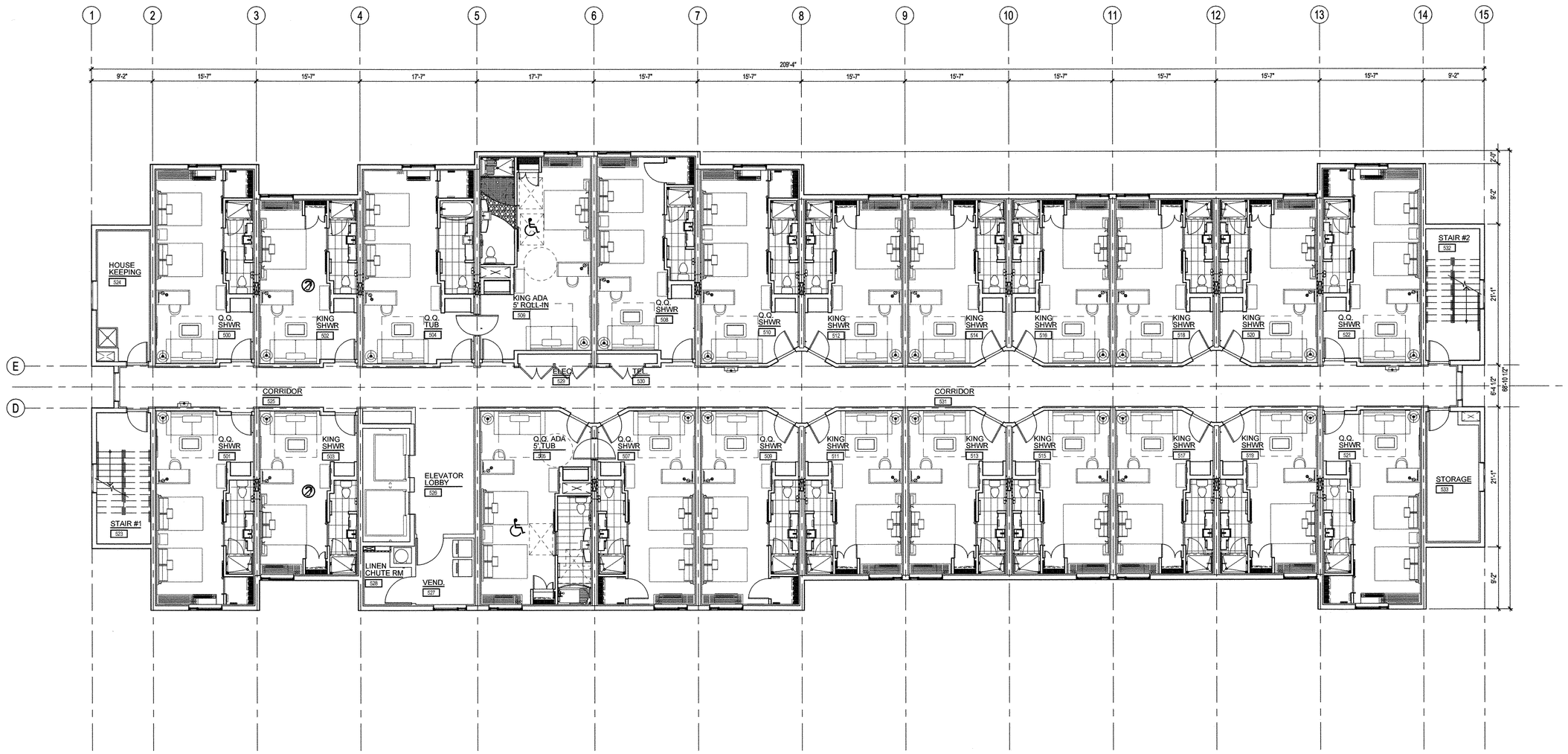
FOURTH FLOOR PLAN

A-111.4



FIFTH FLOOR PLAN

SCALE: 1/8" = 1'-0"

Date: 9/15/2014
Project #: GW2014001
Drawn: GFW
ARC. Reg. #AR0009531
ARC. BUS. # AA26002745
Revisions:
1 12/01/2015 DRC COMMENTS

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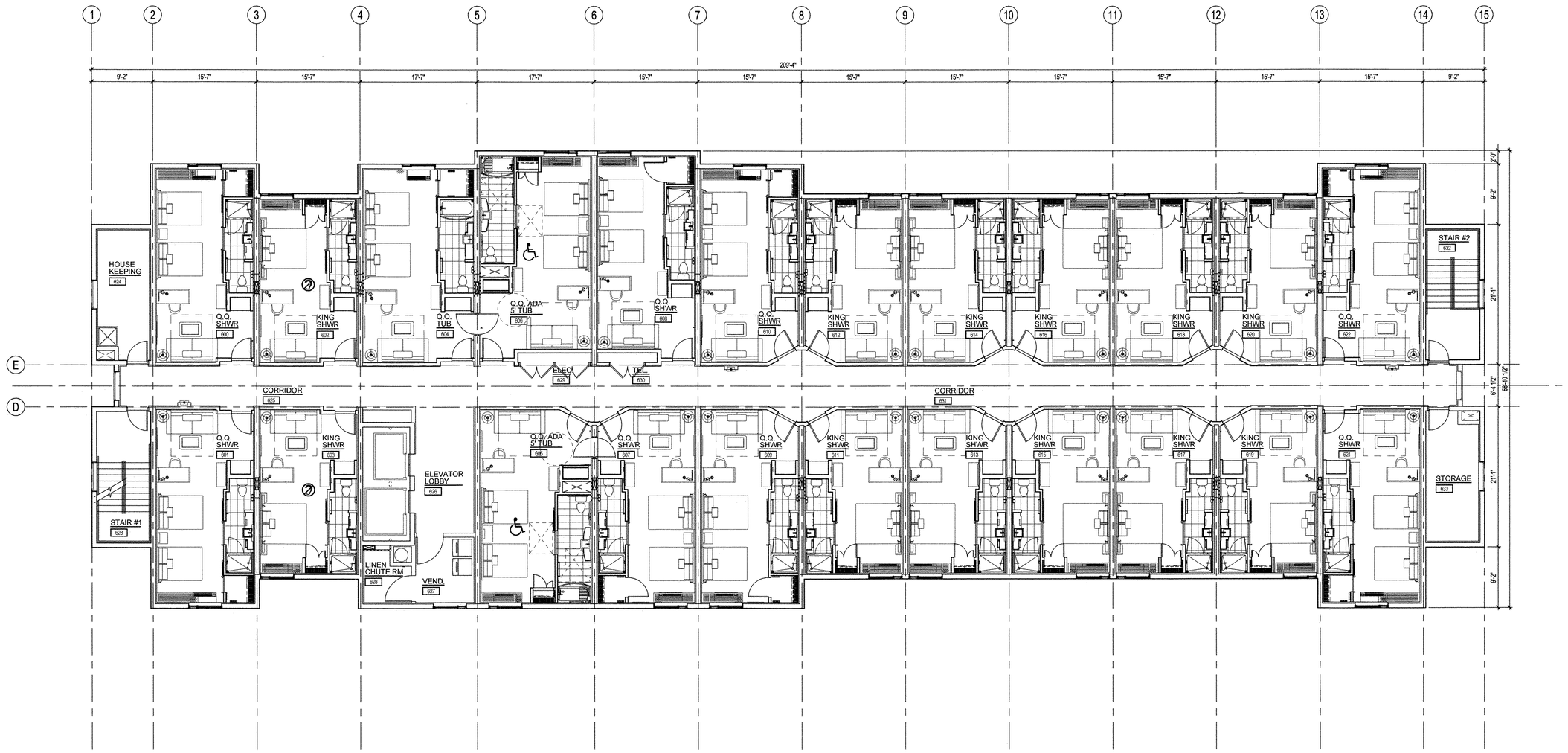
George White ARCHITECT
6127 C. DURHAM DRIVE, LAKE WORTH, FLORIDA 33467 561-997-6698

FIFTH FLOOR PLAN

A-111.5



SIXTH FLOOR PLAN

SCALE: 1/8" = 1'-0"

Date: 9/15/2014
Project #: GW2014001
Drawn: GFW
ARC. Reg. #AR0009531
ARC. BUS. # AA26002745
Revisions:
1 12/01/2015 DRC COMMENTS

SPRINGHILL SUITES® Marriott.

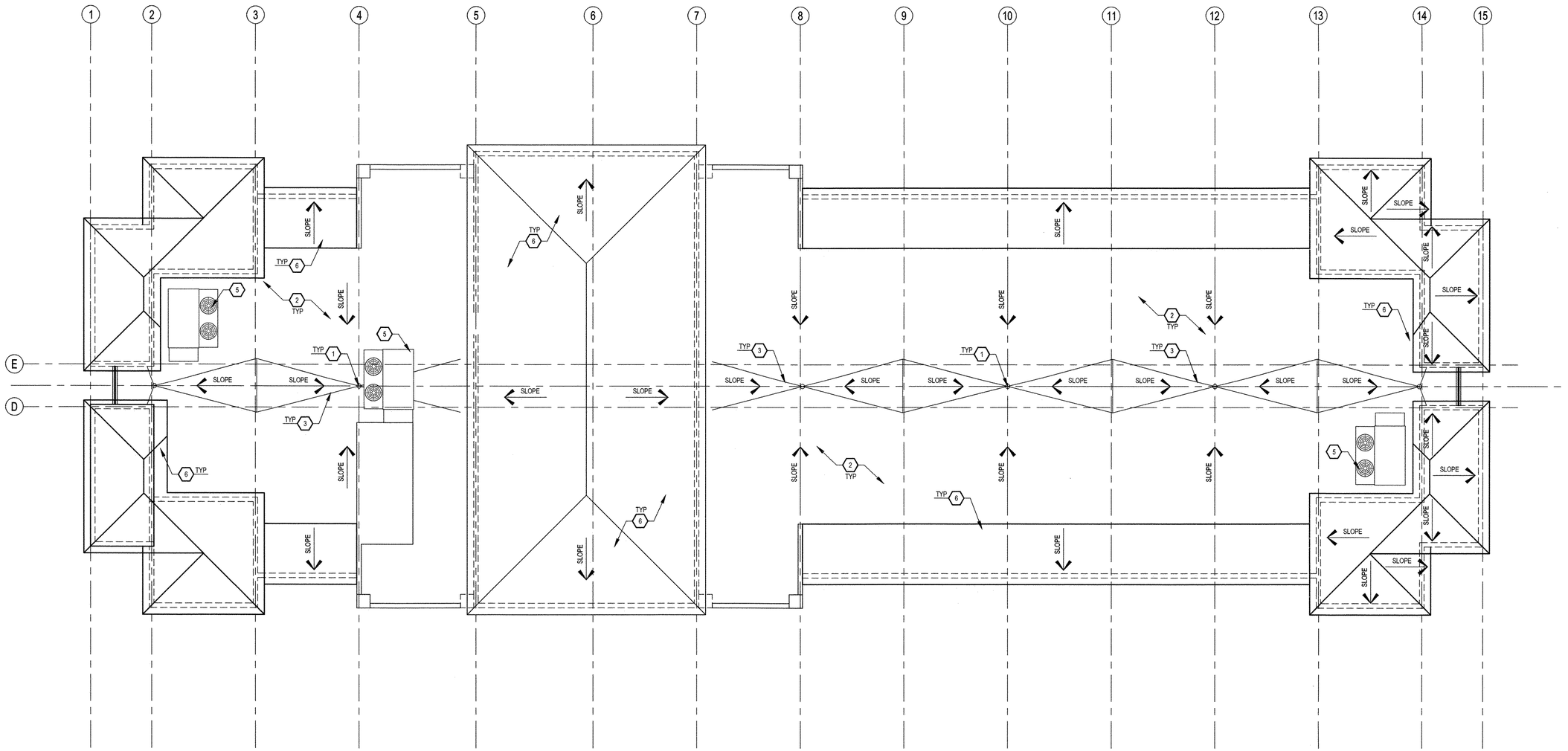
SPRINGHILL SUITES for MIRAMAR HOTELS, LLC
MIRAMAR PARK OF COMMERCE CITY OF MIRAMAR, FLORIDA

George White ARCHITECT
6127 C. DURHAM DRIVE, LAKE WORTH , FLORIDA 33467 561-997-6698

2/6/2016

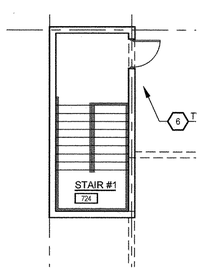
SIXTH FLOOR PLAN

A-111.6



ROOF PLAN

SCALE: 1/8" = 1'-0"



ROOF STAIR PLAN

SCALE: 1/8" = 1'-0"

KEY NOTES:

1. ROOF DRAIN (R.D.). (TYP.)
2. SINGLE PLY MEMBRANE ROOF OVER LIGHT WEIGHT INSULATION, SLOPE 1/8" PER FT. TO DRAIN.
3. ROOF CRICKET, (TYP)
4. SECONDARY, EMERGENCY OVERFLOW DRAIN. (TYP)
5. A/C UNIT, (TYP)
6. SPANISH "S" TILE ROOF ON A LAYER OF 50 LB. ASPHALT FELT, HOT MOPPED OVER 30 LB. FELT WITH SCREWS ATTACHED SYSTEM TO 3/4" CDX PLYWOOD SHEATHING, OVER PRE-ENGINNERED ROOF TRUSSED 24" O.C.

GENERAL NOTES:

1. ALL ROOF TOP EQUIPMENT, PLUMBING, VENTS, CONDENSING UNITS, EXHAUST FANS, BOILER FLUES, ETC. ARE TO BE CONCEALED FROM VIEW BEHIND PARAPET WALLS
2. KEEP ROOF MOUNTED EQUIPMENT AWAY FROM ROOF EDGES TO REDUCE SIGHT LINES
3. (IF APPLICABLE) PROVIDE CONDUIT FROM PBX TO ROOF FOR H.I.B.S. SATELLITE DISH ON SEPARATE CIRCUIT. PROVIDE POWER ON ROOF EDGE FOR HEATER WHEN REQUIRED

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George White ARCHITECT
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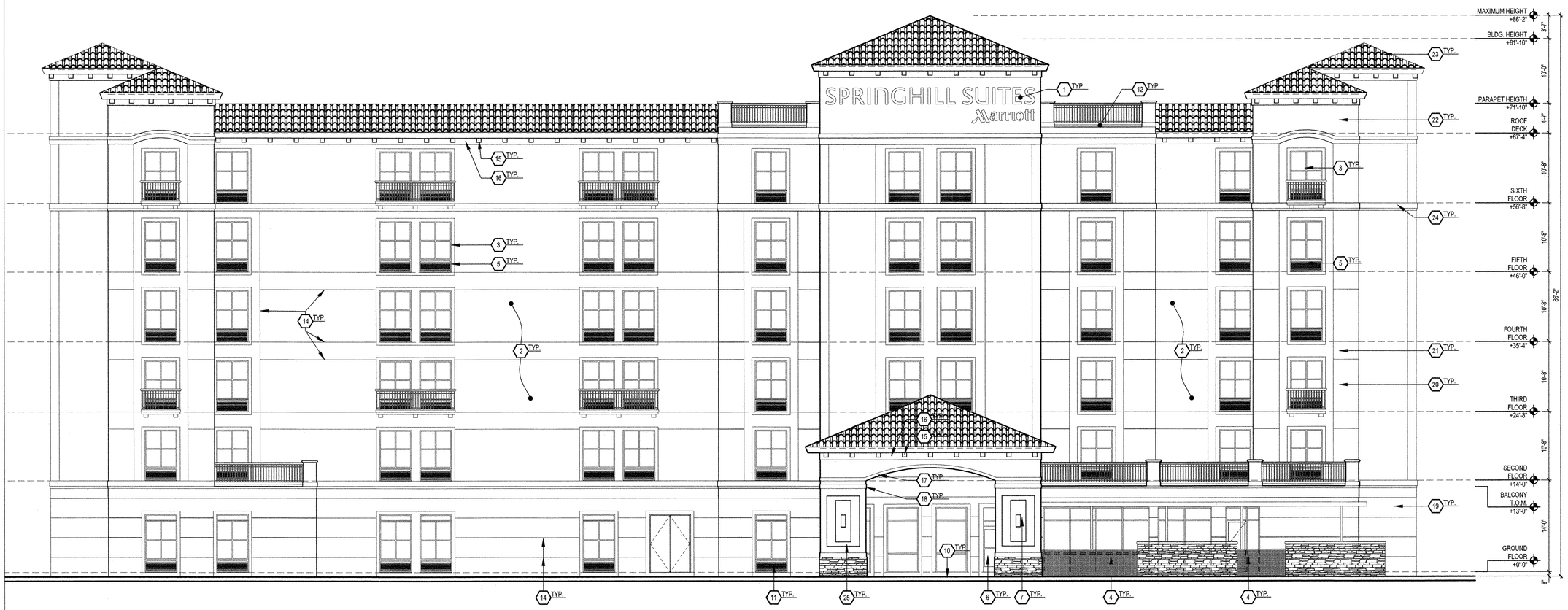
ROOF PLAN

A-111.7



NORTH ELEVATION

SCALE: 1/8" = 1'-0"

KEY NOTES:

1. SIGNAGE - COORDINATE ELECTRICAL REQUIREMENTS AS NEEDED. BACKLIGHTED, THERMO-PLASTIC SPRINGHILL SIGN. MARRIOTT SIGN TO BE SURFACE MOUNTED CHANNEL LETTERS. SEE SIGNAGE PACKAGE. SIGN LETTERS ARE TO BE THE BRAND COLOR BY DAY, WHITE AT NIGHT (DUAL-COLOR FILM). WHERE THE BUILDING COLOR IS MEDIUM TO DARK TONED, WHITE FACE LETTERS BY DAY & NIGHT SHOULD BE USED.
2. 5/8" STUCCO ON CMU
3. PRE-FINISHED ALUMINUM WINDOWS AS SCHEDULED, CLEAR GLASS
4. PRE-FINISHED ALUMINUM STOREFRONT AS SCHEDULED, CLEAR GLASS
5. PTAC LOUVERS FRAMED INTEGRAL WITH WIDOWS.
6. AUTOMATIC SLIDING DOORS
7. EXTERIOR WALL SCONCE
8. PAINTED INSULATED HOLLOW METAL DOOR AND FRAME
9. CLEARANCE SIGN
10. SLOPE DRIVE 1:48 MAX (1:64 RECOMMENDED) TO DRAIN OUT FROM UNDER CANOPY.
11. PROVIDE EXTERIOR LOUVERS TO MATCH LOOK OF PTAC-BASED WINDOWS. PROVIDE INSULATED PANEL BEHIND LOUVER AT NON-PTAC LOCATIONS.
12. PROVIDE METAL COPING AT PARAPETS.
13. MANUFACTURED STONE.
14. 1" X 3/4" STUCCO REVEAL.
15. 8" X 8" X 16" OUTLOOKER - BM 1232 - FRESH BREW - OUTLOOKERS COLOR.
16. 20" WIDE X 1/2" RAISED STUCCO BAND - BM 1040 - SPICE GOLD - STUCCO AND PAINT FINISH.
17. 6" WIDE X 1/2" RAISED STUCCO BAND - BM 925 - MORY WHITE - STUCCO AND PAINT FINISH.
18. 8" WIDE X 1/2" RAISED STUCCO BAND - BM 925 - MORY WHITE - STUCCO AND PAINT FINISH.
19. PAINT 1 - BM 1045 - LADY FINGER - BASE MATERIAL STUCCO AND PAINT FINISH.
20. PAINT 2 - BM 1040 - SPICE GOLD - STUCCO AND PAINT FINISH.
21. PAINT 3 - BM 1045 - LADY FINGER - BODY - STUCCO AND PAINT FINISH.
22. PAINT 4 - BM 1045 - LADY FINGER - BODY TOP PORTION - STUCCO AND PAINT FINISH.
23. PAINT 5 - SPANISH "S" TILE ROOF
24. PAINT 6 - BM 925 - MORY WHITE - TRIM -STUCCO AND PAINT FINISH & FASCIA BOARD.
25. LIMESTONE.

COLOR & FINISH LEGEND

PAINT 1 - BM 1047 - DEER PATH
BASE MATERIAL - STUCCO AND PAINT FINISH

PAINT 2 - BM 1045 - LADY FINGER
BODY - STUCCO AND PAINT FINISH

PAINT 3 - BM 1072 - SAND DUNES
BODY - STUCCO AND PAINT FINISH

PAINT 4 - BM 1072 - SAND DUNES
BODY TOP PORTION - STUCCO AND PAINT FINISH

PAINT 5 - SPANISH "S" TILE ROOF

PAINT 6 - BM 912 - LINEN WHITE
TRIM & FASCIA COLOR - STUCCO AND PAINT FINISH

PAINT 7 - BM 1232 - FRESH BREW
OUTLOOKERS COLOR

BUILDING SIGNAGE

1. MINIMUM 3/4" PLYWOOD BACKERBOARD REQUIRED AT SIGN LOCATIONS. AREA SHOULD COVER ENTIRE LENGTH AND HEIGHT OF FASCIA OR SPACE AVAILABLE FOR SIGN.
2. ELECTRICAL AND FINAL CONNECTION BY CONTRACTOR. ELECTRICAL REQUIREMENTS MAY BE OBTAINED FROM SIGN COMPANY. TYPICAL 120V REQUIREMENT.
3. RACEWAYS / WIREWAYS ARE NOT ALLOWED
4. PERMANENT ACCESS DOORS TO INTERIOR OF ALL PARAPETS WHERE SIGNS ARE LOCATED TO BE PROVIDED BY CONTRACTOR. CONTRACTOR TO FURNISH AND CONNECT PRIMARY ELECTRICAL SERVICE INSIDE PARAPET WALL.
5. GUESTROOMS OR PUBLIC SPACES WITH SIGNAGE ON EXTERIOR WALLS MUST HAVE ELECTRICAL PENETRATIONS AND/OR REMOTE TRANSFORMERS COORDINATED AND/OR INSTALLED PRIOR TO CLOSING UP THE WALL. PENETRATION LAYOUT MAY BE OBTAINED FROM SIGN COMPANY.

GENERAL NOTES:

1. ALL ROOF TOP EQUIPMENT, PLUMBING, VENTS, CONDENSING UNITS, EXHAUST FANS, BOILER FLUES, ETC. ARE TO BE CONCEALED FROM VIEW BEHIND PARAPET WALLS
2. GUTTERS SHALL BE PRE-FINISHED ALUMINUM, SMACNA RECTANGULAR TYPE GUTTER STYLE F SIZED AS REQ'D FOR LOCAL CLIMATE CONDITIONS, 3" MIN. HEIGHT GUTTERS SHALL HAVE CONTINUOS, NON-CORROSIVE LEAF SCREEN.
3. DOWNSPOUTS SHALL BE PRE-FINISHED ALUMINUM SIZED AS REQUIRED PER LOCAL CLIMATE CONDITIONS 3" X 4" MINIMUM.
4. DOWNSPOUT BOOT AND EXPOSED PORTIONS OF UNDERGROUND STORM WATER PIPE SHALL BE PAINTED TO MATCH DOWNSPOUTS.
5. SEE DOOR & WINDOW SCHEDULES, FOR ADDITIONAL INFORMATION.
6. PAINT ALL ROOFTOP MOUNTED DEVICES AND PENETRATIONS TO MATCH ADJACENT ROOF MATERIAL.

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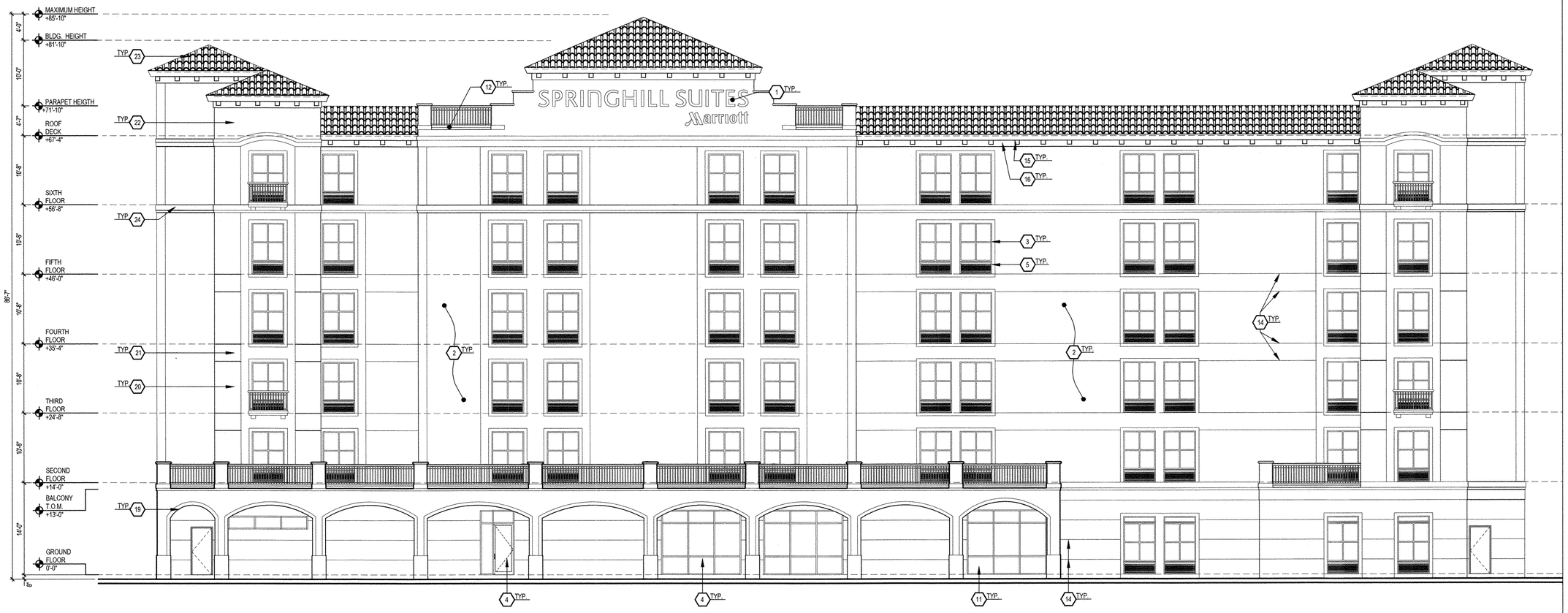
MIRAMAR HOTELS, LLC
CITY OF MIRAMAR, FLORIDA

ARCHITECT
33467 561-997-6698

NORTH EXTERIOR ELEVATION
SPRINGHILL SUITES for MIRAMAR PARK OF COMMERCE
George White
6127 C. DURHAM DRIVE, LAKE WORTH , FLORIDA

NORTH ELEVATION

A-130.1



SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

KEY NOTES:

1. SIGNAGE - COORDINATE ELECTRICAL REQUIREMENTS AS NEEDED. BACKLIGHTED, THERMO-PLASTIC SPRINGHILL SIGN. MARRIOTT SIGN TO BE SURFACE MOUNTED CHANNEL LETTERS. SEE SIGNAGE PACKAGE. SIGN LETTERS ARE TO BE THE BRAND COLOR BY DAY. WHITE AT NIGHT (DUAL-COLOR FILM). WHERE THE BUILDING COLOR IS MEDIUM TO DARK TONED, WHITE FACE LETTERS BY DAY & NIGHT SHOULD BE USED.
2. 5/8" STUCCO ON CMU
3. PRE-FINISHED ALUMINUM WINDOWS AS SCHEDULED, CLEAR GLASS
4. PRE-FINISHED ALUMINUM STOREFRONT AS SCHEDULED, CLEAR GLASS
5. PTAC LOUVERS FRAMED INTEGRAL WITH WIDOWS.
6. AUTOMATIC SLIDING DOORS
7. EXTERIOR WALL SCONCE
8. PAINTED INSULATED HOLLOW METAL DOOR AND FRAME
9. CLEARANCE SIGN
10. SLOPE DRIVE 1:48 MAX (1:64 RECOMMENDED) TO DRAIN OUT FROM UNDER CANOPY.
11. PROVIDE EXTERIOR LOUVERS TO MATCH LOOK OF PTAC-BASED WINDOWS. PROVIDE INSULATED PANEL BEHIND LOUVER AT NON-PTAC LOCATIONS.
12. PROVIDE METAL COPING AT PARAPETS.
13. MANUFACTURED STONE.
14. 1" X 3/4" STUCCO REVEAL.
15. 8" X 8" X 16" OUTLOOKER - BM 1232 - FRESH BREW - OUTLOOKERS COLOR.
16. 20" WIDE X 1/2" RAISED STUCCO BAND - BM 1040 - SPICE GOLD - STUCCO AND PAINT FINISH.
17. 6" WIDE X 1/2" RAISED STUCCO BAND - BM 925 - MORY WHITE - STUCCO AND PAINT FINISH.
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19. PAINT 1 - BM 1045 - LADY FINGER - BASE MATERIAL STUCCO AND PAINT FINISH.
20. PAINT 2 - BM 1040 - SPICE GOLD - STUCCO AND PAINT FINISH.
21. PAINT 3 - BM 1045 - LADY FINGER - BODY - STUCCO AND PAINT FINISH.
22. PAINT 4 - BM 1045 - LADY FINGER - BODY TOP PORTION - STUCCO AND PAINT FINISH.
23. PAINT 5 - SPANISH "S" TILE ROOF
24. PAINT 6 - BM 925 - MORY WHITE - TRIM -STUCCO AND PAINT FINISH & FASCIA BOARD.
25. LIMESTONE.

COLOR & FINISH LEGEND

PAINT 1 - BM 1047 - DEER PATH
BASE MATERIAL - STUCCO AND PAINT FINISH

PAINT 2 - BM 1045 - LADY FINGER
BODY - STUCCO AND PAINT FINISH

PAINT 3 - BM 1072 - SAND DUNES
BODY - STUCCO AND PAINT FINISH

PAINT 4 - BM 1072 - SAND DUNES
BODY TOP PORTION - STUCCO AND PAINT FINISH

PAINT 5 - SPANISH "S" TILE ROOF

PAINT 6 - BM 912 - LINEN WHITE
TRIM & FASCIA COLOR - STUCCO AND PAINT FINISH

PAINT 7 - BM 1232 - FRESH BREW
OUTLOOKERS COLOR

BUILDING SIGNAGE

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Revisions:
1 12/01/2015 DRC COMMENTS

SPRINGHILL SUITES® Marriott

SOUTH EXTERIOR ELEVATION

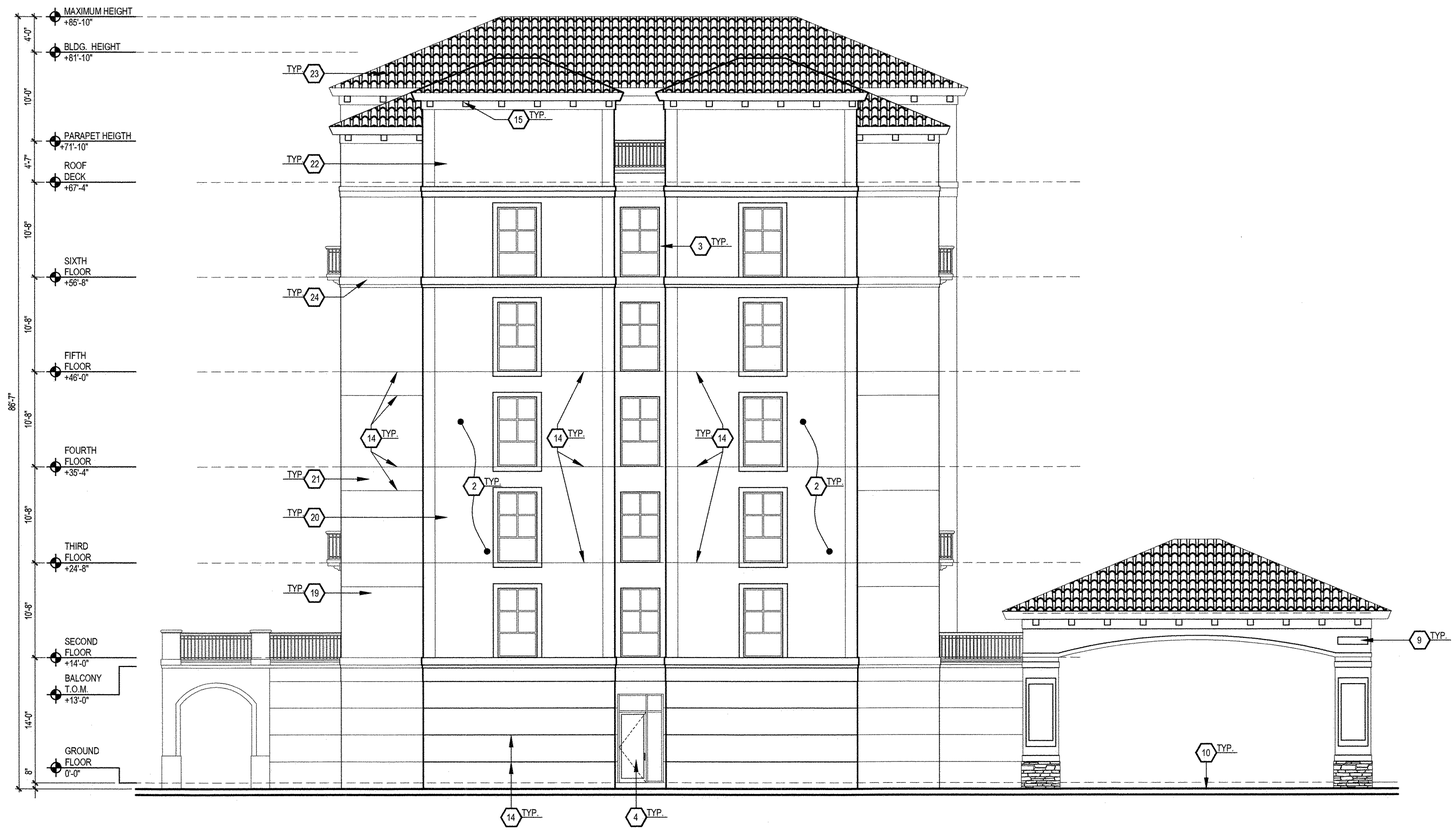
SPRINGHILL SUITES for MIRAMAR HOTELS, LLC
MIRAMAR PARK OF COMMERCE CITY OF MIRAMAR, FLORIDA

George White ARCHITECT
6127 C. DURHAM DRIVE, LAKE WORTH , FLORIDA 33467
561-997-6698

9/16/2016

SOUTH ELEVATION

A-130.2



EAST ELEVATION

SCALE: 1/8" = 1'-0"

KEY NOTES:

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22. PAINT 4 - BM 1045 - LADY FINGER - BODY TOP PORTION - STUCCO AND PAINT FINISH.
23. PAINT 5 - SPANISH "S" TILE ROOF
24. PAINT 6 - BM 925 - MORY WHITE - TRIM -STUCCO AND PAINT FINISH & FASCIA BOARD.
25. LIMESTONE.

COLOR & FINISH LEGEND

PAINT 1 - BM 1047 - DEER PATH
BASE MATERIAL - STUCCO AND PAINT FINISH

PAINT 2 - BM 1045 - LADY FINGER
BODY - STUCCO AND PAINT FINISH

PAINT 3 - BM 1072 - SAND DUNES
BODY - STUCCO AND PAINT FINISH

PAINT 4 - BM 1072 - SAND DUNES
BODY TOP PORTION - STUCCO AND PAINT FINISH

PAINT 5 - SPANISH "S" TILE ROOF

PAINT 6 - BM 912 - LINEN WHITE
TRIM & FASCIA COLOR - STUCCO AND PAINT FINISH

PAINT 7 - BM 1232 - FRESH BREW
OUTLOOKERS COLOR

BUILDING SIGNAGE

1. MINIMUM 3/4" PLYWOOD BACKERBOARD REQUIRED AT SIGN LOCATIONS. AREA SHOULD COVER ENTIRE LENGTH AND HEIGHT OF FASCIA OR SPACE AVAILABLE FOR SIGN.
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5. SEE DOOR & WINDOW SCHEDULES, FOR ADDITIONAL INFORMATION.
6. PAINT ALL ROOFTOP MOUNTED DEVICES AND PENETRATIONS TO MATCH ADJACENT ROOF MATERIAL.

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Revisions:
1 12/01/2015 DRC COMMENTS
2 02/03/2016 DRC COMMENTS

SPRINGHILL SUITES® Marriott

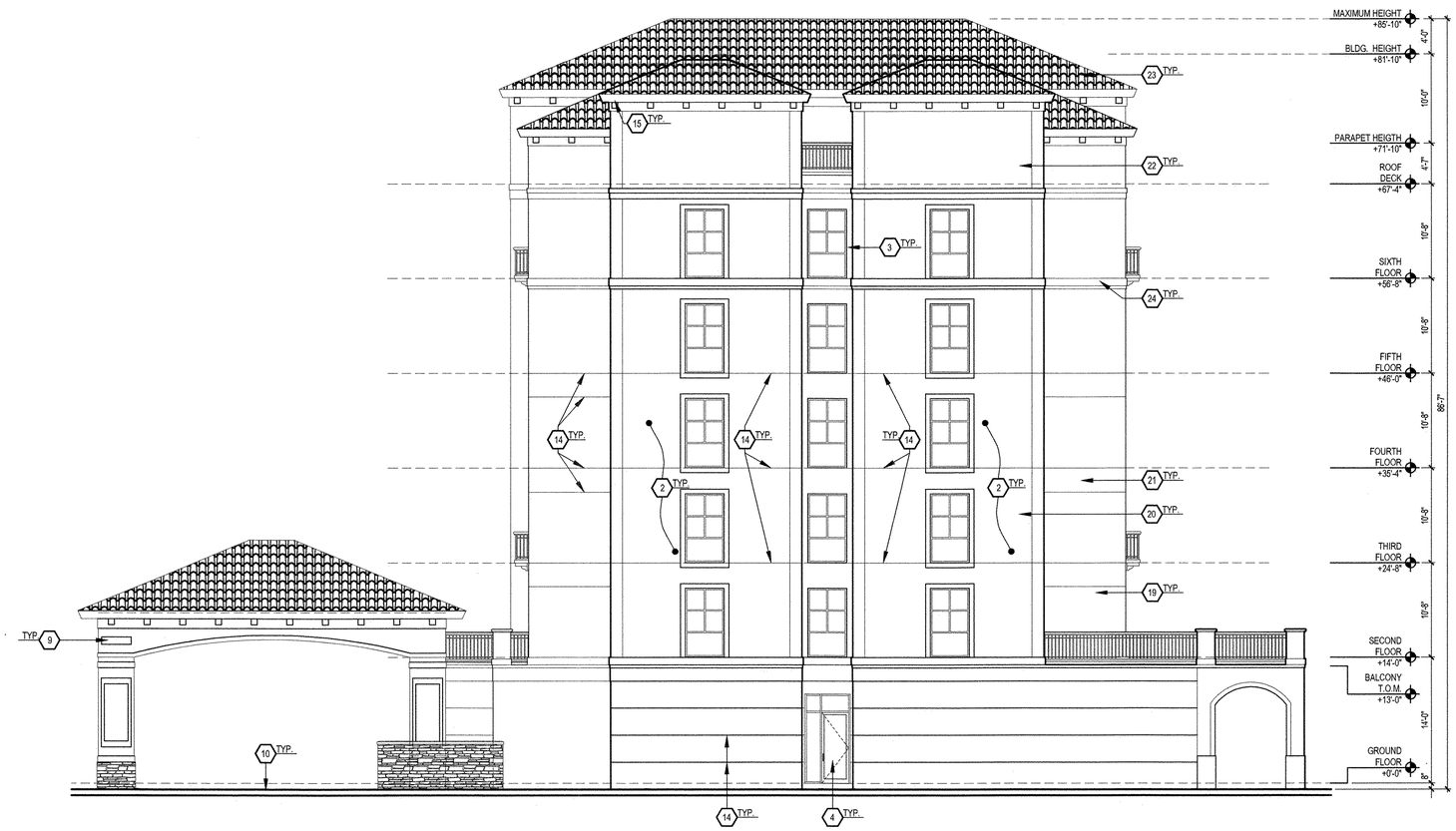
SPRINGHILL SUITES for MIRAMAR HOTELS, LLC
MIRAMAR PARK OF COMMERCE CITY OF MIRAMAR, FLORIDA

George White ARCHITECT
6127 C. DURHAM DRIVE, LAKE WORTH, FLORIDA 33467
561-997-6698

EAST EXTERIOR ELEVATIONS

EAST ELEVATION

A-130.3



WEST ELEVATION

SCALE: 1/8" = 1'-0"

KEY NOTES:

1. SIGNAGE - COORDINATE ELECTRICAL REQUIREMENTS AS NEEDED. BACKLIGHTED, THERMO-PLASTIC SPRINGHILL SIGN. MARRIOTT SIGN TO BE SURFACE MOUNTED CHANNEL LETTERS. SEE SIGNAGE PACKAGE. SIGN LETTERS ARE TO BE THE BRAND COLOR BY DAY. WHITE AT NIGHT (DUAL-COLOR FILM). WHERE THE BUILDING COLOR IS MEDIUM TO DARK TONED, WHITE FACE LETTERS BY DAY & NIGHT SHOULD BE USED.
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4. PRE-FINISHED ALUMINUM STOREFRONT AS SCHEDULED, CLEAR GLASS
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6. AUTOMATIC SLIDING DOORS
7. EXTERIOR WALL SCONCE
8. PAINTED INSULATED HOLLOW METAL DOOR AND FRAME
9. CLEARANCE SIGN
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22. PAINT 4 - BM 1045 - LADY FINGER - BODY TOP PORTION - STUCCO AND PAINT FINISH.
23. PAINT 5 - SPANISH "S" TILE ROOF
24. PAINT 6 - BM 925 - MORY WHITE - TRIM -STUCCO AND PAINT FINISH & FASCIA BOARD.
25. LIMESTONE.

COLOR & FINISH LEGEND

PAINT 1 - BM 1047 - DEER PATH
BASE MATERIAL - STUCCO AND PAINT FINISH

PAINT 2 - BM 1045 - LADY FINGER
BODY - STUCCO AND PAINT FINISH

PAINT 3 - BM 1072 - SAND DUNES
BODY - STUCCO AND PAINT FINISH

PAINT 4 - BM 1072 - SAND DUNES
BODY TOP PORTION - STUCCO AND PAINT FINISH

PAINT 5 - SPANISH "S" TILE ROOF

PAINT 6 - BM 912 - LINEN WHITE
TRIM & FASCIA COLOR - STUCCO AND PAINT FINISH

PAINT 7 - BM 1232 - FRESH BREW
OUTLOOKERS COLOR

BUILDING SIGNAGE

1. MINIMUM 3/4" PLYWOOD BACKERBOARD REQUIRED AT SIGN LOCATIONS. AREA SHOULD COVER ENTIRE LENGTH AND HEIGHT OF FASCIA OR SPACE AVAILABLE FOR SIGN.
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5. GUESTROOMS OR PUBLIC SPACES WITH SIGNAGE ON EXTERIOR WALLS MUST HAVE ELECTRICAL PENETRATIONS AND/OR REMOTE TRANSFORMERS COORDINATED AND/OR INSTALLED PRIOR TO CLOSING UP THE WALL. PENETRATION LAYOUT MAY BE OBTAINED FROM SIGN COMPANY.

GENERAL NOTES:

1. ALL ROOF TOP EQUIPMENT, PLUMBING, VENTS, CONDENSING UNITS, EXHAUST FANS, BOILER FLUES, ETC. ARE TO BE CONCEALED FROM VIEW BEHIND PARAPET WALLS
2. GUTTERS SHALL BE PRE-FINISHED ALUMINUM, SMACNA RECTANGULAR TYPE GUTTER STYLE F SIZED AS REQ'D FOR LOCAL CLIMATE CONDITIONS, 3" MIN. HEIGHT GUTTERS SHALL HAVE CONTINUOS, NON-CORROSIVE LEAF SCREEN.
3. DOWNSPOUTS SHALL BE PRE-FINISHED ALUMINUM SIZED AS REQUIRED PER LOCAL CLIMATE CONDITIONS 3" X 4" MINIMUM.
4. DOWNSPOUT BOOT AND EXPOSED PORTIONS OF UNDERGROUND STORM WATER PIPE SHALL BE PAINTED TO MATCH DOWNSPOUTS.
5. SEE DOOR & WINDOW SCHEDULES, FOR ADDITIONAL INFORMATION.
6. PAINT ALL ROOFTOP MOUNTED DEVICES AND PENETRATIONS TO MATCH ADJACENT ROOF MATERIAL.

Date: 9/15/2014
Project #: GW2014001
Drawn: GFW
ARC. Reg. #AR0009531
ARC. BUS. # AA26002745
Revisions:
1 12/01/2015 DRC COMMENTS
2 02/03/2016 DRC COMMENTS

SPRINGHILL SUITES® Marriott.

SPRINGHILL SUITES for MIRAMAR HOTELS, LLC
MIRAMAR PARK OF COMMERCE CITY OF MIRAMAR, FLORIDA

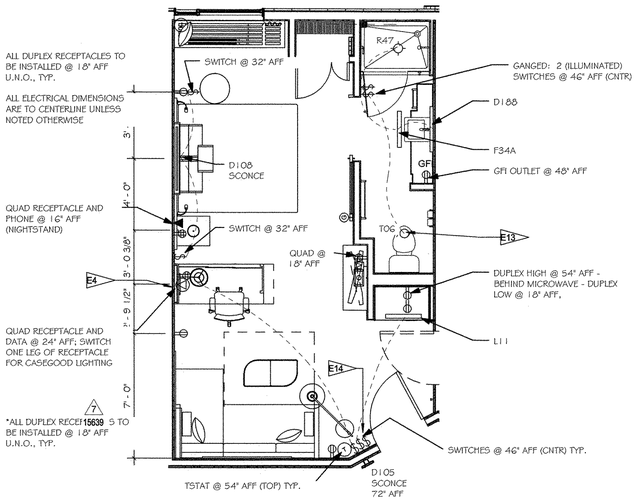
WEST EXTERIOR ELEVATIONS

George White ARCHITECT
6127 C. DURHAM DRIVE, LAKE WORTH , FLORIDA 33467 561-997-6698

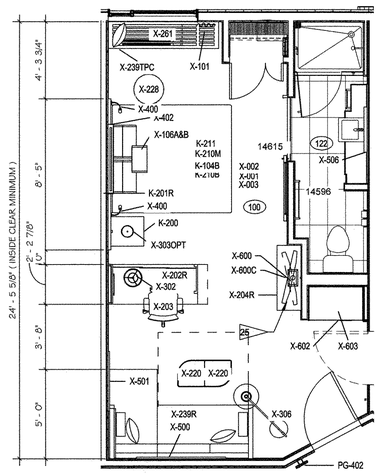
4/6/2016

WEST ELEVATION

A-130.4

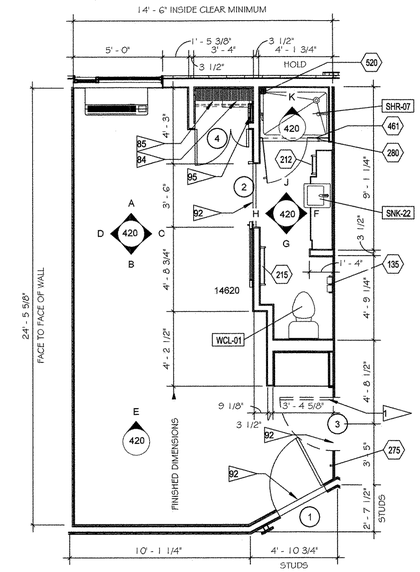


3 ELECTRICAL
1/4" = 1'-0"



2 FURNITURE
1/4" = 1'-0"

KING SHOWER FF&E RIGHT HAND SHOWN			
I.D. X-REF (RIGHT)	I.D. X-REF (LEFT)	Quantity	Description
K-104B	K-104B	1	KING BOXSPRING COVER
K-200	K-200	1	KING NIGHTSTAND
K-201R	K-201L	1	KING HEADBOARD RIGHT
K-210B	K-210B	1	KING BOX SPRING
K-210M	K-210M	1	KING MATTRESS
K-211	K-211	1	KING BED BASE
X-001	X-001	1	GR CARPET
X-002	X-002	1	GR CARPET BASE
X-003	X-003	1	GR CARPET PADDING
X-101	X-101	1	GUEST ROOM DRAPERY
X-106A&B	X-106A&B	1	BED SHAM
X-202R	X-202L	1	GUEST ROOM DESK RIGHT
X-203	X-203	1	GUEST ROOM DESK CHAIR
X-204R	X-204L	1	TV DRESSER RIGHT
X-220	X-220	2	BUNCHING TABLE
X-228	X-228	1	BEDSIDE TABLE
X-239R	X-239L	1	SOFA BED/CHAISE RIGHT
X-239TPC	X-239TPC	1	BENCH PILLOW
X-261	X-261	1	74" WINDOW BENCH
X-302	X-302	1	DESK LAMP
X-303OPT	X-303OPT	1	NIGHTSTAND LAMP
X-306	X-306	1	GUEST ROOM FLOOR LAMP
X-400	X-400	2	BED LAMP
X-402	X-402	1	WALL MTD BED LIGHT
X-500	X-500	1	GUEST ROOM ARTWORK 1
X-501	X-501	1	GUEST ROOM ARTWORK 2
X-506	X-506	1	ILLUMINATED SQUARE MIRROR
X-600	X-600	1	TV 37" FLAT SCREEN
X-600C	X-600C	1	TV MOUNT
X-602	X-602	1	MINI REFRIGERATOR
X-603	X-603	1	MINI-MICROWAVE



1 ARCHITECTURAL
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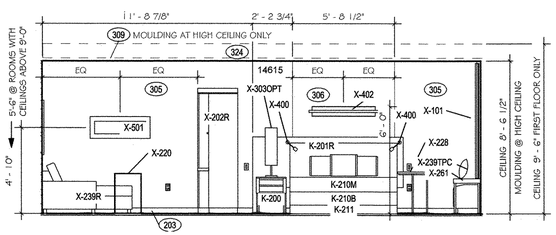
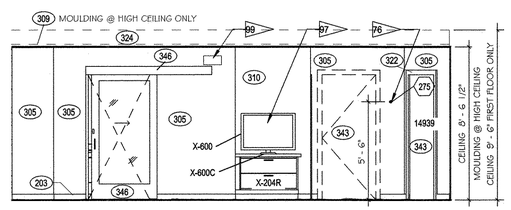
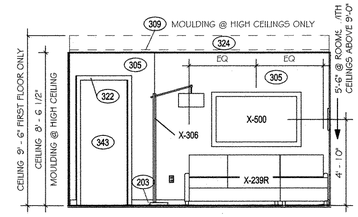


D ROOM ELEVATION
1/4" = 1'-0"



C ROOM ELEVATION
1/4" = 1'-0"



B ROOM ELEVATION
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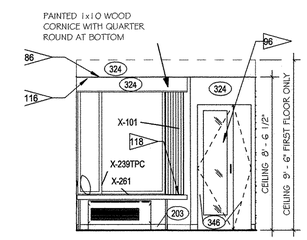
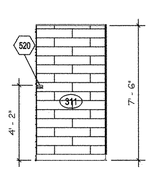
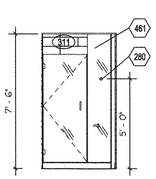


A ROOM ELEVATION
1/4" = 1'-0"



K BATH ELEVATION
1/4" = 1'-0"



J BATH ELEVATION
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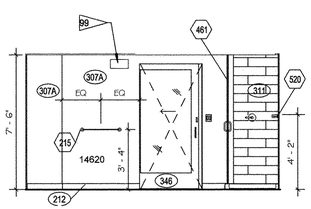
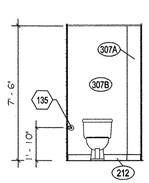
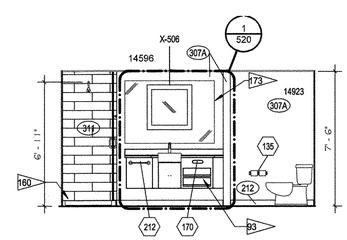


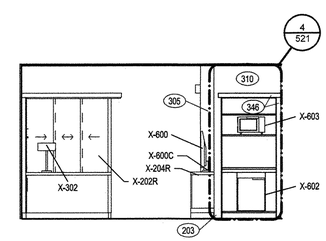
H BATH ELEVATION
1/4" = 1'-0"



G BATH ELEVATION
1/4" = 1'-0"



F BATH ELEVATION
1/4" = 1'-0"



E ROOM ELEVATION
1/4" = 1'-0"

REFERENCE NOTES

1. REFER TO SPECIFICATIONS FOR FINISH INDEX
2. REFER TO ENLARGED PLANS FOR PARTITION TYPES AT PUBLIC SPACE ADJACENCIES
3. REFER TO SHEET 004 FOR PARTITION ASSEMBLY TYPES
4. REFER TO SHEET A003 FOR ELECTRICAL SYMBOLS LEGEND
5. ELECTRICAL OUTLETS ARE MOUNTED AT STANDARD HEIGHT OF 18" UNLESS NOTED OTHERWISE
6. REFER TO GUESTROOM ELEVATIONS FOR MOUNTING CONFIGURATIONS OF OUTLETS
7. DIMENSIONING IS BASED ON WOOD FRAME CONSTRUCTION AND WALL ASSEMBLIES SHOWN ON SHEET 004 AND ON ENLARGED PLANS. ALL DIMENSIONS ARE TO FACE OF STUD, U.N.O. HOLD ALL CLEAR INTERIOR ROOM DIMENSIONS
8. WATER CLOSET WASTE LINES ARE TO BE LOCATED IN WALL CHASE, NOT IN EXTERIOR WALLS

CRITERIA NOTES

1 CONNECTING DOORS ARE REQUIRED PER MARRIOTT DESIGN AND CONSTRUCTION STANDARDS

25 OPTIONAL 42" TV - FF&E ITEM X-600OPT and TV MOUNT X-600COPT

76 LOCATE ROBE HOOK 2'-0" FROM DRY BAR IN ROOMS WITHOUT CONNECTOR DOOR

84 SEE SHEET 522 FOR ENLARGED CLOSET PLAN, ELEVATIONS AND 3D VIEW

85 SHELF SYSTEM AND ROD: SEE PROJECT MANUAL MASTER SECTION 10 57 23.13(MOUNT ACCESSIBLE - 48" AFF).

86 WHERE DRAPERY RODS ARE USED AT WINDOWS OR SLIDING DOORS PROVIDE CONTINUOUS SOLID WOOD BLOCKING IN CEILING FOR ATTACHMENT

92 THRESHOLD

93 REFER TO SHEET 520 FOR ALTERNATE VANITY OPTION PLAN, ELEVATION AND DETAILS

95 IRONING BOARD

96 DOOR MOUNTED INSET MIRROR

97 OPTIONAL WALL MOUNTED TV

99 GUESTROOM AUDIBLE / VISUAL ALARMS

116 ROLLER SHADE - REFER TO WINDOW TREATMENT ELEVATION.

118 CURTAIN TO CLEAR TOP OF BENCH BY 1/2" AND BE LOWER THAN WINDOW SILL

160 SCRIBE SHOWER SURROUNDS AT BOTTOM.

173 POLISHED EDGE MIRROR AVAILABLE AS OPTIONAL FFE ITEM X-506BOPT OR REFER TO CORRECT DIVISION IN MASTER SPECIFICATIONS FOR CONTRACTOR SUPPLIED DETAILS

E4 PLUG CASEGOOD MOUNTED WALL BRACKET, LED LIGHT INTO SWITCHED, ONE SIDE OUTLET

E13 WHEN CONTINUOUS VENTING IS USED USE LIGHTING FIXTURE T04, X-413ALT IN LIEU OF FAN/LIGHT COMBINATION.

E14 MASTER LIGHT SWITCH WITH SIGNAGE TO CONTROL ALL HARDWIRED LIGHTS IN GUESTROOM, WITH EXCEPTION OF BATHROOM

Date: 9/15/2014
Project #: GW2014001
Drawn: GFW
ARC. Reg. #AR0009531
ARC. BUS. # AA26002745
Revisions:

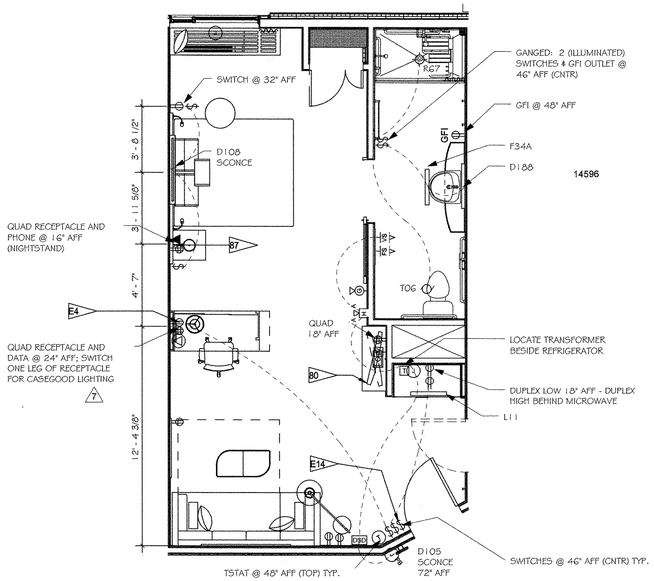
KING SHOWER GUESTROOM

SPRINGHILL SUITES for MIRAMAR HOTELS, LLC
MIRAMAR PARK OF COMMERCE CITY OF MIRAMAR, FLORIDA

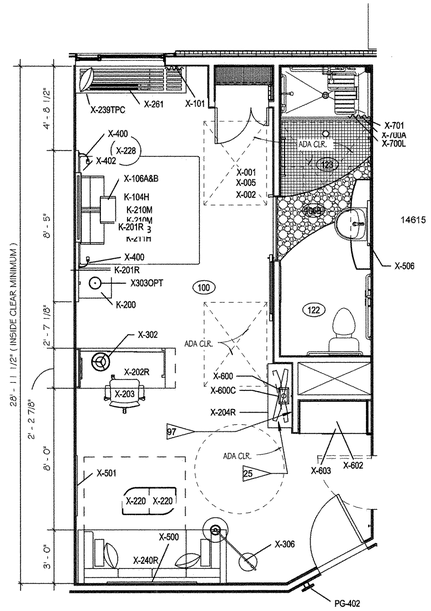
George White ARCHITECT
6127 C. DURHAM DRIVE, LAKE WORTH , FLORIDA 33467 561-997-6698

KING SHOWER GUESTROOM

A-420

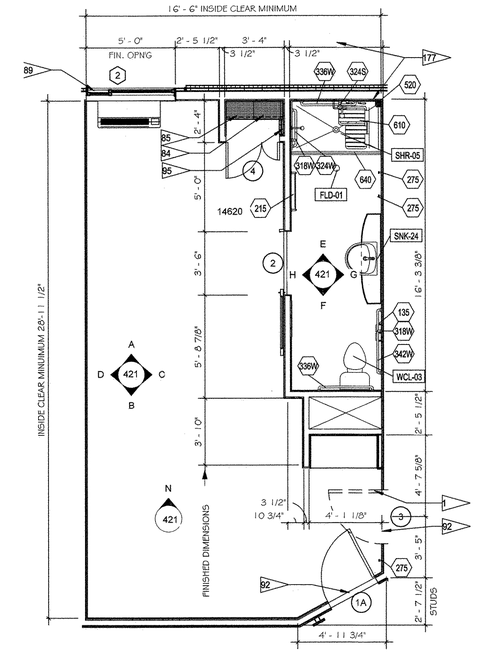


3 ELECTRICAL
1/4" = 1'-0"



2 FURNITURE
1/4" = 1'-0"

KING ROLL-IN FF&E RIGHT HAND SHOWN			
I.D. X-REF (RIGHT)	I.D. X-REF (LEFT)	Quantity	Description
K-104H	K-104H	1	KING ADA BEDSKIRT
K-200	K-200	1	KING NIGHTSTAND
K-201R	K-201L	1	KING HEADBOARD RIGHT
K-210B	K-210B	1	KING BOX SPRING
K-210M	K-210M	1	KING MATTRESS
K-211H	K-211H	1	ADA KING BEDFRAME
X303OPT	X-303OPT	1	NIGHTSTAND LAMP
X-001	X-001	1	GR CARPET
X-002	X-002	1	GR CARPET BASE
X-005	X-005	1	GR CARPET PADDING - ADA
X-101	X-101	1	GUEST ROOM DRAPERY
X-106A&B	X-106A&B	1	BED SHAM
X-202R	X-202L	1	GUEST ROOM DESK RIGHT
X-203	X-203	1	GUEST ROOM DESK CHAIR
X-204R	X-204L	1	TV DRESSER RIGHT
X-220	X-220	2	BUNCHING TABLE
X-228	X-228	1	BEDSIDE TABLE
X-239TPC	X-239TPC	1	BENCH PILLOW
X-240R	X-240L	1	LONG SLEEPER SOFA RIGHT
X-261	X-261	1	74" WINDOW BENCH
X-302	X-302	1	DESK LAMP
X-306	X-306	1	GUEST ROOM FLOOR LAMP
X-400	X-400	2	BED LAMP
X-402	X-402	1	WALL MTD BED LIGHT
X-500	X-500	1	GUEST ROOM ARTWORK 1
X-501	X-501	1	GUEST ROOM ARTWORK 2
X-506	X-506	1	ILLUMINATED SQUARE MIRROR
X-600	X-600	1	TV 37" FLAT SCREEN
X-600C	X-600C	1	TV MOUNT
X-602	X-602	1	MINI REFRIGERATOR
X-603	X-603	1	MINI-MICROWAVE
X-700A	X-700A	1	SHOWER CURTAIN HOOKS
X-700L	X-700L	1	SHOWER CURTAIN LINER
X-701	X-701	1	A SHOWER CURTAIN



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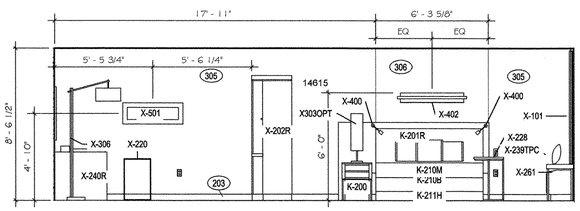
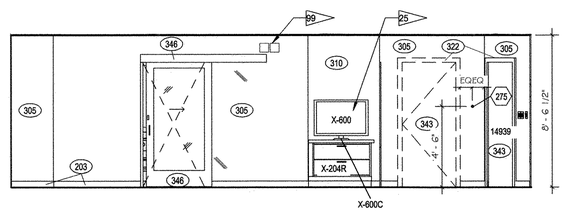


D ROOM ELEVATION
1/4" = 1'-0"



C ROOM ELEVATION
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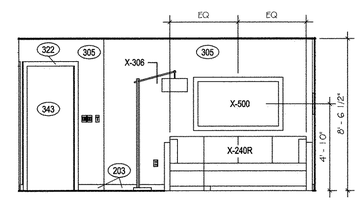

B ROOM ELEVATION
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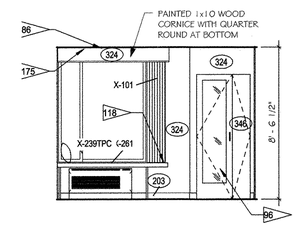

A ROOM ELEVATION
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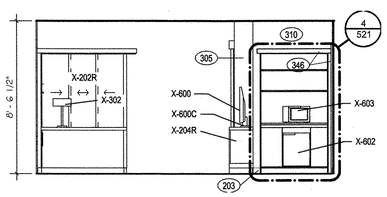

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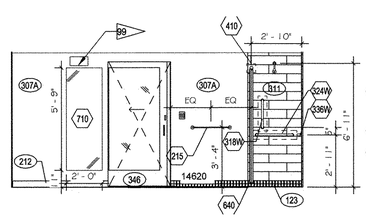
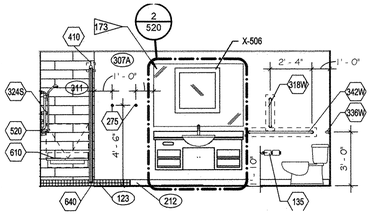
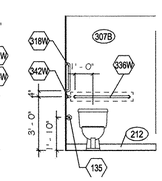


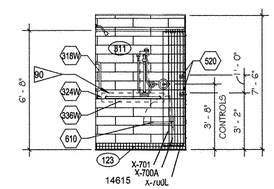
H BATH ELEVATION
1/4" = 1'-0"



G TOILET ROOM ELEVATION
1/4" = 1'-0"



F TOILET ROOM ELEVATION
1/4" = 1'-0"



E TOILET ROOM ELEVATION
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6. REFER TO GUESTROOM ELEVATIONS FOR MOUNTING CONFIGURATIONS OF OUTLETS
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8. WATER CLOSET WASTE LINES ARE TO BE LOCATED IN WALL CHASE, NOT IN EXTERIOR WALLS

CRITERIA NOTES

1 CONNECTING DOORS ARE REQUIRED PER MARRIOTT DESIGN AND CONSTRUCTION STANDARDS

25 OPTIONAL 42" TV - FF&E ITEM X-600OPT and TV MOUNT X-600COPT

80 AT HEARING IMPAIRED ROOM ONLY

84 SEE SHEET 522 FOR ENLARGED CLOSET PLAN, ELEVATIONS AND 3D VIEW

85 SHELF SYSTEM AND ROD: SEE PROJECT MANUAL MASTER SECTION 10 57 23.13(MOUNT ACCESSIBLE - 48" AFF).

86 WHERE DRAPERY RODS ARE USED AT WINDOWS OR SLIDING DOORS PROVIDE CONTINUOUS SOLID WOOD BLOCKING IN CEILING FOR ATTACHMENT

87 GANG OUTLETS AND SWITCHES AT THIS LOCATION @ HEIGHT SHOWN

89 SEE OVERALL PLANS FOR EXTERIOR COLUMN DIMENSIONS IN RELATION TO WINDOW PLACEMENT

90 PROVIDE BLOCKING FOR ALL ACCESSORIES

92 THRESHOLD

95 IRONING BOARD

96 DOOR MOUNTED INSET MIRROR

97 OPTIONAL WALL MOUNTED TV

99 GUESTROOM AUDIBLE / VISUAL ALARMS

118 CURTAIN TO CLEAR TOP OF BENCH BY 1/2" AND BE LOWER THAN WINDOW SILL

173 POLISHED EDGE MIRROR AVAILABLE AS OPTIONAL FFE ITEM X-506BOPT OR REFER TO CORRECT DIVISION IN MASTER SPECIFICATIONS FOR CONTRACTOR SUPPLIED DETAILS

175 ROLLER SHADE - REFER TO WINDOW TREATMENT ELEVATION. AT ACCESSIBLE UNITS WHERE STANDARD SHADES DO NOT MEET ACCESSIBILITY REQUIREMENTS, PROVIDE A MOTORIZED SHADE WITH 'J' BOX MOUNTED AT 42" A.F.F.

177 MINIMUM 5'-0" CLEAR. VERIFY SIZE OF PAN TO DETERMINE STUD TO STUD DIMENSIONS.

E4 PLUG CASEGOOD MOUNTED WALL BRACKET, LED LIGHT INTO SWITCHED, ONE SIDE OUTLET

E14 MASTER LIGHT SWITCH WITH SIGNAGE TO CONTROL ALL HARDWIRED LIGHTS IN GUESTROOM, WITH EXCEPTION OF BATHROOM

Date: 9/15/2014
Project #: GW2014001
Drawn: GFW
ARC. Reg. #AR0009531
ARC. BUS. # AA26002745
Revisions:

KING ACCESSIBLE ROLL-IN GUESTROOM

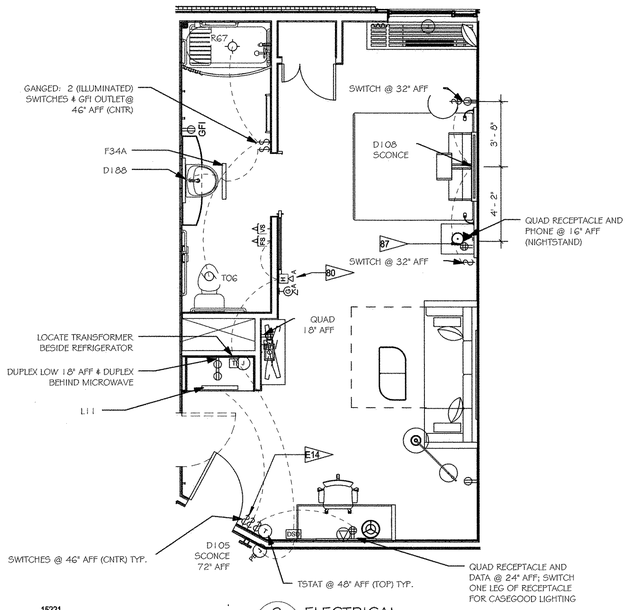
SPRINGHILL SUITES for MIRAMAR HOTELS, LLC

MIRAMAR PARK OF COMMERCE CITY OF MIRAMAR, FLORIDA

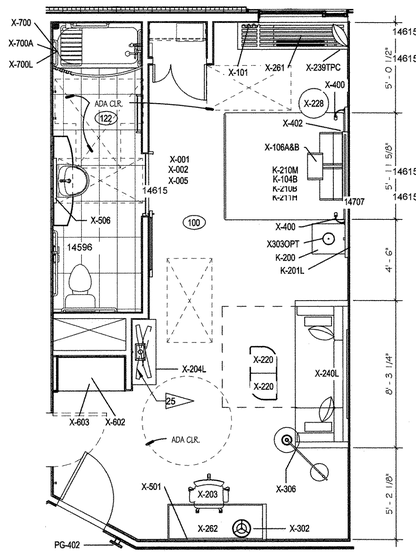
George White ARCHITECT
6127 C. DURHAM DRIVE, LAKE WORTH , FLORIDA 33467
561-997-6698

KING ACCESSIBLE ROLL-IN GUESTROOM

A-421

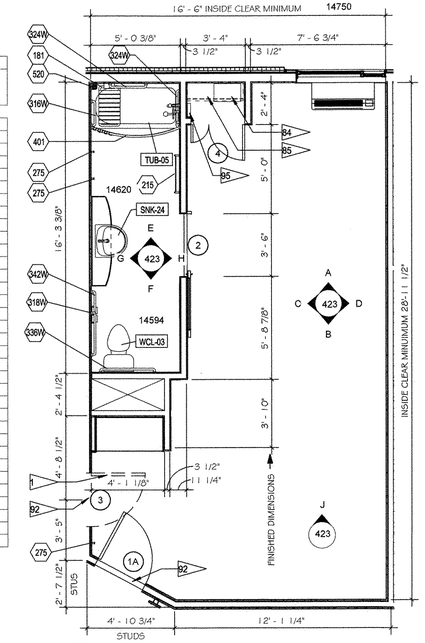


3 ELECTRICAL
1/4" = 1'-0"

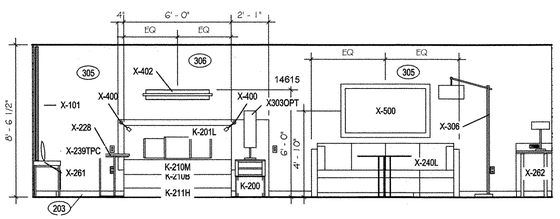


2 FURNITURE
1/4" = 1'-0"

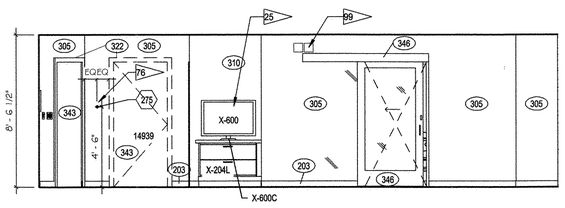
KING ACCESSIBLE TUB LEFT HAND SHOWN			
I.D. X-REF (RIGHT)	I.D. X-REF (LEFT)	Quantity	Description
K-104B	K-104B	1	KING BOXSPRING COVER
K-200	K-200	1	KING NIGHTSTAND
K-201R	K-201L	1	KING HEADBOARD LEFT
K-210B	K-210B	1	KING BOX SPRING
K-210M	K-210M	1	KING MATTRESS
K-211H	K-211H	1	ADA KING BEDFRAME
X-303OPT	X303OPT	1	NIGHTSTAND LAMP
X-001	X-001	1	GR CARPET
X-002	X-002	1	GR CARPET BASE
X-005	X-005	1	GR CARPET PADDING - ADA
X-101	X-101	1	GUEST ROOM DRAPERY
X-106A&B	X-106A&B	1	BED SHAM
X-203	X-203	1	GUEST ROOM DESK CHAIR
X-204R	X-204L	1	TV DRESSER LEFT
X-220	X-220	2	BUNCHING TABLE
X-228	X-228	1	BEDSIDE TABLE
X-239TPC	X-239TPC	1	BENCH PILLOW
X-240R	X-240L	1	LONG SLEEPER SOFA LEFT
X-261	X-261	1	74" WINDOW BENCH
X-262	X-262	1	GUEST ROOM ADA DESK
X-302	X-302	1	DESK LAMP
X-306	X-306	1	GUEST ROOM FLOOR LAMP
X-400	X-400	2	BED LAMP
X-402	X-402	1	WALL MTD BED LIGHT
X-500	X-500	1	GUEST ROOM ARTWORK 1
X-501	X-501	1	GUEST ROOM ARTWORK 2
X-506	X-506	1	ILLUMINATED SQUARE MIRROR
X-600	X-600	1	TV 37" FLAT SCREEN
X-600C	X-600C	1	TV MOUNT
X-602	X-602	1	MINI REFRIGERATOR
X-603	X-603	1	MINI-MICROWAVE
X-700	X-700	1	SHOWER CURTAIN
X-700A	X-700A	1	SHOWER CURTAIN HOOKS
X-700L	X-700L	1	SHOWER CURTAIN LINER



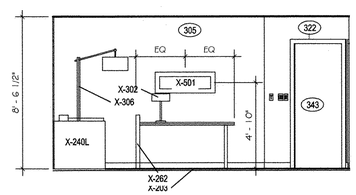
1 ARCHITECTURAL
1/4" = 1'-0"



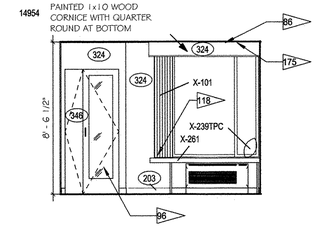
D ROOM ELEVATION
1/4" = 1'-0"



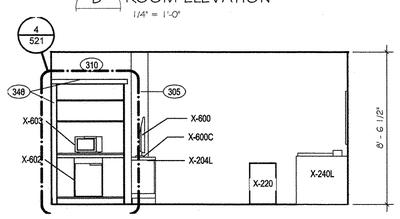
C ROOM ELEVATION
1/4" = 1'-0"



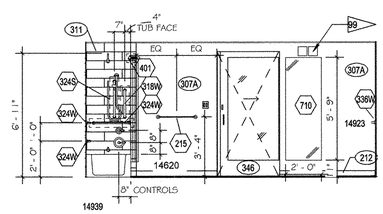
B ROOM ELEVATION
1/4" = 1'-0"



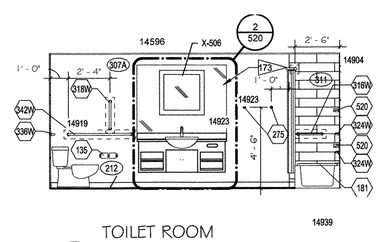
A ROOM ELEVATION
1/4" = 1'-0"



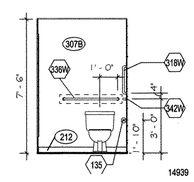
J ROOM ELEVATION
1/4" = 1'-0"



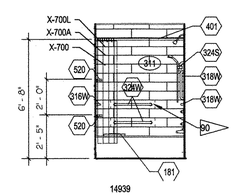
H BATH ELEVATION
1/4" = 1'-0"



G TOILET ROOM ELEVATION
1/4" = 1'-0"



F TOILET ROOM ELEVATION
1/4" = 1'-0"



E TOILET ROOM ELEVATION
1/4" = 1'-0"

REFERENCE NOTES

1. REFER TO SPECIFICATIONS FOR FINISH INDEX
2. REFER TO ENLARGED PLANS FOR PARTITION TYPES AT PUBLIC SPACE ADJACENCIES
3. REFER TO SHEET 004 FOR PARTITION ASSEMBLY TYPES
4. REFER TO SHEET A003 FOR ELECTRICAL SYMBOLS LEGEND
5. ELECTRICAL OUTLETS ARE MOUNTED AT STANDARD HEIGHT OF 18" UNLESS NOTED OTHERWISE
6. REFER TO GUESTROOM ELEVATIONS FOR MOUNTING CONFIGURATIONS OF OUTLETS
7. DIMENSIONING IS BASED ON WOOD FRAME CONSTRUCTION AND WALL ASSEMBLIES SHOWN ON SHEET 004 AND ON ENLARGED PLANS. ALL DIMENSIONS ARE TO FACE OF STUD, U.N.O. HOLD ALL CLEAR INTERIOR ROOM DIMENSIONS
8. WATER CLOSET WASTE LINES ARE TO BE LOCATED IN WALL CHASE, NOT IN EXTERIOR WALLS

CRITERIA NOTES

1 CONNECTING DOORS ARE REQUIRED PER MARRIOTT DESIGN AND CONSTRUCTION STANDARDS

25 OPTIONAL 42" TV - FF&E ITEM X-600OPT and TV MOUNT X-600COPT

76 LOCATE ROBE HOOK 2'-0" FROM DRY BAR IN ROOMS WITHOUT CONNECTOR DOOR

80 AT HEARING IMPAIRED ROOM ONLY

84 SEE SHEET 522 FOR ENLARGED CLOSET PLAN, ELEVATIONS AND 3D VIEW

85 SHELF SYSTEM AND ROD: SEE PROJECT MANUAL MASTER SECTION 10 57 23.13(MOUNT ACCESSIBLE - 48" AFF).

86 WHERE DRAPERY RODS ARE USED AT WINDOWS OR SLIDING DOORS PROVIDE CONTINUOUS SOLID WOOD BLOCKING IN CEILING FOR ATTACHMENT

87 GANG OUTLETS AND SWITCHES AT THIS LOCATION @ HEIGHT SHOWN

90 PROVIDE BLOCKING FOR ALL ACCESSORIES

92 THRESHOLD

95 IRONING BOARD

96 DOOR MOUNTED INSET MIRROR

99 GUESTROOM AUDIBLE / VISUAL ALARMS

118 CURTAIN TO CLEAR TOP OF BENCH BY 1/2" AND BE LOWER THAN WINDOW SILL

173 POLISHED EDGE MIRROR AVAILABLE AS OPTIONAL FFE ITEM X-508BOPT OR REFER TO CORRECT DIVISION IN MASTER SPECIFICATIONS FOR CONTRACTOR SUPPLIED DETAILS

175 ROLLER SHADE - REFER TO WINDOW TREATMENT ELEVATION. AT ACCESSIBLE UNITS WHERE STANDARD SHADES DO NOT MEET ACCESSIBILITY REQUIREMENTS, PROVIDE A MOTORIZED SHADE WITH 'J' BOX MOUNTED AT 42" A.F.F.

E14 MASTER LIGHT SWITCH WITH SIGNAGE TO CONTROL ALL HARDWIRED LIGHTS IN GUESTROOM, WITH EXCEPTION OF BATHROOM

Date: 9/15/2014
Project #: GW2014001
Drawn: GFW
ARC. Reg. #AR0009531
ARC. BUS. # AA26002745
Revisions:

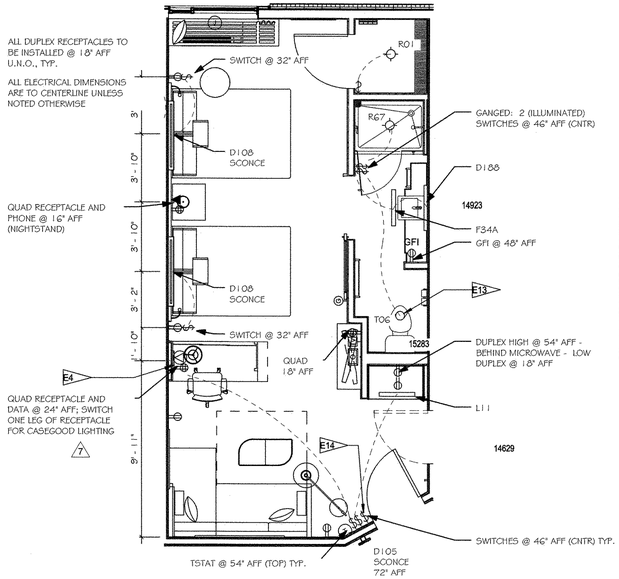
KING ACCESSIBLE TUB GUESTROOM

SPRINGHILL SUITES for MIRAMAR HOTELS, LLC
MIRAMAR PARK OF COMMERCE CITY OF MIRAMAR, FLORIDA

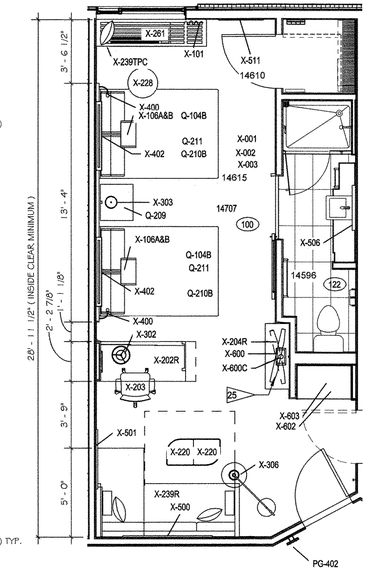
George White ARCHITECT
6127 C. DURHAM DRIVE, LAKE WORTH , FLORIDA 33467 561-997-6698

KING ACCESSIBLE TUB GUESTROOM

A-423

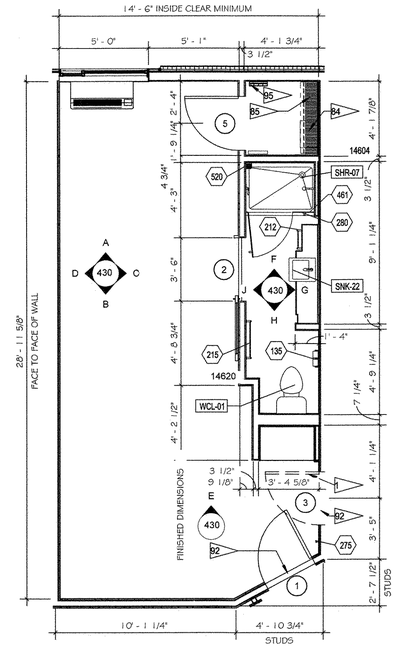


3 ELECTRICAL
1/4" = 1'-0"

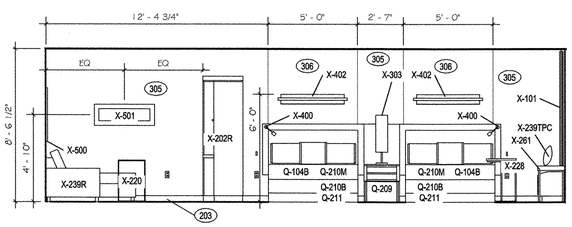


2 FURNITURE
1/4" = 1'-0"

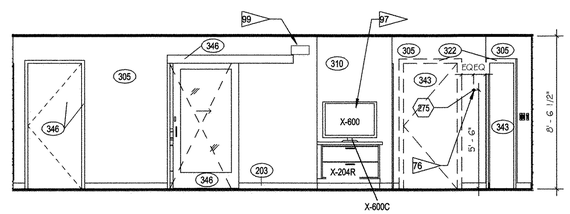
Q/Q SHOWER FF&E RIGHT HAND SHOWN			
I.D. X-REF (RIGHT)	I.D. X-REF (LEFT)	Quantity	Description
Q-104B	Q-104B	2	QUEEN BOXSPRING COVER
Q-201	Q-201	1	QUEEN HEADBOARD
Q-209	Q-209	1	QUEEN 24" NIGHTSTAND
Q-210B	Q-210B	2	QUEEN BOX SPRINGS
Q-210M	Q-210M	2	QUEEN MATTRESS
Q-211	Q-211	2	QUEEN BED BASE
X-001	X-001	1	GR CARPET
X-002	X-002	1	GR CARPET BASE
X-003	X-003	1	GR CARPET PADDING
X-101	X-101	1	GUEST ROOM DRAPERY
X-106A&B	X-106A&B	2	BED SHAM
X-202R	X-202L	1	GUEST ROOM DESK RIGHT
X-203	X-203	1	GUEST ROOM DESK CHAIR
X-204R	X-204L	1	TV DRESSER RIGHT
X-220	X-220	2	BUNCHING TABLE
X-228	X-228	1	BEDSIDE TABLE
X-239R	X-239L	1	SOFA BED/CHAISE RIGHT
X-239TPC	X-239TPC	1	BENCH PILLOW
X-261	X-261	1	74" WINDOW BENCH
X-302	X-302	1	DESK LAMP
X-303	X303	1	NIGHTSTAND LAMP
X-306	X-306	1	GUEST ROOM FLOOR LAMP
X-400	X-400	2	BED LAMP
X-402	X-402	2	WALL MTD BED LIGHT
X-500	X-500	1	GUEST ROOM ARTWORK 1
X-501	X-501	1	GUEST ROOM ARTWORK 2
X-506	X-506	1	ILLUMINATED SQUARE MIRROR
X-511	X-511	1	26" x 78" MIRROR
X-600	X-600	1	TV 37" FLAT SCREEN
X-600C	X-600C	1	TV MOUNT
X-602	X-602	1	MINI REFRIGERATOR
X-603	X-603	1	MINI-MICROWAVE



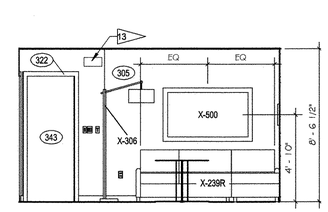
1 ARCHITECTURAL
1/4" = 1'-0"



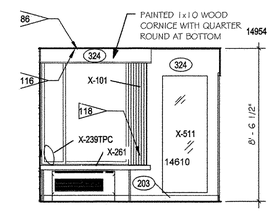
D ROOM ELEVATION
1/4" = 1'-0"



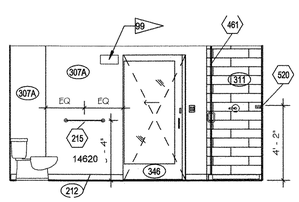
C ROOM ELEVATION
1/4" = 1'-0"



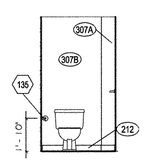
B ROOM ELEVATION
1/4" = 1'-0"



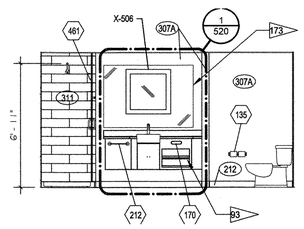
A ROOM ELEVATION
1/4" = 1'-0"



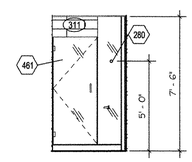
J BATH ELEVATION
1/4" = 1'-0"



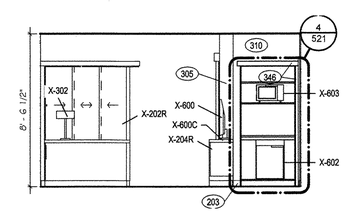
H BATH ELEVATION
1/4" = 1'-0"



G BATH ELEVATION
1/4" = 1'-0"



F BATH ELEVATION
1/4" = 1'-0"



E ROOM ELEVATION
1/4" = 1'-0"

REFERENCE NOTES

1. REFER TO SPECIFICATIONS FOR FINISH INDEX
2. REFER TO ENLARGED PLANS FOR PARTITION TYPES AT PUBLIC SPACE ADJACENCIES
3. REFER TO SHEET 004 FOR PARTITION ASSEMBLY TYPES
4. REFER TO SHEET A003 FOR ELECTRICAL SYMBOLS LEGEND
5. ELECTRICAL OUTLETS ARE MOUNTED AT STANDARD HEIGHT OF 18" UNLESS NOTED OTHERWISE
6. REFER TO GUESTROOM ELEVATIONS FOR MOUNTING CONFIGURATIONS OF OUTLETS
7. DIMENSIONING IS BASED ON WOOD FRAME CONSTRUCTION AND WALL ASSEMBLIES SHOWN ON SHEET 004 AND ON ENLARGED PLANS. ALL DIMENSIONS ARE TO FACE OF STUD, U.N.O. HOLD ALL CLEAR INTERIOR ROOM DIMENSIONS
8. WATER CLOSET WASTE LINES ARE TO BE LOCATED IN WALL CHASE, NOT IN EXTERIOR WALLS

CRITERIA NOTES

1 CONNECTING DOORS ARE REQUIRED PER MARRIOTT DESIGN AND CONSTRUCTION STANDARDS

13 MAGNETIC HOLD OPEN AT STAIR DOOR – TIED TO FIRE ALARM

25 OPTIONAL 42" TV - FF&E ITEM X-600OPT and TV MOUNT X-600COPT

76 LOCATE ROBE HOOK 2'-0" FROM DRY BAR IN ROOMS WITHOUT CONNECTOR DOOR

83 FOR LIGHT COVE DETAILING REFER TO SHEET 520.

84 SEE SHEET 522 FOR ENLARGED CLOSET PLAN, ELEVATIONS AND 3D VIEW

85 SHELF SYSTEM AND ROD: SEE PROJECT MANUAL MASTER SECTION 10 57 23.13(MOUNT ACCESSIBLE - 48" AFF).

86 WHERE DRAPERY RODS ARE USED AT WINDOWS OR SLIDING DOORS PROVIDE CONTINUOUS SOLID WOOD BLOCKING IN CEILING FOR ATTACHMENT

92 THRESHOLD

93 REFER TO SHEET 520 FOR ALTERNATE VANITY OPTION PLAN, ELEVATION AND DETAILS

95 IRONING BOARD

97 OPTIONAL WALL MOUNTED TV

99 GUESTROOM AUDIBLE / VISUAL ALARMS

116 ROLLER SHADE - REFER TO WINDOW TREATMENT ELEVATION.

118 CURTAIN TO CLEAR TOP OF BENCH BY 1/2" AND BE LOWER THAN WINDOW SILL

173 POLISHED EDGE MIRROR AVAILABLE AS OPTIONAL FFE ITEM X-506BOPT OR REFER TO CORRECT DIVISION IN MASTER SPECIFICATIONS FOR CONTRACTOR SUPPLIED DETAILS

E4 PLUG CASEGOOD MOUNTED WALL BRACKET, LED LIGHT INTO SWITCHED, ONE SIDE OUTLET

E13 WHEN CONTINUOUS VENTING IS USED USE LIGHTING FIXTURE T04, X-413ALT IN LIEU OF FAN/LIGHT COMBINATION.

E14 MASTER LIGHT SWITCH WITH SIGNAGE TO CONTROL ALL HARDWIRED LIGHTS IN GUESTROOM, WITH EXCEPTION OF BATHROOM

Date: 9/15/2014
Project #: GW2014001
Drawn: GFW
ARC. Reg. #AR0009531
ARC. BUS. # AA26002745
Revisions:

QUEEN QUEEN SHOWER GUESTROOM

SPRINGHILL SUITES for MIRAMAR HOTELS, LLC

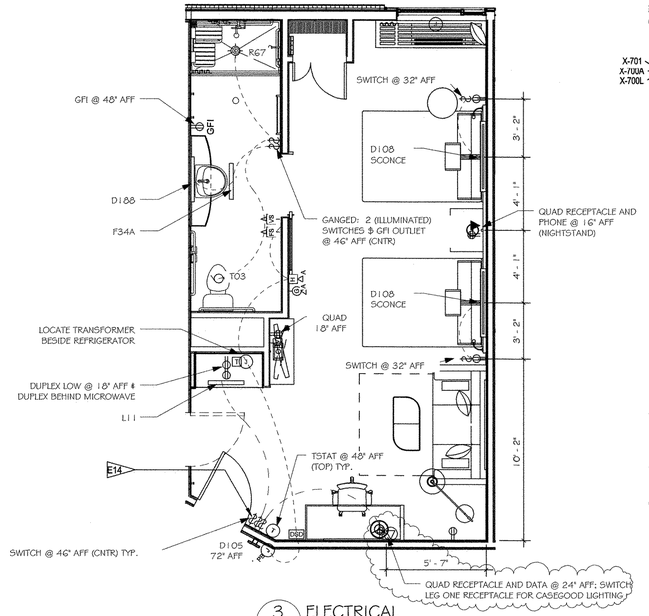
MIRAMAR PARK OF COMMERCE CITY OF MIRAMAR, FLORIDA

George White ARCHITECT

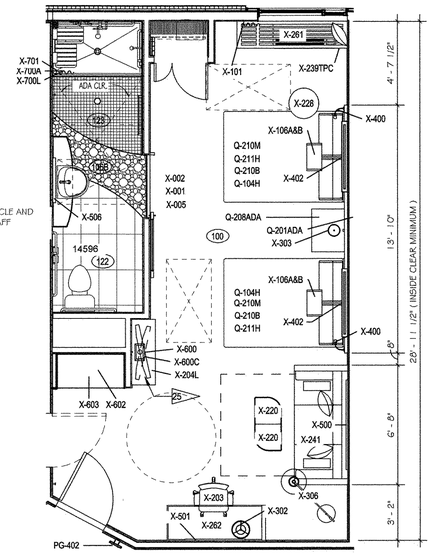
6127 C. DURHAM DRIVE, LAKE WORTH , FLORIDA 33467 561-997-6698

QUEEN QUEEN SHOWER GUESTROOM

A-430

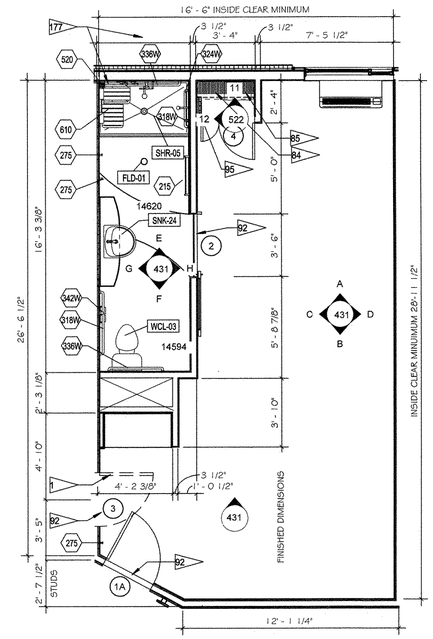


3 ELECTRICAL
1/4" = 1'-0"

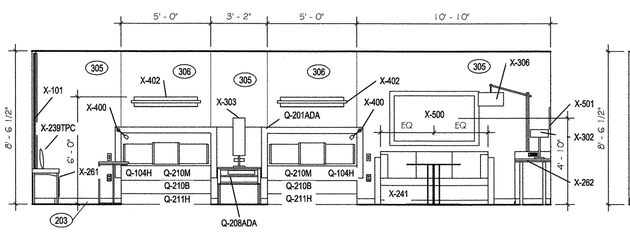


2 FURNITURE
1/4" = 1'-0"

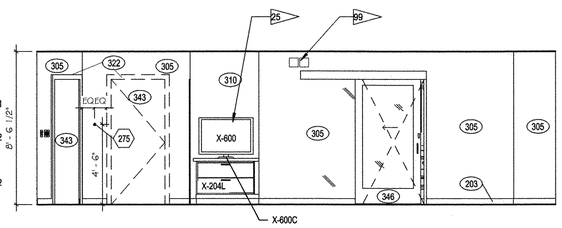
Q/Q ROLL-IN FF&E LEFT HAND SHOWN			
I.D. X-REF (RIGHT)	I.D. X-REF (LEFT)	Quantity	DESCRIPTION
Q-104H	Q-104H	2	QUEEN ADA BEDSKIRT
Q-201ADA	Q-201ADA	1	ADA QUEEN HEADBOARD
Q-208ADA	Q-208ADA	1	24x22 NIGHT STAND
Q-210B	Q-210B	2	QUEEN BOX SPRINGS
Q-210M	Q-210M	2	QUEEN MATTRESS
Q-211H	Q-211H	2	ADA QUEEN BEDFRAME
X-001	X-001	1	GR CARPET
X-002	X-002	1	GR CARPET BASE
X-005	X-005	1	GR CARPET PADDING - ADA
X-101	X-101	1	GUEST ROOM DRAPERY
X-106A&B	X-106A&B	2	BED SHAM
X-203	X-203	1	GUEST ROOM DESK CHAIR
X-204R	X-204L	1	TV DRESSER LEFT
X-220	X-220	2	BUNCHING TABLE
X-228	X-228	1	BEDSIDE TABLE
X-239TPC	X-239TPC	1	BENCH PILLOW
X-241	X-241	1	SLEEPER SOFA
X-261	X-261	1	74" WINDOW BENCH
X-262	X-262	1	GUEST ROOM ADA DESK
X-302	X-302	1	DESK LAMP
X303	X-303	1	NIGHTSTAND LAMP
X-306	X-306	1	GUEST ROOM FLOOR LAMP
X-400	X-400	2	BED LAMP
X-402	X-402	2	WALL MTD BED LIGHT
X-500	X-500	1	GUEST ROOM ARTWORK 1
X-501	X-501	1	GUEST ROOM ARTWORK 2
X-506	X-506	1	ILLUMINATED SQUARE MIRROR
X-600	X-600	1	TV 37" FLAT SCREEN
X-600C	X-600C	1	TV MOUNT
X-602	X-602	1	MINI REFRIGERATOR
X-603	X-603	1	MINI-MICROWAVE
X-700A	X-700A	1	SHOWER CURTAIN HOOKS
X-700L	X-700L	1	SHOWER CURTAIN LINER
X-701	X-701	1	A SHOWER CURTAIN



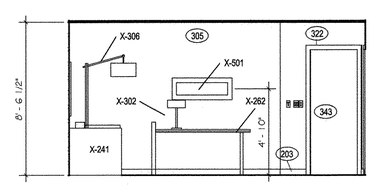
1 ARCHITECTURAL
1/4" = 1'-0"



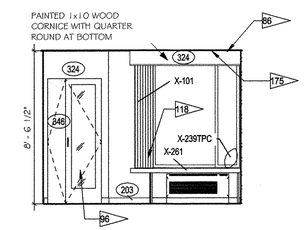
D ROOM ELEVATION
1/4" = 1'-0"



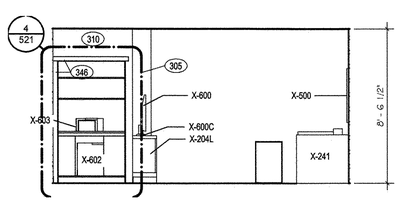
C ROOM ELEVATION
1/4" = 1'-0"



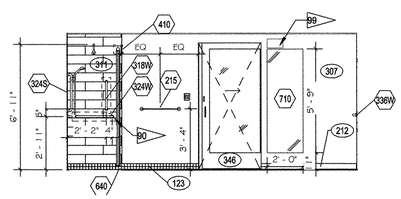
B ROOM ELEVATION
1/4" = 1'-0"



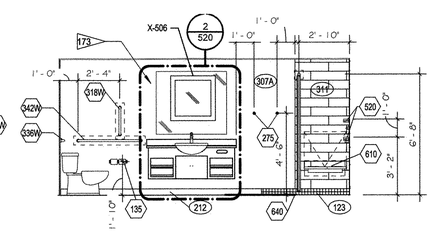
A ROOM ELEVATION
1/4" = 1'-0"



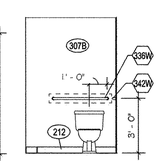
J ROOM ELEVATION
1/4" = 1'-0"



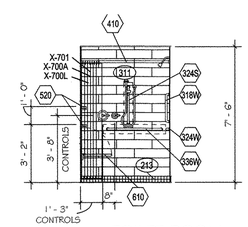
H TOILET ROOM ELEVATION
1/4" = 1'-0"



G TOILET ROOM ELEVATION
1/4" = 1'-0"



F TOILET ROOM ELEVATION
1/4" = 1'-0"



E TOILET ROOM ELEVATION
1/4" = 1'-0"

REFERENCE NOTES

1. REFER TO SPECIFICATIONS FOR FINISH INDEX
2. REFER TO ENLARGED PLANS FOR PARTITION TYPES AT PUBLIC SPACE ADJACENCIES
3. REFER TO SHEET 004 FOR PARTITION ASSEMBLY TYPES
4. REFER TO SHEET A003 FOR ELECTRICAL SYMBOLS LEGEND
5. ELECTRICAL OUTLETS ARE MOUNTED AT STANDARD HEIGHT OF 18" UNLESS NOTED OTHERWISE
6. REFER TO GUESTROOM ELEVATIONS FOR MOUNTING CONFIGURATIONS OF OUTLETS
7. DIMENSIONING IS BASED ON WOOD FRAME CONSTRUCTION AND WALL ASSEMBLIES SHOWN ON SHEET 004 AND ON ENLARGED PLANS. ALL DIMENSIONS ARE TO FACE OF STUD, U.N.O. HOLD ALL CLEAR INTERIOR ROOM DIMENSIONS
8. WATER CLOSET WASTE LINES ARE TO BE LOCATED IN WALL CHASE, NOT IN EXTERIOR WALLS

CRITERIA NOTES

1 CONNECTING DOORS ARE REQUIRED PER MARRIOTT DESIGN AND CONSTRUCTION STANDARDS

25 OPTIONAL 42" TV - FF&E ITEM X-600OPT and TV MOUNT X-600COPT

84 SEE SHEET 522 FOR ENLARGED CLOSET PLAN, ELEVATIONS AND 3D VIEW

85 SHELF SYSTEM AND ROD: SEE PROJECT MANUAL MASTER SECTION 10 57 23.13(MOUNT ACCESSIBLE - 48" AFF).

86 WHERE DRAPERY RODS ARE USED AT WINDOWS OR SLIDING DOORS PROVIDE CONTINUOUS SOLID WOOD BLOCKING IN CEILING FOR ATTACHMENT

90 PROVIDE BLOCKING FOR ALL ACCESSORIES

92 THRESHOLD

95 IRONING BOARD

96 DOOR MOUNTED INSET MIRROR

99 GUESTROOM AUDIBLE / VISUAL ALARMS

118 CURTAIN TO CLEAR TOP OF BENCH BY 1/2" AND BE LOWER THAN WINDOW SILL

173 POLISHED EDGE MIRROR AVAILABLE AS OPTIONAL FFE ITEM X-506BOPT OR REFER TO CORRECT DIVISION IN MASTER SPECIFICATIONS FOR CONTRACTOR SUPPLIED DETAILS

175 ROLLER SHADE - REFER TO WINDOW TREATMENT ELEVATION. AT ACCESSIBLE UNITS WHERE STANDARD SHADES DO NOT MEET ACCESSIBILITY REQUIREMENTS, PROVIDE A MOTORIZED SHADE WITH "J" BOX MOUNTED AT 42" A.F.F.

177 MINIMUM 5'-0" CLEAR. VERIFY SIZE OF PAN TO DETERMINE STUD TO STUD DIMENSIONS.

E14 MASTER LIGHT SWITCH WITH SIGNAGE TO CONTROL ALL HARDWIRED LIGHTS IN GUESTROOM, WITH EXCEPTION OF BATHROOM

Date: 9/15/2014
Project #: GW2014001
Drawn: GFW
ARC. Reg. #AR0009531
ARC. BUS. # AA26002745
Revisions:

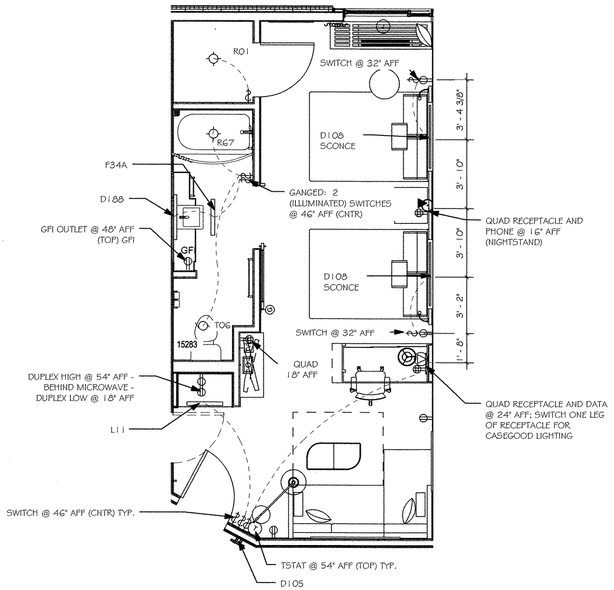
ROLL-IN
SPRINGHILL SUITES for MIRAMAR HOTELS, LLC
MIRAMAR PARK OF COMMERCE CITY OF MIRAMAR, FLORIDA

George White ARCHITECT
6127 C. DURHAM DRIVE, LAKE WORTH , FLORIDA 33467 561-997-6698

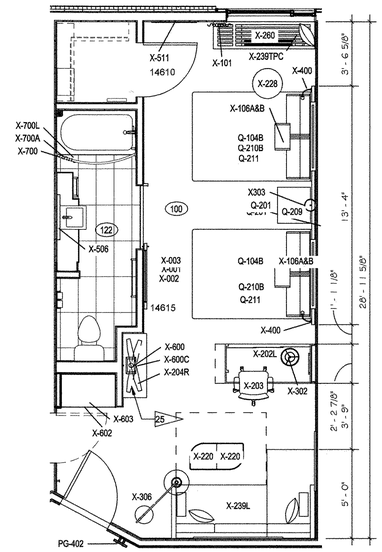
QUEEN QUEEN ACCESSIBLE ROLL-IN GUESTROOM

QUEEN QUEEN ACCESSIBLE ROLL-IN GUESTROOM

A-431

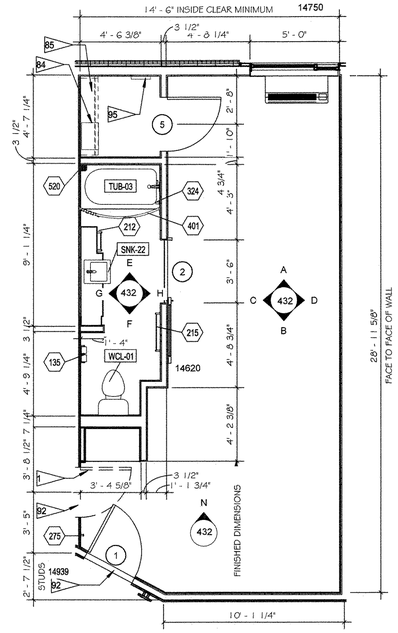


3 ELECTRICAL
1/4" = 1'-0"

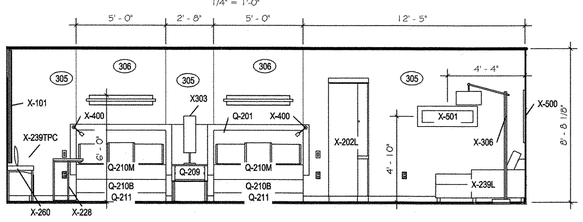


2 FURNITURE
1/4" = 1'-0"

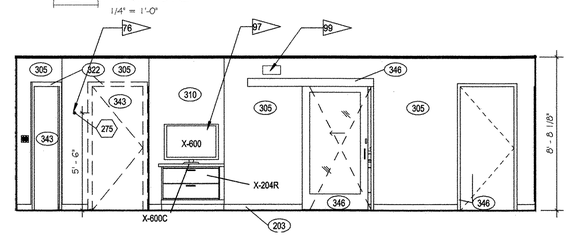
Q/Q 4'-6" TUB LEFT HAND SHOWN			
I.D. X-REF (RIGHT)	I.D. X-REF (LEFT)	Quantity	Description
Q-104B	Q-104B	2	QUEEN BOXSPRING COVER
Q-201	Q-201	1	QUEEN HEADBOARD
Q-209	Q-209	1	QUEEN 24" NIGHTSTAND
Q-210B	Q-210B	2	QUEEN BOX SPRINGS
Q-210M	Q-210M	2	QUEEN MATTRESS
Q-211	Q-211	2	QUEEN BED BASE
X303	X303	1	NIGHTSTAND LAMP
X-001	X-001	1	GR CARPET
X-002	X-002	1	GR CARPET BASE
X-003	X-003	1	GR CARPET PADDING
X-101	X-101	1	GUEST ROOM DRAPERY
X-106A&B	X-106A&B	2	BED SHAM
X-202R	X-202L	1	GUEST ROOM DESK LEFT
X-203	X-203	1	GUEST ROOM DESK CHAIR
X-204L	X-204R	1	TV DRESSER RIGHT
X-220	X-220	2	BUNCHING TABLE
X-228	X-228	1	BEDSIDE TABLE
X-239R	X-239L	1	SOFA BED/CHAISE RIGHT
X-239TPC	X-239TPC	1	BENCH PILLOW
X-260	X-260	1	65" WINDOW BENCH
X-302	X-302	1	DESK LAMP
X-306	X-306	1	GUEST ROOM FLOOR LAMP
X-400	X-400	2	BED LAMP
X-402	X-402	2	WALL MTD BED LIGHT
X-500	X-500	1	GUEST ROOM ARTWORK 1
X-501	X-501	1	GUEST ROOM ARTWORK 2
X-511	X-511	1	26" x 78" MIRROR
X-600	X-600	1	TV 37" FLAT SCREEN
X-600C	X-600C	1	TV MOUNT
X-602	X-602	1	MINI REFRIGERATOR
X-603	X-603	1	MINI-MICROWAVE
X-700	X-700	1	SHOWER CURTAIN
X-700A	X-700A	1	SHOWER CURTAIN HOOKS
X-700L	X-700L	1	SHOWER CURTAIN LINER



1 ARCHITECTURAL
1/4" = 1'-0"



D ROOM ELEVATION
1/4" = 1'-0"



C ROOM ELEVATION
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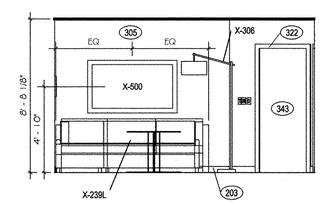
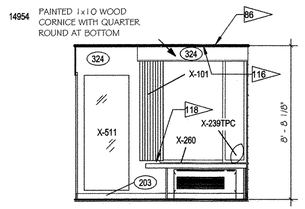
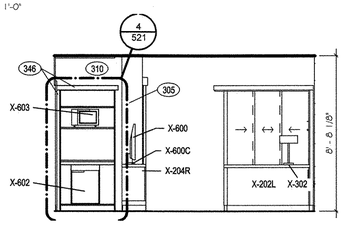


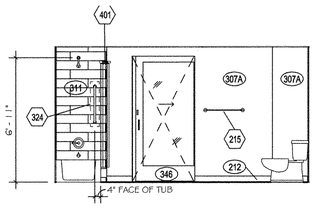
B ROOM ELEVATION
1/4" = 1'-0"



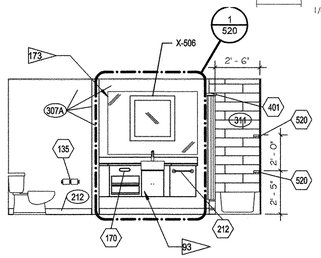
A ROOM ELEVATION
1/4" = 1'-0"



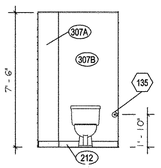
N ROOM ELEVATION
1/4" = 1'-0"



H TOILET ROOM ELEVATION
1/4" = 1'-0"



G TOILET ROOM ELEVATION
1/4" = 1'-0"



F TOILET ROOM ELEVATION
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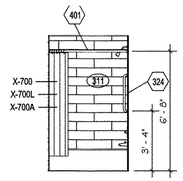

E TOILET ROOM ELEVATION
1/4" = 1'-0"

REFERENCE NOTES

1. REFER TO SPECIFICATIONS FOR FINISH INDEX
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3. REFER TO SHEET 004 FOR PARTITION ASSEMBLY TYPES
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5. ELECTRICAL OUTLETS ARE MOUNTED AT STANDARD HEIGHT OF 18" UNLESS NOTED OTHERWISE
6. REFER TO GUESTROOM ELEVATIONS FOR MOUNTING CONFIGURATIONS OF OUTLETS
7. DIMENSIONING IS BASED ON WOOD FRAME CONSTRUCTION AND WALL ASSEMBLIES SHOWN ON SHEET 004 AND ON ENLARGED PLANS. ALL DIMENSIONS ARE TO FACE OF STUD, U.N.O. HOLD ALL CLEAR INTERIOR ROOM DIMENSIONS
8. WATER CLOSET WASTE LINES ARE TO BE LOCATED IN WALL CHASE, NOT IN EXTERIOR WALLS

CRITERIA NOTES

1 CONNECTING DOORS ARE REQUIRED PER MARRIOTT DESIGN AND CONSTRUCTION STANDARDS

25 OPTIONAL 42" TV - FF&E ITEM X-600OPT and TV MOUNT X-600COPT

76 LOCATE ROBE HOOK 2'-0" FROM DRY BAR IN ROOMS WITHOUT CONNECTOR DOOR

84 SEE SHEET 522 FOR ENLARGED CLOSET PLAN, ELEVATIONS AND 3D VIEW

85 SHELF SYSTEM AND ROD: SEE PROJECT MANUAL MASTER SECTION 10 57 23.13(MOUNT ACCESSIBLE - 48" AFF).

86 WHERE DRAPERY RODS ARE USED AT WINDOWS OR SLIDING DOORS PROVIDE CONTINUOUS SOLID WOOD BLOCKING IN CEILING FOR ATTACHMENT

92 THRESHOLD

93 REFER TO SHEET 520 FOR ALTERNATE VANITY OPTION PLAN, ELEVATION AND DETAILS

95 IRONING BOARD

97 OPTIONAL WALL MOUNTED TV

99 GUESTROOM AUDIBLE / VISUAL ALARMS

116 ROLLER SHADE - REFER TO WINDOW TREATMENT ELEVATION.

118 CURTAIN TO CLEAR TOP OF BENCH BY 1/2" AND BE LOWER THAN WINDOW SILL

173 POLISHED EDGE MIRROR AVAILABLE AS OPTIONAL FFE ITEM X-506BOPT OR REFER TO CORRECT DIVISION IN MASTER SPECIFICATIONS FOR CONTRACTOR SUPPLIED DETAILS

Date: 9/15/2014
Project #: GW2014001
Drawn: GFW
ARC. Reg. #AR0009531
ARC. BUS. # AA26002745
Revisions:

QUEEN QUEEN 4'-6" TUB GUESTROOM

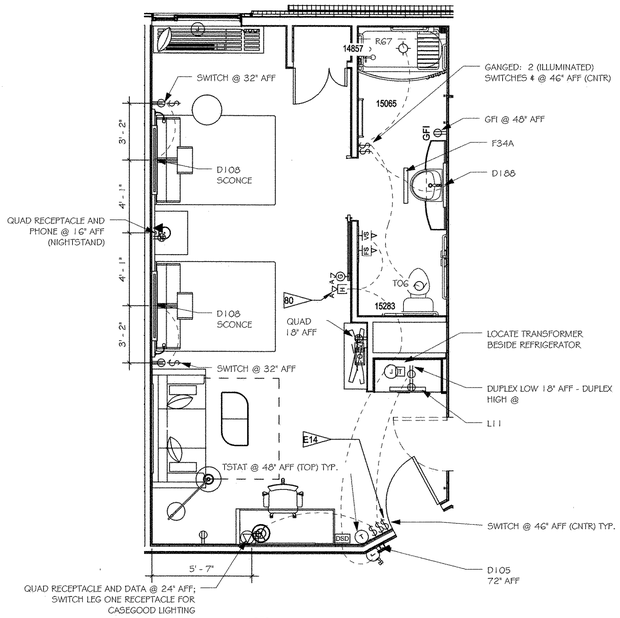
SPRINGHILL SUITES for MIRAMAR HOTELS, LLC
MIRAMAR PARK OF COMMERCE CITY OF MIRAMAR, FLORIDA

George White ARCHITECT
6127 C. DURHAM DRIVE, LAKE WORTH , FLORIDA 33467 561-997-6698

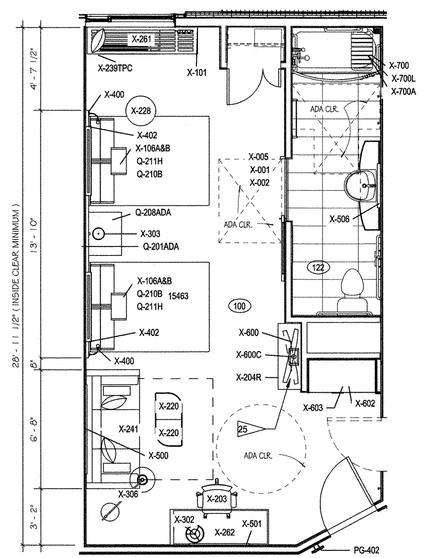
9/16/2014

QUEEN QUEEN 4'-6" TUB GUESTROOM

A-432

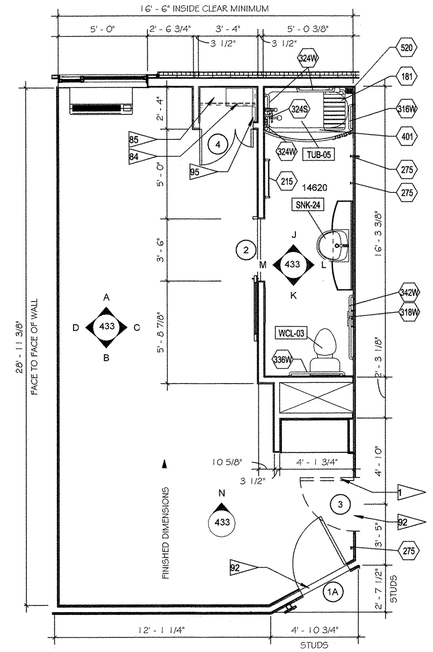


3 ELECTRICAL
1/4" = 1'-0"



2 FURNITURE
1/4" = 1'-0"

Q/Q ACCESSIBLE 5'-0" TUB FF&E RIGHT HAND SHOWN			
I.D. X-REF (RIGHT)	I.D. X-REF (LEFT)	Quantity	DESCRIPTION
Q-104H	Q-104H	2	QUEEN ADA BEDSKIRT
Q-201ADA	Q-201ADA	1	ADA QUEEN HEADBOARD
Q-208ADA	Q-208ADA	1	24x22 NIGHT STAND
Q-210B	Q-210B	2	QUEEN BOX SPRINGS
Q-210M	Q-210M	2	QUEEN MATTRESS
Q-211H	Q-211H	2	ADA QUEEN BEDFRAME
X-001	X-001	1	GR CARPET
X-002	X-002	1	GR CARPET BASE
X-005	X-005	1	GR CARPET PADDING - ADA
X-101	X-101	1	GUEST ROOM DRAPERY
X-106A&B	X-106A&B	2	BED SHAM
X-203	X-203	1	GUEST ROOM DESK CHAIR
X-204R	X-204L	1	TV DRESSER RIGHT
X-220	X-220	2	BUNCHING TABLE
X-228	X-228	1	BEDSIDE TABLE
X-239TPC	X-239TPC	1	BENCH PILLOW
X-241	X-241	1	SLEEPER SOFA
X-261	X-261	1	74" WINDOW BENCH
X-262	X-262	1	GUEST ROOM ADA DESK
X-302	X-302	1	DESK LAMP
X-303	X303	1	NIGHTSTAND LAMP
X-306	X-306	1	GUEST ROOM FLOOR LAMP
X-400	X-400	2	BED LAMP
X-402	X-402	2	WALL MTD BED LIGHT
X-500	X-500	1	GUEST ROOM ARTWORK 1
X-501	X-501	1	GUEST ROOM ARTWORK 2
X-506	X-506	1	ILLUMINATED SQUARE MIRROR
X-600	X-600	1	TV 37" FLAT SCREEN
X-600C	X-600C	1	TV MOUNT
X-602	X-602	1	MINI REFRIGERATOR
X-603	X-603	1	MINI-MICROWAVE
X-700	X-700	1	SHOWER CURTAIN
X-700A	X-700A	1	SHOWER CURTAIN HOOKS
X-700L	X-700L	1	SHOWER CURTAIN LINER



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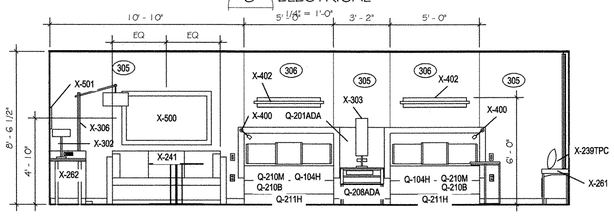

D ROOM ELEVATION
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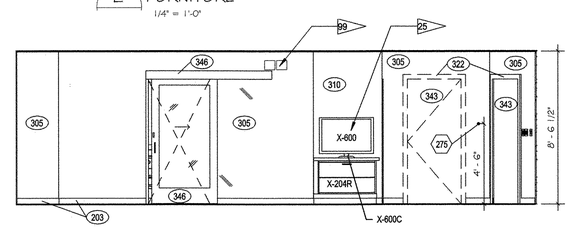

C ROOM ELEVATION
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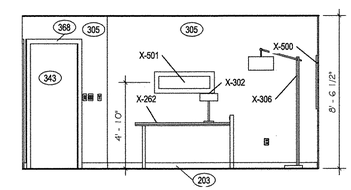

B ROOM ELEVATION
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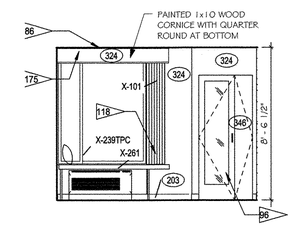

A ROOM ELEVATION
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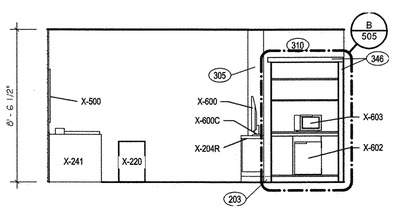

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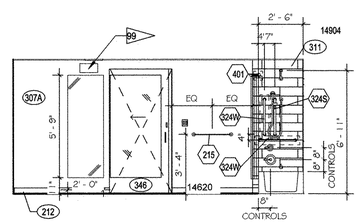
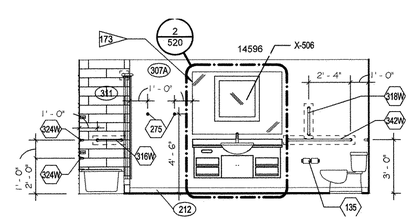
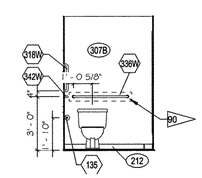


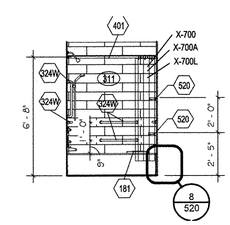
M BATH ELEVATION
1/4" = 1'-0"



L BATH ELEVATION
1/4" = 1'-0"



K BATH ELEVATION
1/4" = 1'-0"



J BATH ELEVATION
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8. WATER CLOSET WASTE LINES ARE TO BE LOCATED IN WALL CHASE, NOT IN EXTERIOR WALLS

1> CRITERIA NOTES

1 CONNECTING DOORS ARE REQUIRED PER MARRIOTT DESIGN AND CONSTRUCTION STANDARDS

25 OPTIONAL 42" TV - FF&E ITEM X-600OPT and TV MOUNT X-600COPT

80 AT HEARING IMPAIRED ROOM ONLY

83 FOR LIGHT COVE DETAILING REFER TO SHEET 520.

84 SEE SHEET 522 FOR ENLARGED CLOSET PLAN, ELEVATIONS AND 3D VIEW

85 SHELF SYSTEM AND ROD: SEE PROJECT MANUAL MASTER SECTION 10 57 23.13(MOUNT ACCESSIBLE - 48" AFF).

86 WHERE DRAPERY RODS ARE USED AT WINDOWS OR SLIDING DOORS PROVIDE CONTINUOUS SOLID WOOD BLOCKING IN CEILING FOR ATTACHMENT

90 PROVIDE BLOCKING FOR ALL ACCESSORIES

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175 ROLLER SHADE - REFER TO WINDOW TREATMENT ELEVATION. AT ACCESSIBLE UNITS WHERE STANDARD SHADES DO NOT MEET ACCESSIBILITY REQUIREMENTS, PROVIDE A MOTORIZED SHADE WITH 'J' BOX MOUNTED AT 42" A.F.F.

E14 MASTER LIGHT SWITCH WITH SIGNAGE TO CONTROL ALL HARDWIRED LIGHTS IN GUESTROOM, WITH EXCEPTION OF BATHROOM

Date: 9/15/2014
Project #: GW2014001
Drawn: GFW
ARC. Reg. #AR0009531
ARC. BUS. # AA26002745
Revisions:

QUEEN QUEEN ACCESSIBLE 5'-0" TUB GUESTROOM

SPRINGHILL SUITES for MIRAMAR HOTELS, LLC

MIRAMAR PARK OF COMMERCE CITY OF MIRAMAR, FLORIDA

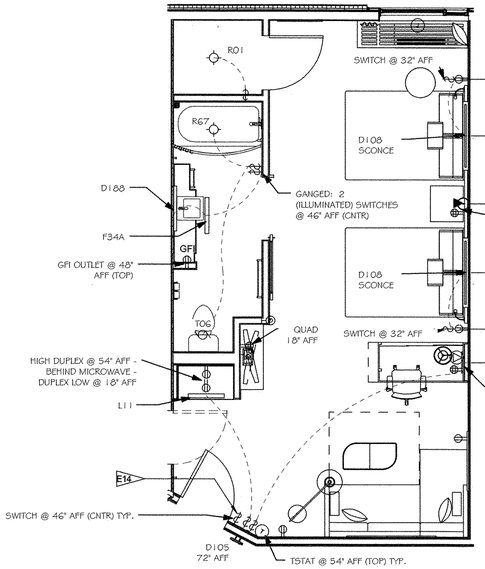
George White ARCHITECT

6127 C. DURHAM DRIVE, LAKE WORTH , FLORIDA 33467

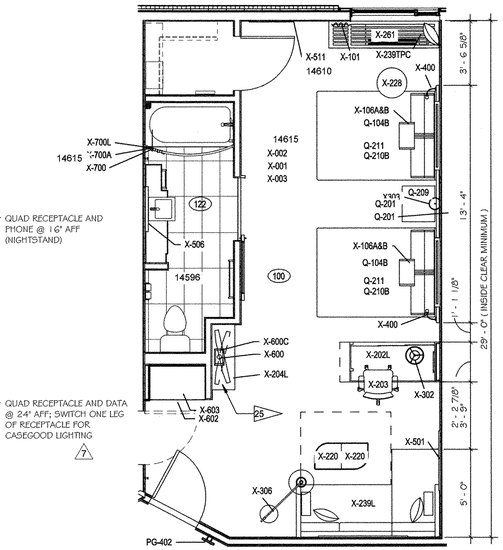
561-997-6698

QUEEN QUEEN ACCESSIBLE 5'-0" TUB GUESTROOM

A-433

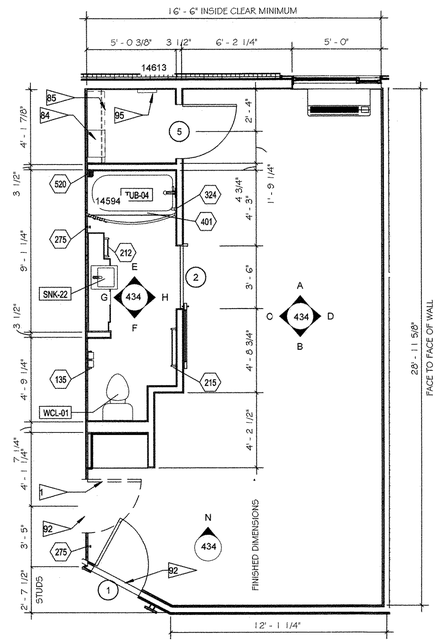


3 ELECTRICAL
1/4" = 1'-0"

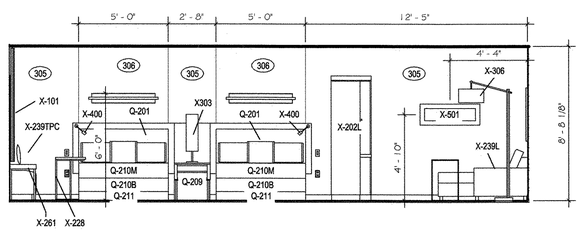


2 FURNITURE
1/4" = 1'-0"

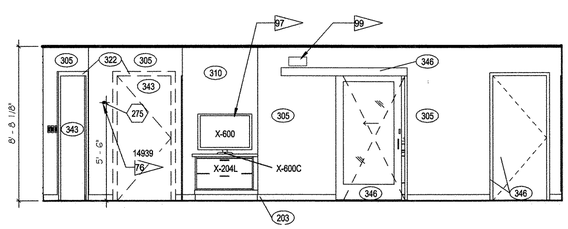
Q/Q 5'-0" TUB LEFT HAND SHOWN			
I.D. X-REF (RIGHT)	I.D. X-REF (LEFT)	Quantity	Description
Q-104B	Q-104B	2	QUEEN BOXSPRING COVER
Q-201	Q-201	1	QUEEN HEADBOARD
Q-209	Q-209	1	QUEEN 24" NIGHTSTAND
Q-210B	Q-210B	2	QUEEN BOX SPRINGS
Q-210M	Q-210M	2	QUEEN MATTRESS
Q-211	Q-211	2	QUEEN BED BASE
X303	X303	1	NIGHTSTAND LAMP
X-001	X-001	1	GR CARPET
X-002	X-002	1	GR CARPET BASE
X-003	X-003	1	GR CARPET PADDING
X-106A&B	X-106A&B	2	BED SHAM
X-202R	X-202L	1	GUEST ROOM DESK LEFT
X-203	X-203	1	GUEST ROOM DESK CHAIR
X-204R	X-204L	1	TV DRESSER LEFT
X-220	X-220	2	BUNCHING TABLE
X-228	X-228	1	BEDSIDE TABLE
X-239R	X-239L	1	SOFA BED/CHAISE RIGHT
X-239TPC	X-239TPC	1	BENCH PILLOW
X-261	X-261	1	74" WINDOW BENCH
X-302	X-302	1	DESK LAMP
X-306	X-306	1	GUEST ROOM FLOOR LAMP
X-400	X-400	2	BED LAMP
X-402	X-402	2	WALL MTD BED LIGHT
X-500	X-500	1	GUEST ROOM ARTWORK 1
X-501	X-501	1	GUEST ROOM ARTWORK 2
X-511	X-511	1	26" x 78" MIRROR
X-600	X-600	1	TV 37" FLAT SCREEN
X-600C	X-600C	1	TV MOUNT
X-602	X-602	1	MINI REFRIGERATOR
X-603	X-603	1	MINI-MICROWAVE
X-700	X-700	1	SHOWER CURTAIN
X-700A	X-700A	1	SHOWER CURTAIN HOOKS
X-700L	X-700L	1	SHOWER CURTAIN LINER



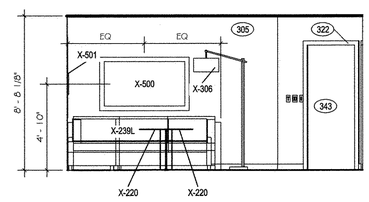
1 ARCHITECTURAL
1/4" = 1'-0"



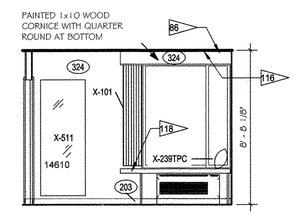
D ROOM ELEVATION
1/4" = 1'-0"



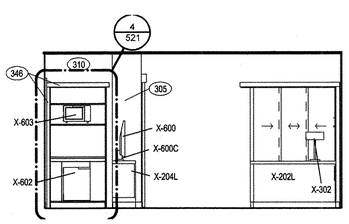
C ROOM ELEVATION
1/4" = 1'-0"



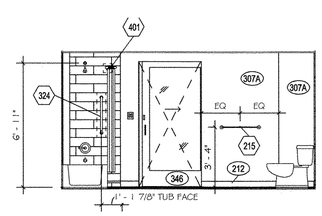
B ROOM ELEVATION
1/4" = 1'-0"



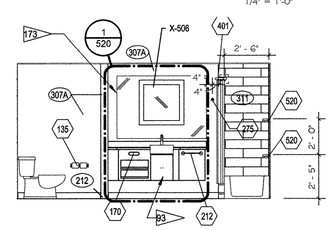
A ROOM ELEVATION
1/4" = 1'-0"



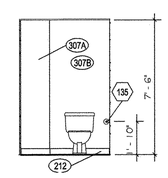
N ROOM ELEVATION
1/4" = 1'-0"



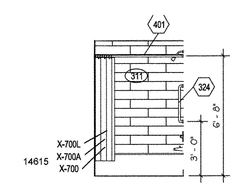
H TOILET ROOM ELEVATION
1/4" = 1'-0"



G TOILET ROOM ELEVATION
1/4" = 1'-0"



F TOILET ROOM ELEVATION
1/4" = 1'-0"



E TOILET ROOM ELEVATION
1/4" = 1'-0"

REFERENCE NOTES

1. REFER TO SPECIFICATIONS FOR FINISH INDEX
2. REFER TO ENLARGED PLANS FOR PARTITION TYPES AT PUBLIC SPACE ADJACENCIES
3. REFER TO SHEET 004 FOR PARTITION ASSEMBLY TYPES
4. REFER TO SHEET A003 FOR ELECTRICAL SYMBOLS LEGEND
5. ELECTRICAL OUTLETS ARE MOUNTED AT STANDARD HEIGHT OF 18" UNLESS NOTED OTHERWISE
6. REFER TO GUESTROOM ELEVATIONS FOR MOUNTING CONFIGURATIONS OF OUTLETS
7. DIMENSIONING IS BASED ON WOOD FRAME CONSTRUCTION AND WALL ASSEMBLIES SHOWN ON SHEET 004 AND ON ENLARGED PLANS. ALL DIMENSIONS ARE TO FACE OF STUD, U.N.O. HOLD ALL CLEAR INTERIOR ROOM DIMENSIONS
8. WATER CLOSET WASTE LINES ARE TO BE LOCATED IN WALL CHASE, NOT IN EXTERIOR WALLS

CRITERIA NOTES

1 CONNECTING DOORS ARE REQUIRED PER MARRIOTT DESIGN AND CONSTRUCTION STANDARDS

25 OPTIONAL 42" TV - FF&E ITEM X-600OPT and TV MOUNT X-600COPT

76 LOCATE ROBE HOOK 2'-0" FROM DRY BAR IN ROOMS WITHOUT CONNECTOR DOOR

84 SEE SHEET 522 FOR ENLARGED CLOSET PLAN, ELEVATIONS AND 3D VIEW

85 SHELF SYSTEM AND ROD: SEE PROJECT MANUAL MASTER SECTION 10 57 23.13(MOUNT ACCESSIBLE - 48" AFF).

86 WHERE DRAPERY RODS ARE USED AT WINDOWS OR SLIDING DOORS PROVIDE CONTINUOUS SOLID WOOD BLOCKING IN CEILING FOR ATTACHMENT

92 THRESHOLD

93 REFER TO SHEET 520 FOR ALTERNATE VANITY OPTION PLAN, ELEVATION AND DETAILS

95 IRONING BOARD

97 OPTIONAL WALL MOUNTED TV

99 GUESTROOM AUDIBLE / VISUAL ALARMS

116 ROLLER SHADE - REFER TO WINDOW TREATMENT ELEVATION.

118 CURTAIN TO CLEAR TOP OF BENCH BY 1/2" AND BE LOWER THAN WINDOW SILL

173 POLISHED EDGE MIRROR AVAILABLE AS OPTIONAL FFE ITEM X-506BOPT OR REFER TO CORRECT DIVISION IN MASTER SPECIFICATIONS FOR CONTRACTOR SUPPLIED DETAILS

E14 MASTER LIGHT SWITCH WITH SIGNAGE TO CONTROL ALL HARDWIRED LIGHTS IN GUESTROOM, WITH EXCEPTION OF BATHROOM

Date: 9/15/2014
Project #: GW2014001
Drawn: GFW
ARC. Reg. #AR0009531
ARC. BUS. # AA26002745
Revisions:

QUEEN QUEEN 5'-0" TUB GUESTROOM

SPRINGHILL SUITES for MIRAMAR HOTELS, LLC

MIRAMAR PARK OF COMMERCE CITY OF MIRAMAR, FLORIDA

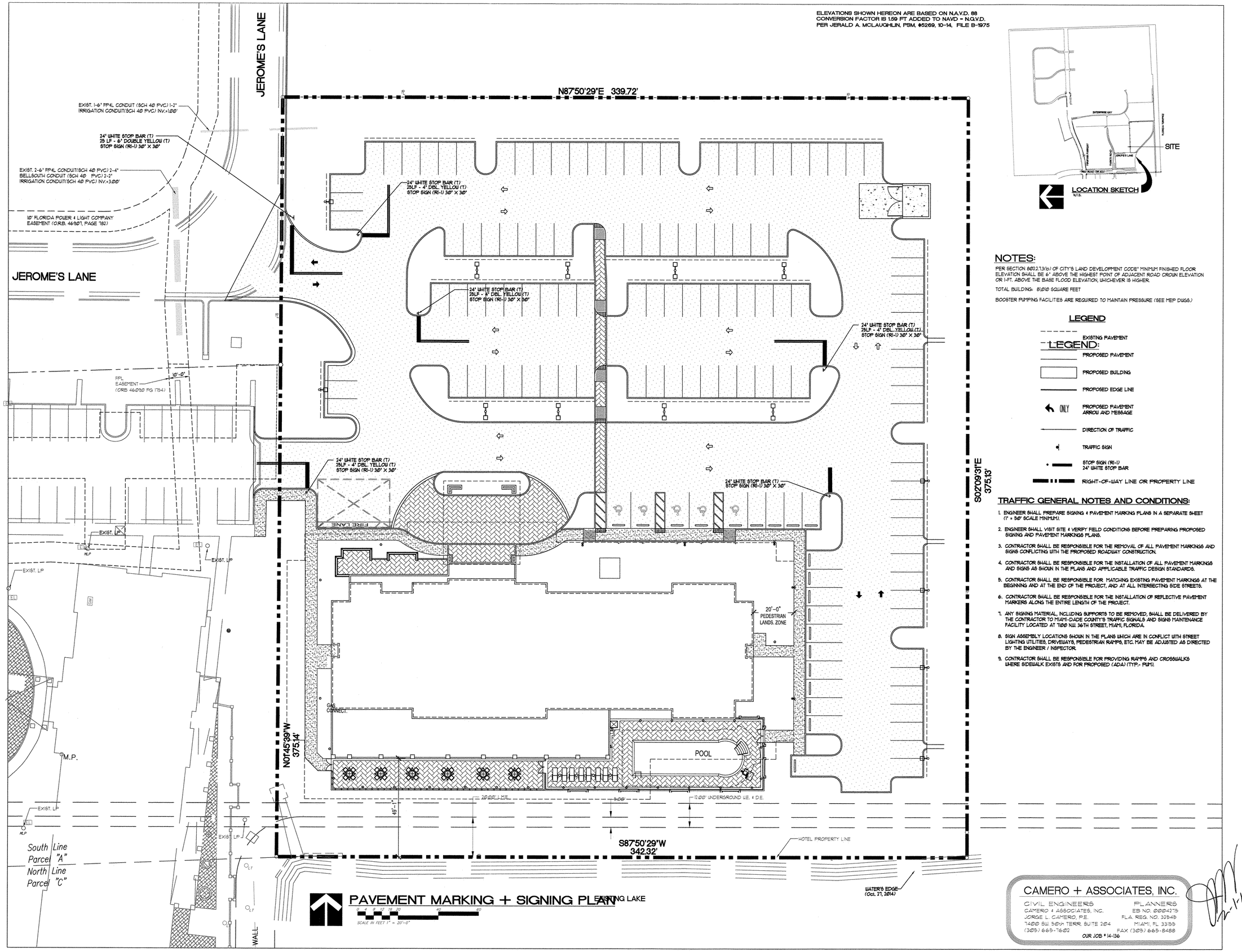
George White ARCHITECT

6127 C. DURHAM DRIVE, LAKE WORTH , FLORIDA 33467 561-997-6698

QUEEN QUEEN 5'-0" TUB GUESTROOM

A-434

ELEVATIONS SHOWN HEREON ARE BASED ON N.A.V.D. 88
CONVERSION FACTOR IS 1.59 FT ADDED TO NAVD = N.G.V.D.
PER JERALD A. MCLAUGHLIN, PSM, #6269, 10-14, FILE B-1975



NOTES:

PER SECTION 802.2.13(b) OF CITY'S LAND DEVELOPMENT CODE' MINIMUM FINISHED FLOOR ELEVATION SHALL BE 6' ABOVE THE HIGHEST POINT OF ADJACENT ROAD CROWN ELEVATION OR 1-FT. ABOVE THE BASE FLOOD ELEVATION, WHICHEVER IS HIGHER.

TOTAL BUILDING: 81000 SQUARE FEET

BOOSTER PUMPING FACILITIES ARE REQUIRED TO MAINTAIN PRESSURE (SEE MEP DWGS.)

LEGEND

EXISTING PAVEMENT

LEGEND:

PROPOSED PAVEMENT

PROPOSED BUILDING

PROPOSED EDGE LINE

ONLY — PROPOSED PAVEMENT ARROW AND MESSAGE

DIRECTION OF TRAFFIC

TRAFFIC SIGN

STOP SIGN (RI-1) 24" WHITE STOP BAR

RIGHT-OF-WAY LINE OR PROPERTY LINE

TRAFFIC GENERAL NOTES AND CONDITIONS:

1. ENGINEER SHALL PREPARE SIGNING & PAVEMENT MARKING PLANS IN A SEPARATE SHEET (1" = 50' SCALE MINIMUM).
2. ENGINEER SHALL VISIT SITE & VERIFY FIELD CONDITIONS BEFORE PREPARING PROPOSED SIGNING AND PAVEMENT MARKINGS PLANS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL PAVEMENT MARKINGS AND SIGNS CONFLICTING WITH THE PROPOSED ROADWAY CONSTRUCTION.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL PAVEMENT MARKINGS AND SIGNS AS SHOWN IN THE PLANS AND APPLICABLE TRAFFIC DESIGN STANDARDS.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR MATCHING EXISTING PAVEMENT MARKINGS AT THE BEGINNING AND AT THE END OF THE PROJECT, AND AT ALL INTERSECTING SIDE STREETS.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF REFLECTIVE PAVEMENT MARKERS ALONG THE ENTIRE LENGTH OF THE PROJECT.
7. ANY SIGNING MATERIAL, INCLUDING SUPPORTS TO BE REMOVED, SHALL BE DELIVERED BY THE CONTRACTOR TO MIAMI-DADE COUNTY'S TRAFFIC SIGNALS AND SIGNS MAINTENANCE FACILITY LOCATED AT 1100 N.W. 36TH STREET, MIAMI, FLORIDA.
8. SIGN ASSEMBLY LOCATIONS SHOWN IN THE PLANS WHICH ARE IN CONFLICT WITH STREET LIGHTING UTILITIES, DRIVEWAYS, PEDESTRIAN RAMPS, ETC. MAY BE ADJUSTED AS DIRECTED BY THE ENGINEER / INSPECTOR.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING RAMPS AND CROSSWALKS WHERE SIDEWALK EXISTS AND FOR PROPOSED (ADA) (TYP.- PUM).

CAMERO + ASSOCIATES, INC.
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PLANNERS
EB NO. 0000475
FLA. REG. NO. 32545
MIAMI, FL 33155
FAX (305) 665-8488
OUR JOB # 14-136

Date: 02-12-15
Project #:GW2014001
Drawn:GFW
ARC. LISC. Reg. #AR00095319531
ARC. BUS. Reg. #AA26002745
Revisions:

SPRINGHILL SUITES
MIRAMAR PARK OF COMMERCE
CITY OF MIRAMAR, FLORIDA

BY MIRAMAR HOTELS LLC.

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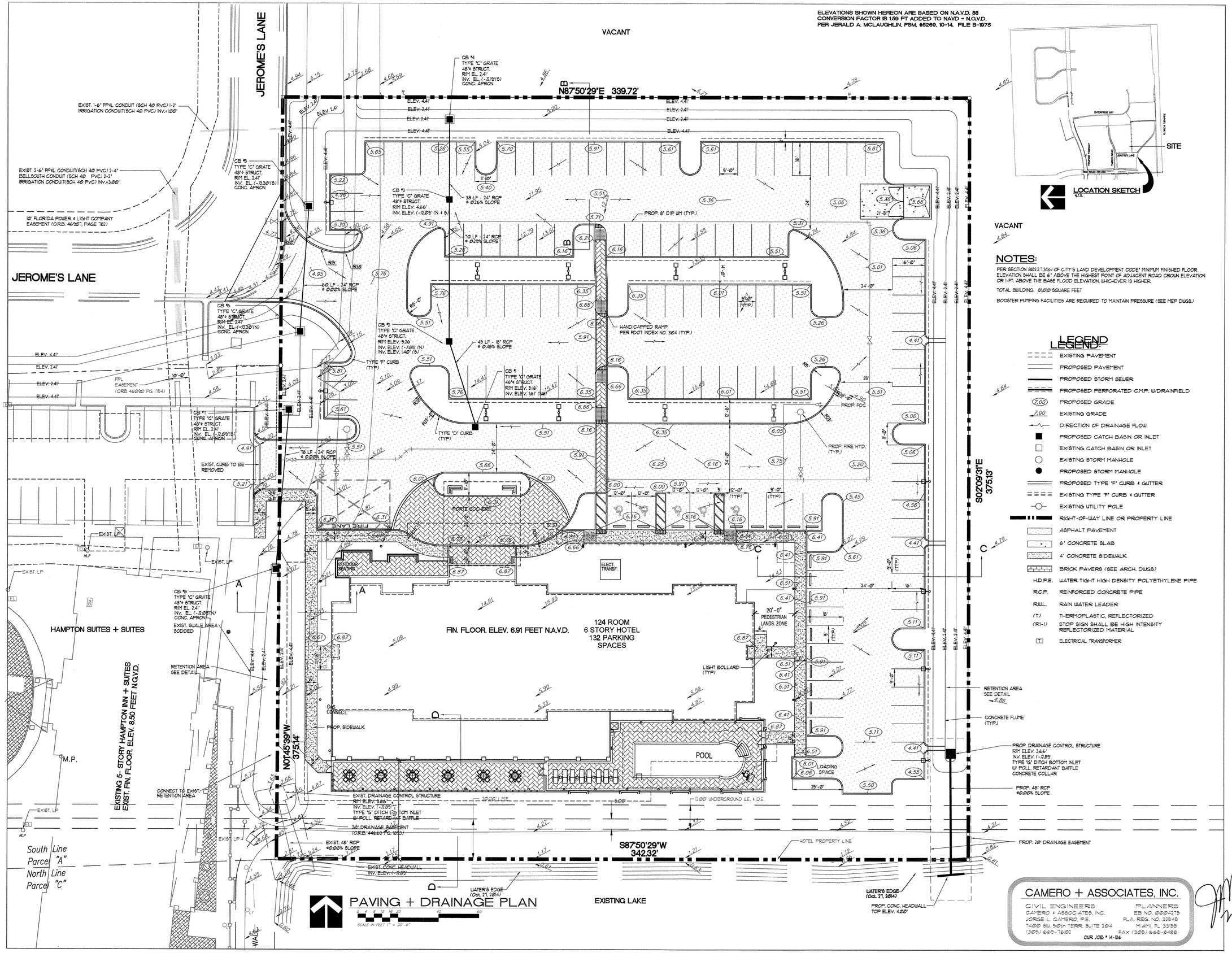
PMS-2

ELEVATIONS SHOWN HEREON ARE BASED ON N.A.V.D. 88
CONVERSION FACTOR IS 1.59 FT ADDED TO NAVD = NGVD.
PER JERALD A. MCLAUGHLIN, PSM, #5269, 10-14, FILE B-1975



NOTES:

PER SECTION 8012.13(b) OF CITY'S LAND DEVELOPMENT CODE' MINIMUM FINISHED FLOOR ELEVATION SHALL BE 6" ABOVE THE HIGHEST POINT OF ADJACENT ROAD CROWN ELEVATION OR 1-FT. ABOVE THE BASE FLOOD ELEVATION, WHICHEVER IS HIGHER.

TOTAL BUILDING: 81,000 SQUARE FEET

BOOSTER PUMPING FACILITIES ARE REQUIRED TO MAINTAIN PRESSURE (SEE MEP DWGS.)

LEGEND

- EXISTING PAVEMENT
- PROPOSED PAVEMENT
- PROPOSED STORM SEWER
- PROPOSED PERFORATED C.M.P. W/DRAINFIELD
- (7.00) PROPOSED GRADE
- 7.00 EXISTING GRADE
- DIRECTION OF DRAINAGE FLOW
- PROPOSED CATCH BASIN OR INLET
- EXISTING CATCH BASIN OR INLET
- EXISTING STORM MANHOLE
- PROPOSED STORM MANHOLE
- PROPOSED TYPE 'F' CURB & GUTTER
- EXISTING TYPE 'F' CURB & GUTTER
- EXISTING UTILITY POLE
- RIGHT-OF-WAY LINE OR PROPERTY LINE
- ASPHALT PAVEMENT
- 6" CONCRETE SLAB
- 4" CONCRETE SIDEWALK
- BRICK PAVERS (SEE ARCH. DWGS)
- H.D.P.E. WATER TIGHT HIGH DENSITY POLYETHYLENE PIPE
- R.C.P. REINFORCED CONCRETE PIPE
- R.W.L. RAIN WATER LEADER
- (T) THERMOPLASTIC, REFLECTORIZED
- (RI-1) STOP SIGN SHALL BE HIGH INTENSITY REFLECTORIZED MATERIAL
- ELECTRICAL TRANSFORMER

PAVING + DRAINAGE PLAN

SCALE IN FEET 1" = 20'-0"

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Revisions:

BY MIRAMAR HOTELS LLC.
CITY OF MIRAMAR, FLORIDA

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2-1-16

PD-1

RELOCATION / REMOVAL LIST

TREE #	BOTANICAL NAME	COMMON NAME	HT./SPR.	CONDITION	ACTION
1	Quercus virginiana	Live Oak	22'ht. x 18'spr, 6'c.t.	GOOD	REMAIN
2	Quercus virginiana	Live Oak	22'ht. x 18'spr, 6'c.t.	GOOD	RELOCATE
3	Lagerstroemia indica	Crape Myrtle	13' o.a. ht.	GOOD	RELOCATE
4	Lagerstroemia indica	Crape Myrtle	13' o.a. ht.	GOOD	RELOCATE
5	Lagerstroemia indica	Crape Myrtle	13' o.a. ht.	GOOD	RELOCATE
6	Quercus virginiana	Live Oak	22'ht. x 18'spr, 6'c.t.	GOOD	RELOCATE
7	Roystonea regia	Royal Palm	24'gw	GOOD	REMAIN
8	Quercus virginiana	Live Oak	22'ht. x 18'spr, 6'c.t.	GOOD	REMAIN
9	Roystonea regia	Royal Palm	24'gw	GOOD	REMAIN
10	Quercus virginiana	Live Oak	22'ht. x 18'spr, 6'c.t.	GOOD	REMAIN
11	Roystonea regia	Royal Palm	24'gw	GOOD	REMAIN
12	Quercus virginiana	Live Oak	22'ht. x 18'spr, 6'c.t.	GOOD	REMAIN
13	Roystonea regia	Royal Palm	24'gw	GOOD	REMAIN
14	Quercus virginiana	Live Oak	22'ht. x 18'spr, 6'c.t.	GOOD	REMAIN
15	Roystonea regia	Royal Palm	24'gw	GOOD	REMAIN
16	Quercus virginiana	Live Oak	22'ht. x 18'spr, 6'c.t.	GOOD	REMAIN
17	Roystonea regia	Royal Palm	24'gw	GOOD	REMAIN
18	Quercus virginiana	Live Oak	22'ht. x 18'spr, 6'c.t.	GOOD	REMAIN
19	Roystonea regia	Royal Palm	24'gw	GOOD	REMAIN
20	Quercus virginiana	Live Oak	22'ht. x 18'spr, 6'c.t.	GOOD	REMAIN
21	Bucida buceras	Black Olive	26'ht. x 24'spr, 8'c.t.	GOOD	REMAIN
22	Bucida buceras	Black Olive	26'ht. x 24'spr, 8'c.t.	GOOD	REMAIN
23**	Bucida buceras	Black Olive	26'ht. x 24'spr, 8'c.t.	GOOD	RELOCATE
24**	Bucida buceras	Black Olive	26'ht. x 24'spr, 8'c.t.	GOOD	RELOCATE
25**	Bucida buceras	Black Olive	26'ht. x 24'spr, 8'c.t.	GOOD	RELOCATE
26**	Bucida buceras	Black Olive	26'ht. x 24'spr, 8'c.t.	GOOD	RELOCATE
27**	Bucida buceras	Black Olive	26'ht. x 24'spr, 8'c.t.	GOOD	RELOCATE
28**	Bucida buceras	Black Olive	26'ht. x 24'spr, 8'c.t.	GOOD	RELOCATE
29	Bucida buceras	Black Olive	26'ht. x 24'spr, 8'c.t.	GOOD	REMAIN

** DENOTES TREES TO BE RELOCATED WITH IN THE MIRAMAR PARK OF COMMERCE

TREE INVENTORY LEGEND

- APPROXIMATE EDGE OF CANOPY
- LOCATION OF EXISTING TREE
- TREE NUMBER
- EXISTING TREES AND PALMS TO REMAIN
- EXISTING TREES AND PALMS TO BE REMOVED
- EXISTING TREES AND PALMS TO BE RELOCATED

TREE AND PALM RELOCATION

1.01 REQUIREMENTS:

A. Work included: root & crown pruning, relocation procedures, planting, staking, fertilizing, and watering.

B. Related work:
1. Special Conditions
2. Sodding: Section 02486
3. Finish Grading: Section 02260
4. Soil Preparation: Section 02484
5. Trees, Palms, Shrubs, and Ground Cover: Section 02490
6. Underground Sprinkler Systems: Section 02441

C. Trees and palms to be relocated are designated on the drawings.

D. The contractor's crew utilized for the relocation of existing trees and shrubs shall have a minimum five years experience in relocation of existing plant materials and be recognized by the American Association of Nurserymen.

E. The contractor shall locate and identify all existing utilities to include electric, cable, phone, fiber optics, etc. before beginning any specified work. The contractor shall be responsible for any damages to existing utilities.

1.02 QUALITY ASSURANCE:

A. Existing trees/palms/shrubs to remain shall be protected during all construction phases. Any plant materials designated to remain that are scarred or destroyed, shall be replaced at the contractor's expense, with same species, size and quality.

B. Any holes or pits that result from relocating plant materials shall be backfilled with appropriate specified fill, (SEE SECTION 02482) and brought flush will surrounding grades. Contractor shall be responsible for stabilizing grades as may be required. It shall be the contractor's responsibility to correct any problems caused by water, wind, erosion, etc., in the reclaimed area where digging has occurred.

C. In areas where existing sod is specified to remain, contractor shall repair and replace all sod that is damaged or disturbed by tree relocation work. Sod species shall be the same as existing sod. (SEE SECTION 02486)

D. Work completed in these specifications shall conform to locally accepted practices proved effective by local contractors performing similar operations. Contractor shall use equipment designed for digging, moving and transporting plant materials. Extreme care should be used at all times to minimize damage and insure maximum survival of relocated plant materials.

1.03 SUBMITTALS:

A. Contractor to submit a list of equipment, procedures, and labor force anticipated for use for tree and palm relocation before work begins.

B. Contractor shall submit a list of all plants that require root pruning to the Owner's Representative. Contractor shall also submit a schedule indicating the quantity of units can be dug and relocated during a specified period of time.

C. Contractor shall secure any permits that may be required by municipal, state, or federal agencies before beginning work.

PART 2. PRODUCTS

2.01 CANOPY TREES - MINIMUM ROOT BALL SIZES:

A. Caliper (in inches) Minimum Root Ball Diameter

1 - 1 3/4	24	4 - 4 1/2	36
2 - 2 1/2	30	4 1/2 - 5	40
3 - 4	34	5 - 5 1/2	42

Larger sizes increase proportionately.

B. Minimum Ball Depth

1. Balls with diameter less than 24" - depth not less than 75% of diameter.
2. Balls with diameter 20-30" - depth not less than 65% of diameter.
3. Balls with diameter 30-48" - depth not less than 60% of diameter.
4. Larger sizes scale proportionately

2.02 PALMS - MINIMUM ROOT BALL SIZES:

A. Heavy Trunk Types:
Caliper 18" above ground

9-12"	24"	15-16	30	19-20	36
13-14	24	17-18	30	21-24	42

2.03 TREE SUPPORTS:

A. Relocated canopy trees shall be staked following the same guidelines and using similar materials as specified on the drawings for new tree planting.

B. Relocated palm species shall be staked according to criteria established on drawings and details.

C. Palm species relocated to temporary holding area will not require staking but shall follow other criteria in these specifications and on the drawings.

2.04 FERTILIZER:

A. Trees and palms relocated onsite shall be fertilized according to criteria for new planted materials.

B. Fertilizer shall be:
1. Canopy trees: 8-10-10 as distributed by Lesco Inc., Rocky River, Ohio, including minor elements and 50% of the nitrogen derived from natural organic sources. All fertilizers shall be applied according to the manufacturer's recommended specifications for new plantings.

2. Palm trees: 13-3-13 as distributed by Lesco Inc., Rocky River, Ohio, to include minor elements, not limited to manganese, magnesium and iron. All fertilizers shall be applied according toe the manufacturer's specifications for new plantings.

PART 3. EXECUTION

3.01 TAGGING:

A. Contractor shall field locate all trees and palms designated on the plans for relocation. Each plant shall be clearly marked by plastic tape. Tape marking shall differentiate whether plant material is to be relocated to holding area or an area nearby onsite. The Owner's Representative shall inspect and approve tagging of trees and palms before pruning or digging.

3.02 ROOT PRUNING:

A. Broadleaf / canopy trees to be relocated shall be root pruned (4) weeks before moving. Owner's Representative shall be notified of dates that trees are root pruned. Contractor shall also reduce tree canopy as necessary to reduce shock potential depending on tree species and time of year.

B. Palm species shall be dug and replanted within the same day. Unless specified to the contrary, Sabal palmetto fronds shall be removed entirely and the bud trimmed to within 6 - 8 inches of the top of the tree. Extreme care should be taken during relocation of all palm species so as not to disturb the bud.

C. Relocated trees shall be dug, balled and burlapped, and replanted within the same day. Minimum ball size for any broadleaf / canopy tree shall be 24 inches in width and depth. Root ball sizes shall follow local industry standards based on tree height, caliper, and species. Strip and remove leaves as necessary on certain species according to locally accepted practices.

D. Watering, fertilizing, and staking of relocated plant materials shall follow guidelines included elsewhere in these documents for newly installed plant materials. (SEE SECTION 02490) Contractor shall continue responsibility for maintenance of relocated materials until project final acceptance by the Owner's Representative.

E. The contractor shall determine the most efficient method for removing existing trees/palms to save costs and avoid damaging pavement, curbs, walks, etc. In addition to canopy removal, tree and palm stumps and root systems shall be completely removed within a 4 ft. diameter and 4' depth from the center of the tree/palm at grade. All debris resulting from tree removal shall be transported from the site and disposed in a legitimate landfill site.

3.03 WATERING:

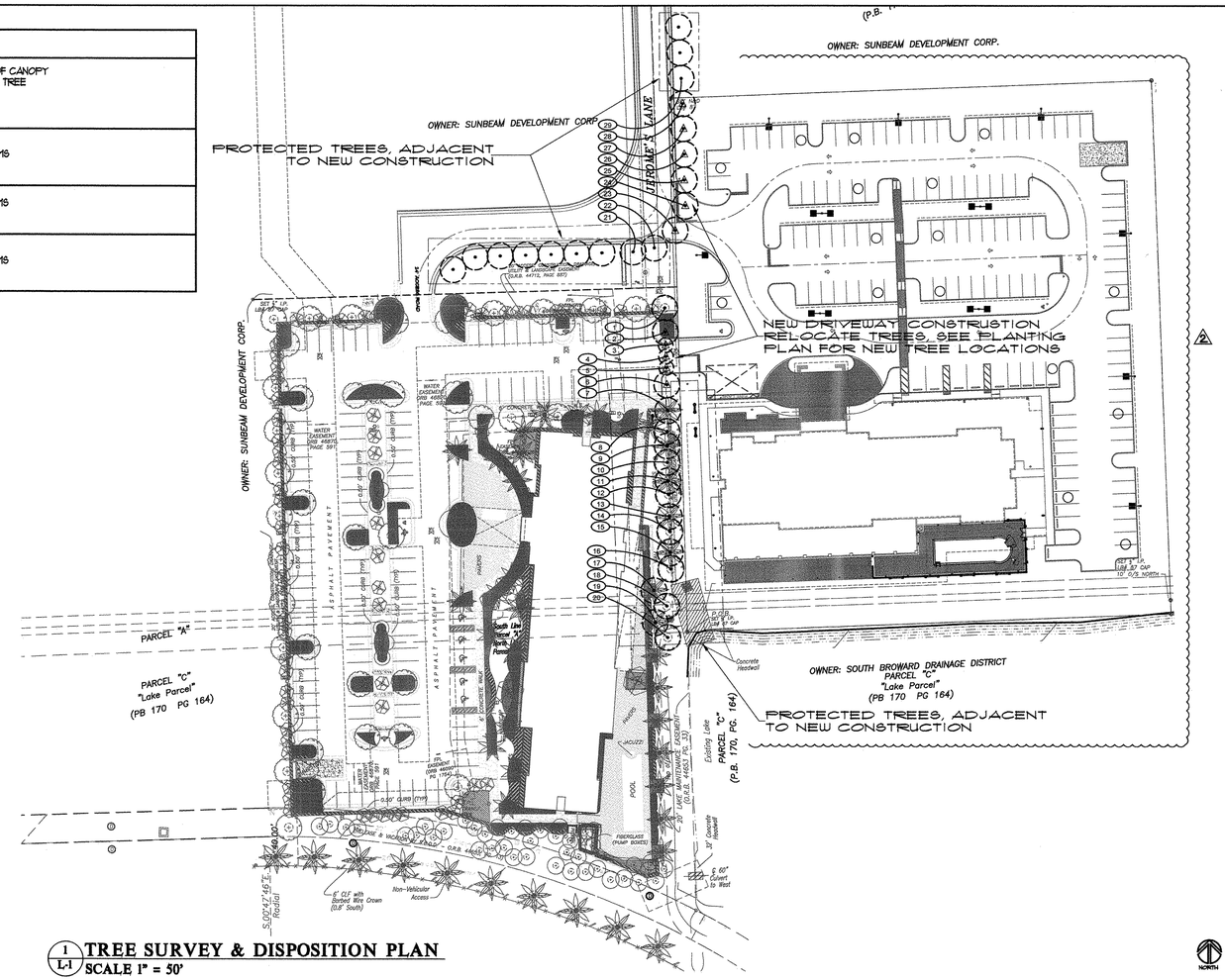
A. Following root pruning, trees shall be watered DAILY for a period of five consecutive days: after the fifth day, root pruned trees should be watered a minimum of once every 72 hours until acclimation. Watering shall be manual by hose or other method, deep root to thoroughly saturate the root ball to its full depth. The contractor shall provide for all watering equipment and materials and not depend on irrigation or other sources for water.

3.04 HANDLING AND TRANSPORTATION:

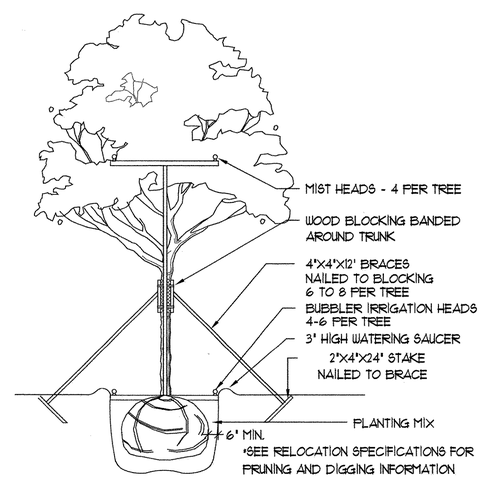
A. Tree shall be properly wrapped and tied during moving so trunks or limbs are not scarred or damaged. Trees that are damaged during moving will be rejected.

B. Transport plant material on vehicles of adequate size to prevent overcrowding, broken limbs, foliage damage, or root ball damage.

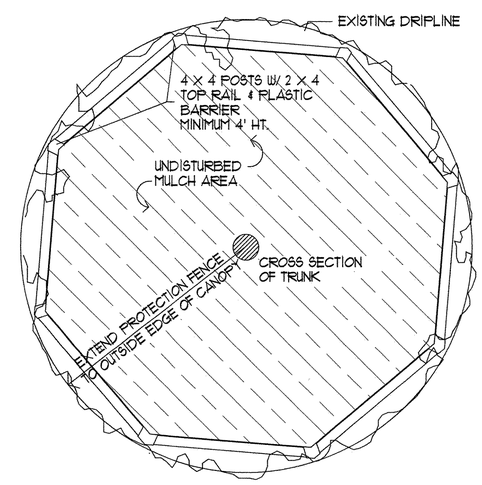
C. Root ball should be kept moist during all phases of relocation.



1/L-1 TREE SURVEY & DISPOSITION PLAN
SCALE 1" = 50'



TREE RELOCATION DETAIL



TREE PROTECTION DETAIL

No.	REVISIONS	Date
2.	Rev. Site Plan	11-25-15

Site Plan Submittal

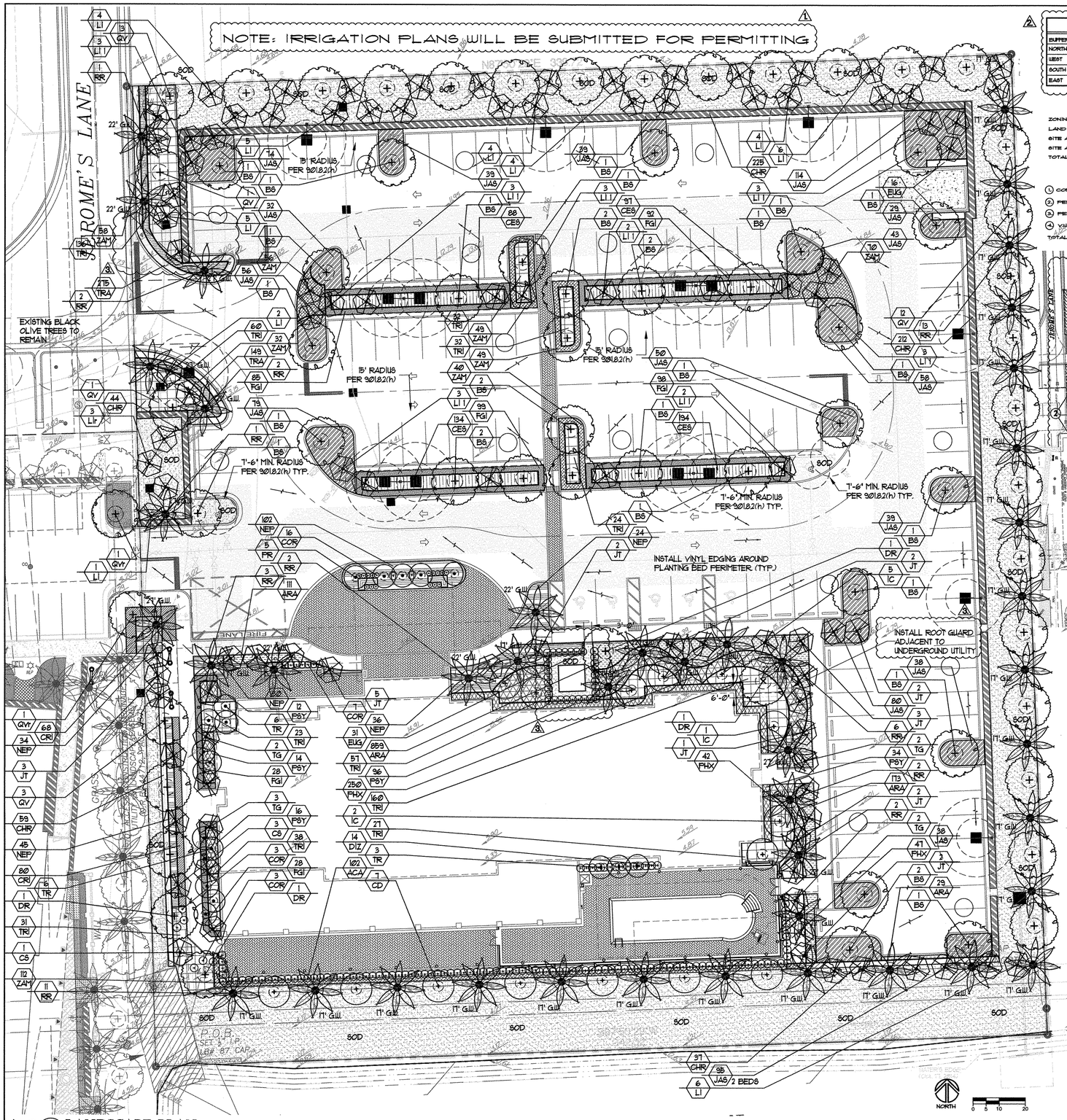
Project Name: SPRINGHILL SUITES
Miramar Park of Commerce, Miramar, FL
Drawing Title: Tree Survey & Disposition Plan

RHETT ROY
Landscape Architecture Planning, P.A.
412 North Andrews Avenue
Fort Lauderdale FL 33301
Florida License Number LA 393
Fax 954/462-0722
Phone 954/462-0704

Seal: 2.2.16

Florida License No. 0000848

Drawn	JSC
Project No.	14049.00
CAD File No.	14049.00
Date	02/02/15
Scale	1" = 50'-0"
Drawing No.	L-1



1 L-2 **LANDSCAPE PLAN**
SCALE 1" = 20'

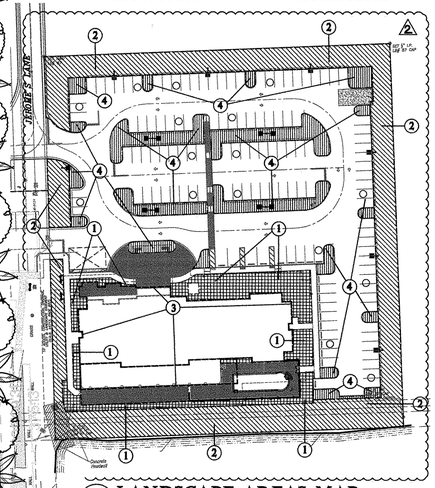
BUFFERYARD WIDTH REQUIREMENTS				
BUFFERYARD	ADJACENT USE	REQ. WIDTH (FEET)	PROPOSED WIDTH (FEET)	LENTH (LF)
NORTH	PID (VACANT)	20'	PROVIDED 20'	339'-9"
WEST	PID (VACANT)	20'	PROVIDED 20'	378'-2'-58' DRIVEWAY 328'-2'
SOUTH	PID, TURNPIKE EXT.	20'	PROVIDED 20'	342'-4"
EAST	PID, (HOTEL)	20'	PROVIDED 20'	378'-2"

SITE DATA AND CALCULATIONS:

ZONING DESIGNATION:	PID (SUBJECT TO B-2)
LAND USE DESIGNATION:	REGIONAL ACTIVITY CTR.
SITE AREA (SQ. FT.):	127,827 SQ. FT.
SITE AREA (ACRES):	2.9366 ACRES
TOTAL GROSS SQUARE FOOTAGE:	Refer To Architectural Site Plan

LANDSCAPE AREA CALCULATIONS:

1 COMMON ZONE AREA :	7,210 SQ. FT.
2 PERIMETER BUFFERYARD AREA :	26,823 SQ. FT.
3 PEDESTRIAN ZONE:	7,468 SQ. FT.
4 VUA AREA :	10,318 SQ. FT.
TOTAL LANDSCAPE / PERVIOUS AREA:	44,843 SQ. FT. 34% OF TOTAL SITE AREA



2 L-2 **LANDSCAPE AREAS MAP**
N.T.S

GENERAL NOTES
PER CITY OF MIRAMAR

NOTE: If there are any questions, or problems, it shall be the responsibility of the General Contractor and Landscape Contractor to contact the City of Miramar, Owner or Landscape Architect for clarification and direction.

UTILITIES- ENGINEERING
1. All trees and palms shall be a minimum of 4' from underground utilities.
2. All shade trees installed within 6' of public infrastructure shall utilize a root barrier system, as approved by the City.
3. All trees and palms under overhead lines shall conform to FPL criteria

CIVIL ENGINEERING DESIGN
1. All landscape zones at Miramar Park of Commerce have always been protected by "D" curbs.
2. Parking spaces in Service yards shall have wheel stops.
3. Parking spaces have "D" curbs

LIGHT POLES
1. All trees shall be a minimum of 15' from light poles in VUA, and 7.5' for small trees and palms
2. For Street Trees, min. 12' from light poles
3. For Palms, used at Street Trees, min. 7' from light poles

SIGHT TRIANGLES
1. 25' x 25', No vegetation may obstruct visibility within the clear sight triangle from a height of 30" to 6'

LANDSCAPE - PLANTING
1. All parking lot islands and parking medians shall be excavated to a minimum of 36" and back filled with clean fill and topsoil at least to the top of curb. Topsoil shall consist of native topsoil, or planting soil consisting of 60% muck and 40% sand. Call City of Miramar Landscape Inspector for inspection of Landscape Islands prior to backfilling.
2. 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 for planting areas shall be amended with horticulturally acceptable organic material. The source of the topsoil shall be known to the applicant and shall be acceptable to the City.
3. The minimum planting soil depth shall be 6" for groundcovers, flowers, shrubs and hedges.
4. Trees shall receive 12" of planting soil around the root ball. Note: Root ball shall be even or 10 percent higher than soil grade and that the guy and staking shall be removed at established or with in one year.
5. 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.
6. Clean sand shall be used to backfill arid climate palms.
7. Landscape shall be installed in accordance with ANSI A- 300 Standards and A-133
8. No hurricane trimming permitted on Sabal Palms
9. All trees adjacent to public infrastructure (within 6') shall require root barriers approved by the City.
10. All street trees shall have a root barrier when placed within 3 feet from a paving edge.
11. All landscape material shall have a one-year warranty.
12. A planting soil shall be used for planting all landscape material except palms.
13. Three 3" depth of Arsenic free organic mulch is required. Maintain 3" thick at time of planting.
14. All ground mounted mechanical equipment, storage areas, walls, fences, and common trash receptacles shall be screened from view using trees, shrubs, and/or hedges in addition to the common area requirement. All such structures, not identified on the Landscape Plans, but subsequently installed, shall be brought to the attention of the General Contractor, and extra plant material (hedge) to screen the ground-mounted mechanical equipment, shall be provided as a change order by the Landscape Contractor.
15. PEDESTRIAN ZONE LANDSCAPE. Specified heights for the foundation planting zone are mandated by the City of Miramar, and there shall be no compromise in height, at time of installation.
16. Regardless of City of Miramar code requirements, general safety requirements shall have precedence and priority. For example, required Access Way planting may conflict with general Site Distance and Site Triangle safety considerations. If planting requirements conflicts, Landscape Contractor shall receive written authorization by the City of Miramar, to install in conflict areas.

16.1 Ground Cover may be used within planting beds around trees and shrubs. Ground cover shall provide a minimum of 75 percent coverage immediately upon planting and 100 percent within one growing season after planting.

1 16.2 All tree / palm trimming shall be done in accordance to city of miramar code requirements.

16.3 All Trees shall be placed a minimum of 4ft from underground utility lines.

BERMS
17. Berms without hedges shall be a minimum of 4' in height, and shall have a maximum slope of 3:1.

LANDSCAPE PRE-CONSTRUCTION MEETING
18. Prior to landscape installation, a pre-construction meeting is required (Sunbeam is to be notified) and must be scheduled with City of Miramar Landscape Inspector.

PERMITS
19. Landscape, Irrigation and Tree Relocation/Removal Permits are required as a condition of the issuance of a Building Permit and shall be obtained prior to work Commencing No trees or other plant material may be planted in public right-of-ways without a permit from the City.

1 IRRIGATION
20. Irrigation system shall have 100% coverage, with 50% overlap, with a rain shut-off valve and no over spray on the sidewalks and to current codes
21. Irrigation system shall be designed and installed for future use of reclaimed water, and purple component parts, as required.
22. All landscape areas, except those utilizing Xeriscape or preserve areas, shall have an underground irrigation system.
22.1. Irrigation shall not overspray onto pervious areas, and all PVC risers will be painted flat black.
22.2 Replace Bahia sod along the lake banks maintenance easement and install St. Augustine once irrigation is in place.

FIRE HYDRANTS
23. No visual screen or physical blockage shall be place to any point within 7'-6" of the front and sides, or 4' behind the fire hydrant, fire department connections and check valve.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.
24. Call 48 hours before you dig in Florida. It's the law. 1 800 432 4770

No.	REVISIONS	Date
3.	Dev.Rev. Report	1-14-16
2.	Rev. Site Plan	11-25-13
1.	DRC comments	4-14-13

Site Plan Submittal

Project Name
SPRINGHILL SUITES
Miramar Park of Commerce, Miramar, FL

Drawing Title
Planting Plan

RHETT ROY
Landscape Architecture Planning, P.A.
412 North Andrews Avenue
Fort Lauderdale FL 33301
Florida License Number LA 393
Fax 954/462-0722
Phone 954/462-0704

Seal
Rhett A. Roy
2.2.16

Florida License No. 0000848

Drawn	JSC
Project No.	14049.00
CAD File No.	14049.00
Date	02/02/15
Scale	1" = 20'-0"
Drawing No.	L-2

PLANT NOTES

1. ALL PLANTS ARE TO BE FLORIDA NO 1. GRADE OR BETTER.
2. NO SUBSTITUTIONS WILL BE ACCEPTED WITHOUT PRIOR WRITTEN APPROVAL BY THE LANDSCAPE ARCHITECT, & CITY OF MIRIMAR.
3. ALL LANDSCAPE AREAS TO RECEIVE 100% IRRIGATION COVERAGE WITH A MINIMUM 50% MINIMUM OVERLAP IN GRASS & GROUNDCOVER AREAS AND FIFTY (50) PERCENT MINIMUM OVERLAP IN SHRUB AREAS BY AN AUTOMATIC IRRIGATION SYSTEM. SYSTEM SHALL INCLUDE A RAIN SENSOR DEVICE. USE OF NONPOTABLE WATER SHALL BE USED FROM A RUST FREE SOURCE
4. QUANTITIES ON PLANT LIST ARE FOR CONVENIENCE ONLY. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON PLANTING PLAN(S). WHEN DISCREPENCIES OCCUR BETWEEN THE PLANT LIST AND PLANTING PLANS, THE PLANS ARE TO OVERIDE THE PLANT LIST IN ALL CASES.
5. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.
6. ALL SHRUB AND GROUNDCOVER BEDS SHALL BE LAID OUT IN A UNIFORM AND CONSISTENT PATTERN& SET IN A PERPENDICULAR LINE WHEN ABUTTING PAVEMENT OR BUILDINGS.
7. ALL TREES AND PALMS TO BE STAKED AND GUYED AS INDICATED ON DETAILS.
8. ALL PLANTING AREAS TO RECIEVE 3" LAYER OF GRADE B SHREDDED EUCALYPTUS MULCH. TOP OF MULCH SHALL BE 2" BELOW ANY ADJACENT PAVEMENT.
9. ALL PLANT MATERIAL TO BE BACKFILLED WITH 50% MUCK 50% SAND PLANTING MIXTURE.
10. FERTILIZER SHALL BE APPLIED AS PER MANUFACTURERS RECOMMENDATIONS AS FOLLOWS:

SOD 8-8-8	
ANNUALS & GROUNDCOVER	OSMOCOTE -SIERRA BLEND 14-14-14
SHRUBS, TREES, PALMS	AGRIFORM 20-10-5 TABLETS

11. ALL SOD SHALL BE LAID ON 2" DEPTH OF TOPSOIL. LAID SMOOTH CUT TO CONFORM TO CURB & PLANTERS, AND LAID TO THE WATERLINE
12. ALL EXISTING TREES TO REMAIN SHALL RECEIVE A MIN. 12' MULCH RING.
13. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED ON THREE SIDES WITH APPROVED HEDGE.
14. ALL TREES SHALL BE PLANTED AT LEAST 10' FROM OVERHEAD POWER LINES.
15. LANDSCAPE SHALL NOT OBSCURE FIRE HYDRANT NOR SPRINKLER/STANDPIPE WYES.
16. ALL EXISTING TREES ON SITE IN THE VICINITY OF NEW CONSTRUCTION SHALL BE PROTECTED AS PER THE DETAIL SHOWN ON SHEET L-1
17. TOPSOIL TO BE CLEAN & REASONABLY FREE OF CONSTRUCTION DEBRIS, WEEDS, ROCKS, & NOXIOUS PESTS & DISEASE. THE TOPSOIL FOR ALL PLANTING AREAS SHALL BE AMENDED HORTICULTURALLY ACCEPTABLE ORGANIC MATERIAL. THE MINIMUM TOPSOIL DEPTH SHALL BE SIX (6) INCHES FOR GROUNDCOVER AREAS, FOUR (4) INCHES FOR SEEDED GRASS AREAS AND TWO (2) INCHES FOR SODDED GRASS AREAS.
18. GRASS, SOD AND SEED SHALL BE REASONABLY FREE OF WEEDS, PESTS, AND DISEASES. FOR ANY GIVEN SPECIES OF LAWN, THE MOST PEST AND DROUGHT RESISTANT VARIETY OR STRAIN AVAILABLE SHALL BE REQUIRED.
19. AN EXISTING TREE ON THE SITE HAVING A CALIPER OF FOUR (4) INCHES OR GREATER, EXCEPT FOR FLORIDA HOLLY, POISONWOOD, AUSTRALIAN PINE, AND MELALEUCA, SHALL NOT BE REMOVED FROM THE BUILDING SITE WITHOUT A PERMIT FROM THE LANDSCAPE DEPARTMENT OF THE CITY.
20. ALL TREES REQUIRED SHALL BE SHADE TREES HAVING A MATURE HEIGHT OF NOT LESS THAN TWENTY-FIVE (25) FEET. THEY SHALL HAVE A MATURE CROWN SPREAD OF NOT LESS THAN THIRTY (30) FEET. THEY SHALL HAVE A CLEAR TRUNK AT MATURITY OF AT LEAST SIX (6) FEET.
21. SHADE TREES AT THE TIME OF INSTALLATION SHALL HAVE A MINIMUM TRUNK DIAMETER (CALIPER) OF ONE AND ONE-HALF (1 1/2) TO TWO (2) INCHES, MEASURED FOUR AND ONE-HALF (4 1/2) FEET ABOVE FINISH GRADE& A MINIMUM HEIGHT OF TEN (10) TO TWELVE (12) FEET AND A MINIMUM CROWN SPREAD OF SIX (6) FEET.
22. ALL SHRUBS AT TIME OF INSTALLATION SHALL NOT BE LESS THAN TWO AND ONE-HALF (2 1/2) IN HEIGHT.
23. VINES AT THE TIME OF INSTALLATION SHALL NOT BE LESS THAN TWO AND ONE-HALF (2 1/2) FEET IN HEIGHT WITH AT LEAST THREE (3) RUNNERS.
24. GROUNDCOVER AREAS AT THE TIME OF INSTALLATION SHALL BE PLANTED WITH A MINIMUM OF SEVENTY-FIVE (75) PERCENT COVERAGE WITH ONE HUNDRED (100) PERCENT COVERAGE OCCURRING WITHIN THREE (3) MONTHS OF INSTALLATION.
25. ALL GRASS AREAS SHALL BE SODDED WITH CHINCH BUG RESISTANT GRASS WHEN AVAILABLE.
26. ALL OWNERS OF THE LAND & THIER AGENTS SHALL BE RESPONSIBLE FOT THE MAINTENANCE OF THE LANDSCAPING.
27. ALL PLANTING TO BE DONE IN ACCORDANCE WITH THE PROPER HORDICULTURE PRACTICES.
28. CALL THE CITY OF MIRAMAR LANDSCAPE INSPECTORS @ (954) 602-3260 TO SCHEDULE A PRE-CONSTRUCTION MEETING PRIOR TO THE INSTALLATION OF THE LANDSCAPING.
29. REQUIRED: ALL PLANTINGS SHALL BE PROPERLY FERTILIZED AT THE TIME OF INSTALLATION WITH AT LEAST A MIN. OF 25 PERCENT ORGANIC 6-6-6 WITH TRACE ELEMENTS OR BETTER FERTILIZER.
30. GROUND COVERS SHALL BE PLANTED WITH A MINIMUM OF 75 PERCENT COVERAGE WITH 100 PERCENT COVERAGE OCCURING WITHIN THREE MONTHS OF INSTALLATION.
31. REQUIRED: THE ERADICATION OF NUISANCE VEGATATION (EXOTICS) EXISTING ON SITE IS REQ. ON ALL SITES, INCLUDING ABUTTING RIGHTS-OF-WAYS, PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY. PRIVATELY OUNED NATURAL AREAS SHALL BE INCLUDED IN THIS REQ. FICUS BENJAMINA AND FICUS NITIDA MAY BE USED FOR HEDGE MATERIAL WITH A FIVE-FOOT SEPARATION FROM WATER LINES. FICUS HEDGES MAY NOT BE PLANTED IN UTILITY EASEMENTS.
32. REQUIRED: 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-RES. AND PLANNED COMMUNITY RES. PROJECTS.
33. REQUIRED: ALL SHADE TREES INSTALLED WITH IN SIX FEET OF PUBLIC INFRASTRUCTURE SHALL UTILIZE A ROOT BARRIOR SYSTEM. NOT APPLICALBE TO THIS SITE.
34. REQUIRED: ALL SHADE TREES SHALL BE INSTALLED AT A MINIMUM HORIZONTAL CLEARANCE OF FOUR FEET FROM UNDERGROUND UTILITIES

PLANT LIST

Symbol	Item	Specification	Qty.	Native
BS	Bucera simaruba Gumbo Limbo	20' ht. x 12' spr. 6' c.t, w/ 5" cal. min.	30	Y
CD	Coccoloba diversifolia Pigeon Plum	12' ht. x 8' spr. (Per 90.1.1.15) 7' c.t., and 2" DBH min. (90.1.1.15)	7	Y
CS	Cassia surratensis Cassia	8' ht. x 5' spr. 30" c.t., and 1.5" DBH min. (90.1.1.15)	4	
DR	Delonix regia Royal Poinciana	26' ht. x 18' spr. 6' c.t, w/ 6" cal. min.	4	
IC	Ilex cassine Dahoon Holly	14' ht. x 6' spr. 30" c.t., and 1.5" DBH min. (90.1.1.15)	8	Y
JT	Jatropha integerrima Jatropha Tree (multi-trunk)	8' ht. x 6' spr., 2-1/2" cal. 30" c.t., and 1.5" DBH min. (90.1.1.15)	22	
LI	Lagerstroemia indica 'Nachez White' Crape Myrtle (multi-trunk)	12' ht. x 8' spr. (Per 90.1.1.15) 30" c.t., and 1.5" DBH min. (90.1.1.15)	41	
LIr	Lagerstroemia indica 'Nachez White' Crape Myrtle	Relocated From Site	3	
LI 1	Lagerstroemia indica 'Muskogee' Muskogee Crape Myrtle (multi-trunk)	8' ht. x 5' spr. (Per 90.1.1.15) 30" c.t., and 1.5" DBH min. (90.1.1.15)	22	
QV	Quercus virginiana Live Oak	20' ht. x 14' spr., 6"c.t. 5" cal.	30	Y
QVr	Quercus virginiana Live Oak	Relocated from site	2	Y
PR	Phoenix roebelenii Pygmy Date Palm	6' c.t., Full Heads Matched Specimens	5	
RR	Roystonea regia Royal Palm	17' gw. florida fancy, qty (28) 22' gw. florida fancy, qty (9) 27' gw. florida fancy, qty (8)	45	Y
TG	Tibouchina granulosa Purple Glory Tree (standard)	8' ht. x 6' spr., 2-1/2" cal. 30" c.t., and 1.5" DBH min. (90.1.1.15)	9	
TR	Tirinax radiata 'Triple' Tirinax Palm	5' c.t., 8' c.t, 12' c.t, Full Heads Matched, Straight Trunks	15	Y
ACA	Acalypha wilkesiana Copperleaf Plant	7 gal., 48" ht. x 36" spr., 30" o.c. Install w/ leaves touching	102	
ARA	Arachis glabrata 'Golden Glory' Perennial Peanut	1 gal., 6" ht. x 12" spr., 12"o.c. Install w/ edging to define bedding	1172	
CES	Conocarpus erectus sericeus Silver Buttonwood	7 gal., 24" ht. x 24" spr., Install w/ leaves touching	513	Y
CHR	Chrysobalanus icaco 'Red Tip' Cocoplum	7 gal., 30" ht., 30" spr., 24" oc Install w/ leaves touching	577	
COR	Cordyline fruticosa 'Blk Magic' Cordyline 'Black Magic'	10 gal., 36" ht., 30" spr. min. 3 plants per pot	29	
CRI	Crinum americanum Swamp Lily	3 gal., 24" ht., 18" spr., 18" oc	148	Y
DIZ	Dizogothica elegantissima False aralia	7 gal., 5' ht. x 30" spr., Specimen	14	
EUG	Eugenia uniflora Surinam Cherry 'Hedge'	15 gal., 36" ht. x 30" spr., 30" o.c.	47	
FGI	Ficus microcarpa 'Green Island' Ficus Green Island	7 gal., 24" ht., 24" spr., 24" o.c.	430	
JAS	Jasminum volubile Wax Jasmine	7 gal., 24" ht. x 24" spr., 24" o.c.	903	
NEP	Nephrolepis exaltata 'bostoniensis' Boston Fern	7 gal., 24" ht. x 24" spr., 24" o.c. Install w/ edging to define bedding	271	Y
PHX	Philodendrun xanadu Xanadu	7 gal., 24" ht. x 24" spr., 24" o.c.	339	
PSY	Psychotria nervosa Wild Coffee	7 gal., 30" ht. x 24" spr., 24" o.c.	172	Y
TRA	Trachelospermum asiaticum Dwarf Confederate Jasmine	1 gal., 12" ht. x 12" spr., 12" o.c. Install w/ leaves touching	424	
TRI	Tripsacum floridana Dwarf Fakahatchee grass	7 gal., 30" ht. x 30" spr., 30" o.c.	620	Y
ZAM	Zamia pumila Coontie	7 gal., 24" ht. x 24" spr., 24" o.c.	466	Y
SOD	Stenotaphrum secundatum 'Floratam' Saint Augustine Sod	Solid weed-free panels, stagger joints, Contractor shall verify quantity	22,260 s.f.	

NON-RESIDENTIAL LANDSCAPE DATA TABLE

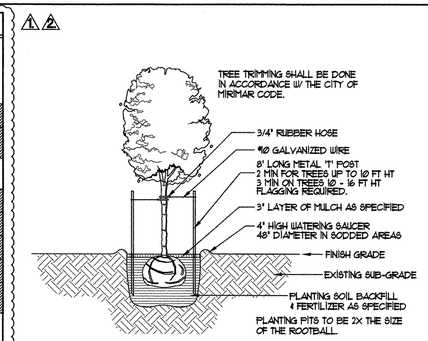
TABLE INSET:

PLANTING DATA TABLE: / CODE REQUIREMENTS:	LINEAL FEET (LF) OR SQUARE FEET (SF)	AMOUNT OR % OF PLANTINGS REQUIRED	AMOUNT OR % OF PLANTINGS PROVIDED	SHADE TREES REQUIRED 50% (3)	SHADE TREES PROVIDED	NATIVE TREES REQUIRED 10% (4)	NATIVE TREES SPECIES PROVIDED	NATIVE SHRUBS REQUIRED 30% (4)	NATIVE SHRUBS PROVIDED
COMMON AREA PLOT (90.16.6)									
CODE REQUIREMENTS: 1/2000 s.f. (1/2000 = 22 TREES)	44,043 X	22 REQ.	22+ PROV.	11 REQ.	TOTAL=DR-4, IC-8, RR-13, JT-12 SHADE TREES 17 PROV.	5 TREES	2 SPECIES. IC-8, RR-13 75% PROV.		
CODE REQUIREMENTS: 5/1000 s.f. SHRUBS	44,043 X 5/1000=220	220 REQ.	220+ PROV					30 %	30 %
PROJECT PERIMETER BUFFERYARD (90.15.2)									
TOTAL BUFFER TREE REQUIREMENT									
TOTAL BUFFER SHRUB REQUIREMENT CONT.	CONTINIOUS								
NORTH									
CODE REQUIREMENTS: 3/40 LF. TREES	340' LF.	26 REQ.	26 PROV.	13 REQ.	TOTAL=LI-25, QV-13 SHADE TREES 13 PROV.	5 REQ.	2 SPECIES. QV-13, LI-25 93% PROV.		
CODE REQUIREMENTS: CONTINIOUS SHRUBS	340' LF.	CONTINIOUS	CONTINIOUS					30 %	30 %
WEST									
CODE REQUIREMENTS: 2/40 LF. TREES	325' LF.	16 REQ.	16+ PROV.	8 REQ.	TOTAL=LIr-3 & LI-2, QV/QVr-6, RR-9, JT-4 DR-1 SHADE TREES 12 PROV.	2 REQ.	2 SPECIES. QV-6, RR-6 45% PROV.		
CODE REQUIREMENTS: CONTINIOUS SHRUBS	325' LF.	CONTINIOUS	CONTINIOUS					30 %	30 %
SOUTH									
CODE REQUIREMENTS: 2/40 LF. TREES	342 LF.	18 REQ.	18+ PROV.	9 REQ.	TOTAL=CD-7, LI-6, RR-11 SHADE TREES 11 PROV.	2 REQ.	2 SPECIES. CD-7, RR-11 75% PROV.		
CODE REQUIREMENTS: CONTINIOUS SHRUBS	342 LF.	CONTINIOUS	CONTINIOUS					30 %	30 %
EAST									
CODE REQUIREMENTS: 3/40 LF. TREES	375 LF.	28 REQ.	28 PROV.	14 REQ.	TOTAL=LI-3, QV-12, RR-13 SHADE TREES 28 PROV.	3 REQ.	2 SPECIES. QV-12, RR-13 25% PROV.		
CODE REQUIREMENTS: CONTINIOUS SHRUBS	375 LF.	CONTINIOUS	CONTINIOUS					30 %	30 %

NON-RESIDENTIAL LANDSCAPE DATA TABLE

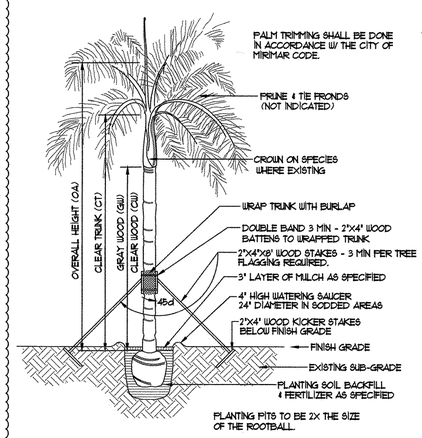
TABLE INSET:

PLANTING DATA TABLE: / CODE REQUIREMENTS:	LINEAL FEET (LF) OR SQUARE FEET (SF)	AMOUNT OR % OF PLANTINGS REQUIRED	AMOUNT OR % OF PLANTINGS PROVIDED	SHADE TREES REQUIRED (3)	SHADE TREES PROVIDED	NATIVE TREES REQUIRED 10% (4)	NATIVE TREES SPECIES PROVIDED	NATIVE SHRUBS REQUIRED 30% (4)	NATIVE SHRUBS PROVIDED
PEDESTRIAN ZONE, 10' WIDTH ALONG FACADE & 6' SIDEWALK									
TOTAL PEDESTRIAN ZONE TREE REQ. 1/60 LF.	550 LF.	9 REQ.	9 PROV.	SHADE=60 LF. =9 REQ.	1 = RR 2 = DR 3 = QV	10 %	10 % PROV.		
TOTAL PEDESTRIAN ZONE SHRUB REQ. 10/40 LF.	550 LF.	138 REQ.	138+ PROV.						
TOTAL PEDESTRIAN ZONE GROUND COVER REQ. 30/40 LF.	550 LF.	138 REQ.	138+ PROV.						
ACCESSWAY LANDSCAPING									
CODE REQUIREMENT: 2 SHADE / 40 LF.	40 LF.	4 REQ.	4 PROV.	SHADE/40 LF. =4 REQ.	RR-2, QV-4, TOTAL SHADE TREES 8. JT-6, TG-2, TOTAL ORN. 8	10 %	4 NAT / 8 TOTAL TREES = 50 %		
CODE REQUIREMENT: 4 ACCENT / 40 LF.	40 LF.	8 REQ.	8 PROV.			10 %	-------		
MONUMENT SIGN (90.25.4) (No sign proposed)									
TREES	N/A	N/A	N/A						
SHRUBS	N/A	N/A	N/A						
LANDSCAPE IN THE VILLA	10,310 S.F.	15% REQ. (10,310 X 15 % = 1546	29 % PROV. (2,989/10,310) 29%						
PARKING ISLANDS (90.15.1)	(1) SHADE TREE PER ISLAND.								
PROPOSED TREES	25 PARKING ISLANDS	25 TREES REQ.	25 TREES PROV.	12 CANOPY TREES REQ.	25 PROVIDED	3 REQ.	25 PROV.		
STREET TREES (1/30 LF) (90.15.1)									



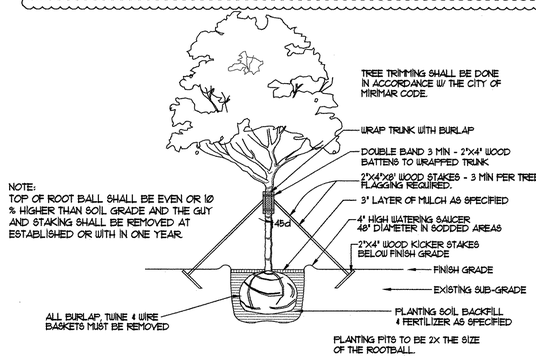
SMALL TREE PLANTING DETAIL

NOTE:
TOP OF ROOT BALL SHALL BE EVEN OR 10 % HIGHER THAN SOIL GRADE AND THE GUY AND STAKING SHALL BE REMOVED AT ESTABLISHED OR WITH IN ONE YEAR.



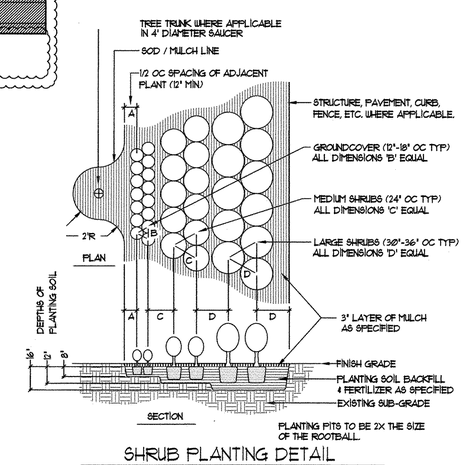
PALM PLANTING DETAIL

NOTE:
TOP OF ROOT BALL SHALL BE EVEN OR 10 % HIGHER THAN SOIL GRADE AND THE GUY AND STAKING SHALL BE REMOVED AT ESTABLISHED OR WITH IN ONE YEAR.



NOTE:
TOP OF ROOT BALL SHALL BE EVEN OR 10 % HIGHER THAN SOIL GRADE AND THE GUY AND STAKING SHALL BE REMOVED AT ESTABLISHED OR WITH IN ONE YEAR.

LARGE TREE PLANTING DETAIL



SHRUB PLANTING DETAIL

No.	REVISIONS	Date
3.	Dev.Rev. Report	1-14-16
2.	Rev. Siteplan	11-25-15
1.	DRC Comments	4-14-15

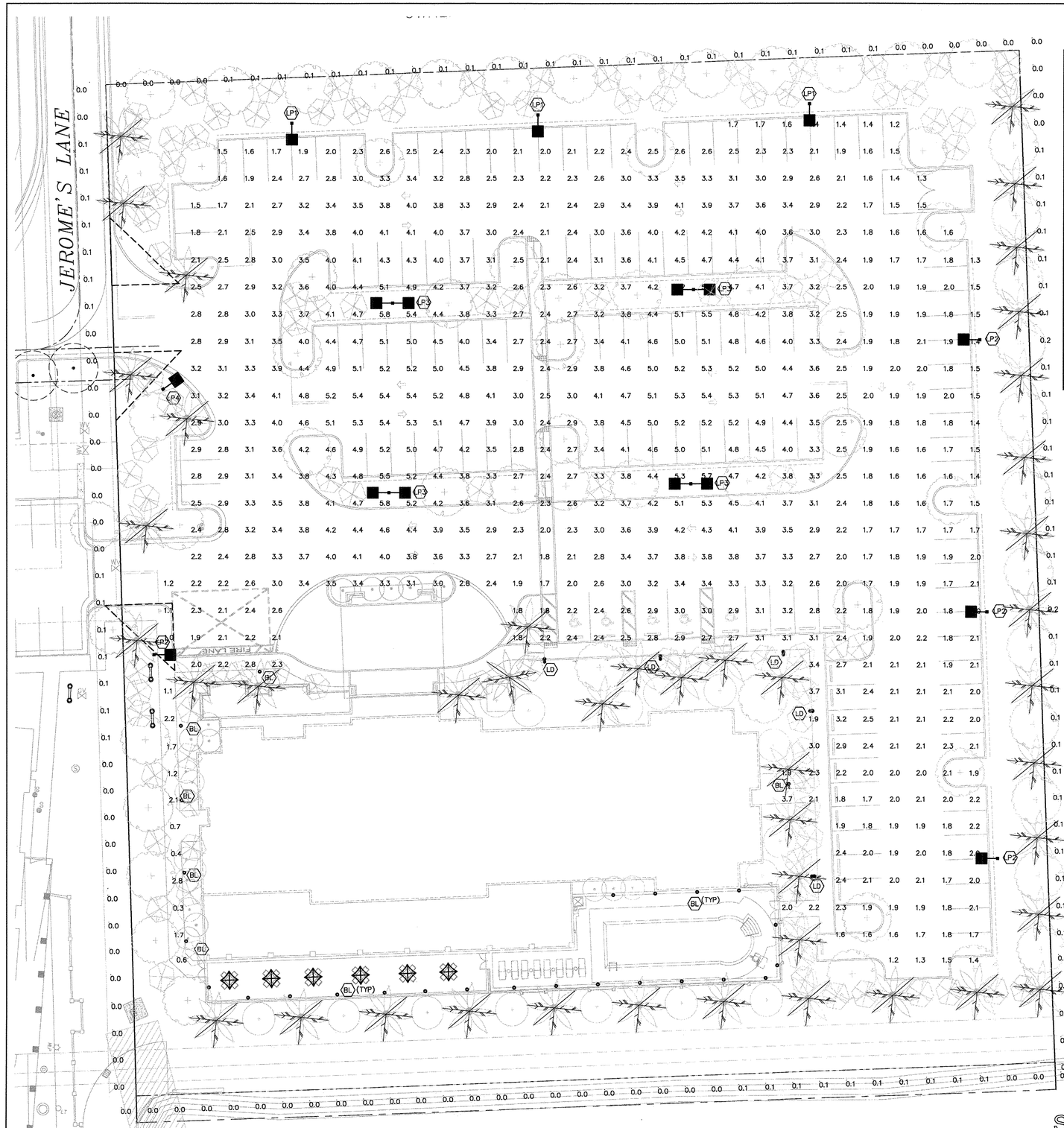
Site Plan Submittal

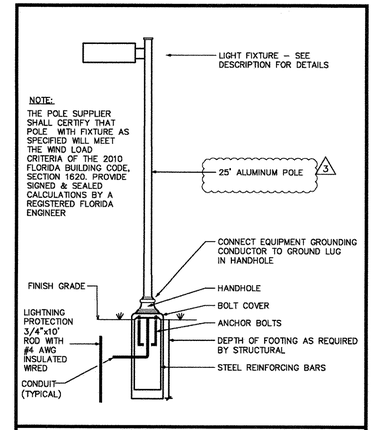
Project Name: SPRINGHILL SUITES
Miramar Park of Commerce, Miramar, FL
Drawing Title: PLANT LIST, DETAILS, AND NOTES

RHETT ROY
Landscape Architecture Planning, P.A.
412 North Andrews Avenue
Fort Lauderdale FL 33301
Florida License Number LA 393
Fax 954/462-0722
Phone 954/462-0704

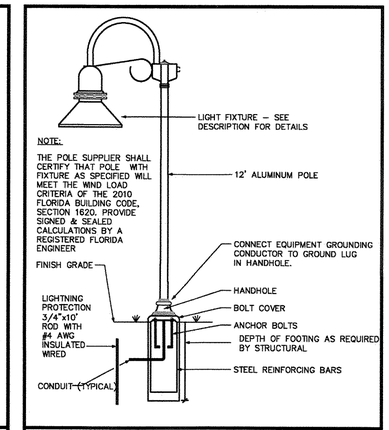
Seal
2.2.16
Florida License No. 0000343

Drawn	JSC
Project No.	14044.00
CAD File No.	14044.00
Date	02/02/15
Scale	N.T.S.
Drawing No.	L-3



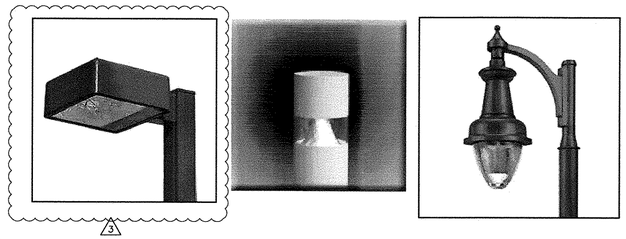


POLE DETAIL (P3) (P5)
NOT TO SCALE



POLE DETAIL (D1)
NOT TO SCALE

OWNER: SUNBEAM DEVELOPMENT CORP.



Luminaire Schedule									
Symbol	Label	[MANUFAC]	Description	Qty	Arrangement	Total Lamp Lumens	LLF	Lum. Watts
	BL	U.S. ARCHITECTURAL L	BRAB-CL-HV-36LED-NW-HS180	26	SINGLE	N.A.	0.900	39.6
	LD	SUN VALLEY LIGHTING	LCLS-APA-CP-V-60LED-NW	5	SINGLE	N.A.	0.900	66
	LP1	U.S. ARCHITECTURAL L	LUM-III-40PLED-700mA-NW-HS	3	SINGLE	N.A.	0.900	91.7
	LP2	U.S. ARCHITECTURAL L	LUM-IV-FT-80PLED-700mA-NW-HS	4	SINGLE	N.A.	0.900	183
	LP3	U.S. ARCHITECTURAL L	LUM-V-SQ-M-80PLED-700mA-NW	4	D180	N.A.	0.900	183.3
	LP4	U.S. ARCHITECTURAL L	LUM-III-80PLED-700mA-NW-HS	1	SINGLE	N.A.	0.900	183.4

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PL-EAST	Illuminance	Fc	0.08	0.2	0.0	N.A.	N.A.
PL-NORTH	Illuminance	Fc	0.07	0.1	0.0	N.A.	N.A.
PL-SOUTH	Illuminance	Fc	0.03	0.1	0.0	N.A.	N.A.
PL-WEST	Illuminance	Fc	0.04	0.2	0.0	N.A.	N.A.
SITE_Planar	Illuminance	Fc	3.00	5.9	1.0	3.00	5.90
WALKWAY	Illuminance	Fc	1.18	2.8	0.3	3.93	9.33

ANY ACCEPTABLE ALTERNATE/SUBSTITUTE MUST BE APPROVED IN WRITING PRIOR TO BID DATE.
TO CONFIRM THAT THE SPECIFIED PHOTOMETRIC CRITERIA HAS BEEN MET, A COMPUTER DISK CONTAINING THE IES PHOTOMETRIC FILE FOR THE PROPOSED ALTERNATE/SUBSTITUTION MUST BE SUBMITTED TO KAMM CONSULTING ENGINEERS FOR EVALUATION NO LESS THAN 10 DAYS PRIOR TO BID.

SITE PHOTOMETRIC PLAN

1"=20'-0" NORTH

SITE PLAN UPDATED (2)

LIGHT POLE LAYOUT REVISED (3)

OWNER: SOUTH BROWARD DRAINAGE DISTRICT

ISSUED FOR PERMIT
ISSUED FOR CONSTRUCTION

KAMM CONSULTING PROJECT #: 2014-0874
PROJECT MANAGER: RICK GONZALEZ
KAMM Consulting
1407 West Newport Center Drive
Deerfield Beach, Florida 33442
Phone 954-949-2260 Fax 954-949-2261
engineers@kammconsulting.com
Certificate of Authorization #5159
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Date: 9/15/2014
Project #: GW2014001
Drawn: GFW
ARC. Reg. #AR0009531
ARC. BUS. # AA26002745

Revisions:
1 5-1-15 DRC COMMENTS
2 11-25-15 SITEPLAN UPDATE
3 1-20-16 DRC COMMENTS

SPRINGHILL SUITES for MIRAMAR HOTELS, LLC
MIRAMAR PARK OF COMMERCE CITY OF MIRAMAR, FLORIDA

George White ARCHITECT
6127 C. DURHAM DRIVE, LAKE WORTH, FLORIDA 33467
561-997-6698

SITE PHOTOMETRIC PLAN

E1.1

14.
QUASI-JUDICIAL
April 6, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: April 6, 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: 6012

Item Description: Temp. Reso. No. 6012, CONSIDERING COMMUNITY APPREARANCE BOARD APPLICATION NO. 1501349, FOR SPRINGHILL SUITES, A SIX STORY HOTEL ON A 2.94 ACRE SITE WITHIN THE MIRAMAR PARK OF COMMERCE PHASE V PLAT, LOCATED SOUTH OF MIRAMAR PARKWAY, NORTH OF THE HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE, AND EAST OF RED ROAD. (Community and Economic Development Director Eric Silva)

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

Summary Explanation and Background: The Applicant seeks Community Appearance Board approval to develop a 6-story, 124 room SpringHill Suites hotel, 132 parking spaces and related facilities on a 2.94-acre parcel within the Miramar Park of Commerce Phase V Plat. This application covers the design of the building, accessory structures, landscaping, lighting and signage.

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 3/23/16 and/or by sending mailed notice to property owners within 1,000 feet of the property on 3/23/16. (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 6012**
- **Attachment(s)**
  - **Attachment 1: Location Map and Aerial View**
  - **Attachment 2: Community Appearance Board Architectural Design Summary**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager *for KWR*

BY: Eric Silva, Director of Community & Economic Development

DATE: February 29, 2016

RE: Temp. Reso. No. 6012, Application No.1501349, Community Appearance Board application to develop a 6-story, 124 room SpringHill Suites hotel with 132 parking spaces and related facilities on a 2.94-acre parcel within the Miramar Park of Commerce Phase V Plat

---

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 6012, Community Appearance Board ("CAB") application No. 1501349, for SpringHill Suites, with the following conditions:

(1) All applicable state and federal permits must be obtained before commencement of the development subject to this approval; and

(2) Prior to the issuance of a building permit, the applicant shall provide a final list of sustainable building, site, lighting and landscaping practices, consistent with the final construction documents, for review and approval by the Community & Economic Development Director; and

(3) Any future renovation or exterior painting of the buildings and structures on the subject property subsequent to this approval shall be subject to the City's prior approval in accordance with the established design standards and Community Appearance procedures in effect at that time, including facade improvements, prior to the issuance of a building or zoning (repainting) permit.

ISSUE: City Commission approval is required for the architectural design review of property within the City.

BACKGROUND: This is an application for CAB approval to develop a 6-story SpringHill Suites hotel with 124 suite hotel rooms, 132 parking spaces, 1,290 sq. ft. conference room, communal area/lounge and related facilities on a 2.94-acre parcel within the Miramar Park of Commerce Phase V Plat. The proposed hotel is located adjacent to a lake, north of the Homestead Extension of the Florida Turnpike, and east of the existing Hampton Inn & Suites. Access to the hotel is from Red Road, via a driveway leading south from Mark's Way.

In addition to the CAB application, the applicant has submitted for site plan application (No. 1501123) and a conditional use application (No. 1501353). The CAB recommended approval of this application on January 28, 2016.

The Development Review Committee signed off on the site plan application with a recommendation of approval on February 11, 2016.

Temp. Reso. No. 6012
2/29/16
3/25/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, CONSIDERING COMMUNITY APPREARANCE BOARD APPLICATION NO. 1501349, FOR SPRINGHILL SUITES, A SIX STORY HOTEL ON A 2.94 ACRE SITE WITHIN THE MIRAMAR PARK OF COMMERCE PHASE V PLAT, LOCATED SOUTH OF MIRAMAR PARKWAY, NORTH OF THE HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE, AND EAST OF RED ROAD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 98-25 provides for the creation of a Community Appearance Board ("CAB") to implement and apply a community design plan and architectural design standards; and

WHEREAS, Miramar Hotels LLC, a Florida corporation , has submitted Application No. 1501349, a complete application for CAB review as provided for in Section 813 of the Land Development Code ("LDC"); and

WHEREAS, pursuant to the established community appearance design criteria and procedural rules of Section 813 of the LDC, the CAB reviewed the submitted materials for Application No. 1501349 and made a determination that the application is in substantial conformance with the established criteria; and

WHEREAS, the City Manager recommends approval; and

WHEREAS, the City Commission finds that the approval of Application No. 1501349 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 CAB application for SpringHill Suites is in substantial compliance with Section 813 of the LDC.

Section 3: That it hereby approves Application No. 1501349 for SpringHill Suites, as recommended for approval by the CAB on January 28, 2016. The subject property is described as lying in the State of Florida, County of Broward, to-wit:

> A portion of Parcel "A", Miramar Park of Commerce Phase V, according to the plat thereof, as record in Plat Book 170, at Pages 161 through 164, of the Public Records of Broward County, Florida, being more particularly described as follows:
>
> Commence at the Southwest corner of said Parcel "A"; said Point of Commencement being on the easterly right-of-way line of Hiatus Road (S.W. 112th Avenue) – Red Road (S.R. 823); thence North 88°14'21" East for 260.00 feet to a point of curvature of a circular curve concave Southwesterly; thence Northeasterly, Easterly, and Southeasterly along a circular curve to the right, having a radius of 594.00 feet and a central angle of 31°27'33", for an arc distance of 326.15 feet to a point on said circular curve; last mentioned two courses being coincident with the most Southerly boundary lines of said Parcel "A"; thence North 01°45'39" West, along a line that is parallel with and 570.00 feet East of, as measured at right angles, to the said Easterly right-of-way line of Hiatus Road (S.W. 112th Avenue) – Red Road (S.R. 823), for 242.28 feet to the Point of Beginning; said Point of Beginning lying on the North line of Parcel "C", of said plat of Miramar Park of Commerce Phase V; thence continue North 01°45'39" West for 375.14 feet; last described course being coincident with a portion of the Easterly line of an existing parcel as recorded in Official Records Book 44712, at Page 887, and also being coincident with

> a portion of the Easterly line of an ingress/egress easement as recorded in Official Records Book 46993, at Page 1729; thence North 87°50'29" East for 339.72 feet; thence South 02°09'31" East, perpendicular to the last course, for 375.13 feet to a point on the North line of said Parcel "C"; said parcel line also being a Southerly line of said Parcel "A"; thence South 87°50'29" West along said North line of Parcel "C" for 342.32 feet to the Point of Beginning. All lying and being in Section 30, Township 51 South, Range 41 East, City of Miramar, Broward County, Florida. (excerpted from T.R.6013, City of Miramar).

The approval of this application is based in part upon the site plan consisting of 44 pages for Springhill Suites for the subject property, one page cover sheet of which was prepared by Camero & Associates, Inc., civil engineers and planners, of Miami, FL, under Job #14-126, dated 2/12/154 with no date of revision; the one page boundary survey prepared by Scwebke, Shiskin & Associates of Miramar, FL, under File No. B-1975 undated; 35 pages was entitled Springhill Suites prepared George White Architect of Lake Worth, FL, under Job #GW2014001, dated 2/12/15 with no date of revision for Sheets C-3, C-4, WS-5, FP-1, FP-2, A-100.2, A-420, A-421, A-423, A-430, A-431, A-432, A-433, A-434, PMS-2, PD-1, with one revision for Sheets A-100.0, A-100.1, A-100.3, A-100.4, A-100.5, A-100.6, A-100.7, A-111.1, A-111.2, A-111.3, A-111.4, A-111.5, A-111.6, A-111.7, A-130.1, A-130.2, with two revisions for Sheets A-130.3, A-130.4, and with last date of revision for Sheet E1.1 on 1/20/16; 4 pages of which are prepared by the City of Miramar Engineering Services Department undated and unrevised for Sheet 1 of 10 without sheet #, Sheet C-7, C-8, and C-9; and 3 pages of

which were prepared by Rhett Roy of Ft. Lauderdale, FL for Springhill Suites, under Project No. 14044.00 and dated 2/2/15 with last date of revision of 11/25/15 for Sheet L-1, with last date of revision of 1/14/16 for Sheets L-2 and L-3 (the "Site Plan").

Section 4: That the following conditions shall apply to this approval:

1. All applicable state and federal permits must be obtained before commencement of the development subject to this approval; and

2. Prior to the issuance of a building permit, the applicant shall provide a final list of sustainable building, site, lighting and landscaping practices, consistent with the final construction documents, for review and approval by the Community & Economic Development Director; and

3. Any future renovation or exterior painting of the buildings and structures on the subject property subsequent to this approval shall be subject to the City's prior approval in accordance with the established design standards and Community Appearance procedures in effect at that time, including facade improvements, prior to the issuance of a building or zoning (repainting) permit.

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.

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

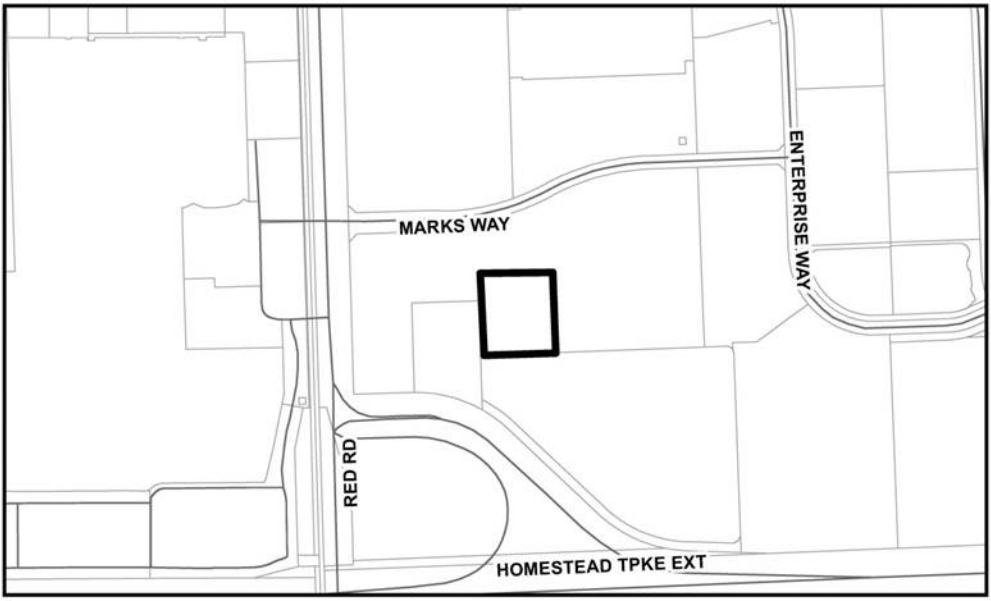
I HEREBY CERTIFY that I have approved this RESOLUTION as to form:

_____
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	_____

Location Map/Aerial View
CAB 1501349

Attachment 1



Attachment 2

Community Appearance Board

ARCHITECTURAL DESIGN SUMMARY

PROJECT NAME Springhill Suites Hotel
APPLICATION #1501349

This new hotel is located adjacent to a lake and to the Homestead Extension of the Florida Turnpike. Access to the hotel is from Red Road on the East side behind the existing Hampton Inn at the Miramar Park of Commerce.
The structure is 6 stories and incorporates 124 rooms. The challenge of the design is to relate to the surrounding structures but still to delineate the façade in a contemporary Mediterranean architecture incorporating canopies, arches and porticochere. The primary façade facing South will be visible from the turnpike. The two hotels which are perpendicular to each other and provide a welcoming human space with covered verandas, paver deck areas and pool, with long views across the lake. The landscape relates to the existing hotel and is beyond the minimums required by Code. The entry sequence will have a lush tropical appearance. Conference facilities are incorporated into the ground floor plan.

RECOMMENDED FOR APPROVAL: Y/N
CAB CONSULTANT ARCHITECT: Tamara Peacock

Tm Peacock

15.
QUASI-JUDICIAL
April 6, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: April 6, 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: 6014

Item Description: Temp. Reso. No. 6014, CONSIDERING APPLICATION NO. 1506148, LANDSCAPE VARIANCE APPROVAL FOR A NEW TOWERCOM TELECOMMUNICATION FACILITY AND 140-FOOT HIGH STEALTH TOWER, LOCATED ON A LEASED PARCEL OF THE SAFEGUARD SELF-STORAGE PROPERTY AT THE NORTHEAST CORNER OF UNIVERSITY DRIVE AND THE HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE. (Community and Economic Development Director Eric Silva)

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

Summary Explanation and Background: The Applicant seeks landscape variance approval for a proposed 140-foot stealth telecommunciation tower and associated ground level equipment area.

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 3/23/16 and/or by sending mailed notice to property owners within 600 feet of the property on 3/23/16. (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 TR6014**
- **Attachment(s)**
  - **Attachment 1: Location Map and Aerial View**
  - **Attachment 2: Landscape Variance Staff Report**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager *Above for KWR*

BY: Eric Silva, Director of Community & Economic Development

DATE: March 2, 2016

RE: Temp. Reso. No. 6014, Application No. 1506148, Landscape Variance approval for a new TowerCom telecommunications facility and a 140-foot high stealth tower, located within the retention area of the Safeguard Self-Storage property, at the northeast corner of University Drive and the Homestead Extension of Florida's Turnpike

---

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 6014, Application No. 1506148, landscape variance approval for a new TowerCom telecommunications facility and a 140-foot stealth tower, with the following conditions:

1. All applicable state and federal permits must be obtained before commencement of the development subject to this approval; and
2. Prior to issuance of building permit, the applicant shall obtain a Tree Removal Permit from the Community & Economic Development Department for all trees to be removed or relocated from the site.

ISSUE: City Commission approval is required for variances of property within the City.

BACKGROUND: The Applicant is seeking approval for a landscape variance of a 5-foot wide landscape buffer on the eastern and northern boundaries from the required 10-foot landscape bufferyard. The eastern portion of the leased parcel is adjacent to a 20-foot utility easement. The applicant has proposed three tiers of plant material as required by code. The Development Review Committee recommended approval of this variance with conditions on February 11, 2016. The Community Appearance Board also recommended approval of this variance; given the existing landscaping on the site and that the proposed design will adequately address the aesthetic impact of the tower and site.

Temp. Reso. No. 6014
2/18/16
3/25/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, CONSIDERING APPLICATION NO. 1506148, LANDSCAPE VARIANCE APPROVAL FOR A NEW TOWERCOM TELECOMMUNICATION FACILITY AND 140-FOOT HIGH STEALTH TOWER, LOCATED ON A LEASED PARCEL OF THE SAFEGUARD SELF-STORAGE PROPERTY AT THE NORTHEAST CORNER OF UNIVERSITY DRIVE AND THE HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, TowerCom VIII, LLC, a Florida Corporation, has submitted Application No. 1506148, for landscape variance review as provided for in Section 506 of the Land Development Code ("LDC"); and

WHEREAS, pursuant to Section 506.3 of the LDC, the Development Review Committee ("DRC") has evaluated the variance application and has made a determination that the variance is in substantial conformance with the applicable requirements, including those set forth in Sections 506.6 and 506.7 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 variance is in the best interest of the citizens and residents of the City of Miramar, Florida.

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 landscape variance application for the TowerCom telecommunications facility is in substantial compliance with the requirements of Sections 506.7 and 506.8 of the Land Development Code.

Section 3: That it hereby approves Application No. 1506148, Variance for TowerCom VIII LLC, a Florida Limited Liability Company, as recommended for approval by the DRC on February 11, 2016. The landscape variance consists of a 5-foot wide landscape buffer on the East and North boundaries of the subject property reduced from the required 10-foot wide buffer. The eastern portion of the subject property is adjacent to a 20-foot wide utility easement. The subject property is described as a parcel of land lying in Section 27, Township 51 South, Range 41 East, Broward County, Florida, being a portion of Tract A, Miramar Park Fifth Addition, according to the plat thereof, as recorded in Plat Book 92, Page 50, of the Public Records of Broward County, Florida, said parcel being more particularly described as follows:

> Commencing at the Southwest corner of said Section 27, proceed thence North 00°23'48" East along the West line of the Southwest ¼ of said Section 27 a distance of 415.00 feet; thence South 89°40'43" East a distance of 80.00 feet to the Southwest corner of said Tract A; thence continue South 89°40'43" East along the South line of said Tract A a distance of 445.27 feet; thence departing said South line, North 00°24'22"

East a distance of 20.00 to the Point of Beginning; thence continue North 00°24'22" East a distance of 125.00 feet; thence South 89°40'43" East a distance of 21.21 feet to a point on the Southwesterly line of a 20.00 foot wide utility easement described in Official Records Book 27368, Page 219, Public Records of Broward County, Florida; thence South 29°41'05" East along said Southwesterly line a distance of 144.35 feet; thence departing said Southwesterly line, North 89°40'43" West along a line 20.00 feet North and Parallel with the aforementioned South line of Tract A a distance of 83.58 feet to the Point of Beginning. Said parcel containing an area of 7174 square feet more or less. (Description from Sheet C-1 of plans prepared by Kimley Horn of West Palm Beach dated November, 2015 without revision.)

Section 4: That the following conditions shall apply to this approval:

2. All applicable state and federal permits must be obtained before commencement of the development subject to this approval; and
3. Prior to issuance of building permit, the applicant shall obtain a Tree Removal Permit from the Community & Economic Development Department for all trees to be removed or relocated from the site.

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.

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

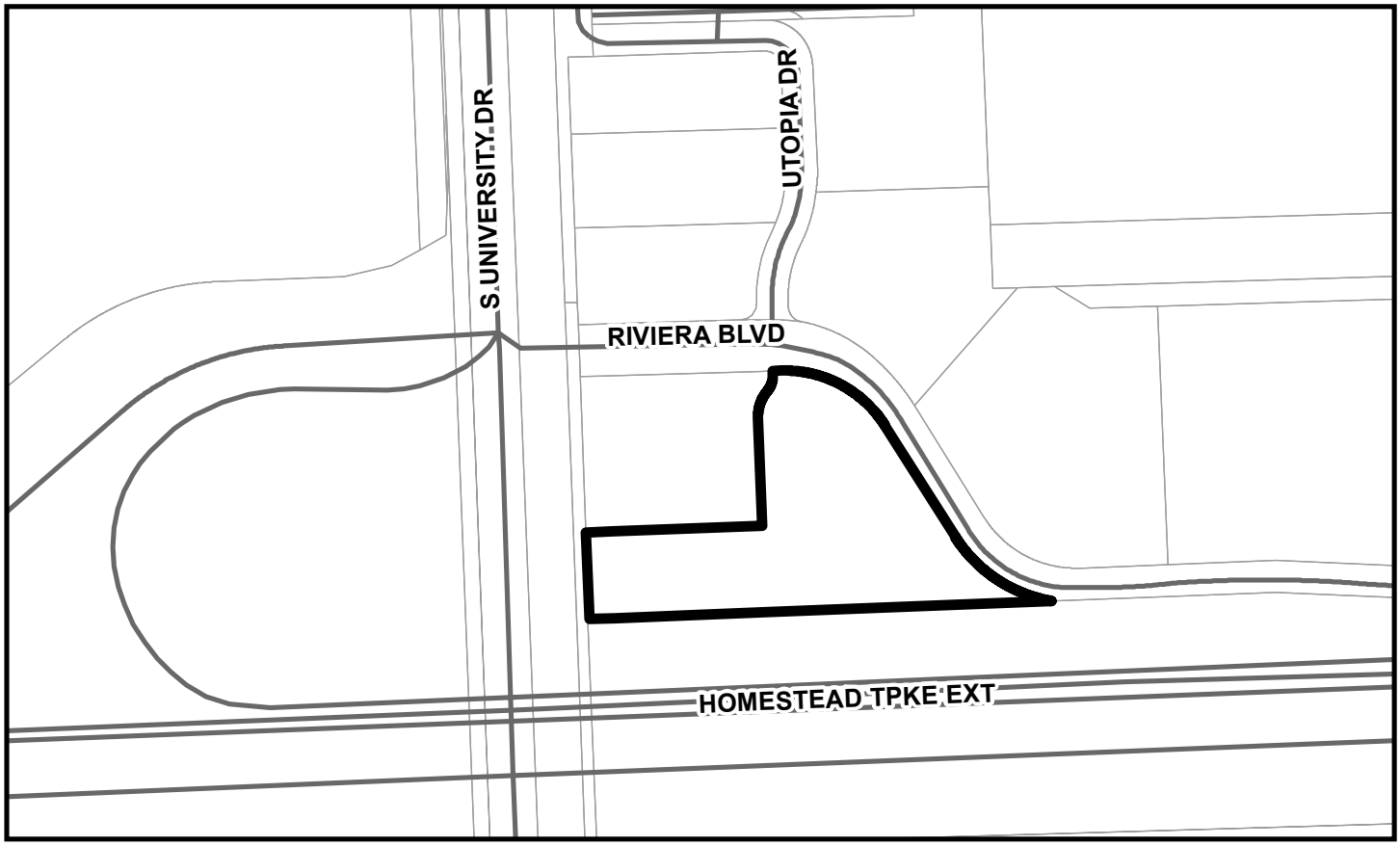
I HEREBY CERTIFY that I have
approved this RESOLUTION
as to form:

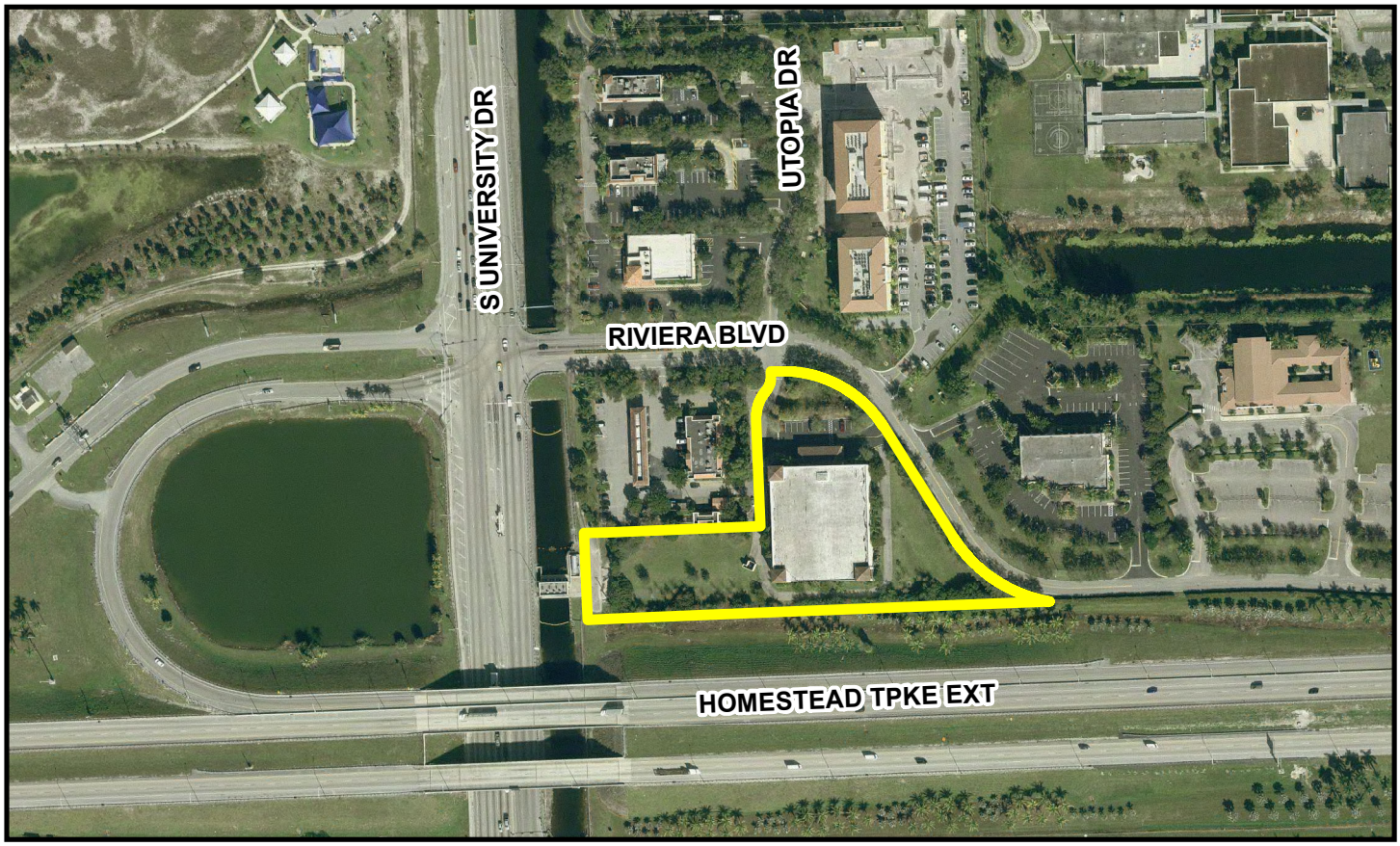
_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

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

Location Map/Aerial View
VAR 1506148

Attachment 1





ATTACHMENT 2
Application: 1506148
Date: 2/8/16
Project Manager: Frensky Magny

City of Miramar

Community Development Department
Development Review Report

I) Project Summary

Application: Application No. 1506148

Application Summary: The Applicant is requesting a landscape variance for a proposed wireless communication facility including a 140-foot monopole tower at 7950 Riviera Boulevard. The new facility will be located within the retention area on the eastern side of the Safeguard self-storage property.

Owner:
Safeguard Properties LLC
3384 Peachtree Road Suite 400
Atlanta, Georgia 30326

Agent:
Deborah L Martohue
Martohue Land Use Law
2822 54th Avenue South, #224
St. Petersburg, FL 33712

Related Applications:
Site Plan (#1505786)
Community Appearance Board (#1505788)
P&Z Escrow (#1505790)
Setback Variance (#1505806)

II) Planning Information:

Site Location: 7950 Riviera Boulevard

Land Use Plan Designation: Low Medium 10 Residential

Zoning District: B-3 – Heavy Business

Existing Use: Retention area for self-storage building

Proposed Uses of Property: New wireless communication facility including a 140' tower.

Area: 7,174 square Feet (leased space).

Adjacent properties:

	Existing Use	Zoning	Land Use Plan
North	Advance Auto	B-2, Community Business District	Commercial
East	South Florida Blood Bank	PID, Planned Industrial Development	Employment Center
South	Homestead Extension of the Florida Turnpike	N/A	Transportation
West	Safeguard Self-Storage	N/A	Transportation

II) Background

The City's telecommunication facility regulations are designed to permit the use in a way that serves the need for wireless communication services, while minimizing any impacts to the community. The applicant is proposing to erect a new **140-ft** monopole telecommunication tower and its associated equipment within the retention area at 7950 Riviera Boulevard, a privately-owned property.

The Applicant is seeking approval for a landscape variance of a 5-feet wide landscape buffer on the east and north boundaries from the required 10-foot buffer. The eastern portion of the leased parcel is adjacent to a 20-foot utility easement. The applicant has proposed three tiers of plant material as required by code.

III) Analysis of Requirements to Grant a Variance

The City's Land Development Code (*Section 506.7*) provides that a variance can only be granted if a preponderance of the evidence demonstrates that the conditions listed herein are met.

a) The particular physical surroundings, shape, topographical condition, or other physical or environmental conditions of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the regulations were carried out literally.

Applicant's Response: The Parent Tract west of the existing internal access driveway is fully developed as a storage facility. The passively used area of the Parent Tract available for the addition of an accessory use unipole is the triangular-shaped area located in the southwest portion of the Parent Tract. The Lease Parcel's irregular shape is caused and constrained by an existing roadway, an existing utility easement and an internal circulation system. This triangular-shaped area in the southwest portion of the Parent Tract is designed and used as a dry retention area. As such, the shape and topographical conditions constrain the location of the decorative wall restricting not only the area available for a landscape buffer but also restricting the ability to install landscape material on the west and south sides of the compound, which if installed, would impede drainage flow which would have an adverse impact on the Parent Tract and surrounding properties and roadways. The Lease Parcel is an underutilized area of the Parent Tract located in a highly commercial area proximate to the existing wireless communications site (which it does not own, lease or otherwise have a financial interest in) will soon be creating a urgent need for a replacement wireless communication facility of sufficient height to accommodate three to four providers. The aforementioned physical and environmental site conditions present a hardship specific to the Applicant by:

i. Limiting the available landscape buffer width and requiring a five (5) foot variance on the north and east sides and a ten (10) foot variance along the west side; and
ii. Prohibiting the installation of the required three tier landscaping along the west and south sides of the compound which would impede proper drainage flow which is mitigated by the use of decorative fencing to block minimize public view of the equipment facilities.

Staff's Evaluation: The 20-foot utility easement on the eastern portion of the parcel prevents the applicant from expanding the landscape buffer to the required 10 feet from the proposed 5-foot width. The applicant will still provide the required three tiers of plant material.

b) *The conditions upon which the request for a variance is based are unique to the parcel and would not be generally applicable to other property within the vicinity.*

Applicant's Response: The above-described physical and environmental conditions are unique to the subject parcel as a result of its physical triangular parcel shape and topographical design required for proper drainage.

Staff's Evaluation: The location, shape, size, and current usage of the triangular shaped lease parcel make this variance unique to this parcel. Due to existing and proposed development within the vicinity, the leased parcel may be a reasonable choice for a telecommunication tower to service the community.

c) *The alleged difficulty or hardship has not been deliberately created to establish a use or structure, which is not otherwise consistent with this Code.*

Applicant's Response: The Applicant neither deliberately create the or establish the irregular triangular shape of the Parent Tract or Lease Parcel nor the physical and topographical constraints resulting from the existing utility easement, roadway, access drive or dry retention area. The Lease Parcel is an underutilized area of the Parent Tract located in a highly commercial area proximate to the existing wireless communications site (which it does not own, lease or otherwise have a financial interest in) will soon be creating a urgent need for a replacement wireless communication facility of sufficient height to accommodate three to four providers.

Staff's Evaluation: The lease parcel's current use is a dry retention for the Safeguard self-storage building and was not deliberately intended to become a hardship for a potential telecommunication tower.

d) *The granting of the variance will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity.*

Applicant's Response: The decorative wall and fence provides equipment screening, appropriate and landscape buffering to ensure maximum visual mitigation from adjoining properties and roadways and thus fulfills the LDC's purpose and intent to protect the public health, safety and welfare.

Staff's Evaluation: The stealth design and wall, fence, and landscaping will adequately address the aesthetic impact for the tower and equipment.

e) The proposed variance will not substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the vicinity.

Applicant's Response: The requested landscape variances have zero impact on traffic congestion and poses no increase in danger of fire. The stealth design and neutral color of the Unipole, the designed co-location opportunities which reduce future tower proliferation, the decorative wall that provides equipment screening and appropriate landscape buffering in a highly commercial area abutting the interchange of SR 821 and University Boulevard with no residential uses within the immediate vicinity ensures that property values within the vicinity will not be diminished or impaired.

Staff's Evaluation: Staff concurs with the applicant's response.

IV) Staff Recommendation

Staff recommends approval.

16.
QUASI-JUDICIAL
April 6, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: April 6, 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: 6015

Item Description: Temp. Reso. No. 6015, CONSIDERING APPLICATION NO. 1505786, SITE PLAN AMENDMENT APPROVAL FOR A NEW 140-FOOT HIGH STEALTH TELECOMMUNICATION TOWER, LOCATED ON A LEASED PARCEL OF THE SAFEGUARD SELF-STORAGE PROPERTY AT THE NORTHEAST CORNER OF UNIVERSITY DRIVE AND THE HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE. (Community & Economic Development Director Eric Silva)

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

Summary Explanation and Background: The Applicant seeks site plan amendment approval for a proposed 140-foot stealth telecommunciation tower and associated ground level equipment area.

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 3/23/16 and/or by sending mailed notice to property owners within 1,000 feet of the property on 3/23/16. (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 TR6015**
- **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 *Agree for KWR*

BY: Eric Silva, Director of Community & Economic Development

DATE: March 2, 2016

RE: Temp. Reso. No. 6015, Application No. 1505786, Site Plan Amendment approval for a new 140-foot high stealth telecommunications tower, located within the retention area of the Safeguard Self-Storage property, at the northeast corner of University Drive and the Homestead Extension of Florida's Turnpike

---

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 6015, Application No. 1505786, site plan amendment approval for a new 140-foot stealth telecommunications tower, 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, including new telecommunication towers.

BACKGROUND: The proposed plan is for a new wireless telecommunication tower designed as a 140-foot stealth flag pole and a 7,174-square foot ground-level equipment area that will include three platforms screened by decorative wall, fencing and landscaping to hold equipment for the facility and future service providers. In addition to the site plan amendment, the applicant has submitted applications for setback variance, landscape variance, and Community Appearance Board approval. The Planning & Zoning Board approved the setback variance on January 12, 2016. The Development Review Committee recommended approval of this site plan amendment and the landscape variance with conditions on February 11, 2016.

Temp. Reso. No. 6015
2/18/16
3/25/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, CONSIDERING APPLICATION NO. 1505786, SITE PLAN AMENDMENT APPROVAL FOR A NEW 140-FOOT HIGH STEALTH TELECOMMUNICATION TOWER, LOCATED ON A LEASED PARCEL OF THE SAFEGUARD SELF-STORAGE PROPERTY AT THE NORTHEAST CORNER OF UNIVERSITY DRIVE AND THE HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, TowerCom VIII, LLC, a Florida Corporation, has submitted Application No. 1505786, for site plan amendment review as provided for in Section 511 of the Land Development Code ("LDC"); and

WHEREAS, pursuant to Section 511.6 of the LDC, the Development Review Committee ("DRC") has evaluated the site plan amendment 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 amendment is in the best interest of the citizens and residents of the City of Miramar, Florida.

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 amendment application for the TowerCom telecommunications tower is in substantial compliance with the requirements of Section 511 of the Land Development Code.

Section 3: That it hereby approves Application No. 1505786, Site Plan Amendment for TowerCom, as recommended for approval by the DRC on February 11, 2016. The eastern portion of the subject property is adjacent to a 20-foot wide utility easement. The subject property is described as a parcel of land lying in Section 27, Township 51 South, Range 41 East, Broward County, Florida, being a portion of Tract A, Miramar Park Fifth Addition, according to the plat thereof, as recorded in Plat Book 92, Page 50, of the Public Records of Broward County, Florida, said parcel being more particularly described as follows:

> Commencing at the Southwest corner of said Section 27, proceed thence North 00°23'48" East along the West line of the Southwest ¼ of said Section 27 a distance of 415.00 feet; thence South 89°40'43" East a distance of 80.00 feet to the Southwest corner of said Tract A; thence continue South 89°40'43" East along the South line of said Tract A a distance of 445.27 feet; thence departing said South line, North 00°24'22" East a distance of 20.00 to the Point of Beginning; thence continue North 00°24'22" East a distance of 125.00 feet; thence South 89°40'43" East a distance of 21.21 feet to a point on the Southwesterly line of a 20.00 foot wide utility easement described in Official Records Book 27368, Page

> 219, Public Records of Broward County, Florida; thence South 29°41'05" East along said Southwesterly line a distance of 144.35 feet; thence departing said Southwesterly line, North 89°40'43" West along a line 20.00 feet North and Parallel with the aforementioned South line of Tract A a distance of 83.58 feet to the Point of Beginning. Said parcel containing an area of 7174 square feet more or less. (Description from Sheet C-1 of plans prepared by Kimley Horn of West Palm Beach dated November, 2015 without revision.)

The site plan consists of 9 pages for Towercom VIII LLC, a Florida Limited Liability Company, on the subject property, prepared by Kimley Horn of West palm Beach, FL, under Job #144988006, dated November 2015 with last date of revision for Sheets T-1 and C-4 being 1/20/16; for Sheets C-1, C-5, and L-2 without date of revision; for Sheets C-2, C-3, and L-1 being 2/17/16 (herein: the "Site Plan").

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.

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

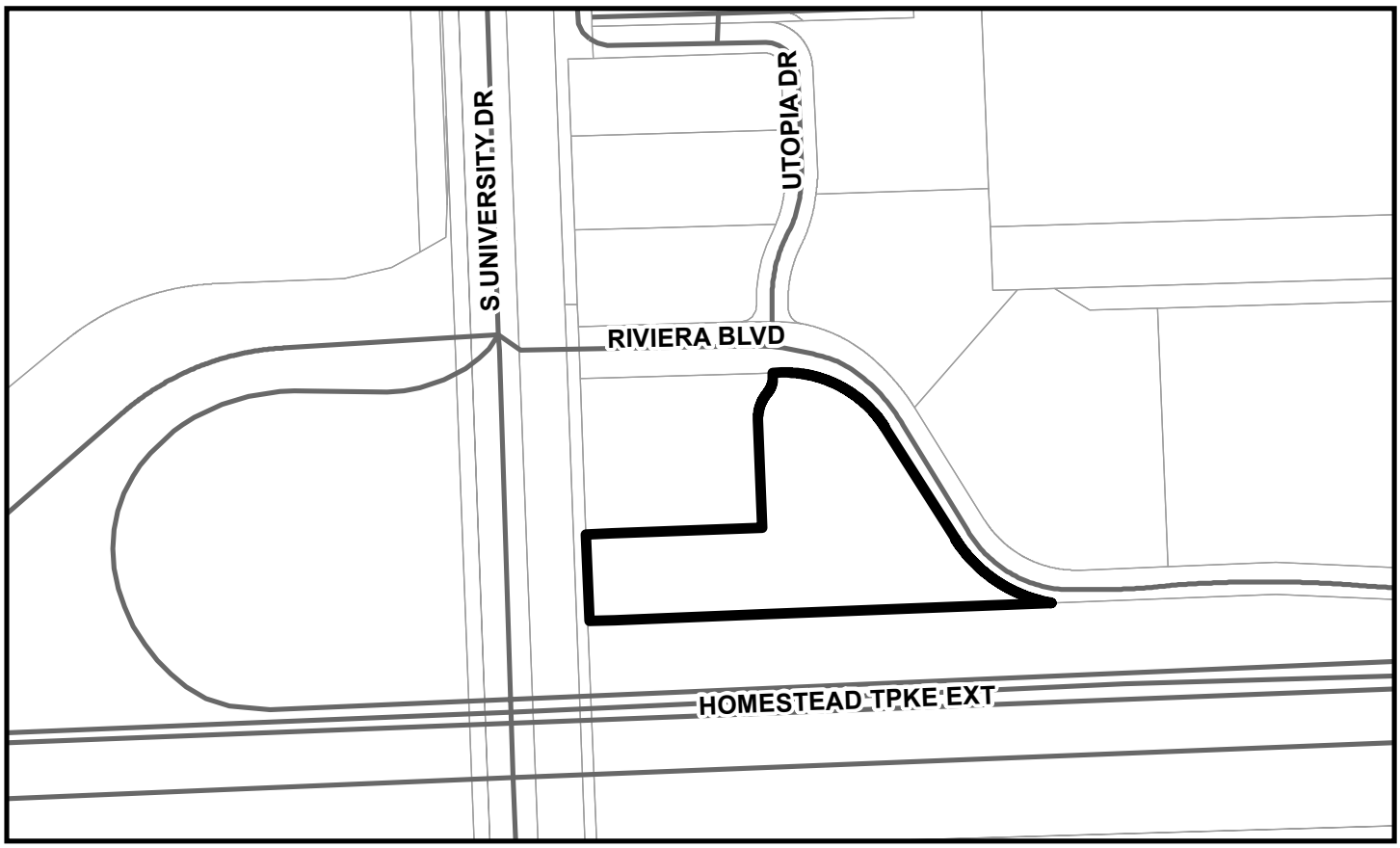
I HEREBY CERTIFY that I have approved this RESOLUTION as to form:

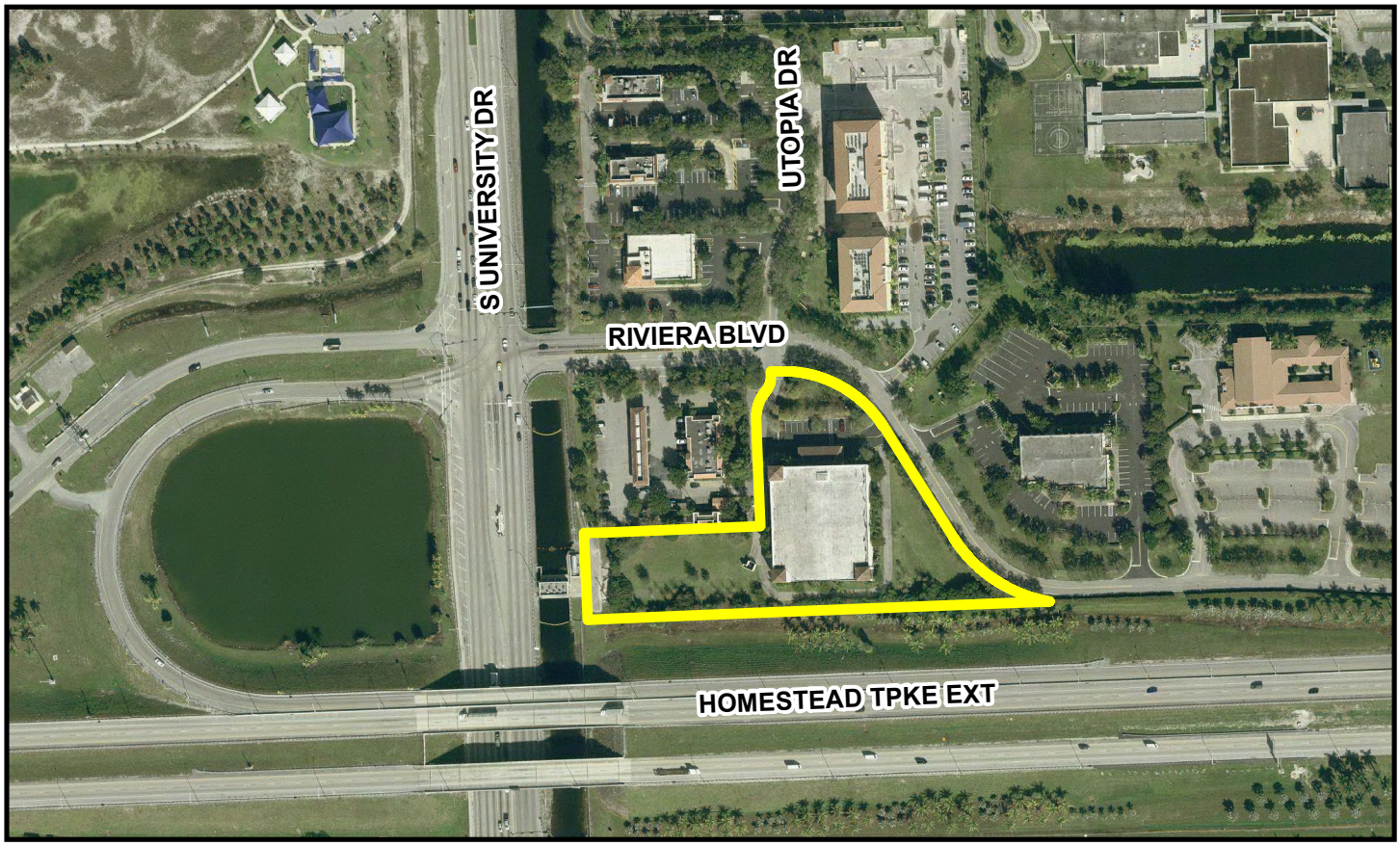
_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

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

Location Map/Aerial View
SPA 1505786

Attachment 1





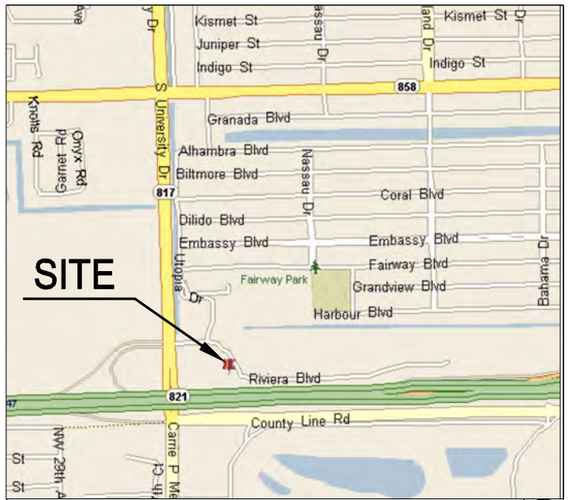
ATTACHMENT 2

TOWERCOM VIII, LLC

ONE INDEPENDENT DRIVE, SUITE 1600
JACKSONVILLE, FL. 33202

SAFEGUARD STORAGE

7950 RIVIERA BLVD
MIRAMAR, FL 33023
LATITUDE 25°58'23.40"N, LONGITUDE 80°14'41.63"W



VICINITY MAP

FROM TOWERCOM VIII OFFICE IN JACKSONVILLE PROCEED SOUTH ON I-95 TOWARDS MIAMI. TAKE EXIT 18 WEST (SR-858) TO SR-817 (S. UNIVERSITY DR). MAKE A LEFT ON SR-817 TO RIVIERA BLVD. MAKE A LEFT ON RIVIERA BLVD. DRIVE APPROXIMATELY 215 YDS TO SITE ON THE RIGHT.

DRIVING DIRECTIONS

THE PROPOSED PROJECT CONSIST OF THE INSTALLATION OF A NEW TELECOMMUNICATION COMPOUND WITH NEW TOWER AN FUTURE UNMANNED RADIO EQUIPMENT ON CONCRETE SLAB/SHELTER.

PROJECT DESCRIPTION

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

1. 5TH EDITION (2014) FLORIDA BUILDING CODE
2. NATIONAL ELECTRIC CODE (NEC) WITH LOCAL AMENDMENTS LATEST ED.
3. ANSI/TIA/EIA APPLICABLE STANDARDS
4. LIFE SAFETY CODE NFPA-101-2015
5. 5TH EDITION (2014) FLORIDA FIRE PREVENTION CODE
6. AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATIONS (AISC)
7. UNDERWRITERS LABORATORIES (U.L.) APPROVED ELECTRICAL PRODUCTS
8. LOCAL BUILDING CODE
9. CITY/COUNTY ORDINANCES
10. NFPA 55 AND 70 (2013)

CODE COMPLIANCE

SHEET	DESCRIPTION	REV.
T-1	COVER SHEET	0
	SURVEY	0
	PLAT	0
C-1	PARENT TRACT DETAIL	0
C-2	TOWERCOM LEASE AREA DETAIL & TOWER ELEVATION △1	1
C-3	ENLARGED TOWERCOM LEASE AREA △1	1
C-4	FENCE AND SIGNS DETAILS △1	1
C-5	WALL DETAIL	0
L-1	LANDSCAPE PLAN △1	1
L-2	LANDSCAPE DETAILS	0
L-3	IRRIGATION PLAN	0

SHEET INDEX

ISSUED FOR: SITE PLAN REVIEW
DATE: NOVEMBER 2015

ABBREVIATED LEGAL DESCRIPTION: MIRAMAR PARK FIFTH ADDITION 92-50 B PARTS OF TRACTS A & D: COMM AT SW COR OF SEC 27,N 415,E 20 TO POB N 136.33,E 278.01,N 170.05 TO P/C,NLY,NELY AN ARC DIST 46.1 TO P/R/C,NELY,NLY AN ARC DIST 27.66 TO P/T,N 8.71,E 11.32 TO P/C,ELY & SELY ARC DIST 194.15 TO P/T, SE 206.13 TO P/C,SELY & ELY ARC DIST 188.10 TO P/I WITH S/L OF PLAT W ALG S BNDRY OF TRACT D & TRACT A FOR 728.70 TO POB

APPLICANT/LESSEE

MDCMC NAME: TOWERCOM VIII, LLC.
PROJECT MANAGER: JOHN MOODY
PHONE: (954) 588-5327

PROPERTY INFORMATION

OWNER: SAFEGUARD SELF STORAGE/PHILADELPHIA
6371 KEYSTONE STREET
PHILADELPHIA, PA 19135

CONTACT: ROBERT A. LABRIER
NATIONAL FACILITIES PROJECT MANAGER
PHONE: (215) 335-1927
MOBILE: (215) 901-4109

HANDICAP REQUIREMENTS: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.

JURISDICTION: CITY OF MIRAMAR

PCN: 514127140091

PLAT BOOK 92, PAGE 50

PROJECT INFORMATION

EQUIPMENT LOCATION: ☒ OUTDOOR ☐ INDOOR

ANTENNA LOCATION:
- ☐ GUY TOWER
- ☐ SELF SUPPORT TOWER
- ☐ MONOPOLE
- ☐ ROOF TOP
- ☒ NEW TOWER (UNIPOLE)
- ☐ OTHER

PROJECT SUMMARY

CIVIL ENGINEER:

KIMLEY-HORN AND ASSOCIATES, INC.
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665

STRUCTURAL ENGINEER:

N/A

ELECTRICAL ENGINEER:

N/A

SURVEYOR:

WZ PROFESSIONAL SURVEYING & MAPPING
684 OLD DIXIE HIGHWAY
VERO BEACH, FL 32962
PHONE: 772-567-7552
FAX: 772-567-1751

TOWER ENGINEER:

N/A

PROJECT TEAM

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
811 Know what's below. Call before you d
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Drawing name: K:\WPB_Civil\CELL SITES\TowerCom\144988006 - Safeguard Storage\cad\Zba\T1-Cover.dwg T-1 Feb 01, 2016 2:48pm by: maria.martin

TOWERCOM VIII, LLC
One Independent Drive, Suite 1600
Jacksonville, FL 32202

PROJECT INFORMATION:
SAFEGUARD STORAGE
7950 RIVIERA BLVD
MIRAMAR, FL 33023
BROWARD COUNTY

CURRENT ISSUE DATE:
NOVEMBER 2015

ISSUED FOR:
SITE PLAN REVIEW

REV.:	DATE:	DESCRIPTION:
△1	01-26-16	PER CITY COMMENTS

SEAL:

PLANS PREPARED BY:
Kimley»Horn
© 2015 KIMLEY-HORN AND ASSOCIATES, INC.
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FLORIDA 33411
(561) 845-0665
FBPE CA00000696

PROVIDER:
TOWERCOM VIII, LLC
One Independent Drive, Suite 1600
Jacksonville, FL 32202

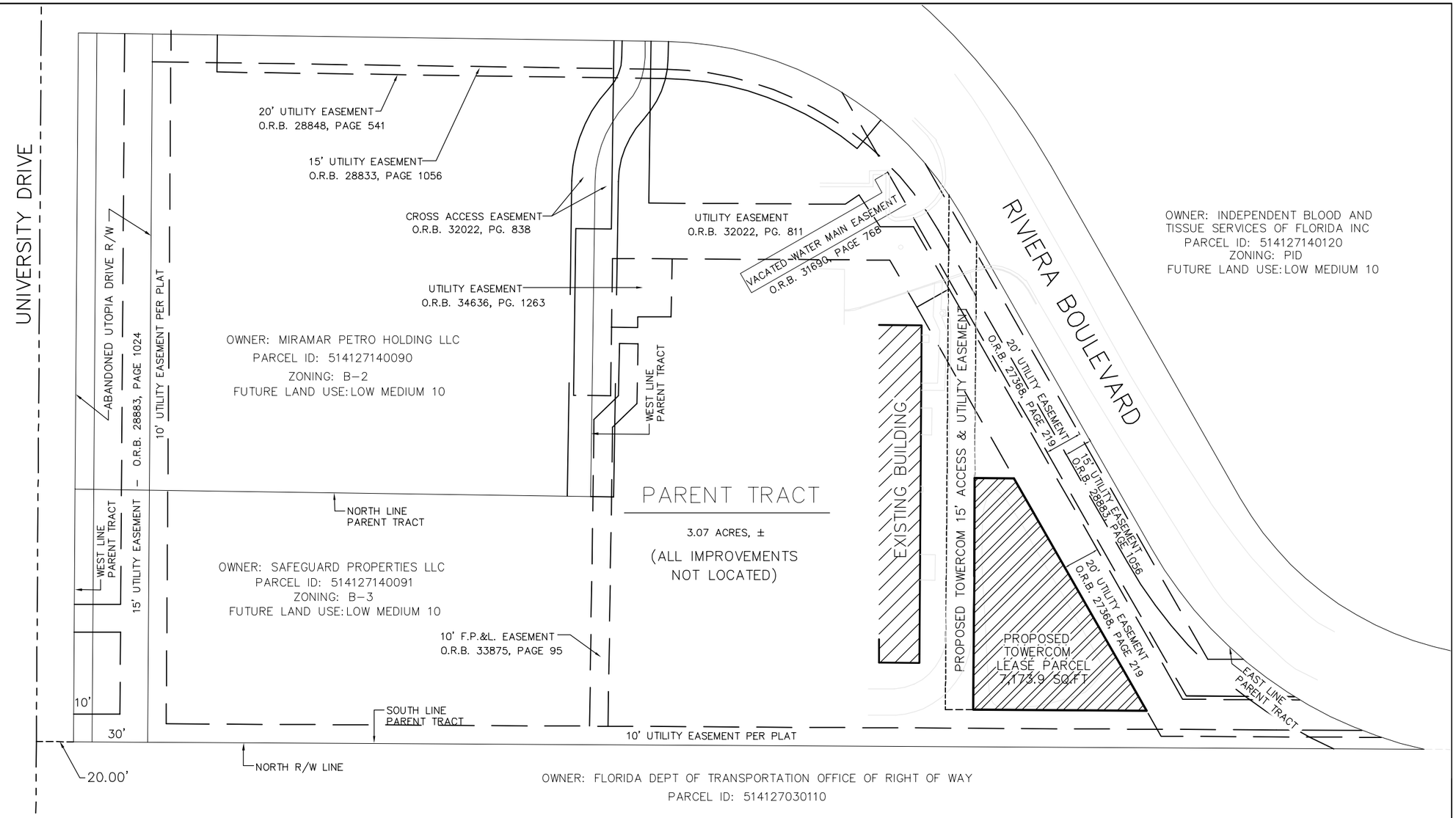
DRAWN BY:	CHK.:	APV.:
MM	LF	MM

LICENSURE:
MARIA VICTORIA MARTIN PE 72397

SHEET TITLE:
COVER SHEET

SHEET NUMBER: T-1
REVISION:

KHA Job #: 144988006



NORTH

PARENT TRACT DETAIL

0 30 60

SCALE AS SHOWN

NOTES:
1. SITE PLAN BASED ON SURVEY PROVIDED BY WZ PROFESSIONAL SURVEYING & MAPPING.

DESCRIPTION OF TOWERCOM LEASE PARCEL

DESCRIPTION ORIGINATED BY THIS SURVEY

A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 51 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA, BEING A PORTION OF TRACT A, MIRAMAR PARK FIFTH ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 92, PAGE 50, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 27, PROCEED THENCE NORTH 00°23'48" EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27 A DISTANCE OF 415.00 FEET; THENCE SOUTH 89°40'43" EAST A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT A; THENCE CONTINUE SOUTH 89°40'43" EAST ALONG THE SOUTH LINE OF SAID TRACT A A DISTANCE OF 445.22 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 00°24'22" EAST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°24'22" EAST A DISTANCE OF 125.00 FEET; THENCE SOUTH 89°40'43" EAST A DISTANCE OF 21.21 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF A 20.00 FOOT WIDE UTILITY EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 27368, PAGE 219, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 29°41'05" EAST ALONG SAID SOUTHWESTERLY LINE A DISTANCE OF 144.35 FEET; THENCE DEPARTING SAID SOUTHWESTERLY LINE, NORTH 89°40'43" WEST ALONG A LINE 20.00 FEET NORTH OF AND PARALLEL WITH THE AFOREMENTIONED SOUTH LINE OF TRACT A, A DISTANCE OF 93.58 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING AN AREA OF 7174 SQUARE FEET MORE OR LESS.

DESCRIPTION OF PARENT TRACT

DESCRIPTION AS PROVIDED IN TITLE COMMITMENT

PORTIONS OF TRACTS A AND D, MIRAMAR PARK FIFTH ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 92, PAGE 50, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH PORTION OF THE RIGHT OF WAY FOR WEST UTOPIA DRIVE, (AS VACATED BY OFFICIAL RECORDS BOOK 28833, PAGE 1024), AS SHOWN ON SAID PLAT, ALL OF THE ABOVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 51 SOUTH, RANGE 41 EAST; THENCE RUN NORTH 00 DEGREES 23' 48" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27, FOR 415.00 FEET; THENCE SOUTH 89 DEGREES 40' 43" EAST, FOR 20.00 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE NORTH 00 DEGREES 23' 48" EAST, ALONG A LINE PARALLEL WITH AND 20.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27, FOR 136.33 FEET; THENCE SOUTH 89 DEGREES 09' 59" EAST, FOR 278.01 FEET; THENCE NORTH 00 DEGREES 50' 01" EAST, AT RIGHT ANGLES TO THE LAST MENTIONED COURSE, FOR 170.05 FEET, TO A POINT OF CURVATURE; THENCE NORTHERLY AND NORTHEASTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 62.50 FEET AND A CENTRAL ANGLE OF 42 DEGREES 15' 25", FOR AN ARC DISTANCE OF 46.10 FEET, TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY AND NORTHERLY, ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 37.50 FEET AND A CENTRAL ANGLE OF 42 DEGREES 15' 25", FOR AN ARC DISTANCE OF 27.66 FEET, TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 50' 01" EAST, FOR 8.71 FEET; THENCE SOUTH 89 DEGREES 09' 59" EAST, AT RIGHT ANGLES TO THE LAST MENTIONED COURSE, FOR 11.32 FEET, TO A POINT OF CURVATURE; THENCE EASTERLY AND SOUTHEASTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 187.00 FEET AND A CENTRAL ANGLE OF 59 DEGREES 29' 16", FOR AN ARC DISTANCE OF 194.15 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 29 DEGREES 40' 43" EAST, FOR 206.13 FEET, TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY AND EASTERLY, ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 47 DEGREES 53' 55", FOR AN ARC DISTANCE OF 188.10 FEET, TO A POINT ON SAID CURVE AND THE POINT OF INTERSECTION WITH THE SOUTHERLY BOUNDARY LINE OF SAID PLAT; THENCE NORTH 89 DEGREES 40' 43" WEST, ALONG THE SOUTHERLY BOUNDARY OF TRACTS D, A AND THE WESTERLY PROLONGATION THEREOF, FOR 728.70 FEET, TO THE POINT OF BEGINNING. LYING AND BEING IN THE CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA.

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TOWERCOM VIII, LLC
One Independent Drive, Suite 1600
Jacksonville, FL 32202

PROJECT INFORMATION:

SAFEGUARD STORAGE
7950 RIVIERA BLVD
MIRAMAR, FL 33023
BROWARD COUNTY

CURRENT ISSUE DATE:
NOVEMBER 2015

ISSUED FOR:
SITE PLAN REVIEW

REV.:	DATE:	DESCRIPTION:

SEAL:

PLANS PREPARED BY:

Kimley»Horn
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1920 WEKIVA WAY, SUITE 200
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One Independent Drive, Suite 1600
Jacksonville, FL 32202

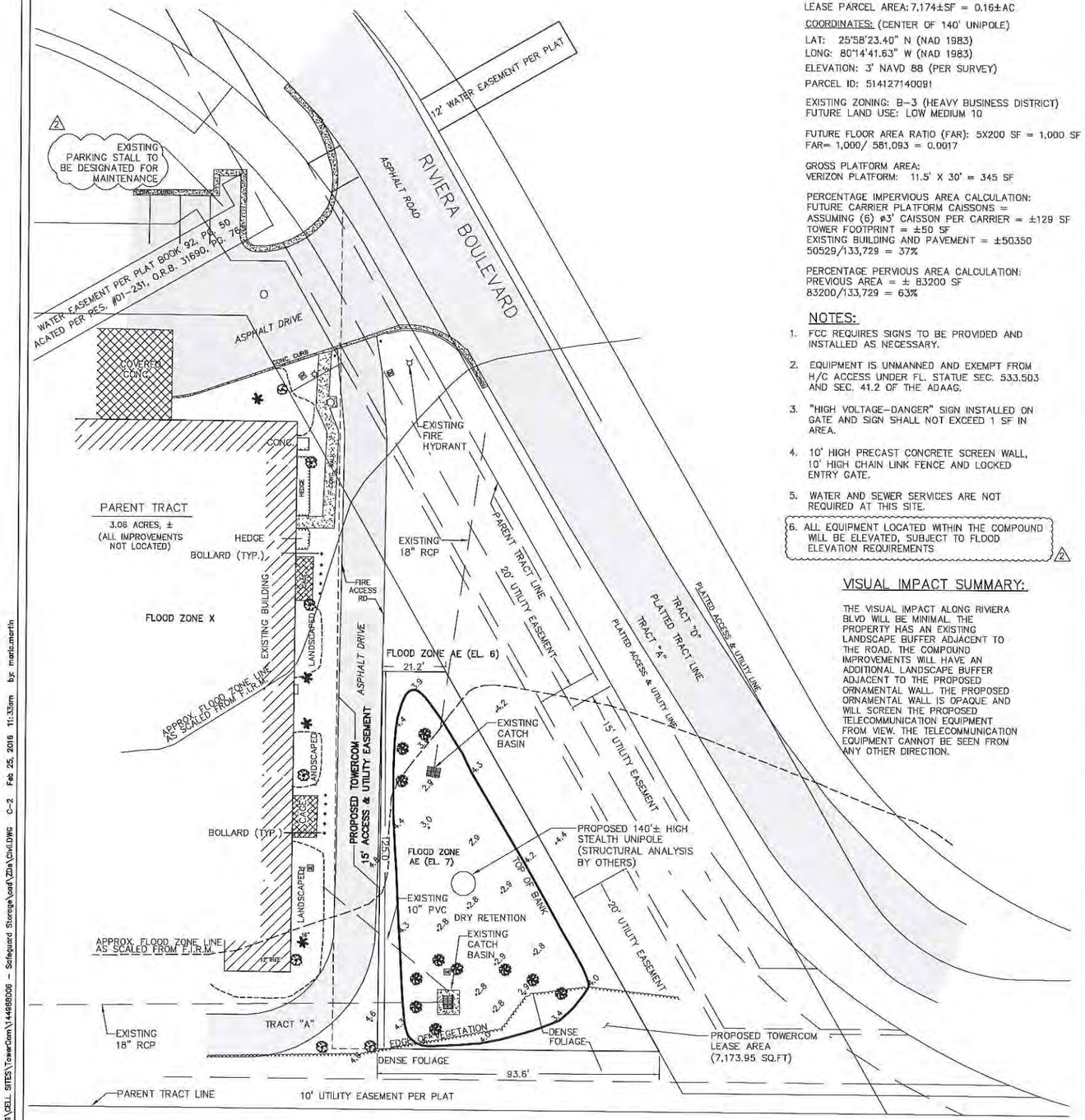
DRAWN BY:	CHK.:	APV.:
MM	LF	MM

LICENSURE:
MARIA VICTORIA MARTIN PE 72397

SHEET TITLE:
PARENT TRACT DETAIL

SHEET NUMBER: C-1
REVISION:

KHA Job #: 144988006



TOWERCOM LEASE AREA DETAIL

PARENT TRACT SITE DATA:

SITE AREA: 133,729±SF = 3.07± AC
LEASE PARCEL AREA: 7,174±SF = 0.16±AC

COORDINATES: (CENTER OF 140' UNIPOLE)
LAT: 25°58'23.40" N (NAD 1983)
LONG: 80°14'41.63" W (NAD 1983)
ELEVATION: 3' NAVD 88 (PER SURVEY)
PARCEL ID: 514127140091

EXISTING ZONING: B-3 (HEAVY BUSINESS DISTRICT)
FUTURE LAND USE: LOW MEDIUM 10

FUTURE FLOOR AREA RATIO (FAR): 5X200 SF = 1,000 SF
FAR= 1,000/ 581,093 = 0.0017

GROSS PLATFORM AREA:
VERIZON PLATFORM: 11.5' X 30' = 345 SF

PERCENTAGE IMPERVIOUS AREA CALCULATION:
FUTURE CARRIER PLATFORM CAISSONS =
ASSUMING (6) ø3' CAISSON PER CARRIER = ±129 SF
TOWER FOOTPRINT = ±50 SF
EXISTING BUILDING AND PAVEMENT = ±50350
50529/133,729 = 37%

PERCENTAGE PERVIOUS AREA CALCULATION:
PREVIOUS AREA = ± 83200 SF
83200/133,729 = 63%

NOTES:

1. FCC REQUIRES SIGNS TO BE PROVIDED AND INSTALLED AS NECESSARY.
2. EQUIPMENT IS UNMANNED AND EXEMPT FROM H/C ACCESS UNDER FL. STATUE SEC. 533.503 AND SEC. 41.2 OF THE ADAAG.
3. "HIGH VOLTAGE-DANGER" SIGN INSTALLED ON GATE AND SIGN SHALL NOT EXCEED 1 SF IN AREA.
4. 10' HIGH PRECAST CONCRETE SCREEN WALL, 10' HIGH CHAIN LINK FENCE AND LOCKED ENTRY GATE.
5. WATER AND SEWER SERVICES ARE NOT REQUIRED AT THIS SITE.
6. ALL EQUIPMENT LOCATED WITHIN THE COMPOUND WILL BE ELEVATED, SUBJECT TO FLOOD ELEVATION REQUIREMENTS 2

VISUAL IMPACT SUMMARY:

THE VISUAL IMPACT ALONG RIVIERA BLVD WILL BE MINIMAL. THE PROPERTY HAS AN EXISTING LANDSCAPE BUFFER ADJACENT TO THE ROAD. THE COMPOUND IMPROVEMENTS WILL HAVE AN ADDITIONAL LANDSCAPE BUFFER ADJACENT TO THE PROPOSED ORNAMENTAL WALL. THE PROPOSED ORNAMENTAL WALL IS OPAQUE AND WILL SCREEN THE PROPOSED TELECOMMUNICATION EQUIPMENT FROM VIEW. THE TELECOMMUNICATION EQUIPMENT CANNOT BE SEEN FROM ANY OTHER DIRECTION.

NOTES:
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2. EXISTING TREES WITHIN COMPOUND TO BE REMOVED OR RELOCATED

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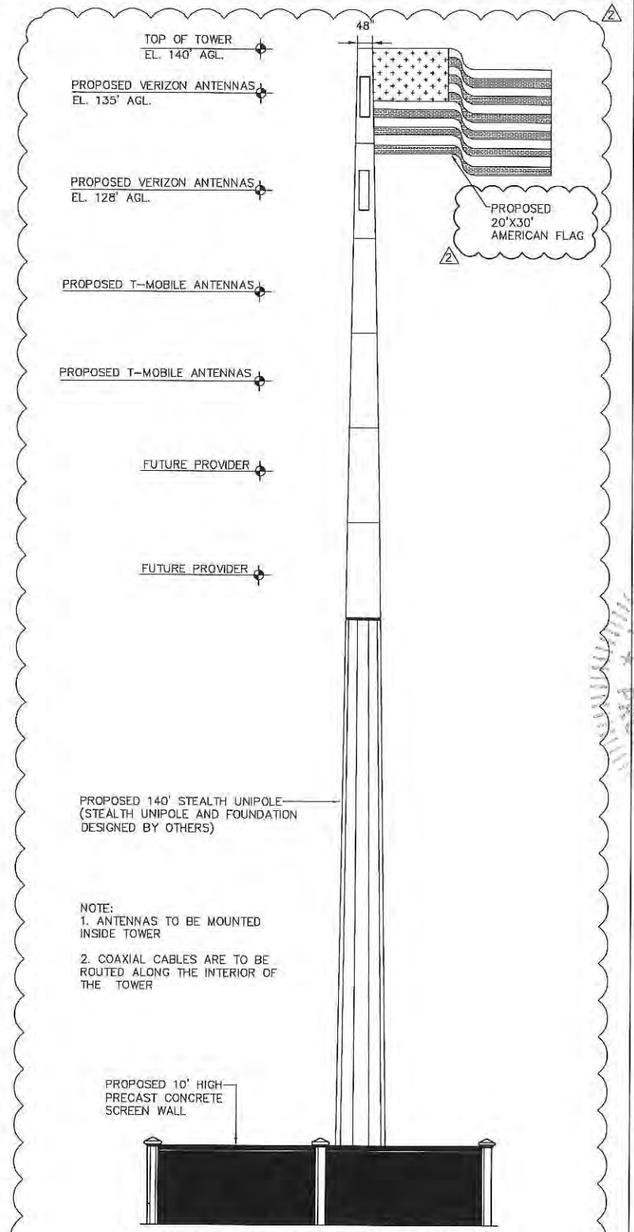

NORTH AND EAST TOWER ELEVATION
N.T.S

NOTE:
1. ANTENNAS TO BE MOUNTED INSIDE TOWER
2. COAXIAL CABLES ARE TO BE ROUTED ALONG THE INTERIOR OF THE TOWER

NOTE:

1. THE WEST AND SOUTH WALL ELEVATION IS DETAILED ON SHEET C-4.
2. ALL PROPOSED ATTACHMENTS TO TOWER BASED ON STRUCTURAL ANALYSIS BY OTHERS.
3. TOWER IS DESIGNED FOR A TOTAL OF FOUR WIRELESS SERVICE PROVIDERS. LOCATION OF FUTURE PROVIDERS IS APPROXIMATE.
4. CONTRACTOR TO COORDINATE ANTENNA MOUNTS W/ OWNER.
5. CONTRACTOR TO REFER TO STRUCTURAL ANALYSIS (BY OTHERS).
6. NO TELECOMMUNICATION TOWER OR OTHER STRUCTURE SHALL BE PERMITTED TO EXCEED ITS WIND LOADING CAPACITY AS PROVIDED FOR BY THE FLORIDA BUILDING CODE.
7. TOWER SHALL MAINTAIN A GALVANIZED STEEL FINISH OR BE PAINTED A NEUTRAL COLOR SO AS TO REDUCE VISUAL OBTRUSIVENESS

TOWERCOM VIII, LLC
One Independent Drive, Suite 1600
Jacksonville, FL 32202

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7950 RIVIERA BLVD
MIRAMAR, FL 33023
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CURRENT ISSUE DATE:
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REV.:	DATE:	DESCRIPTION:
2	02-17-16	PER CITY COMMENTS
1	01-26-16	PER CITY COMMENTS

SEAL:
MARIA VICTORIA MARTIN
LICENSE
No. 72397
STATE OF
2/25/16

PLANS PREPARED BY:
Kimley»Horn
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(561) 845-0665
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Jacksonville, FL 32202

DRAWN BY:	CHK.:	APV.:
MM	LF	MM

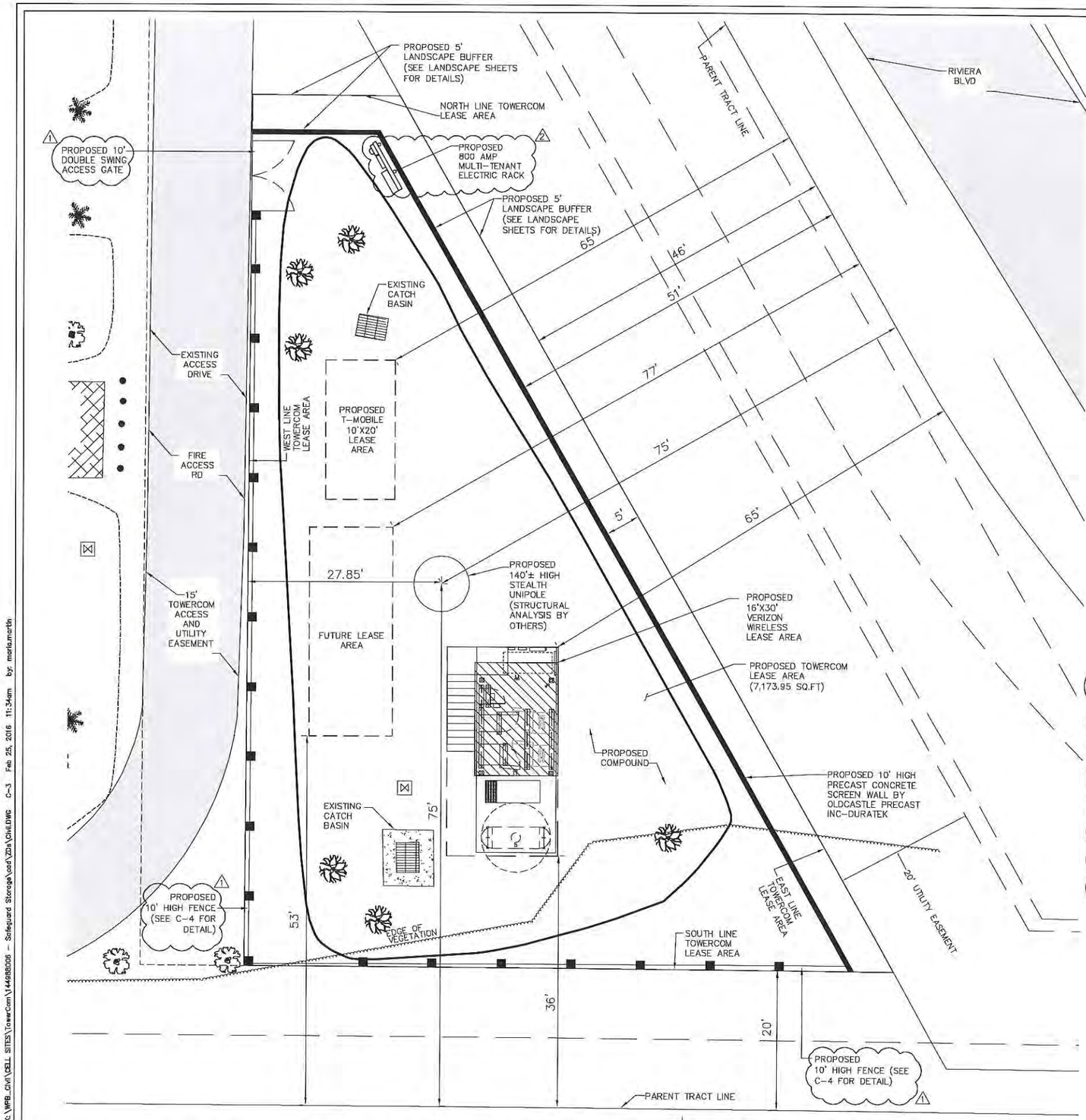
LICENSURE:
MARIA VICTORIA MARTIN PE 72397

SHEET TITLE:
TOWERCOM LEASE AREA DETAIL & TOWER ELEVATION

SHEET NUMBER: C-2
REVISION:

KHA Job #: 144988006

Drawing name: K:\WPB_civil\CELL SITES\TowerCom\144988006 - Safeguard Storage\cad\Zlab\civil.DWG C-2 Feb 25, 2016 11:33am by: maria.martin



ENLARGED TOWERCOM LEASE AREA

NORTH

0 8 16

SCALE AS SHOWN

CARRIER	TOP OF PLATFORM[1]	EQUIPMENT HEIGHT PROPOSED	MAX EQUIPMENT HEIGHT PERMITTED	EQUIPMENT FLOOR AREA PROPOSED[2]
VERIZON WIRELESS	7'-6"	6'-0"	10'-0"	345'
T-MOBILE	7'-6"	6'-0"	10'-0"	200'
FUTURE LEASE AREA	7'-6"	TBD NOT TO EXCEED 10'	10'-0"	360' TBD

CARRIER	MIN FRONT YARD REQUIRED[3]	FRONT YARD PROVIDED	MIN SIDE YARD REQUIRED[4]	SIDE YARD PROVIDED
VERIZON WIRELESS	65'	65'	20'	36'
T-MOBILE	65'	65'	20'	87'
FUTURE LEASE AREA	65'	77'	20'	53'

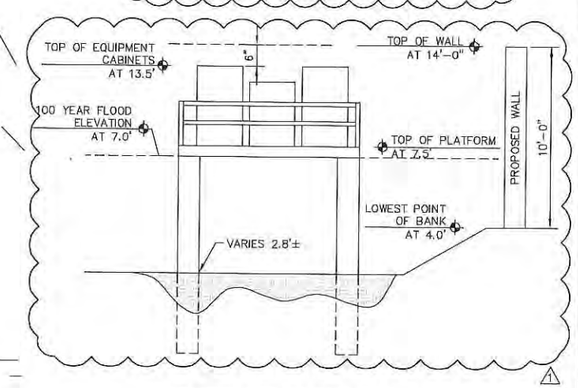
[1] THE TOP OF PLATFORM WILL BE BASED UPON THE BASE FLOOD ELEVATION OF 7'-0" PLUS 6".

[2] EXCLUDES SURROUNDING CONCRETE PAD PER SECTION 814.6, LDC.

[3] FRONT YARD MEASURED FROM EAST PARENT TRACT BOUNDARY ALONG RIVIERA BOULEVARD PER DEFINITION OF FRONT YARD IN LDC.

[4] SIDE YARD MEASURED FROM SOUTH PARENT TRACT BOUNDARY LINE.

NOTES:
1. THE $25,000 TOWER SECURITY FUND IS DEPOSITED PRIOR TO ISSUANCE OF THE BUILDING PERMIT BY THE TOWER OWNER AND THIS WILL BE A CONDITION OF APPROVAL
2. THE $1000.00/ANTENNA SECURITY FUND WOULD BE PAID BY EACH CARRIER PRIOR TO THE CARRIER BEING ISSUED THEIR RESPECTIVE CO-LOCATION BUILDING PERMIT



COMPOUND SECTION
N.T.S.

TOWER SETBACK TABLE

PARENT LINE	DISTANCE TO TOWER CENTER
SOUTH	75'
EAST	75'
WEST	513.08'

TOWER SETBACK DIMENSIONS SHOWN HEREON ARE MEASURED PERPENDICULAR TO PARENT TRACT BOUNDARY LINES

NOTES:
1. SITE PLAN BASED ON SURVEY PROVIDED BY WZ PROFESSIONAL SURVEYING & MAPPING.
2. SOME EXISTING TREES WITHIN COMPOUND TO BE REMOVED OR RELOCATED

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TOWERCOM VIII, LLC
One Independent Drive, Suite 1600
Jacksonville, FL 32202

PROJECT INFORMATION:

SAFEGUARD STORAGE
7950 RIVIERA BLVD
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2	02-17-16	PER CITY COMMENTS
1	01-26-16	PER CITY COMMENTS

SEAL:
MARIA VICTORIA MARTIN
LICENSE
No. 72397
STATE OF FLORIDA
PROFESSIONAL ENGINEER
2/25/16

PLANS PREPARED BY:
Kimley»Horn
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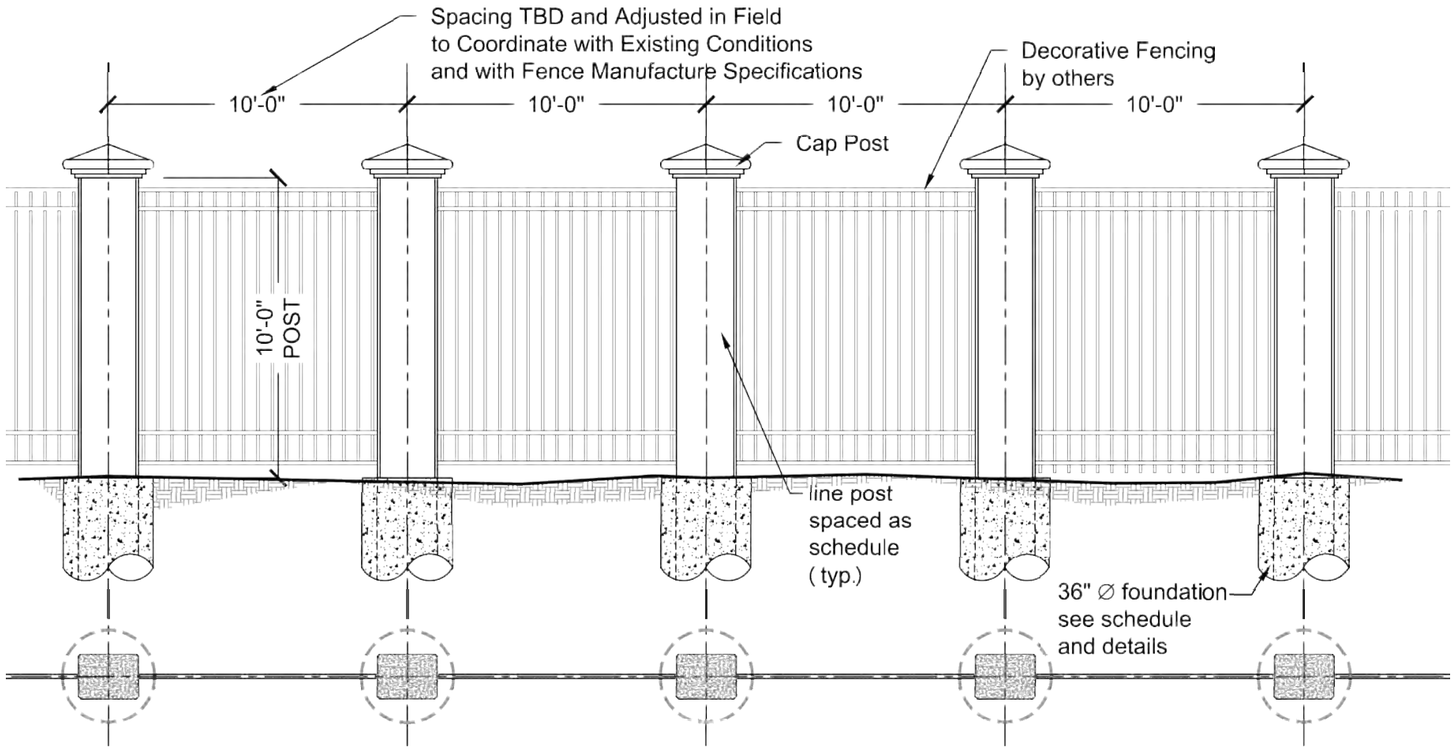
MM	LF	MM

LICENSURE:
MARIA VICTORIA MARTIN PE 72397

SHEET TITLE:
ENLARGED TOWERCOM LEASE AREA

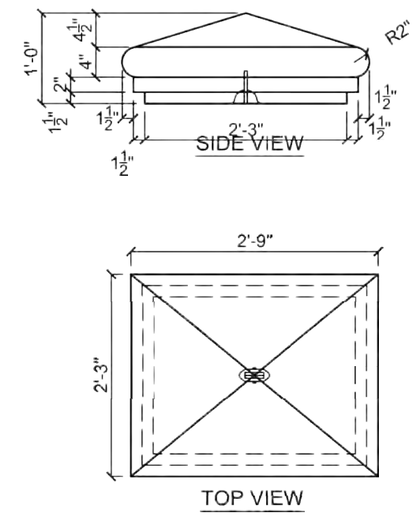
SHEET NUMBER: C-3
REVISION:

KHA Job #: 144988006



WEST AND SOUTH FENCE ELEVATION – 10 FT

N.T.S.



LINE POST CAP DETAIL

SCALE: N T S

NOTE: PROPOSED GATE TO MATCH PROPOSED FENCING

18"x24" ALUMINUM SIGN WITH 1/4"
DRILLED HOLES IN EACH CORNER
THICKNESS: 0.05"
HUNG ON COMPOUND GATE

18"x24" ALUMINUM SIGN WITH 1/4"
DRILLED HOLES IN EACH CORNER
THICKNESS: 0.05"
HUNG ON ACCESS ROAD GATE
IF APPLICABLE

911 ADDRESS PLATE:

7950

Riviera Blvd

9"x12" ALUMINUM SIGN WITH 1/4"
DRILLED HOLES IN EACH CORNER
THICKNESS: 0.05"
NUMBERS SHOULD BE BLACK 6"
HUNG ON COMPOUND GATE AND
ACCESS ROAD GATE/POST IF
APPLICABLE

12"x18" ALUMINUM SIGN WITH 1/4"
DRILLED HOLES IN EACH CORNER
THICKNESS: 0.05"
HUNG ON COMPOUND GATE

SIGN DETAIL

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TOWERCOM VIII, LLC
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Jacksonville, FL 32202

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SAFEGUARD STORAGE

7950 RIVIERA BLVD
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PLANS PREPARED BY:

Kimley»Horn

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LICENSURE:

MARIA VICTORIA MARTIN PE 72397

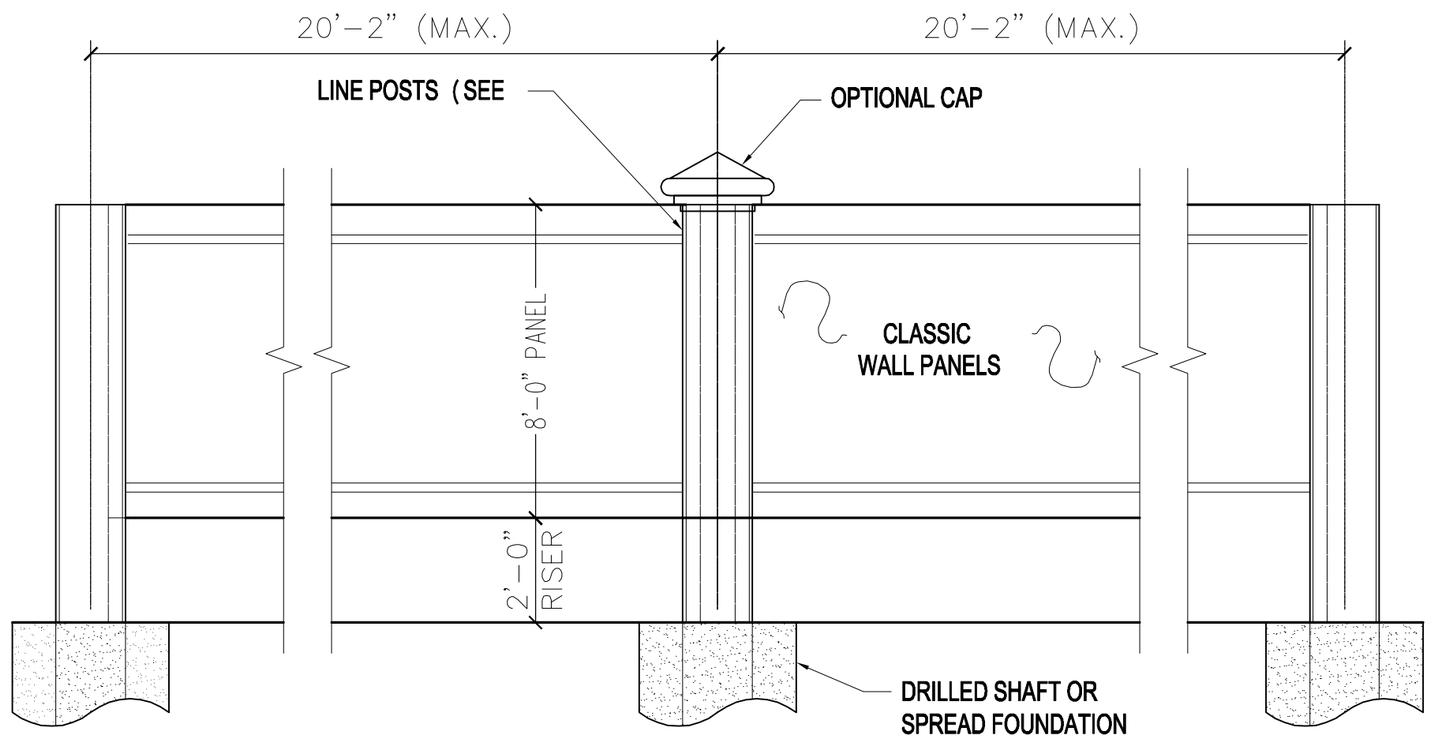
SHEET TITLE:

FENCE AND SIGN DETAILS

SHEET NUMBER: C-4 REVISION: 1

KHA Job #:

144988006



TYP. WALL PANEL ELEVATION - 8'-0" PANEL PLUS 2'-0" RISER

N.T.S

NOTES:
PROPOSED 10' HIGH PRECAST CONCRETE SCREEN WALL BY OLDCASTLE PRECAST INC-DURATEK. SEE SHOPPING DRAWINGS FROM OLDCASTLE FOR DETAIL

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WALL DETAIL

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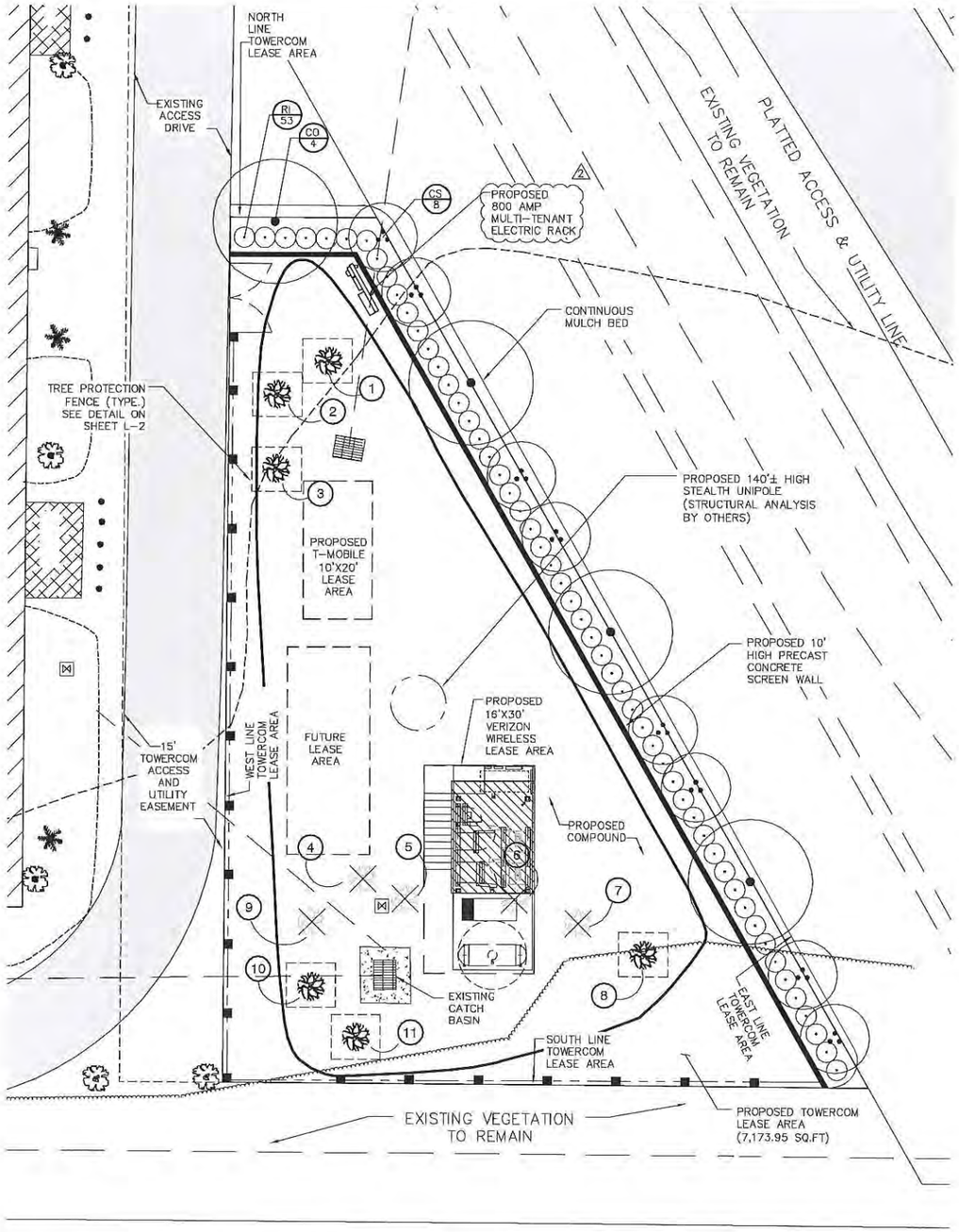

NOTE:
1. LANDSCAPE AND IRRIGATION PERMIT WIL BE OBTAINED PRIOR TO WORK COMMENCING.
2. ALL LANDSCAPE MATERIAL WILL HAVE A ONE-YEAR WARRANTY OR BETTER.
3. ALL TREES SHALL BE PLACED A MINIMUM OF FOUR FEET FROM UNDERGROUND UTILITY LINES.

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TREE DISPOSITION:

#	COMMON NAME	BOTANICAL NAME	CAL.	DISPOSITION
1.	BALD CYPRESS	TAXODIUM DISTICHUM	4"	PROTECT
2.	BALD CYPRESS	TAXODIUM DISTICHUM	4"	PROTECT
3.	BALD CYPRESS	TAXODIUM DISTICHUM	4"	PROTECT
4.	BALD CYPRESS	TAXODIUM DISTICHUM	6"	REMOVE
5.	BALD CYPRESS	TAXODIUM DISTICHUM	4"	REMOVE
6.	BALD CYPRESS	TAXODIUM DISTICHUM	4"	REMOVE
7.	BALD CYPRESS	TAXODIUM DISTICHUM	4"	REMOVE
8.	BALD CYPRESS	TAXODIUM DISTICHUM	4"	PROTECT
9.	BALD CYPRESS	TAXODIUM DISTICHUM	5"	REMOVE
10.	BALD CYPRESS	TAXODIUM DISTICHUM	4"	PROTECT
11.	BALD CYPRESS	TAXODIUM DISTICHUM	4"	PROTECT

KEY:

TREE TO BE REMOVED

TREE TO BE PROTECTED. SEE DETAIL ON L-2

CODE COMPLIANCE SUMMARY:

REQUIRED PER SEC.814.5(F)2(e):	PROVIDED:
DECORATIVE WALL	✓
10' WIDE LANDSCAPE BUFFER	5' WIDE LANDSCAPE BUFFER
3 TIERS OF PLANT MATERIAL: (1 TREE/30 LF) = 5 CANOPY TREES CONTINUOUS HEDGE ANNUALS AS GROUNDCOVER	NORTH AND EAST BUFFERS PER CITY COMMENTS: 4 CANOPY TREES (1/40 LF) 8 UNDERSTORY (1/20 LF) CONTINUOUS HEDGE
IRRIGATION	SEE SHEET L-3

PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	QTY
CO	Chrysophyllum oliviforme	Satinleaf	Cont.	2" Cal.	10'HT X 4'SPR	4
CS	Conocarpus erectus 'Sericeus' 3' CT	Silver Buttonwood	Cont.	MULTI	6' – 8' OA	8
SHRUBS	BOTANICAL NAME	COMMON NAME	CONT	O.C.	SIZE	QTY
RI	Rhaphiolepis indica	Indian Hawthorn	7 gal	36" O.C.	24"x24"	53

PLANTING NOTES:

1. CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, PLANT LIST, GENERAL NOTES AND ALL CONTRACT DOCUMENTS FOR FURTHER AND COMPLETE INSTRUCTIONS.
2. PLANT LIST QUANTITIES ARE PROVIDED FOR CONVENIENCE. IN THE EVENT OF QUANTITY DISCREPANCIES THE DRAWING SHALL TAKE PRECEDENCE. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BIDDING.
3. PLANT SIZES LISTED ARE THE MINIMUM SIZE THAT WILL BE ACCEPTED FOR THAT PLANT.
4. ANY SUBSTITUTION IN SIZE AND/OR PLANT MATERIAL MUST BE APPROVED BY THE LANDSCAPE ARCHITECT IN WRITING. ALL PLANTS WILL BE SUBJECT TO APPROVAL BY LANDSCAPE ARCHITECT AND/OR OWNERS REPRESENTATIVE BEFORE PLANTING CAN BEGIN.
5. CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO EXISTING UNDERGROUND UTILITIES AND/OR INTERFERE WITH EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT.
6. THE CONTRACTOR SHALL BEAR ALL COSTS OF TESTING OF SOILS, AMENDMENTS, ETC. ASSOCIATED WITH THE WORK AND INCLUDED IN THE SPECIFICATIONS.
7. CONTRACTOR SHALL FAMILIARIZE HIM/HERSELF WITH THE LIMITS OF WORK AND EXISTING CONDITIONS AND VERIFY ALL INFORMATION. IF DISCREPANCIES EXIST, CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE IN WRITING WITHIN SEVEN CALENDAR DAYS OF NOTICE TO PROCEED.
8. ALL NEW AND TRANSPLANTED PLANT MATERIAL SHALL BE IRRIGATED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM PROVIDING 100% COVERAGE WITH 50% OVERLAP.

TOWERCOM VIII, LLC
One Independent Drive, Suite 1600
Jacksonville, FL 32202

PROJECT INFORMATION:

SAFEGUARD STORAGE
7950 RIVIERA BLVD
MIRAMAR, FL 33023
BROWARD COUNTY

CURRENT ISSUE DATE:
NOVEMBER 2015

ISSUED FOR:
SITE PLAN REVIEW

REV.:	DATE:	DESCRIPTION:
2	02-17-16	PER CITY COMMENTS
1	01-26-16	PER CITY COMMENTS

SEAL:
LA0666795
JONATHAN D. HAIGH, PLA
LA#666795
FEBRUARY 25, 2016

PLANS PREPARED BY:
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DRAWN BY:	CHK.:	APV.:
MM	LF	MM

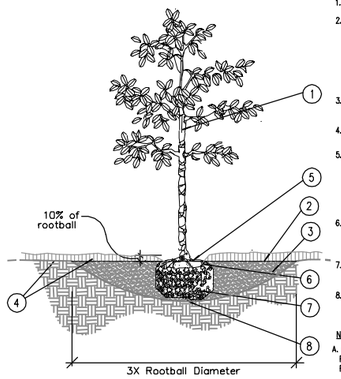
LICENSURE:
MARIA VICTORIA MARTIN PE 72397

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER: L-1
REVISION: 1

KHA Job #:
144988006

Drawing name: K:\WPB_Civil\CELL SITES\TowerCom\144988006 - Safeguard Storage\cad\ZDs\LANDSCAPE\L-1.DWG L-1 Feb 25, 2016 11:45am by: mariamartin



1. TRUNK
2. 3" MINIMUM OF MULCH AS SPECIFIED. WHERE TREES ARE PLACED IN SOD, MULCH RING FOR TREES COVER ROOTBALL SIDES AND EXTEND 18" BEYOND ON ALL SIDES. NO MULCH SHALL BE PLACED OVER TRUNK.
3. SHALLOW/ WIDE PLANT HOLE; TOP SHALL BE 3X THE SIZE OF ROOTBALL.
4. FINISHED GRADE – LANDSCAPE SOIL
5. FIND TOP-MOST ROOT ON ROOTBALL; POSITION ROOTBALL SO THIS TOP ROOT IS 1-2" ABOVE LANDSCAPE SOIL. (APPROX. 10% OF ROOTBALL SHALL BE ABOVE LANDSCAPE SOIL)
6. B & B OR CONTAINER (SEE SPECIFICATIONS FOR ROOT BALL REQUIREMENTS).
7. REMOVE ALL SYNTHETIC MATERIALS FROM ROOTBALL.
8. ROOTBALLS SHALL BE PLACED ON UNDISTURBED SOIL TO PREVENT SETTLING.

NOTES:

A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

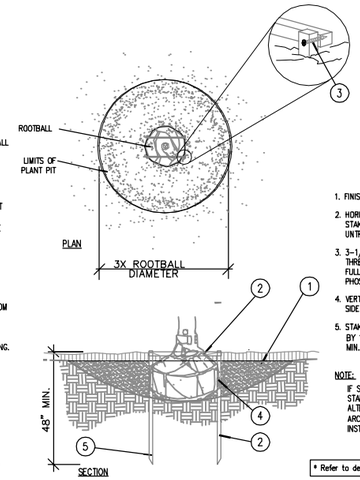
B. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.

C. SEE PRE-APPROVED STAKING METHODS, THIS SHEET

* ALL TREES SHALL BE PLUMB VERTICALLY WITHIN A TOLERANCE OF THREE DEGREES, UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.

Tree Planting

SECTION NTS



1. FINISH GRADE
2. HORIZONTAL 2X2 SCREWED TO 2X2 STAKE. ALL WOOD SHALL BE #2 UNTREATED.
3. 3-1/2" DRYWALL SCREW, THREAD SIZE 12, SHARP POINT, FULL THREAD, BLACK PHOSPHATE FINISH
4. VERTICAL STAKES SHALL ABUT SIDE OF ROOTBALL.
5. STAKES TO EXTEND INTO NATIVE SOIL BY 1-1/2 X THE ROOTBALL DEPTH MIN.

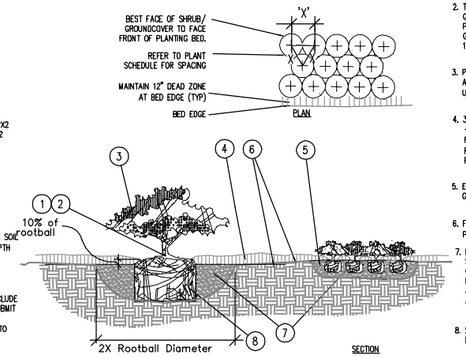
NOTE:

IF SPATIAL REQUIREMENTS PRECLUDE STAKING WITH THIS METHOD, SUBMIT ALTERNATE FOR LANDSCAPE ARCHITECT'S APPROVAL PRIOR TO INSTALLING PLANT.

* Refer to details B and D for planting

Staking – up to 65 gal.

PLAN/SECTION NTS



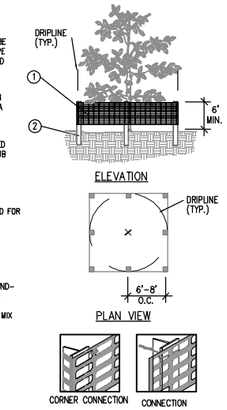
* ALL SHRUBS AND GROUNDCOVERS SHALL BE PLUMB VERTICALLY, UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.

NOTES:

1. FIND POINT WHERE TOPMOST ROOT EMERGES FROM TRUNK WITHIN 2" OF SURFACE. CLEAR EXCESS SOIL IF NECESSARY.
2. TOP 10% OF SHRUB AND GROUNDCOVER ROOTBALLS TO BE PLANTED ABOVE THE LANDSCAPE GRADE. DO NOT COVER EXPOSED 10% ON SIDES WITH SOIL.
3. PRUNE ALL LIKE SHRUBS WITHIN A PLANTED MASS TO ACHIEVE A UNIFORM MASS/HEIGHT.
4. 3" MINIMUM MULCH AS SPECIFIED – DO NOT COVER ENTIRE SHRUB ROOTBALL OR CREATE "WATER RINGS". ONLY COVER SIDES OF ROOTBALL WITH MULCH
5. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER BED.
6. FINISHED GRADE (SEE GRADING PLAN).
7. PREPARED PLANTING SOIL AS SPECIFIED. NOTE: WHEN GROUND-COVERS AND SHRUBS USED IN MASSES, ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED.
8. SCARIFY ROOTBALL SIDES AND BOTTOM.

Shrub / Groundcover Planting

PLAN/SECTION NTS



1. 6'H "PERIMETER PLUS" CONSTRUCTION FENCE BY CONWED PLASTICS OR OWNER'S REPRESENTATIVE APPROVED EQUAL. SUBMIT PRODUCT INFORMATION FOR APPROVAL PRIOR TO INSTALLATION.
2. 8' TALL METAL "T" POSTS OR 2" x 2" X 8' PRESSURE TREATED WOOD POSTS WITH 24" BURIAL BELOW GRADE.

INSTALLATION NOTES:

A. POST SELECTION SHOULD BE BASED ON EXPECTED STRENGTH NEEDS AND THE LENGTH OF TIME FENCE WILL BE IN PLACE. FLEXIBLE FIBERGLASS ROD POSTS ARE RECOMMENDED FOR PARKS, ATHLETIC EVENTS AND CROWD CONTROL INSTALLATIONS. METAL "T" POSTS OR TREATED WOOD POSTS ARE TYPICALLY USED FOR CONSTRUCTION AND OTHER APPLICATIONS.

B. POSTS SHOULD BE DRIVEN INTO THE GROUND TO A DEPTH OF 1/4 OF THE HEIGHT OF THE POST. FOR EXAMPLE, A 8' POST SHOULD BE SET AT LEAST 2' INTO THE GROUND.

C. SPACE POSTS EVERY 6' (MIN.) TO 8' (MAX.).

D. SECURE FENCING TO POST WITH NYLON CABLE TIES (AVAILABLE FROM CONWED PLASTICS). WOOD STRIPS MAY BE ALSO BE USED TO PROVIDE ADDITIONAL SUPPORT AND PROTECTION BETWEEN TIES AND POSTS.

NOTE: IF WIRE TIES ARE USED, AVOID DIRECT CONTACT WITH FENCE. WIRE MAY DAMAGE FENCE OVER TIME.

Tree/Shrub Protector

Barrier Detail NTS

A. SCOPE OF WORK

1. THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS HEREIN SPECIFIED.
2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, OTHER SITE CONSTRUCTION ITEMS, AND PLANTING ALREADY COMPLETED OR ESTABLISHED SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER, AT NO COST TO THE OWNER.

C. PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS EXISTING OR OTHERWISE, CAUSED BY CARELESS EQUIPMENT OPERATION, MATERIAL STOCKPILING, ETC. THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP-LINE AND SPILLING OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP-LINE. NO MATERIALS SHALL BE BURNED WHERE HEAT WILL DAMAGE ANY PLANT. EXISTING TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND/ OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF ONE HUNDRED DOLLARS ($100) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY (20) PERCENT PER INCH OVER FOUR (4) INCHES CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES. CALIPER SHALL BE MEASURED SIX (6) INCHES ABOVE GROUND LEVEL FOR TREES UP TO AND INCLUDING FOUR (4) INCHES IN CALIPER AND TWELVE (12) INCHES ABOVE GROUND LEVEL FOR TREES OVER FOUR (4) INCHES IN CALIPER.

D. MATERIALS

1. PLANT MATERIALS

A. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE HEALTHY, VIGOROUS, SOUND, WELL-BRANCHED, AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY WITH APPROVAL FROM OWNER OR OWNER'S REPRESENTATIVE. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN PERMISSION FROM THE OWNER'S REPRESENTATIVE

B. MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.

C. INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY; SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF ROOT BALLS OR ROOTS, LATENT DEFECTS OR INJURIES. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

E. SOIL MIXTURE (PLANTING MEDIUM, PLANTING MIX, TOPSOIL MIX)

1. SOIL MIXTURE (PLANTING MEDIUM FOR PLANT PITS) SHALL CONSIST OF TWO PARTS OF TOPSOIL AND ONE PART SAND, AS DESCRIBED BELOW.
2. TOPSOIL FOR USE IN PREPARING SOIL MIXTURE FOR BACKFILLING PLANT PITS SHALL BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER; REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH WEEDS AND OTHER LITTER; FREE OF ROOTS, STUMPS, STONES LARGER THAN 2" IN ANY DIRECTION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND A PH BETWEEN 5.5 AND 7.0 – SUBMIT SAMPLE AND PH TESTING RESULTS FOR APPROVAL.
3. SAND SHALL BE COARSE, CLEAN, WELL-DRAINING, NATIVE SAND. CONTRACTOR SHALL SUBMIT RESULTS OF SOIL TESTS FOR TOPSOIL AND SAND PROPOSED FOR USE UNDER THIS CONTRACT FOR APPROVAL BY THE OWNER.
4. TREES SHALL BE PLANTED IN THE EXISTING NATIVE SOIL ON SITE, UNLESS DETERMINED TO BE UNSUITABLE – AT WHICH POINT THE CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT TO DISCUSS ALTERNATE RECOMMENDATION PRIOR TO PLANTING.
5. CONTRACTOR TO SUBMIT SAMPLES OF SOIL MIXTURE FOR OWNER'S REPRESENTATIVE APPROVAL PRIOR TO PLANT INSTALLATION OPERATIONS COMMENCE.

F. WATER

WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN AN ADEQUATE PLANT GROWTH AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC.. IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.

*WATERING/IRRIGATION RESTRICTIONS MAY APPLY – REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

G. FERTILIZER

CONTRACTOR SHALL PROVIDE FERTILIZER APPLICATION SCHEDULE TO OWNER, AS APPLICABLE TO SOIL TYPE, PLANT INSTALLATION TYPE, AND SITE'S PROPOSED USE. SUGGESTED FERTILIZER TYPES SHALL BE ORGANIC OR OTHERWISE NATURALLY-DERIVED.

*FERTILIZER RESTRICTIONS MAY APPLY – REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

H. MULCH

MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT, AND APPLIED AT A MINIMUM DEPTH OF 3 INCHES. CLEAR MULCH FROM EACH PLANT'S CROWN (BASE). TYPE OF MATERIAL: PINE STRAW.

I. PLANTING PROCEDURES

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY ADVERSELY AFFECT THE PLANT GROWTH, HE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.
2. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER SYSTEMS, CABLE, AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES. CALL NATIONAL ONE CALL – 811 – TO LOCATE UTILITIES.
3. SUBGRADE EXCAVATION: CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM DEPTH OF 36". CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY THE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE PLANTING DETAIL THAT ADDRESSES POOR DRAINAGE.
5. GENERAL: COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. UPON ARRIVAL AT THE SITE , PLANTS SHALL BE THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS STORED ON-SITE SHALL NOT REMAIN UNPLANTED FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.
6. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE PLANTING WITH IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION APPURTENANCES AND PLANTS.
7. ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD FOR NURSERY STOCK 260.1, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACKFILLED WITH THE PREPARED PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE "POOR DRAINAGE CONDITION" PLANTING DETAIL. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURES AND UNDER THE SUPERVISION OF A QUALIFIED LANDSCAPE FOREMAN. PROPER "JETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL IS RECOMMENDED.
8. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.
9. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION E OF THESE SPECIFICATIONS.
10. TREES AND SHRUBS SHALL BE SET STRAIGHT AT AN ELEVATION THAT, AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PIT. PLANTING SOIL MIXTURE SHALL BE BACKFILLED, THOROUGHLY TAMPED AROUND THE BALL, AND SETTLED BY WATER (AFTER TAMPING).
11. AMEND PINE AND OAK PLANT PITS WITH ECTOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. ALL OTHER PLANT PITS SHALL BE AMENDED WITH ENDOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. PROVIDE PRODUCT INFORMATION SUBMITTAL PRIOR TO INOCULATION.
12. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES, STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET. ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE, ONLY WITH MULCH. ALL BURLAP, ROPE, WIRES, BASKETS, ETC., SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.
13. PRUNING: TREES SHALL BE PRUNED, AT THE DIRECTION OF THE OWNER OR OWNER'S REPRESENTATIVE, TO PRESERVE THE NATURAL CHARACTER OF THE PLANT. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT. ALL PRUNING TO BE PERFORMED BY LICENSED ARBORIST, IN ACCORDANCE WITH ANSI A-300.
14. SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 6", REMOVE AND DISPOSE ALL DEBRIS. MIX TOP 4" THE PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.
15. MULCHING: PROVIDE A THREE INCH (MINIMUM) LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER, VINE BED, AND TREE PIT PLANTED UNDER THIS CONTRACT.
16. HERBICIDE WEED CONTROL: ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER, "ROUND-UP" SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. PRIOR TO FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER. (AS ALLOWED BY JURISDICTIONAL AUTHORITY)

J. LAWN SODDING

1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A TURF GRASS LAWN ACCEPTABLE TO THE OWNER.
2. LAWN BED PREPARATION: ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE ENTIRE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE-HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH TO THE REQUIRED GRADE.
3. SOIL PREPARATION: PREPARE LOOSE BED FOUR (4) INCHES DEEP. HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY.
4. SODDING

A. THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE.

B. THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND.

C. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS, ADJACENT TO BUILDINGS, A 24 INCH STONE MULCH STRIP SHALL BE PROVIDED – REFER TO DETAILS. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND, AS APPROVED BY THE OWNER'S REPRESENTATIVE, SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN. FERTILIZE INSTALLED SOD AS ALLOWED BY PROPERTY'S JURISDICTIONAL AUTHORITY.

5. DURING DELIVERY, PRIOR TO, AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.
6. LAWN MAINTENANCE:

A. WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS (LARGER THAN 12"X12") UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING REGRADING IF NECESSARY).

B. CONTRACTOR RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SOD/LAWN UNTIL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PRIOR TO AND UPON ACCEPTANCE, CONTRACTOR TO PROVIDE WATERING/IRRIGATION SCHEDULE TO OWNER. OBSERVE ALL APPLICABLE WATERING RESTRICTIONS AS SET FORTH BY THE PROPERTY'S JURISDICTIONAL AUTHORITY.

K. CLEANUP

UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE BROOM-CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

R. PLANT MATERIAL MAINTENANCE

ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY PLANT CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE. MAINTENANCE AFTER THE CERTIFICATION OF ACCEPTABILITY SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS IN THIS SECTION. CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE TO COVER LANDSCAPE AND IRRIGATION MAINTENANCE FOR A PERIOD OF 90 CALENDAR DAYS COMMENCING AFTER ACCEPTANCE.

S. FINAL INSPECTION AND ACCEPTANCE OF WORK

FINAL INSPECTION AT THE END OF THE WARRANTY PERIOD SHALL BE ON PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT. ANY REPLACEMENT AT THIS TIME SHALL BE SUBJECT TO THE SAME ONE (1) YEAR WARRANTY (OR AS SPECIFIED BY THE LANDSCAPE ARCHITECT OR OWNER IN WRITING) BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Drawing name: K:\WPB_Civil\CELL SITES\TowerCom\144988006 – Safeguard Storage\cad\Zds\LANDSCAPE\L-1.DWG L-2 Feb 01, 2016 3:26pm by: maria.martin

TOWERCOM VIII, LLC
One Independent Drive, Suite 1600
Jacksonville, FL 32202

PROJECT INFORMATION:

SAFEGUARD STORAGE
7950 RIVIERA BLVD
MIRAMAR, FL 33023
BROWARD COUNTY

CURRENT ISSUE DATE:

NOVEMBER 2015

ISSUED FOR:

SITE PLAN REVIEW

REV.:	DATE:	DESCRIPTION:

SEAL:

JONATHAN D. HAIGH, PLA
LA#6666795
JANUARY 26, 2016

PLANS PREPARED BY:

Kimley»Horn
© 2015 KIMLEY-HORN AND ASSOCIATES, INC.
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FLORIDA 33411
(561) 845-0665
FBPE CA00000696

PROVIDER:

TOWERCOM VIII, LLC
One Independent Drive, Suite 1600
Jacksonville, FL 32202

DRAWN BY:	CHK.:	APV.:
MM	LF	MM

LICENSURE:

MARIA VICTORIA MARTIN PE 72397

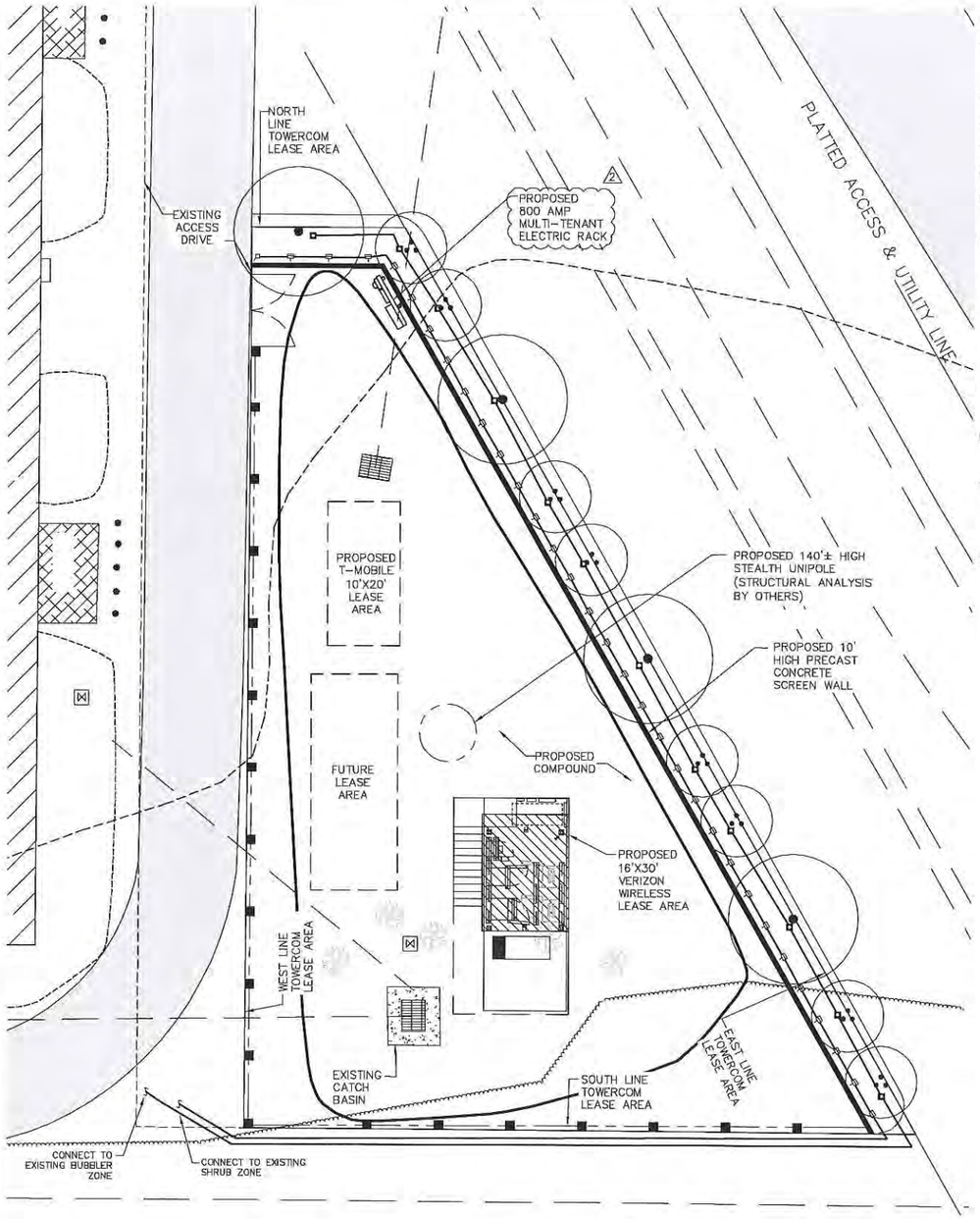
SHEET TITLE:

LANDSCAPE DETAILS

SHEET NUMBER: L-2

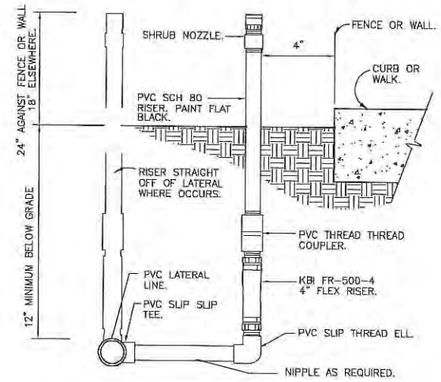
REVISION:

KHA Job #: 144988006



IRRIGATION CONNECTIONS TO EXISTING SYSTEM

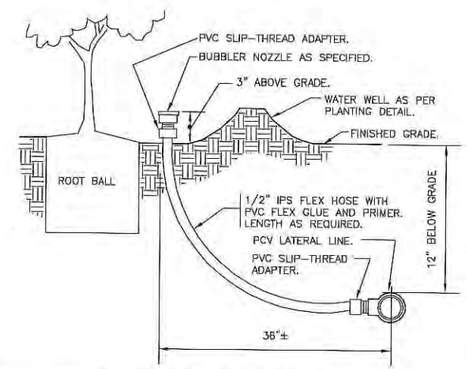
1. THE IRRIGATION CONTRACTOR SHALL SECURE ANY AND ALL NECESSARY PERMITS FOR THE WORK PRIOR TO COMMENCEMENT OF HIS OPERATIONS ON-SITE. COPIES OF THE PERMITS SHALL BE SENT TO THE OWNER/GENERAL CONTRACTOR.
2. WORK IN THE R.O.W. SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF LOCAL AND/OR STATE HIGHWAY JURISDICTION.
3. CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNER FOR OPERATING PARAMETERS OF THE EXISTING SYSTEM.
4. CONTRACTOR SHALL VERIFY CONTROLLER AND MAINLINE POINT OF CONNECTION AT PROJECT SITE WITH PROPERTY OWNER.
5. COORDINATE WITH PLANTING PLAN FOR PLANTER BED LOCATIONS AND TREE LOCATIONS.
6. ALL WIRING SHALL BE OF DIRECT BURIAL COPPER WIRE
7. IF THE MASTER SYSTEM CANNOT PROVIDE THESE PARAMETERS, CONTRACTOR SHALL MAKE ADJUSTMENTS TO THE DESIGN BY ADDING CONTROL VALVES.
8. CONTRACTOR SHALL SUBMIT DESIGN PROPOSAL AND PROPOSED, COMPATIBLE EQUIPMENT LIST TO OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION, IN ACCORDANCE WITH THESE PARAMETERS:
   - 8.1. THE SYSTEM WILL PROVIDE 100% COVERAGE FOR ALL PROPOSED LANDSCAPE IMPROVEMENTS.
   - 8.2. ZONES SHALL BE SEPARATED BY WATER NEED AND EQUIPMENT. TURF IRRIGATION SHALL BE SEPARATE FROM SHRUB ZONES, BUBBLERS SEPARATE FROM SPRAYS, SPRAYS SEPARATE FROM ROTORS.
   - 8.3. SET HEADS 3" FROM BACK OF CURB OR 24" IF PAVEMENT HAS NO CURB.
   - 8.4. IF NEW CONTROL VALVES ARE NECESSARY TO ADD EQUIPMENT TO THE EXISTING SYSTEM, LOCATE ALL VALVES A MINIMUM OF 24" FROM BACK OF CURB OR EDGE OF PAVEMENT, UNLESS NOTED OTHERWISE.
9. VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF IRRIGATION SYSTEM. ALL UTILITIES AND STRUCTURES MAY NOT BE SHOWN ON THESE PLANS-CONTRACTOR SHALL VERIFY THEIR LOCATION.
10. ALL PRESSURE MAINLINES UNDER ASPHALT PAVEMENT SHALL BE PLACED WITHIN SLEEVES AS NOTED. WHERE ELECTRIC VALVE CONTROL LINES PASS THROUGH A SLEEVE WITH OTHER MAIN OR LATERAL LINES THEY SHALL BE CONTAINED WITHIN A SEPARATE, SMALLER CONDUIT. ALL SLEEVES SHALL BE SIZED TWO PIPE SIZES GREATER THAN PIPE IT CARRIES.
11. CONTRACTOR SHALL PROVIDE "AS-BUILT" DRAWINGS OF THE FINAL INSTALLATION TO OWNER AT SUBSTANTIAL COMPLETION BEFORE RECEIVING FINAL PAYMENT. ALL SLEEVES UTILIZED BY THE IRRIGATION CONTRACTOR, WHETHER INSTALLED BY HIM OR NOT, SHALL BE LOCATED ON THE "AS-BUILT" DRAWINGS. THE DEPTH BELOW FINISH GRADE, TO THE NEAREST FOOT OF EACH END OF EACH SLEEVE SHALL BE NOTED AT EACH SLEEVE LOCATION ON THE "AS-BUILT" DRAWINGS.



1 SHRUB SPRAY FIXED RISER

3" = 1'-0"

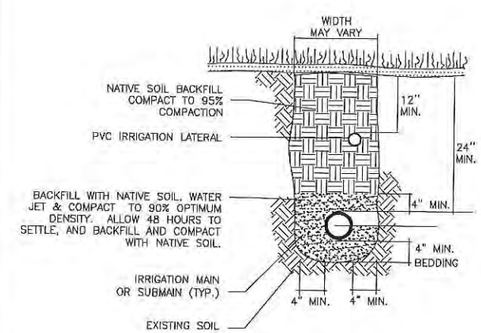
32 8403.23-01



2 BUBBLER ON FLEX HOSE RISER

3" = 1'-0"

DETAIL-FILE



3 TRENCHING DETAIL

NOT TO SCALE

32 8409.76-03

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
Q H F	Rain Bird 1800-PA-8S-PRS 5 Series MPR Shrub Spray on fixed riser with the PA-8S-PRS Pressure Regulating Shrub Adapter. Use with 1/2" MPT threaded risers.	32	30
1402 1406 1401 1404	Rain Bird 1402 Flood Flood Bubbler on IPS flex hose per detail.	12	30

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Irrigation Lateral Line: PVC Class 200 SDR 21 PVC Class 200 irrigation pipe.	±538.3 l.f.

NORTH

0 10 20

SCALE AS SHOWN

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Drawing name: K:\WPB_Civil\CELL SITES\TowerCom\144988006 - Safeguard Storage\cad\ZDs\LANDSCAPE\L-3.DWG L-3 Feb 25, 2016 11:45am by: maria.martin

TOWERCOM VIII, LLC
One Independent Drive, Suite 1600
Jacksonville, FL 32202

PROJECT INFORMATION:

SAFEGUARD STORAGE
7950 RIVIERA BLVD
MIRAMAR, FL 33023
BROWARD COUNTY

CURRENT ISSUE DATE:
NOVEMBER 2015

ISSUED FOR:
SITE PLAN REVIEW

REV.:	DATE:	DESCRIPTION:
2	02-17-16	PER CITY COMMENTS

SEAL:

REGISTERED LANDSCAPE ARCHITECT JONATHAN D. HAIGH LA#6666795 STATE OF FLORIDA

JONATHAN D. HAIGH, RLA
LA#6666795
FEBRUARY 25, 2016

PLANS PREPARED BY:

Kimley»Horn

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1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FLORIDA 33411
(561) 845-0665
FBPE CA00000696

PROVIDER:
TOWERCOM VIII, LLC
One Independent Drive, Suite 1600
Jacksonville, FL 32202

DRAWN BY:	CHK.:	APV.:
MM	LF	MM

LICENSURE:
MARIA VICTORIA MARTIN PE 72397

SHEET TITLE:
IRRIGATION PLAN

SHEET NUMBER: L-3
REVISION:

KHA Job #: 144988006

17.
QUASI-JUDICIAL
April 6, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: April 6, 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: 6016

Item Description: Temp. Reso. No. 6016, CONSIDERING APPLICATION NO. 1505788, COMMUNITY APPEARANCE BOARD APPROVAL FOR A NEW 140-FOOT HIGH STEALTH TELECOMMUNICATION TOWER, LOCATED ON A LEASED PARCEL OF THE SAFEGUARD SELF-STORAGE PROPERTY AT THE NORTHEAST CORNER OF UNIVERSITY DRIVE AND THE HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE. (Community and Economic Development Director Eric Silva)

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

Summary Explanation and Background: The Applicant seeks site plan amendment approval for a proposed 140-foot stealth telecommunciation tower and associated ground level equipment area.

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 3/23/16 and/or by sending mailed notice to property owners within 1,000 feet of the property on 3/23/16. (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 TR6016**
- **Attachment(s)**
  - **Attachment 1: Location Map and Aerial View**
  - **Attachment 2: Community Appearance Board Architectural Review Summary**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager Above for KWR

BY: Eric Silva, Director of Community & Economic Development

DATE: March 2, 2016

RE: Temp. Reso. No. 6016, Application No. 1505788, Community Appearance Board approval for a new 140-foot high stealth telecommunications tower, located within the retention area of the Safeguard Self-Storage property, at the northeast corner of University Drive and the Homestead Extension of Florida's Turnpike.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 6016, Application No. 1505788, Community Appearance Board ("CAB") approval for a new 140-foot stealth telecommunications tower, 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 CAB approval of property within the City.

BACKGROUND: The CAB recommended approval of this application on February 29, 2016.

Temp. Reso. No. 6016
2/18/16
3/25/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, CONSIDERING APPLICATION NO. 1505788, COMMUNITY APPEARANCE BOARD APPROVAL FOR A NEW 140-FOOT HIGH STEALTH TELECOMMUNICATION TOWER, LOCATED ON A LEASED PARCEL OF THE SAFEGUARD SELF-STORAGE PROPERTY AT THE NORTHEAST CORNER OF UNIVERSITY DRIVE AND THE HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 813 of the Land Development Code ("LDC") provides for minimum aesthetic standards for all site development, buildings, structures or alterations, and for objectives and procedures for review of development applications for compliance with these aesthetic standards (Community Appearance Board ("CAB") review); and

WHEREAS, the applicant, TowerCom VIII, LLC, a Florida Corporation, has submitted Application No. 1505788, for CAB review for a stealth telecommunication tower, as provided for in Section 813 of the LDC; and

WHEREAS, pursuant to the established community appearance design criteria and procedural rules of Section 813 of the LDC, the CAB reviewed the submitted materials for Application No. 1505788 and made a determination that the application is in substantial conformance with the established criteria; and

WHEREAS, the City Manager recommends approval; and

WHEREAS, the City Commission finds that the approval Application No. 1505788 is in the best interest of the citizens and residents of the City of Miramar, Florida.

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 CAB application for the TowerCom telecommunications tower is in substantial compliance with the requirements of Section 813 and 814 of the Land Development Code.

Section 3: That it approves Application No. 1505788 for TowerCom VIII, a Florida Limited Liability Company, as recommended for approval by the CAB on February 29, 2016. The eastern portion of the subject property is adjacent to a 20-foot wide utility easement. The subject property is described as a parcel of land lying in Section 27, Township 51 South, Range 41 East, Broward County, Florida, being a portion of Tract A, Miramar Park Fifth Addition, according to the plat thereof, as recorded in Plat Book 92, Page 50, of the Public Records of Broward County, Florida, said parcel being more particularly described as follows:

Commencing at the Southwest corner of said Section 27, proceed thence North 00°23'48" East along the West line of the Southwest ¼ of said Section 27 a distance of 415.00 feet; thence South 89°40'43" East a distance of 80.00 feet to the Southwest corner of said Tract A; thence continue South 89°40'43" East along the South line of said Tract A a distance of 445.27 feet; thence departing said South line, North 00°24'22" East a distance of 20.00 to the Point of Beginning; thence continue North 00°24'22" East a distance of 125.00 feet; thence South 89°40'43" East a distance of 21.21 feet to a point on the Southwesterly line of a 20.00 foot wide utility easement described in Official Records Book 27368, Page 219, Public Records of Broward County, Florida; thence South 29°41'05" East along said Southwesterly line a distance of 144.35 feet; thence departing said Southwesterly line, North 89°40'43" West along a line 20.00 feet North and Parallel with the aforementioned South line of Tract A a distance of 83.58 feet to the Point of Beginning. Said parcel containing an area of 7174 square feet more or less. (Description from Sheet C-1 of plans prepared by Kimley Horn of West Palm Beach dated November, 2015 without revision.)

The approval is based in part on the site plan which consists of 9 pages for Towercom VIII LLC, a Florida Limited Liability Company, on the subject property, prepared by Kimley Horn of West palm Beach, FL, under Job #144988006, dated November 2015 with last date of revision for Sheets T-1 and C-4 being 1/20/16; for Sheets C-1, C-5, and L-2 without date of revision; for Sheets C-2, C-3, and L-1 being 2/17/16 (herein: the "Site Plan").

Section 4: That the following condition shall apply to this approval:

4. 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 state or federal agency or undertakes actions that result in the violation of state or federal 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.

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

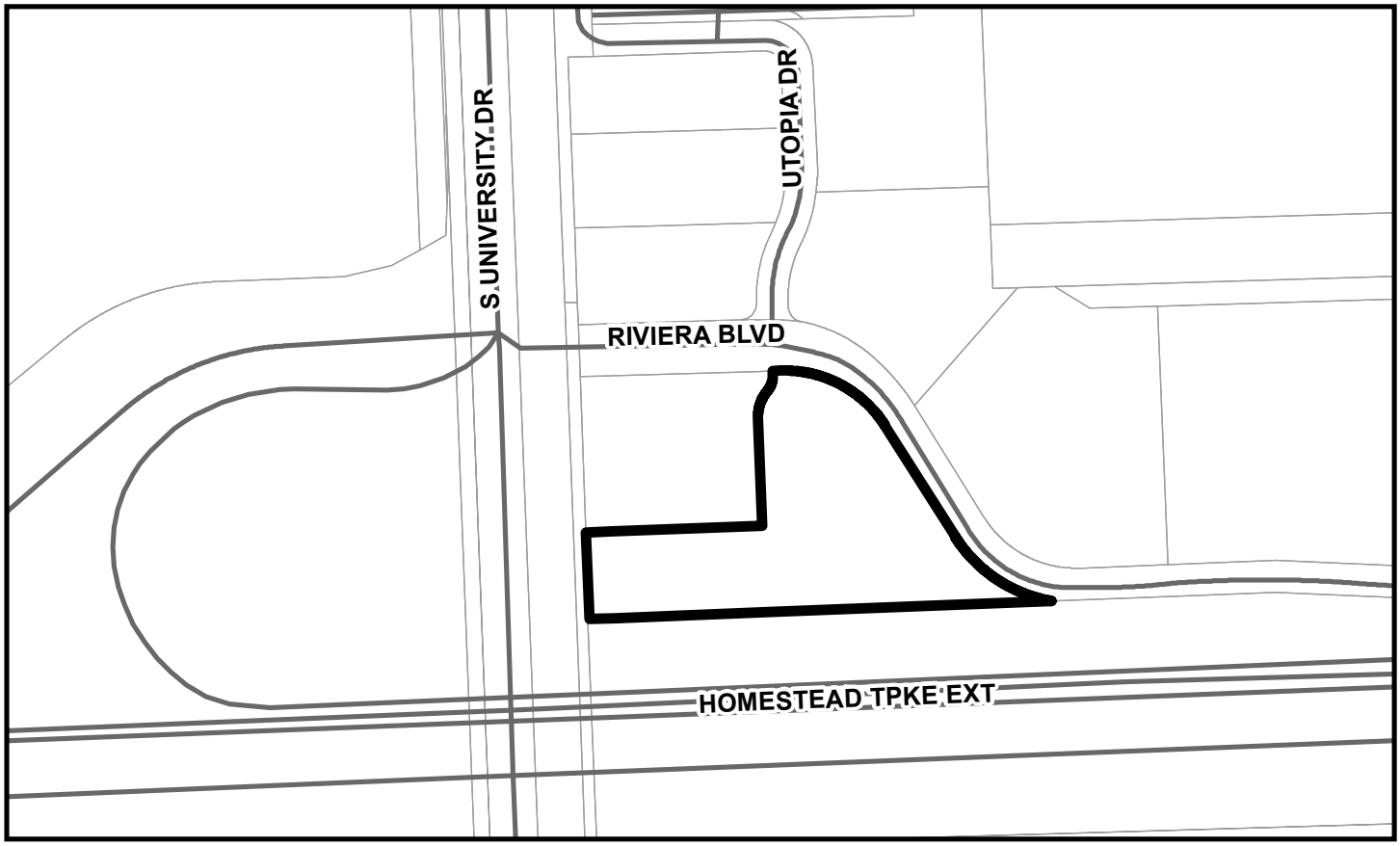
I HEREBY CERTIFY that I have
approved this RESOLUTION
as to form:

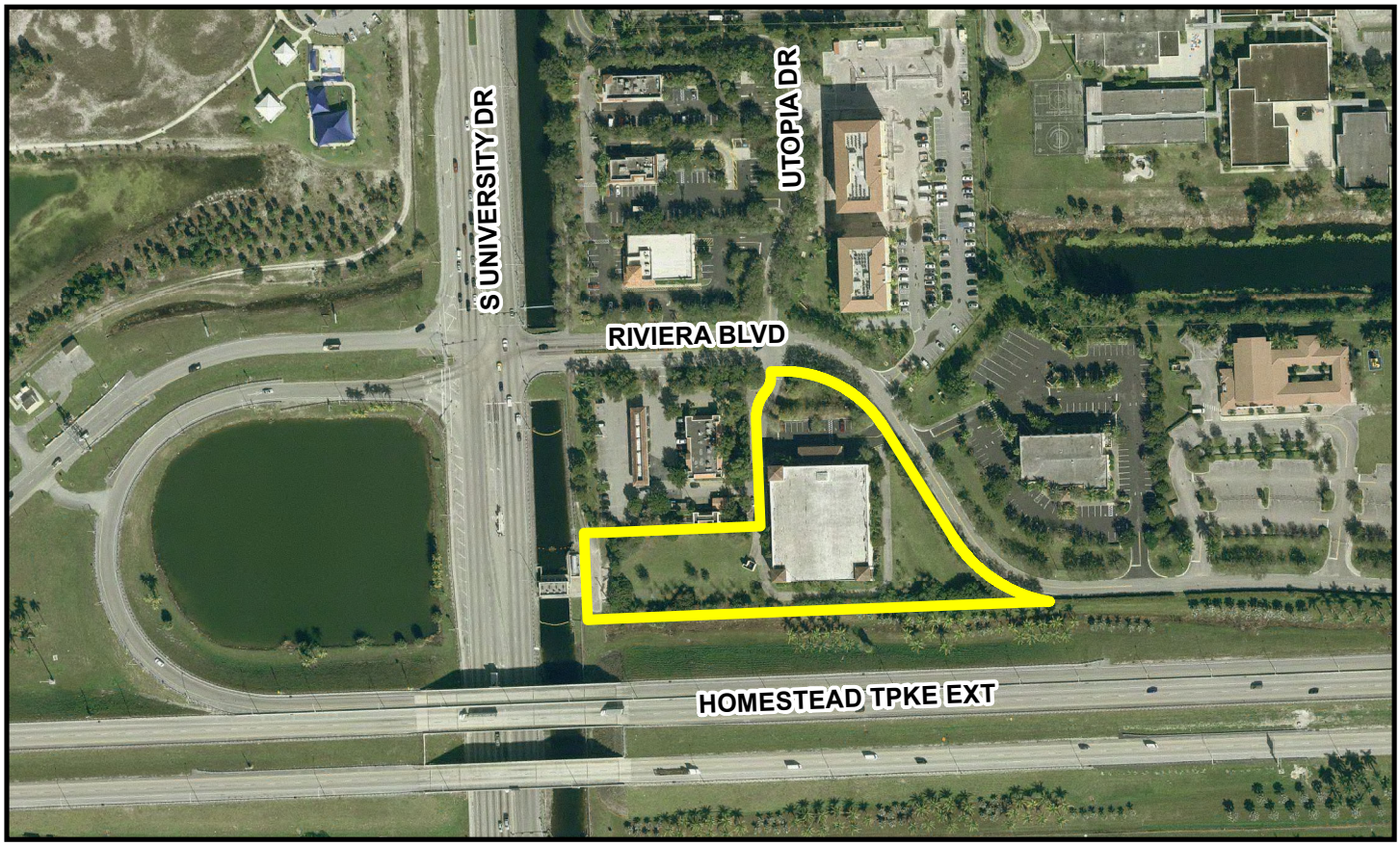
_____
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

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

Location Map/Aerial View
CAB 1505788

Attachment 1





Attachment 2

Community Appearance Board

ARCHITECTURAL DESIGN SUMMARY

PROJECT NAME Safeguard Stealth Tower
APPLICATION Application No. 1505788

This approval is relevant for the proposed Safeguard Stealth Tower design. The project site is located at the Northeast corner where University Drive and the Homestead Extension of the Florida Turnpike intersect. The stealth tower design consists of a 140-foot tall communication tower that will house both voice and data connections for up to three (3) service providers. Also, the tower is designed to function as a flagpole that will house the American flag. At the base, the project site is enclosed and shielded by a 10-foot high stucco finished, decoratively detailed masonry wall on both the South and East property lines. In addition, a decorative aluminum fence will screen the project on the Western edge (*facing the building*). Also, the entire site is enhanced with layers of perimeter landscaping used to buffer the site from the adjacent properties / structures.

RECOMMENDED FOR APPROVAL: Y/N
CAB CONSULTANT ARCHITECT: Kurt A. Petgrave

18.
QUASI-JUDICIAL
April 6, 2016
CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: April 6, 2016

Second Reading Date: N/A

Presenter's Name and Title: Eric Silva, Director, on behalf of Community and Economic Development

Temp Reso Number: 6005

Item Description: Temp. Reso. No. 6005, APPROVING APPLICATION NO. 1600839, VACATION OF EASEMENTS FOR MIRAMAR TOWN CENTER BLOCK 4A, LOCATED SOUTH OF MIRAMAR BOULEVARD, EAST OF RED ROAD AND WEST OF HIATUS ROAD. (Community and Economic Development Director Eric Silva)

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

Summary Explanation and Background: This is a request for approval to vacate two portions of an existing Utility, Ingress and Egress Easements that are no longer needed. These are located in Block 4A of the Miramar Town Center.

Instructions for the Office of the City Clerk: None.

Public Notice – As Required by Sec. 23-13 of the City Code and/or Sec. , Florida Statutes, public notice for this item was provided as follows: on March 23, 2016, in a legal ad in the Sun Sentinel; 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:

Content:
- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR No. 6005**
  - **Exhibit A: Opinion of Title and Surveys**
- **Attachment(s)**
  - **Attachment 1: Location Map and Aerial View**

MIRAMAR

BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR
INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Kathleen Woods-Richardson, City Manager Done for KWR

BY: Eric Silva, Director of Community & Economic Development

DATE: March 2, 2016

RE: Temp. Reso. No. 6005, approving application no. 1600839, vacation of easement for the Miramar Town Center Block 4A, located south of Miramar Boulevard, east of Red Road and west of Hiatus Road.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 6005 subject to the following condition:

> The property owner shall provide proof of recordation of the vacated easements in the Public Records of Broward County, Florida.

ISSUE: Pursuant to Section 23-13 of the City's Code of Ordinances, City Commission approval is required for the vacation of easements.

BACKGROUND: The subject portions of Block 4A are not needed for utilities and conflict with existing construction, specifically the hardscape, walkway, and plaza areas of the site, but not the building. The Development Review Committee recommended approval of the vacation of easement application with a condition on February 25, 2016.

Temp. Reso. No. 6005
2/25/16
3/25/16

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING APPLICATION NO. 1600839, VACATION OF EASEMENT FOR MIRAMAR TOWN CENTER BLOCK 4A, LOCATED SOUTH OF MIRAMAR BOULEVARD, EAST OF RED ROAD AND WEST OF HIATUS ROAD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 23-13 of the City's Code of Ordinances (the "Code") provides for vacation of easements and establishes requirements related thereto; and

WHEREAS, the applicant, MTC Property Corporation, a New York Limited Liability Company, requests vacation of the two utility easements described in Exhibit "A" attached hereto; and

WHEREAS, the described portions of this subject parcel are not needed and conflict with the existing Miramar Town Center construction, specifically the hardscape, walkway and plaza areas, but not the building; and

WHEREAS, the applicant will record an instrument finalizing the vacation process through Broward County; and

WHEREAS, the Development Review Committee reviewed the vacation of the easement application pursuant to Section 23-13 of the Code, and has made a determination that the vacation is in substantial conformance with the requirements therein; and

WHEREAS, the Director of Construction and Facilities Management and the Director of Community and Economic Development recommend approval of the request to abandon the subject utility easements; and

WHEREAS, the City Manager recommends approval; 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 requested vacation of easement.

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 public advertising requirements of Section 23-13 of the City Code have been met.

Section 3: That it finds that there is a public interest in the portion of the subject property legally described in the attached Exhibit "A" being vacated and abandoned, and that the vacation of easement application for Miramar Town Center Block 4A is in substantial compliance with Section 23-13 of the City Code.

Section 4: That it approves Application No. 1600839, Vacation of Easement for Miramar Town Center Block 4A, as recommended for approval by the Development Review Committee on February 25, 2016. The portions of the Easements to be vacated and abandonment are described as situate and lying in the State of Florida, County of Broward, to-wit:

A portion of that certain utility, ingress and egress easement as recorded in Official Records Book 46364, Page 1946, of the Public Records of Broward County, Florida, lying over and across a portion of Tract "A", **MIRAMAR TOWN CENTER PLAT**, according to the Plat thereof as recorded in Plat Book 172, Page 141 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the most northerly southeast corner of said Tract "A", thence along the easterly line of said Tract "A", the following five (5) courses and distances; (1) thence North 32°14'35" East, 2660.90 feet; (2) thence North 38°29'44" East, 100.58 feet; (3) thence North 30°58'36" East, 8.75 feet; (4) thence North 59°01'24" West, 12.00 feet; (5) thence North 30°58'36" East, 56.30 feet to a point on the arc of a non-tangent curve (a radial line through said point bears South 8°06'25" East), said point also being on the northerly line of that certain Right-of-Way deeded to the City of Miramar, recorded in Official Records Book 46364, Page 1969, of the Public Records of Broward County, Florida; thence along said line and westerly along the arc of said curve being concave to the North, having a radius of 39.33 feet, a central angle of 20°05"44", an arc distance of 13.79 feet to a point being Reference Point "L", as depicted on said utility, ingress and egress easement; thence along the southerly line of said utility, ingress and egress easement and the northerly line of said Right-of-Way line, continue westerly along the arc of said curve being concave to the North, having a radius of 39.33 feet, a central angle of

12°49’32”, an arc distance of 8.80 feet; thence continue along said line, North 65°11’09” West, 124.35 feet to a point hereinafter referred to as REFERENCE POINT “A”; thence North 24°48’51” East, 7.01 feet to the POINT OF BEGINNING of Easement Vacation No. 1; thence North 65°11”09” West, 20.00 feet; thence North 24°48’51” East, 17.33 feet, thence South 24°48’51” West 17.33 fee to the Point of Beginning of said Easement Vacation No. 1;

TOGETHER WITH:

COMMENCE at the aforementioned REFERENCE POINT “A”, thence along said southerly line of the aforementioned utility, ingress and egress easement and the northerly line of the aforementioned Right-of-Way deeded to the City of Miramar the following six (6) courses and distances; (1) thence North 65°11’09” West, 77.00 feet; (2) thence North 20°11’09” West, 9.90 feet; (3) thence North 65°11’09” West, 66.55 feet; (4) thence South 69°48’51” West, 9.90 feet to a point being Reference Point “I”, as depicted on said utility, ingress and egress easement; (5) thence North 65°11’09” West, 115.66 feet to a point on the arc of a tangent curve; (6) thence continue along said line and northwesterly along the arc of said curve being concave to the northeast, having a radius of 14.33 feet, a central angle of 90°00’00”, an arc distance of 22.51 feet; thence along the westerly line of said utility, ingress and egress easement and the easterly Right-of-Way line the following three (3) course and distances; (1) thence tangent to said curve, North 24°48’51” East, 21.72 feet; (2) thence North 69°48’51” East, 9.90 feet; (3) thence North 24°48’51” East, 112.25 feet; thence South 65°11’09” East, 14.94 feet
to the POINT OF BEGINNING of Easement Vacation No. 2; thence North 24°48’51” East. 34.38 feet; thence South 60°45’53” East, 17.80 feet; thence South 24°48’51” West, 33.01 feet; thence North 65°11’09” West, 17.75 feet to the point of Beginning of said Easement Vacation No. 2.

Said lands lying and situate in the City of Miramar, Broward County, Florida, and containing 0.0217 acres (945 Square feet) in aggregate, more or less.

Section 5: That the following condition(s) shall apply:

1. The property owner shall provide proof of recordation of the vacated easements in the Public Records of Broward County, Florida.

Section 6: That the appropriate City officials are authorized to do all things necessary to effectuate carry out the aims of this Resolution.

Section 7: That a certified copy of this Resolution with the attached Exhibit “A”, and the proof of publication of the notice referred to in Section 2 hereof, shall be recorded in the Public Records of Broward County, Florida, and the owner shall pay the cost of said recordation.

Section 8: 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"

OPINION OF TITLE

TO: City of Miramar

With the understanding that this Opinion of Title is furnished to the City of Miramar, Florida (the "City"), as an inducement for partial abandonment of the Easement recorded July 9, 2009 in Official Records Book 46364, Page 1946 (the "Easement") covering the real property, hereinafter described or for execution by the City of a Partial Release of Easement, it is hereby certified that I have examined that certain Owner's Policy of Title Insurance, issued by Broad and Cassel as a title agent for Chicago Title Insurance Company bearing an effective date of December 30, 2015 @ 3:02 PM (the "**Policy**") and that certain Attorneys' Title Fund Services, LLC's Certified Title Search for the period of December 30, 2015 through February 17, 2016 at 11:00 p.m., inclusive, (the "**Search**"), for the real property hereinafter described in Exhibit "A" attached hereto and made a part hereof by reference (the "**Property**"); and I recognize that the City is relying on this opinion with regard to the approval of the partial abandonment of the Easement.

Basing my opinion on the Policy and the Search, I am of the opinion that as of the Effective Date of the Search, fee simple title to the **Property** was vested in:

- MTC Property Corp., a Delaware corporation (by virtue of Special Warranty Deed recorded as Instrument No. 11341534).

Subject to the following liens, encumbrances, and other exceptions:

1. **RECORDED MORTGAGE(S):** Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing in favor of Berkeley Point Capital LLC, a Delaware limited liability company, Mortgagee, dated as of December 30, 2015, and recorded on December 30, 2015, in the Official Records as Instrument #113431535, as assigned by an Assignment of Security Instrument to Fannie Mae, dated as of December 30, 2015, and recorded on December 30, 2015, in the Official Records as Instrument #113431538.

2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS AGAINST THE PROPERTY:** None.

3. **GENERAL EXCEPTIONS:**

   a. All taxes for the years 2016, and all subsequent years.
   b. Rights of persons other than the above owners who are in possession.
   c. Facts that would be disclosed upon accurate survey.
   d. Any unrecorded labor, mechanics' or materialmens' liens.
   e. Zoning and other restrictions imposed by governmental authority.

4. **EASEMENTS & RIGHTS OF WAY:** Easements and Rights of Way as set forth in Exhibit "B" attached hereto and made a part hereof by reference, which include all easements and rights-of-way lying within the **Property** boundaries.

I HERBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions.

Therefore, it is my opinion that the following party(ies) must execute and deliver the Easement in order to make the Easement a valid and binding covenant on the lands described herein:

Name	Interest	Special Exception Number
MTC Property Corp., a Delaware corporation	Fee Simple Owner	None
Fannie Mae	Mortgagee	1. - Mortgage

I HEREBY CERTIFY that the legal description contained in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable agreement.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 24th day of February, 2016.

Diane D. Karst, Esq.
Print Name

Diane D Karst
Signature

0510191
Florida Bar Number

Broad and Cassel
Firm Name
7777 Glades Road
Suite 300
Boca Raton, FL 33434
Address
(561) 483-7000
Phone Number

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24th day of February, 2016, by Diane D. Karst, who is personally known to me or has produced _____ as identification.

Elaine Carlson
Notary Public

Elaine Carlson
Print Name

My Commission Expires:

ELAINE CARLSON
MY COMMISSION # EE 841357
EXPIRES: November 2, 2016
Bonded Thru Notary Public Underwriters

4815-7125-7389.1
44628/0041

EXHIBIT "A"
(Legal Description for the Property)

4815-7125-7389.1
44628/0041

DESCRIPTION

Vacation of a portion of Utility, Ingress and Egress Easement

A portion of that certain utility, ingress and egress easement as recorded in Official Records Book 46364, Page 1946, of the Public Records of Broward County, Florida, lying over and across a portion of Tract "A", **MIRAMAR TOWN CENTER PLAT**, according to the Plat thereof, as recorded in Plat Book 172, page 141 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the most northerly southeast corner of said Tract "A"; thence along the easterly line of said Tract "A", the following five (5) courses and distances; (1) thence North 32°14'35" East, 266.90 feet; (2) thence North 38°29'44" East, 100.58 feet; (3) thence North 30°58'36" East, 8.75 feet; (4) thence North 59°01'24" West, 12.00 feet; (5) thence North 30°58'36" East, 56.30 feet to a point on the arc of a non-tangent curve (a radial line through said point bears South 8°06'25" East), said point also being on the northerly line of that certain Right-of-Way deeded to the City of Miramar, recorded in Official Records Book 46364, Page 1969, of the Public Records of Broward County, Florida; thence along said line and westerly along the arc of said curve being concave to the North, having a radius of 39.33 feet, a central angle of 20°05'44", an arc distance of 13.79 feet to a point being Reference Point "L", as depicted on said utility, ingress and egress easement; thence along the southerly line of said utility, ingress and egress easement and the northerly line of said Right-of-Way line, continue westerly along the arc of said curve being concave to the North, having a radius of 39.33 feet, a central angle of 12°49'32", an arc distance of 8.80 feet;, thence continue along said line, North 65°11'09" West, 124.35 feet to a point hereinafter referred to as **REFERENCE POINT "A"**; thence North 24°48'51" East, 7.01 feet to the **POINT OF BEGINNING** of Easement Vacation No. 1; thence North 65°11'09" West, 20.00 feet; thence North 24°48'51" East, 17.33 feet; thence South 65°11'09" East, 20.00 feet; thence South 24°48'51" West, 17.33 feet to the Point of Beginning of said Easement Vacation No. 1;

TOGETHER WITH:

COMMENCE at the aforementioned **REFERENCE POINT "A"**, thence along said southerly line of the aforementioned utility, ingress and egress easement and the northerly line of the aforementioned Right-of-Way deeded to the City of Miramar the following six (6) courses and distances; (1) thence North 65°11'09" West, 77.00 feet; (2) thence North 20°11'09" West, 9.90 feet; (3) thence North 65°11'09" West, 66.55 feet; (4) thence South 69°48'51" West, 9.90 feet to a point being Reference Point "I", as depicted on said utility, ingress and egress easement; (5) thence North 65°11'09" West, 115.66 feet to a point on the arc of a tangent curve; (6) thence continue along said line and northwesterly along the arc of said curve being concave to the northeast, having a radius of 14.33 feet, a central angle of 90°00'00", an arc distance of 22.51 feet; thence along the westerly line of said utility, ingress and egress easement and the easterly Right-of-Way line the following three (3) course and distances; (1) thence tangent to said curve, North 24°48'51" East, 21.72 feet; (2) thence North 69°48'51" East, 9.90 feet; (3) thence North 24°48'51" East, 112.25 feet; thence South 65°11'09" East, 14.94 feet to the **POINT OF BEGINNING** of Easement Vacation No. 2; thence North 24°48'51" East, 34.38 feet; thence South 60°45'53" East, 17.80 feet; thence South 24°48'51" West, 33.01 feet; thence North 65°11'09" West, 17.75 feet to the Point of Beginning of said Easement Vacation No. 2.

Said lands lying and situate in the City of Miramar, Broward County, Florida, and containing 0.0217 acres (945 square feet) in aggregate, more or less.

SURVEYOR'S NOTES

SHEET 1 OF 2

1. Measurements shown hereon are expressed in U.S. Survey feet and decimal parts thereof.
2. Sun-Tech Engineering, Inc. reserves the right to utilize any and all information obtained in the preparation of this Survey, including Sketch of Description for any other purposes.
3. This drawing may not be reproduced in whole or in part without the permission of Sun-Tech Engineering, Inc. Additions or deletions to the Sketch by other than the signing party is prohibited without the written consent of the signing party.
4. This drawing is not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.
5. The certification contained herein is applicable to the preparation date or latest revision date, whichever applicable.
6. Some features shown hereon may be drawn "out of scale" for the purposes of clarity. Written dimensions take precedence over scaled measurements.
7. Sources of information used in the preparation of this Sketch and Description are as follows:
   A. Record plat entitled "MIRAMAR TOWN CENTER PLAT", Plat Book 172, Page 141 and 142;
   B. Water & Sewer Plan prepared by Sun-Tech Engineering, Inc., Job No. 11.3411.
8. Sun-Tech Engineering, Inc. is authorized to provide Surveying and Mapping Services by the State of Florida Department of Agriculture and Consumer Services, License No. LB.7019, pursuant to the provisions of Chapter 472, Florida Statutes.
9. The purpose of this sketch is to depict the elements of the description appearing hereon, and is provided as an aid in its depiction. This sketch is not a survey. Uses inconsistent with its intended purpose are prohibited.
10. Bearings shown hereon are based on an assumed datum and are relative to an Easterly line of TRACT "A", bearing North 32°14'35" East, as shown on Plat referenced on Surveyor's Note 7. A.

DATE	REVISION	BY	CHK.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY that the herein captioned Sketch of Description is true and correct to the best of my knowledge and belief, as prepared under my direction, supervision and responsible charge.

Sun-Tech Engineering, Inc.
Date of Preparation: August 28, 2012

Donald L. Cooper 1/25/2016
Donald L. Cooper, P.S.M. Date
Professional Surveyor and Mapper
Florida Registration No. 6269

TECH Sun-Tech Engineering, Inc.
Engineering – Surveying – Planning
Certificate of Authorization Number LB 7019
1600 West Oakland Park Boulevard
Ft. Lauderdale, FL 33311
Phone (954) 777-3123
Fax (954) 777-3114

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JOB No.: 11-3411

4815-7125-7389.1
44628/0041

SHEET 2 OF 2

KEY TO ABBREVIATIONS

B.C.R.	BROWARD COUNTY RECORDS
P.B.	PLAT BOOK
PG.	PAGE
R/W	RIGHT OF WAY
O.R.B.	OFFICIAL RECORDS BOOK
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC DISTANCE
℄	CENTERLINE
U.E.	UTILITY EASEMENT
—+—+—	NON-VEHICULAR ACCESS LINE

0 50 100

GRAPHIC SCALE IN FEET
SCALE 1" = 100'

N24°48'51"E
34.38'

WESTERLY LINE OF O.R.B. 46364, PG. 1946 & EASTERLY R/W LINE OF O.R.B. 46364, PG. 1968

R/W DEED TO CITY OF MIRAMAR (O.R.B. 46364, PG. 1968 -B.C.R.)

S60°45'53"E
17.80'

SUBJECT PROPERTY
EASEMENT VACATION NO. 2
PORTION OF UTILITY,
INGRESS AND EGRESS EASEMENT
O.R.B. 46364, PG. 1946 -B.C.R.
598 SQUARE FEET, 0.0137 ACRES

PORTION OF TRACT "A"
MIRAMAR TOWNCENTER PLAT
(P.B. 172, PG. 141 -B.C.R.)
(NOT INCLUDED)

NON-VEHICULAR ACCESS LINE
(P.B. 172, PG. 141 -B.C.R.)
EASTERLY LINE TRACT "A"

S65°11'09"E
14.94'
N24°48'51"E
112.25'
N69°48'51"E
9.90'
N24°48'51"E
21.72'
R=14.33'
Δ=90°00'00"
L=22.51'

S24°48'51"W
33.01'

N65°11'09"W
17.75'

POINT OF BEGINNING

N65°11'09"W
77.00'
N20°11'09"W
9.90'
N65°11'09"W
66.55'

S69°48'51"W
9.90'

N24°48'51"E
17.33'
N65°11'09"W
20.00'
S65°11'09"E
20.00'
S24°48'51"W
17.33'

HIATUS ROAD

N65°11'09"W
115.66'

R/W DEED TO CITY OF MIRAMAR (O.R.B. 46364, PG. 1968 -B.C.R.)

REFERENCE POINT "I"
(O.R.B. 46364, PG. 1946 -B.C.R.)

SOUTHERLY LINE OF O.R.B. 46364, PG. 1946 & NORTHERLY R/W LINE OF O.R.B. 46364, PG. 1968

POINT OF BEGINNING

S11°59'19"W
(RADIAL)

S08°06'25"E
(RADIAL)

R=39.33'
Δ=20°05'44"
L=13.79'

N65°11'09"W
124.35'
N24°48'51"E
7.01'
R=39.33'
Δ=12°49'32"
L=8.80'

REFERENCE POINT "A"

REFERENCE POINT "L"
(O.R.B. 46364, PG. 1946 -B.C.R.)

N30°58'36"E
56.30'

N59°01'24"W
12.00'

N30°58'36"E
8.75'

N38°29'44"E
100.58'

EASTERLY LINE TRACT "A"

(BASIS OF BEARINGS)
N32°14'35"E 266.90'

POINT OF COMMENCEMENT
MOST NORTHERLY S.E. CORNER TRACT "A"

PORTION OF TRACT "A"
MIRAMAR TOWNCENTER PLAT
(P.B. 172, PG. 141 -B.C.R.)
(NOT INCLUDED)

SUBJECT PROPERTY
EASEMENT VACATION NO. 1
PORTION OF UTILITY,
INGRESS AND EGRESS EASEMENT
O.R.B. 46364, PG. 1946 -B.C.R.
347 SQUARE FEET, 0.0080 ACRES

RED ROAD EXTENSION
FLAMINGO ROAD

Sun-Tech Engineering, Inc.
Engineering – Surveying – Planning
Certificate of Authorization Number LB 7019
1600 West Oakland Park Boulevard
Ft. Lauderdale, FL 33311
Phone (954) 777-3123
Fax (954) 777-3114

3411sk1uevac.dwg

JOB No.: 11-3411

EXHIBIT "B"
(Easements and Rights-of-Way)

1. Reservations in favor of Trustees of the Internal Improvement Fund of the State of Florida recorded in Deed Book 55, Page 79; as affected by Release of Reservations No. 18346 recorded October 19, 2007 in Official Records Book 44731, Page 466.

2. Sewer Agreement recorded December 6, 1994 in Official Records Book 22903, Page 453.

3. Plat of MIRAMAR TOWN CENTER PLAT as recorded in Plat Book 172, Pages 141 and 142; as affected by Agreements for Amendment of Notation on Plat recorded May 4, 2006 in Official Records Book 41955, Page 890, January 8, 2008 in Official Records Book 44975, Page 324 and February 18, 2008 in Official Records Book 45103, Page 711, and January 28, 2013 in Official Records Book 49455, Page 1007, and February 18, 2014 in Official Records Book 50556, Page 856.

4. Easement in favor of Bellsouth Telecommunications, Inc., a Georgia corporation, recorded May 3, 2004 in Official Records Book 37363, Page 703. (As to Block 6 only)

5. Declaration of Covenants, Restrictions, Conditions and Easements for Town Center recorded January 9, 2006 in Official Records Book 41234, Page 1628.

6. Declaration of Miramar Town Center recorded May 29, 2007 in Official Records Book 44103, Page 1446; as amended in Official Records Book 44578, Page 492, Official Records Book 45861, Page 1493 and Official Records Book 47147, Page 856, and as further amended by that certain Fourth Amendment to Declaration for Miramar Town Center recorded December 14, 2012 in Official Records Book 49332, Page 1078; and as affected by that certain Partial Assignment Of Developer Rights Without Assumption Of Liability December 14, 2012 in Official Records Book 49332, Page 1157, and Official Records Book 50705, Page 119.

7. Easement in favor of Florida Power & Light Company recorded October 30, 2007 in Official Records Book 44763, Page 1428.

8. Easements in favor of the City of Miramar recorded July 9, 2009 in Official Records Book 46364, Page 1946.

9. Construction, Operation and Reciprocal Easement Agreement recorded December 14, 2012 in Official Records Book 49332, Page 1175.

10. Easement recorded February 27, 2007 recorded in Official Records Book 43662, Page 1236.

11. Easement in favor of the City of Miramar recorded January 24, 2013 in Official Records

Book 49446, Page 728.

12. Underground Easement in favor of Florida Power & Light Company recorded August 29, 2013 in Official Records Book 50126, Page 200.

13. Easement in favor of Florida Power & Light Company recorded December 31, 2013 in Official Records Book 50444, Page 1692.

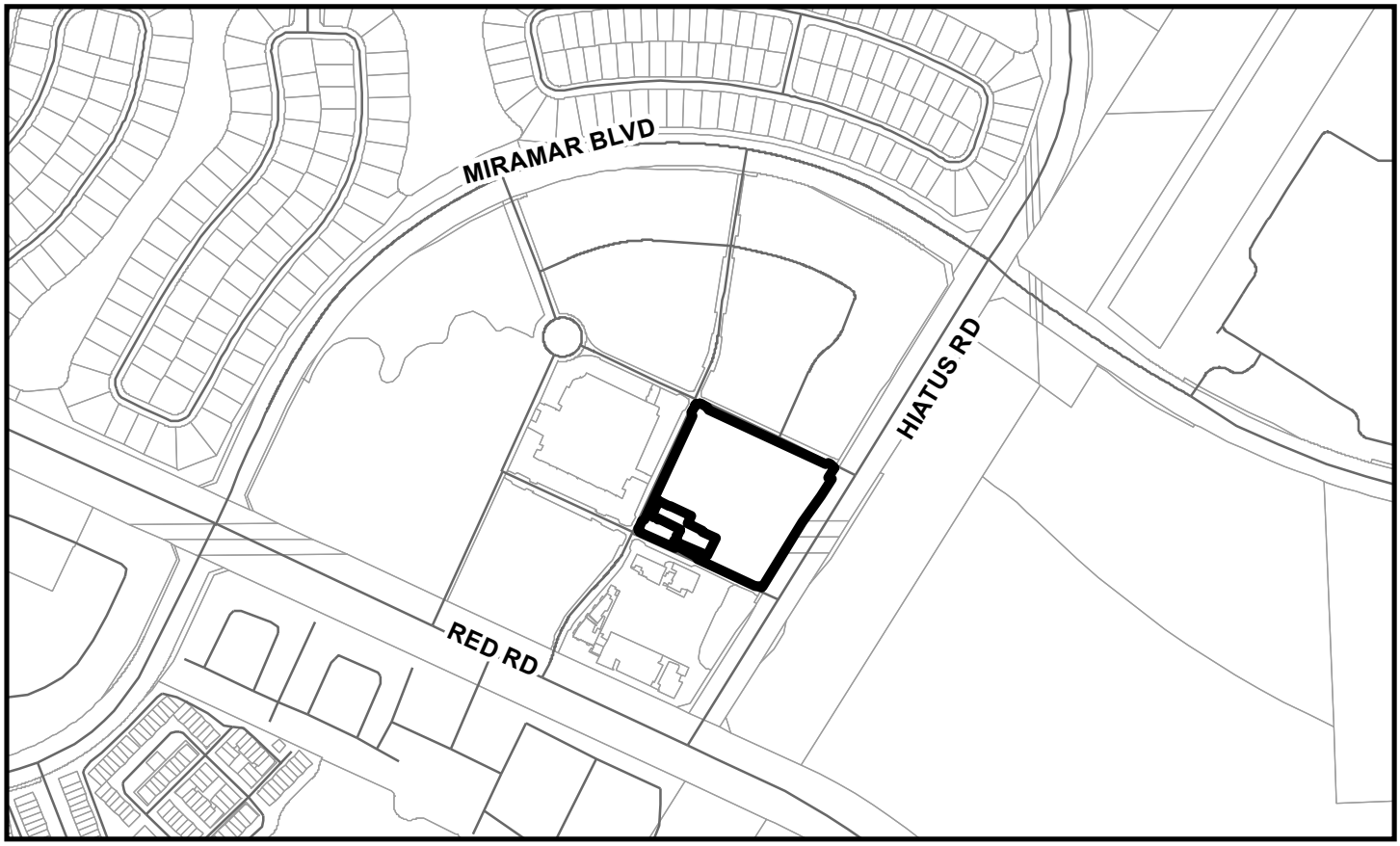
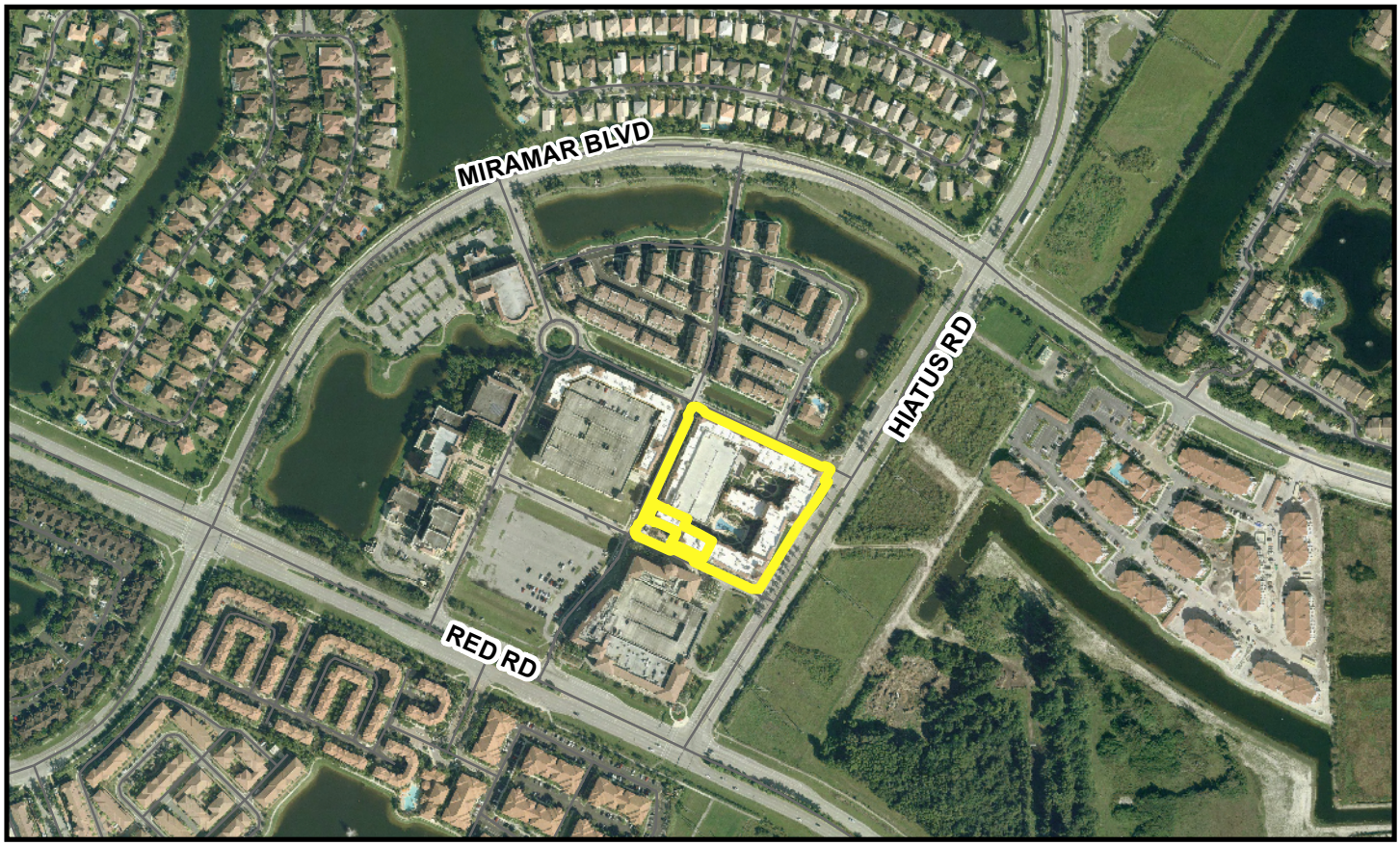
14. Underground Easement in favor of Florida Power & Light Company recorded March 10, 2014 in Official Records Book 50607, Page 1827.

15. Grant of Easement in favor of Comcast of the South, Inc., recorded February 7, 2014 in Official Records Book 50534, Page 11.

16. Drainage Easements Miramar Town Center Block 5 & 6 recorded October 21, 2014 in Official Records Book 51183, Page 390.

17. Easement in favor of the City of Miramar recorded November 20, 2014 in Official Records Book 51258, Page 1317.

All of the above-referenced documents are recorded in the Public Records of Broward County, Florida.

Location Map/Aerial View
Vacation Of Easement 1600839

Attachment 1