



AGENDA

WILTON DRIVE IMPROVEMENT DISTRICT MEETING

Wednesday January 11, 2017
6:30 P.M. – Commission Chambers

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF MINUTES

November 9, 2016

COMMENTS FROM THE PUBLIC

Any member of the Public may speak on any issue for three minutes.

OLD BUSINESS

WDID Logo, brand and identity

If available, Member LoGrande can provide an update on the Brand Standards Product from CID

Powerwashing Wilton Drive

Board members offer feedback on completed project

Discussion and approval of contract with Emerald Irish for regular trash pick up on Wilton Drive

NEW BUSINESS

Digital Media Marketing Presentations

Tyler Narducci, Sobe Viral Marketing

Paul Vrooman, the Vrooman Group

Brief Presentation on Bonding

Bob Mays, Sue Delegal

Motion to authorize Staff to pay outstanding invoices in an amount not to exceed \$5000 and report payments through regular quarterly budget updates

ADJOURNMENT

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

Any person requiring Auxiliary Aids and Services for the Meeting may call the ADA Coordinator at



390-2122 at least two working days prior to the meeting. If you are Hearing or Speech impaired, please contact the Florida Relay Services by using the following phone numbers: 1-800-955-8770 (Voice) 1-800-955-8771 (tdd)

Dated and Posted: January 4, 2017



45
46 Based on the Board's desire to move to the next step in the branding process, Pamela obtained three
47 quotes for the completion of brand standard guidelines. She advised the Board that the low bid was
48 \$1125 (Conceptual Communications), the high bid was \$2800 (SMark), and the middle bid was
49 \$1800. The middle bid was offered by Concept International Design (CID) who Member
50 LoGrande contracted with to do the logo work..

51
52 Member LoGrande described the need and resulting product of brand standards. Discussion
53 ensued. Members felt that the low bid, offered by Conceptual Communications would not be ideal
54 due to the fact that that they are the PR firm for the City and the Board's goal is to create an identity
55 independent, while complimentary, of the city. Member also expressed the thought that the vendor
56 who created the logo should carry it to the next step, creating the brand guidelines. Chair Blevins
57 wondered if CID might be willing to renegotiate their price.

58
59 Ms. Delegal was consulted about the procurement requirements related to contracting with a
60 vendor. Ms. Delegal asked for a moment to refer back to the City's relevant procurement
61 ordinance.

62
63 After review, Ms. Delegal indicated that the Board had the latitude in this specific case.

64
65 **Motion**

66 Offered by Vice Chair Keester, seconded by Member Hugo
67 Motion to direct staff to negotiate a reduction in fee to \$1500, with CID for graphic design services.
68 Passed Unanimously.

69
70 ***Powerwashing of Wilton Drive***

71 Pamela described her communication with Sunshine Cleaning, the contractor who will be
72 powerwashing Wilton Drive. Discussion ensued. Several members expressed interest in details
73 related to the service and Pamela will bring the questions and concerns to the attention of the
74 vendor and report back. In addition, Pamela will create a flyer which members of the WDID will
75 distribute to Drive businesses to inform and prepare them for the service.

76
77 **Motion**

78 Offered by Member Phelps, seconded by Member Hugo
79 Motion to Authorize staff to increase the agreed up cost with Sunshine Cleaning for powerwashing
80 Wilton Drive up to an additional 15%, based on the inclusion of right of way at corners, gutters and
81 bulb outs.
82 Passed unanimously.

83



84 ***Budget Discussion***

85 Pamela gave an overview of accounts payable.

86

87 **Motion**

88 Offered by Member Phelps, seconded by Member Johnson

89 Motion to reimburse the City of Wilton Manors for invoices paid on behalf of the WDID and to
90 pay all outstanding invoices.

91 Passed unanimously.

92

93 ***2017 Schedule of Meeting Dates***

94 Pamela gave an overview of the proposed meeting dates for 2017.

95

96 **Motion**

97 Offered by ViceChair Keester, seconded by Member Hugo.

98 Motion to Approve 2017 Meeting Dates and Authorize Publication of the Schedule.

99 Passed Unanimously.

100

101 ***Additional Possible Projects for Funding***

102 Chair Blevins offered for discussion the possibility of utilizing some portion of remaining
103 unallocated funds for additional marketing for Wilton Drive. Pamela gave an overview of the city's
104 plan for marketing the City as a tourism destination point, and of her recent meeting with
105 Travelhost owner Ina Lee about advertising in her publication.

106

107 Discussion ensued. Member Hugo offered that digital advertising is the way to make the most
108 impact, but expressed that remaining unexpended funds should be held in reserve for amenities
109 related to the Wilton Drive Lane Elimination Project. Consensus was reached on these two points.

110

111 Member Hugo will ask his digital media expert to present at the WDID at the January meeting, and
112 Chair Blevins will do the same.

113

114 ***Wayfinding***

115 Members Hugo and LoGrande gave a summary of the status of the Wayfinding Project sponsored
116 by the Economic Development Task Force.

117

118 ***Update on Lane Elimination Project***

119 Responding to Member Hugo's request last month for a timeline for the Wilton Drive Lane
120 Elimination Project. Pamela reported that according to FDOT, the construction contract is
121 expected in the 4th quarter of calendar year 2017, with the contractor to mobilize by Summer
122 2018. A public meeting is expected in January 2017.

123

124 ***Bonding***

125 Responding to Chair Blevins previous request, Pamela reported that Ms. Delegal and Bob Mays will
126 offer a quick presentation on bonding at the January 11 meeting.



127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151

Drive Cleanup

Member LoGrande reminded the group that a regular trash pickup service would be a sound investment for the Drive. Another attempt to reach out to Emerald Irish will be made.

NEW BUSINESS.

Election of Chair & Vice Chair for 2017

Discussion ensued. Member Hugo offered that the current leadership was Member Phelps nominated Doug Blevins as Chair and Daniel Keester as Vice Chair. No second was needed.

Motion

Offered by Member Hugo, seconded by Member Phelps.
Motion to confirm the nomination of Doug Blevins as the 2017 WDID Chair and Daniel Keester as the WDID Vice-Chair.

ADJOURNMENT

The meeting adjourned at 7:42 p.m.
The next meeting of the WDID will be January 11, 2017.

Doug Blevins, Chair

Date

SMALL PROJECT AGREEMENT

(Trash and Debris Removal)

THIS AGREEMENT is made and entered into this ____ day of January, 2017 (the “Effective Date”), by and between:

WILTON DRIVE IMPROVEMENT DISTRICT, a dependent special district of the City of Wilton Manors, Florida, with offices at 2020 Wilton Drive Wilton Manors, Florida 33305 (the “District”),

and

ANNETTE COUNIHAN, an individual, doing business as Emerald Irish Cleaning, having as her principal business address 512 S.W. 3rd Avenue, Fort Lauderdale, Florida 33315 (the “Contractor”).

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. DUTIES.

A. The Contractor shall be responsible for the removal of trash and debris from the public areas, including sidewalks, swales and rights of way adjacent to Wilton Drive from _____ to _____. The District Manager and the Contractor shall confer and agree upon the areas along both sides of Wilton Drive from which trash and debris shall be removed. The Contractor shall perform these services on Tuesday and Thursday of each week.

B. The Contractor shall report to the District Manager or his/her designee.

C. The Contractor shall furnish all tools, equipment, materials, supplies and labor as necessary to perform the services in a substantial and workmanlike manner.

SECTION 2. COMPENSATION. The District agrees to compensate the Contractor in the amount of **ONE HUNDRED AND 00/100 (\$100.00) DOLLARS** per week for trash and debris removal as set forth in Section 1 (“Contract Amount”). Payment will be made monthly upon completion of the work. Invoices shall be generated from the Contractor and delivered to the District so that payments can be made in accordance with this payment schedule. Payments will be made within ____ (__) days of receipt by the District of an Invoice acceptable to the District.

SECTION 3. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District’s employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the

Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein.

SECTION 4. TERM AND TIME OF PERFORMANCE. This Agreement shall commence upon execution by both parties, and shall be effective for terms of one year ending on September 30 of each year (the first such term ending on September 30, 2017) unless otherwise cancelled.

SECTION 5. INDEMNIFICATION.

A. Contractor shall indemnify, defend, and save harmless the District, its officials, agents, servants, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of error, omission or negligent act of Contractor, its agents, servants, or employees in the performance of services under this Agreement.

B. Contractor shall indemnify, defend, and save harmless District, its agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the Contractor, its agents, servants or employees arising from this contract or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Agreement shall in no event be less than \$1 million per occurrence or no more than the limits of insurance required of the Contractor by the Agreement, whichever is greater. It is the District's and Contractor's full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statute.

C. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 9 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

D. The obligation of the Contractor to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Contractor.

E. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.

SECTION 6. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

SECTION 8. CANCELLATION. Either party shall have the right to cancel this Agreement upon _____ () days written notice.

SECTION 9. INSURANCE.

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

(i) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Contractor shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(ii) Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage; and
5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

B. Prior to any work being performed pursuant to this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the Wilton Manors Improvement District (defined to mean the District, its officers, agents,

employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of the Contractor.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension there under is in effect. The District and Contractor shall not continue with the Services required by this Agreement unless all required insurance remains in full force and effect.

D. Insurance companies selected by Contractor must be acceptable to the District. 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 canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the District by certified mail, return receipt requested.

E. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

F. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

G. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

SECTION 11. NOTICES. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent to the address(es) below via Certified U.S. Mail, Return Receipt Requested or by a nationally recognized overnight courier service:

DISTRICT: **Wilton Drive Improvement District**
2020 Wilton Drive
Wilton Manors, Florida 33305
Attention: _____

With copy to: **District Counsel**
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attention: Susan F. Delegal, Esq.

CONTRACTOR: **Annette Counihan**

SECTION 12. PUBLIC RECORDS.

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**CITY CLERK
CITY OF WILTON MANORS
2020 WILTON DRIVE
WILTON MANORS, FLORIDA 33305
TELEPHONE: 954-390-_____
EMAIL: PLANDI@WILTONMANORS.COM**

SECTION 13. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 14. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 16. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

SECTION 17. VENUE. In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Broward County, Florida

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

ATTEST:

**WILTON DRIVE IMPROVEMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice-Chair

_____ day of January, 2017

WITNESSES:

[PRINT NAME OF WITNESS]

[PRINT NAME OF WITNESS]

CONTRACTOR:

**ANNETTE COUNIHAN, an individual
doing business as Emerald Irish Cleaning**

____ day of January, 2017

DRAFT