

**CITY OF DANIA BEACH
CITY COMMISSION MEETING
APRIL 28, 2020 at 7:00 PM
*VIRTUAL MEETING AND PUBLIC COMMENTS PROCEDURE***

The City of Dania Beach City Commission will be conducting a “Virtual” City Commission meeting utilizing communications media technology (“CMT”), in accordance with Governor Ron DeSantis’ Executive Order No. 20-69, dated March 20, 2020, related to conducting local government public meetings while under the public health emergency related to the spread of Novel Coronavirus Disease 2019 (COVID-19). City Hall building is closed to the public.

Please visit www.daniabeachfl.gov/virtualmeetings for detailed instructions on how to attend and participate in virtual City Commission meetings. Public access to this virtual meeting can be accomplished as follows:

- Watch Meeting on the City’s YouTube Channel at www.daniabeachfl.gov/2654/Watch-DaniaTV
- Watch Meeting on Comcast Cable Channel 78
- Join the Meeting virtually or by telephone using RingCentral Meetings

Any member of the public wishing to comment publicly on any matter including on specific agenda items can do so by one of the following options:

Before 2:00 p.m. on the day of a meeting, comments can be submitted into the record by using the following link:

<https://daniabeach.seamlessdocs.com/f/PublicSpeakingFormCityCommission> *(all public comments submitted will be provided to the City Commission prior to the meeting and will be attached to the minutes of this meeting and become part of the official record)*

Participating in a public meeting using the video conference platform:

- Virtual attendance: download and install RingCentral Meetings and join using the webinar ID; to be recognized during public comment, click “Raise my hand” in the software
- Telephone attendee: dial webinar phone number and enter webinar ID; to be recognized during public comment, dial *9 to raise your hand

For more information about this City Commission meeting or submitting a public comment at the meeting, please contact:

Thomas Schneider, City Clerk
City of Dania Beach
100 W Dania Beach Boulevard
Dania Beach, FL 33004
954-924-6800 | tschneider@daniabeachfl.gov

NOTICE: This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Office of the City Clerk, 954-924-6800 ext. 3624, no later than two days prior to such proceeding. Anyone wishing to appeal any decision made by the Dania Beach City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, 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 to be based. Agenda items may be viewed online at www.daniabeachfl.gov.

**Instructions for Participating and Viewing
City of Dania Beach City Commission Virtual Meeting
April 28, 2020 at 7:00 PM**

Through the City's Website:

Please click the link below:

www.daniabeachfl.gov/2654/Watch-DaniaTV

Through Comcast Channel 78:

If you are a Comcast/Xfinity customer, please go to Channel 78 to view the meeting.

Before 2:00 p.m. on the day of the meeting, submit Public Comments by clicking this link:

<https://daniabeach.seamlessdocs.com/f/PublicSpeakingFormCityCommission> *(all public comments submitted will be provided to the City Commission prior to the meeting and will be attached to the minutes of this meeting and become part of the official record)*

Options for Viewing and Participating in the Meeting Using RingCentral Meetings software

Visit <https://www.ringcentral.com/apps/rc-meetings> to download and install the software on your device

Use this meeting link to join as an attendee:

<https://webinar.ringcentral.com/j/1499577717>

Using your telephone – for higher quality, dial a number based on your current US location:

South	1(346)9804201
Northeast	1(646)3573664
Northwest	1(650)2424929
West	1(213)2505700
Central	1(312)2630281

Enter the webinar ID: 149 957 7717

To raise hand and be acknowledged to speak:

1. Users who call in can dial *9 to raise their hand
2. If using the meeting software, to raise hand click or tap "Participants", then choose the option to raise hand.
3. Once you have been selected to speak, you may be prompted to unmute your device or this will be done for you.

**AGENDA
DANIA BEACH CITY COMMISSION
VIRTUAL REGULAR MEETING
TUESDAY, APRIL 28, 2020 - 7:00 PM**

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

LOBBYIST REGISTRATION IS REQUIRED. PRIOR TO ENGAGING IN ANY LOBBYING ACTIVITIES, WHETHER OR NOT COMPENSATION IS PAID OR RECEIVED IN CONNECTION WITH THOSE ACTIVITIES, EACH LOBBYIST SHALL FILE WITH THE CITY CLERK AN ANNUAL REGISTRATION STATEMENT AND PAY AN ANNUAL TWO HUNDRED FIFTY DOLLARS (\$250.00) REGISTRATION FEE FOR EACH PRINCIPAL OR EMPLOYER. REGISTRATION FORMS ARE AVAILABLE ON THE CITY WEBSITE: WWW.DANIABEACHFL.GOV. (ORDINANCE #2012-019; AMENDED BY ORDINANCE #2019-019)

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

1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

MOTION TO ADOPT RESOLUTION ADOPTING PUBLIC MEETING PROCEDURES UTILIZING COMMUNICATIONS MEDIA TECHNOLOGY DURING DECLARED PUBLIC HEALTH EMERGENCY

1. RESOLUTION NO. 2020-031

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO THE GOVERNOR'S EXECUTIVE ORDER 20-69, AND FLORIDA STATUTES SECTION 120.45(5)(b)(2), ADOPTING A PROCESS AND RULES FOR THE USE OF COMMUNICATIONS MEDIA TECHNOLOGY FOR PUBLIC MEETINGS DURING THE DECLARED PUBLIC HEALTH EMERGENCY (COVID-19); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

1. Update on COVID-19 issues by Aurelio Fernandez, CEO of Memorial Healthcare Systems - Requested by Mayor Lewellen
2. Dania Pointe update by Kim Butler, Director of Marketing, Dania Pointe (to be deferred)
3. Presentation on cities in Broward and Dade Counties and their successes and failures with General Obligation Bond issuances - Assistant City Manager Sosa-Cruz (to be deferred)

4. Presentation on the reporting and tracking via an app of everything from a pot hole to a light out - Assistant City Manager Sosa-Cruz (to be deferred)

4. PROCLAMATIONS

5. CITIZEN COMMENTS

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

6. PUBLIC SAFETY REPORTS

7. CONSENT AGENDA

1. Minutes:

Approve Minutes of March 10, 2020 City Commission Meeting

2. Travel Requests: None
3. Motion to approve an extra bulk waste collection service in May 2020 due to COVID-19 (Coronavirus) impact *(Public Services)*
4. RESOLUTION NO. 2020-029

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING A CITY CEREMONIAL ITEMS POLICY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Continued from March 10, 2020) (Commissioner James)*

5. RESOLUTION NO. 2020-032

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING A DECORUM POLICY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Vice-Mayor Odman)*

6. RESOLUTION NO. 2020-033

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING EXECUTION BY THE PROPER CITY OFFICIALS OF THE 2020 AMENDMENT TO AN INTERLOCAL AGREEMENT EXISTING BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY OF DANIA BEACH,

FLORIDA; PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE (3) CENT LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

7. RESOLUTION NO. 2020-034

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE EXECUTION BY THE PROPER CITY OFFICIALS OF THE 2020 AMENDMENT TO AN INTERLOCAL AGREEMENT EXISTING BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIVE (5) CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

8. RESOLUTION NO. 2020-035

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO OBTAIN SUPPLEMENTAL PLAN REVIEW, INSPECTION AND ADMINISTRATIVE SERVICES FROM C.A.P. GOVERNMENT, INC. AUTHORIZING SUCH PURCHASE TO BE MADE FROM THE BUILDING FUND'S APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

9. RESOLUTION NO. 2020-036

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT AN ALTERNATE PROJECT FOR THE 45TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY TWO THOUSAND FIVE HUNDRED FORTY NINE DOLLARS (\$172,549.00) TO PROVIDE FUNDING FOR THE OASIS XIV PROJECT PROVIDING STREET IMPROVEMENTS ON SOUTHEAST 13th STREET AND SOUTHEAST 13th TERRACE BETWEEN FEDERAL HIGHWAY AND SOUTHEAST 2ND AVENUE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

10. RESOLUTION NO. 2020-037

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, TO PROVIDE COST SHARE

SUPPORT OF A COUNTY-WIDE WATER CONSERVATION INITIATIVE CALLED THE NATURESCAPE IRRIGATION EVALUATION PROGRAM TO BE IMPLEMENTED WITHIN A DESIGNATED WATER UTILITY SERVICE AREA AND AUTHORIZING BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED AS PART OF LANDSCAPE AND IRRIGATION SYSTEM EVALUATIONS, IN AN AMOUNT NOT TO EXCEED FIFTY-SEVEN THOUSAND, EIGHT HUNDRED DOLLARS AND THIRTY-EIGHT CENTS (\$57,800.38) OVER THE NEXT FIVE (5) YEARS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

11. RESOLUTION NO. 2020-038

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING APPROVAL TO DECLARE SURPLUS CERTAIN VEHICLES AND EQUIPMENT THAT ARE NO LONGER USEFUL TO THE CITY; DECLARING THE INTENT OF THE CITY TO DISPOSE OF THE VEHICLES AND EQUIPMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

8. BIDS AND REQUESTS FOR PROPOSALS

9. PUBLIC HEARINGS

1. RESOLUTION NO. 2020-039

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR THE 46TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN THE AMOUNT OF ONE HUNDRED SEVENTY NINE THOUSAND THREE HUNDRED NINETEEN DOLLARS (\$179,319.00), TO PROVIDE FUNDING FOR DRAINAGE IMPROVEMENTS IN THE NORTHWEST NEIGHBORHOOD DRAINAGE BASINS PROJECT LOCATED IN CENSUS TRACT 805- BLOCK GROUP 1 AND CENSUS TRACT 805- BLOCK GROUP 2; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

2. ORDINANCE NO. 2020-006

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 4 “ALCOHOLIC BEVERAGES,” OF THE CITY’S CODE OF ORDINANCES BY AMENDING ARTICLE II “OPERATION REGULATIONS,” SECTION 4-18 “HOURS OF SALE” MODIFYING THE HOURS OF PACKAGE SALES FOR ALCOHOLIC BEVERAGES FOR OFF-SITE CONSUMPTION WHICH SALES ARE CONDUCTED AT A RETAIL GROCERY STORE USE WITH A MINIMUM 27,500 SQUARE FEET; PROVIDING

FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Community Development)*

3. ORDINANCE NO. 2020-007

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY ROD A. FEINER, ESQ., ON BEHALF OF 2750 GRIFFIN HOLDINGS, LLC, TO AMEND CHAPTER 28, "LAND DEVELOPMENT CODE," OF THE CITY CODE OF ORDINANCES BY AMENDING PART 1 "USE REGULATIONS," ARTICLE 105, "USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS," SECTION 105-20 "LIST OF RESIDENTIAL AND OPEN SPACE DISTRICTS PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES" AND SECTION 105-220, "PRD-1 DISTRICT SUPPLEMENTAL REGULATIONS;" AMENDING PART 2, "SITE DEVELOPMENT REGULATIONS," ARTICLE 205, "TABULAR SUMMARY OF SITE DEVELOPMENT STANDARDS FOR ALL ZONING DISTRICTS;" SECTION 205-10(B) "PRD-1 AND MULTIPLE-FAMILY DISTRICTS;" PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Community Development)*

4. RESOLUTION NO. 2020-019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE "GRIFFIN LIVING PLAT" (PL-99-19) SUBMITTED BY THE PROPERTY OWNER 2750 GRIFFIN HOLDINGS, LLLP FOR PROPERTY LOCATED AT 2750 GRIFFIN ROAD, 2730 GRIFFIN ROAD AND 4850 SW 28TH AVENUE, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. ***(Continued from February 11, 2020)*** *(Community Development)*

5. ORDINANCE NO. 2020-008

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY 2900 SW 45TH DANIA BEACH, LLC, FOR A REZONING (RZ-103-19) AND FLEXIBILITY UNITS ALLOCATION (OT-164-19) FOR PROPERTIES GENERALLY LOCATED AT 2900 SW 45TH STREET IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTIES FROM SINGLE-FAMILY 6000 RESIDENTIAL DISTRICT (RS-6000) TO PLANNED RESIDENTIAL DEVELOPMENT DISTRICT (PRD-1), SUBJECT TO CERTAIN RESTRICTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE

DATE. **(FIRST READING)** *(Community Development)*

6. RESOLUTION NO. 2020-040

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN MODIFICATION (SP-003-15-MOD2) AND DESIGN VARIATION (OT-016-20) , SUBMITTED BY 4 N. FEDERAL DANIA, LLC, FOR PROPERTY LOCATED ON THE NORTHEAST CORNER OF FEDERAL HIGHWAY AND DANIA BEACH BOULEVARD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A,” A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

10. DISCUSSION AND POSSIBLE ACTION

1. City Manager one year anniversary - Mayor Lewellen
2. Budgeting concerns - Mayor Lewellen
3. Update on reopening Dania Beach - Mayor Lewellen

11. COMMISSION COMMENTS

1. Commissioner Brandimarte
2. Commissioner Harris
3. Commissioner James
4. Vice-Mayor Odman
5. Mayor Lewellen

12. APPOINTMENTS

1. Broward League of Cities 2020-2021 Director Appointments
 - 1 Director
 - 1 Alternate
 - 1 Second Alternate

2. Complete Count Advisory Committee
 - Vice-Mayor Odman - 1 appointment
 - Commissioner Brandimarte - 2 appointments
 - Commissioner Harris - 2 appointments
 - Commissioner James - 1 appointment
3. Creative Arts Council Advisory Board
 - Commissioner Harris - 1 appointment
4. General Employees Pension Board
 - 1 Commission Appointment to fill Scott Clark's unexpired term ending June 22, 2020
5. Green Advisory Board
 - Vice-Mayor Odman - 1 appointment
6. Police and Fire Pension Board
 - 1 Commission Appointment to fill Scott Clark's unexpired term ending March 2023

13. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
3. City Clerk - Reminders

Tuesday, May 12, 2020 - 5:30 p.m.
Tuesday, May 12, 2020 - 7:00 p.m.
Tuesday, May 26, 2020 - 7:00 p.m.

CRA Board Meeting
City Commission Meeting
City Commission Meeting

14. ADJOURNMENT

RESOLUTION NO. 2020-031

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO THE GOVERNOR'S EXECUTIVE ORDER 20-69, AND FLORIDA STATUTES SECTION 120.45(5)(b)(2), ADOPTING A PROCESS AND RULES FOR THE USE OF COMMUNICATIONS MEDIA TECHNOLOGY FOR PUBLIC MEETINGS DURING THE DECLARED PUBLIC HEALTH EMERGENCY (COVID-19); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 20, 2020, Governor Ron DeSantis issued Executive Order 20-60, "Emergency Management – COVID-19 Local Government Public Meetings"; and

WHEREAS, pursuant to Executive Order 20-69, the quorum requirements for public meetings are suspended, and the City is authorized to hold public meetings through the use of communications media technology, subject to the adoption of rules pursuant to Section 120.45(5)(b)(2), Florida Statutes;

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

Section 1. The following procedures and rules are applicable to virtual workshop, regular and special City Commission meetings:

- a. Prior to the commencement of any virtual City public meeting, the City shall post notice of the meeting in a manner consistent with Section 286.011, Florida Statutes. The notice shall also include instructions on how to access the public meeting either via telephone, video conference, or other communications media technology utilized by the City, and will include instructions regarding how members of the public may submit comments or questions to be addressed at the public meeting. The virtual meeting telephone number will be included on the City Commission agenda and will be included everywhere the meeting is noticed.
- b. As used in this Resolution, the terminology, "communications media technology" means the electronic transmission of printed matter, audio, full-motion video, freeze-frame video, compressed video, and digital video by any method available. The City may also use the term "virtual meeting" when referring to meetings held using communications media technology.
- c. The Mayor will administer the virtual City Commission meeting or workshop as the Chair of the City Commission, with technical assistance from the Information Technology Department. Notice for the virtual meeting will be found at www.daniabeachfl.gov/virtualmeetings, and provide detailed instructions on how to attend and participate in virtual City Commission meetings. Public access to this

virtual meeting can be accomplished by watching the virtual meeting on the City's YouTube Channel at www.daniabeachfl.gov/2654/Watch-DaniaTV; watching the virtual meeting on Comcast Cable Channel 78, or by joining the virtual meeting by telephone using RingCentral Meetings.

- d. The City Clerk shall include the following message in the notice:

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

- e. The public may comment on any matter or item on a regular or special virtual meeting agenda using the dedicated telephone number. Any member of the public wishing to make verbal or written comment during a virtual meeting must pre-register to do so with the City Clerk's office using the form found on the City's website. Once the registration has been processed, the registrant will receive instructions for dialing into the virtual meeting. Members of the public who attend the virtual meeting by telephone will have their line muted at all times, except when acknowledged by the Mayor to speak on a particular agenda item, and only one individual will be permitted to speak at a time. Workshop meetings do not provide for public participation but they can be viewed.
- f. In addition, the public may comment on a virtual regular or special meeting item, on the agenda, prior to the beginning of the virtual meeting, using the form found on the City's website. The forms will be emailed to the City Commission prior to the virtual meeting and will be attached to the minutes of the meeting as part of the official record.

Section 2. That the foregoing "Whereas" clauses are ratified and confirmed as being true and correct and they are made a specific part of and incorporated into this Resolution by this reference.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

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

PASSED AND ADOPTED on April 28, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, MARCH 10, 2020 – 7:00 P.M.

1. Call to Order/Roll Call

Mayor Lewellen called the meeting to order at 7:01 p.m.

Present:

Mayor:	Lori Lewellen
Vice-Mayor:	Lauren Odman
Commissioners:	Chickie Brandimarte
	Bill Harris
	Tamara James
City Manager:	Ana M. Garcia, ICMA-CM
City Attorney:	Thomas Ansbro
City Clerk:	Thomas Schneider

2. Moment of Silence and Pledge of Allegiance

Mayor Lewellen called for a moment of silence after the Pledge of Allegiance to the United States Flag.

3. Presentations and Special Event Approvals

- 3.1 U.S. Census presentation by Ana Maria Diaz, Partnership Specialist, U.S. Census Bureau, Atlanta Regional Census Center

Ms. Diaz spoke about the importance of the census in the allocation of federal funding to communities and in the redistricting of congressional districts. A mail-out will begin on Thursday that includes instructions for online and telephone participation in the census. She also spoke about a mobile assistance program.

City Manager Garcia noted Planning & Zoning Manager Lajoie and Public Information Officer Bordy are leading the effort, and there is promotion by the elected officials.

- 3.2 Presentation by County Commissioner Tim Ryan on a proposed County roadway project to improve the intersection of SW 40th Avenue and Griffin Road

County Commissioner Ryan and Richard Tornese, Broward County Traffic Engineering, gave a PowerPoint presentation which is attached to and incorporated into these minutes. Commissioner Ryan noted he has been working with the County Penny Sales Tax Office to

propose this County roadway project that will improve the intersection of SW 40th Avenue/Griffin Road and alleviate congestion and improve traffic safety.

3.3 Presentation of the Final Report regarding the Place at Dania Beach - Eddie Rojas, Building Official

Carlos Penin, C.A.P. Government, introduced Ricardo Fernandez, Project Architect, who gave a presentation. He noted there is no structural, mechanical or electrical damage to the building and that the pool was permitted by the State after permitting by the City. He added the City and the State did not commit any omissions; both followed the appropriate rules.

Discussion ensued regarding the ultimate reason for the flooding. Mr. Penin noted the developer, management and maintenance should be questioned.

City Manager Garcia explained the hiring of the independent consultant to investigate whether the City had responsibility.

City Attorney Ansbro noted it is a matter between the tenants and management and/or developer. The findings resulted in all inspections being upheld; there was no neglect on the part of the City or State. He will try to reach out to the management's legal counsel and let them know they owe the tenants an explanation.

3.4 Dania Beach Chamber of Commerce update - Randie Shane

This item was not taken up at this meeting.

3.5 Presentation on cities in Broward and Dade Counties and their successes and failures with General Obligation Bond issuances - Assistant City Manager Sosa-Cruz

This item was not taken up at this meeting.

3.6 Presentation on the reporting and tracking via an app of everything from a pot hole to a light out - Assistant City Manager Sosa-Cruz

This item was not taken up at this meeting.

3.7 Special Event request from the Dania Beach Green Advisory Board for their Dania Beach Earth Day Clean-Up to be held at 300 North Beach Road on April 25, 2020 from 9:00 a.m. - 12:00 p.m. The applicant is requesting closure of the Pier to allow scuba divers accessibility to the reef surrounding the Pier. (*Parks & Recreation*)

Commissioner James motioned to approve the Special Event request for the Dania Beach Earth Day Clean-Up; seconded by Vice-Mayor Odman. The motion carried unanimously.

Corinne Lajoie, Planning & Zoning Manager, introduced several members of the Green Advisory Board.

- 3.8 Special Event request from Marine Industries Association of South Florida for their “24th Annual Plywood Regatta” to be held on April 4-5, 2020, at the north end of the Marina from 8:00 a.m. - 6:00 p.m. on Saturday and from 8:00 a.m. - 4:00 p.m. on Sunday. (*Parks & Recreation*)

Commissioner James motioned to approve the Special Event request for the 24th Annual Plywood Regatta; seconded by Commissioner Harris. The motion carried unanimously.

4. Proclamations

- 4.1 Women's History Month - Mayor Lewellen

Mayor Lewellen read the Women’s History Month Proclamation.

5. Citizen Comments

Doug Dyszer, 4516-18 SW 33rd Avenue, commented about dumpster taxes and a developer on 44th Street.

Christine Musial, 5414 SW 44 Terrace, thanked the first responders from the meeting on February 25th.

Linda Wilson, President of Friends of the Dania Beach Library, asked the Commission to review the charitable grants amount that was supposed to go to the Friends of the Library as the record was unclear.

The Commission confirmed that the Friends should get an additional \$2,500.00 donation on top of the \$2,500.00 already given by the City.

Brother Mac, Lighthouse Community Church, noted their student program is now known as Lighthouse for Students, and spoke about our children’s concern for what they can do for our community.

Laura Lombardo, 1401 NW 10th Street, Apt. South, secretary for the Creative Arts Council Advisory Board, spoke of lack of funding provided to the Board and in support of the CACAB to advise on the public art program.

Manny Synalovski, 1800 Eller Drive, apologized for missing the Commission meeting on February 25th and requested the Commission reconsider the denial of Ordinance #2020-005, on first reading, for Seven Oaks.

Commissioner Harris motioned to reconsider the Seven Oaks Rezoning (RZ-103-19) and Flexibility Units Allocation (OT-164-19) Ordinance; seconded by Commissioner James.

Commissioner James questioned what happened.

Mayor Lewellen noted staff was notified during the meeting.

Mr. Synalovski said he did not have the meeting in his calendar. That evening, he was at another meeting in Plantation, and thought he was supposed to be here on March 10th.

Vice-Mayor Odman recommended he apologize to the residents as they were inconvenienced.

Mayor Lewellen said he should reach out to the people who were here at the meeting on February 25th.

Mr. Synalovski responded he would reach out and meet with the residents.

The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Odman	Yes
Commissioner Harris	Yes	Mayor Lewellen	Yes
Commissioner James	Yes		

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, reported on recent criminal activity in the City, and resources available to the residents and business owners.

Captain Sergio Pellecer, BSO District Fire Chief, noted the Shred-a-thon is April 25th and spoke of the Covid-19 working group that has been set up. He recommended going to the CDC website for information, and everyone should maintain good hygiene.

7. Consent Agenda

Items removed from Consent Agenda: #7.7

7.1 Minutes:
Approve Minutes of February 25, 2020 City Commission Meeting

7.2 Travel Requests: None

Resolutions

7.3 RESOLUTION #2020-025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO PURCHASE GASOLINE AND DIESEL FUEL FROM

PORT CONSOLIDATED, INC. UNDER SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OP GROUP BID NO. RFP E-13-17 VALID MARCH 15, 2020 THROUGH MARCH 14, 2022, IN AN AMOUNT THAT WILL EXCEED THE ANNUAL VENDOR THRESHOLD OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) EACH YEAR THE CONTRACT IS IN PLACE; AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.4 RESOLUTION #2020-026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENGAGE SERVICES FROM A.F.L.C. INC. IN THE AMOUNT OF TWENTY TWO THOUSAND NINE HUNDRED TWELVE DOLLARS (\$22,912.00) FOR THE DEMOLITION OF TWO BUILDINGS LOCATED AT THE BOISEY WAITERS PROPERTY LOCATED AT 1399 STIRLING ROAD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.5 RESOLUTION #2020-027

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT FOR SERVICES TO BE PURCHASED FROM CALVIN, GIORDANO & ASSOCIATES, INC., TO PROVIDE DESIGN, PERMITTING, AND CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES FOR THE DANIA COVE DRAINAGE IMPROVEMENT PROJECT IN THE AMOUNT OF THIRTY THREE THOUSAND TWO HUNDRED EIGHTY FIVE DOLLARS (\$33,285.00); AUTHORIZING SUCH PURCHASE TO BE MADE WITHIN THE PUBLIC SERVICES DEPARTMENT'S BUDGET; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.6 RESOLUTION #2020-028

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE APPROPRIATION AND USE OF LAW ENFORCEMENT TRUST FUNDS IN AN AMOUNT NOT TO EXCEED THIRTY SEVEN THOUSAND FOUR HUNDRED DOLLARS (\$37,400.00) FOR PUBLIC SAFETY EQUIPMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(BSO Captain Marks)*

Commissioner James motioned to adopt the Consent Agenda, with the exception of Item #7.7; seconded by Vice-Mayor Odman. The motion carried unanimously.

7.7 RESOLUTION #2020-029

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING A CITY CEREMONIAL ITEMS POLICY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Commissioner James)*

City Attorney Ansbro read the title of Resolution #2020-029.

Mayor Lewellen requested this item be continued to the next meeting because it will be a lengthy discussion.

Commissioner James said there was discussion and consensus at the last Commission meeting. No additional changes had been provided to the City Attorney as of March 6th. She suggested there be further discussion tonight and urged the Commission to send feedback to the City Attorney.

Mayor Lewellen stated due to public health concerns, she would rather continue the item. She will put any issues or changes she has in a proposal to the City Attorney.

Commissioner James noted her name and reputation were thrown out there and she wants to put something in place to protect all of the Commission. If there are any changes, Mayor Lewellen should provide them to the City Attorney and she will bring a policy back to vote on at the March 24th meeting.

Commissioner James motioned to continue Resolution #2020-029 to the March 24, 2020 City Commission at 7:00 p.m.; seconded by Commissioner Harris. The motion carried unanimously.

8. Bids and Requests for Proposals

There were no proposals on this agenda.

9. Public Hearings and Site Plans

9.1 ORDINANCE #2020-006

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 4 "ALCOHOLIC BEVERAGES," OF THE CITY'S CODE OF ORDINANCES BY AMENDING ARTICLE II "OPERATION REGULATIONS," SECTION 4-18 "HOURS OF SALE" MODIFYING THE HOURS OF PACKAGE SALES FOR ALCOHOLIC BEVERAGES FOR OFF-SITE CONSUMPTION WHICH SALES ARE CONDUCTED AT A RETAIL GROCERY STORE USE WITH A MINIMUM 27,500 SQUARE FEET; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Community Development)*

City Attorney Ansbro read the title of Ordinance #2020-006.

Corinne Lajoie, Planning & Zoning Manager, gave an overview of the code amendment requested by Publix.

Mayor Lewellen opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, she closed the Public Hearing.

Commissioner James motioned to adopt Ordinance #2020-006, on first reading; seconded by Commissioner Harris. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Odman	Yes
Commissioner Harris	Yes	Mayor Lewellen	Yes

Commissioner James **Yes**

9.2 ORDINANCE #2020-007

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY ROD A. FEINER, ESQ., ON BEHALF OF 2750 GRIFFIN HOLDINGS, LLC, TO AMEND CHAPTER 28, "LAND DEVELOPMENT CODE," OF THE CITY CODE OF ORDINANCES BY AMENDING PART 1 "USE REGULATIONS," ARTICLE 105, "USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS," SECTION 105-20 "LIST OF RESIDENTIAL AND OPEN SPACE DISTRICTS PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES" AND SECTION 105-220, "PRD-1 DISTRICT SUPPLEMENTAL REGULATIONS;" AMENDING PART 2, "SITE DEVELOPMENT REGULATIONS," ARTICLE 205, "TABULAR SUMMARY OF SITE DEVELOPMENT STANDARDS FOR ALL ZONING DISTRICTS," SECTION 205-10(B) "PRD-1 AND MULTIPLE-FAMILY DISTRICTS;" PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Community Development)*

City Attorney Ansbro read the title of Ordinance #2020-007.

Corinne Lajoie, Planning & Zoning Manager, gave a presentation on the text amendment.

Mayor Lewellen opened the Public Hearing.

Attorney Rod Feiner, representing the applicant, gave a brief presentation and noted they met with the Griffin Civic Association and will meet again, if necessary. He also noted residents want certain permitted uses prohibited, and the ordinance would be amended to exclude smoke shops, cannabidiol (CDB) sales, and discount retail.

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

Commissioner James motioned to adopt Ordinance #2020-007, on first reading, as amended; seconded by Commissioner Harris. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Odman	Yes
Commissioner Harris	Yes	Mayor Lewellen	Yes
Commissioner James	Yes		

10. Discussion and Possible Action

10.1 Decorum Policy – Vice-Mayor Odman

Vice-Mayor Odman noted the policy had been tweaked as a result of the discussion at the last meeting.

City Attorney Ansbro noted changes were made and he would like Commission approval before finalization. He added the policy will be visible on the screens during Commission meetings and placed on the header on the agenda.

Commissioner James wanted to change the language prohibiting a person speaking directly to the Mayor or individual Commissioners to include speaking directly to staff.

City Attorney Ansbro said he would add the phrase to include all staff. He explained the procedural steps to remove an individual from the Chamber.

Commissioner James questioned whether the Commission could request someone to leave.

City Attorney Ansbro noted he would edit the policy and bring it back for approval.

10.2 Art in Public Places Committee - Commissioner James

Commissioner James said her recommendation for the committee is three members from the Creative Arts Council Advisory Board, one City Manager appointment, one Community Development appointment, one Parks and Recreation appointment, and one CRA appointment.

City Attorney Ansbro noted the ordinance currently calls for five members, but it could be amended to seven members. He asked if the Commission wanted to develop an arts master plan and recommended getting a master plan consultant.

Vice-Mayor Odman asked Assistant City Manager Sosa-Cruz for clarification on other successful cities' experiences.

Assistant City Manager Sosa-Cruz explained we reached out to other cities; the key takeaway was to try to have the committee filled by professional artists. Pompano Beach and Delray Beach recommended professionals, that being the Broward County Cultural Division. The membership does not have to be residents or staff, but it would be professionals directed by the Broward County Cultural Division. The first step is to start the arts master plan, then the plan would be presented to the committee, and after input from the committee, the Commission would approve the plan.

Vice-Chair Odman said she likes this process because it is apolitical; this is the best approach.

Commissioner James commented she is okay with the plan; although she never received a recommendation from the Manager's office, she did receive information from the attorney's office.

City Attorney Ansbro recommended amending the ordinance to state the Commission will set by resolution the qualifications of the members.

City Manager Garcia felt we could do a hybrid. She explained, after discussions with Community Development Director LaFerrier and Commissioner James, she wants to take

politics out of this. We do have a professional in Broward County, and she likes the idea of having individuals from the CACAB in addition to the others who would be appointed. After Phillip Dunlap and his group looks over the plan, it would get approval from the Commission to be implemented by the City.

The Commission consensus was to go forward with the plan first and then make the changes to the ordinance.

City Attorney Ansbro noted the ordinance would be changed to set the members by resolution.

City Manager Garcia confirmed the Commission would be okay with Phillip Dunlap making a recommendation.

Commissioner Harris spoke about the time being right to move forward on this with community input, including the residents, Community Development, and the artists.

10.3 Schedule City Commission Summer Break

The Commission consensus was to cancel the first meeting in the months of July and August.

11. Commission Comments

11.1 Commissioner Brandimarte

Commissioner Brandimarte noted she has had phone calls about large RVs being parked near Publix.

11.2 Commissioner Harris

Commissioner Harris reiterated the art in public places discussion and his pursuit of engaging with Phil Dunlap.

11.3 Commissioner James

Commissioner James suggested maybe an initiative to get people to sign up for the census would be a raffle.

Commissioner James noted Hollywood just cancelled their St. Patrick's Day parade, and the CRA Board cancelled Dania After Dark and the Arts & Seafood Celebration prior to this meeting.

11.4 Vice-Mayor Odman

Vice-Mayor Odman had no comments.

11.5 Mayor Lewellen

Mayor Lewellen thanked everyone for their condolences on the passing of her mother.

12. Appointments

12.1 Complete Count Advisory Committee

12.2 Creative Arts Council Advisory Board

12.3 General Employees Pension Board

12.4 Green Advisory Board

12.5 Police and Fire Pension Board

There were no appointments at this meeting.

13. Administrative Reports

13.1 City Manager

City Manager Garcia spoke of the Coronavirus task force and noted we will cancel all major Parks & Recreation events. She noted the Commission completed the first step of the strategic master plan; the next step is the 8-hour session.

Discussion of three dates, March 21, 30 and 31 ensued. City Manager Garcia asked if a Sunday would be acceptable if she can get it. The Commission indicated this was acceptable.

City Manager Garcia reviewed the information included in the agenda packet. She noted we have applied for and received the APWA Landmark Award, and we have been proactive with getting information out on the Census. We have already ordered two speed trailers, and are moving forward with a landscaping master plan. She thanked the Commission for their support of the demolition of buildings on the Boisey Waiters property. She added a request to activate the west wing of City Hall for additional space would be brought to the next meeting.

13.2 City Attorney

City Attorney Ansbro spoke of the Governor's executive order declaring a statewide emergency relating to the Coronavirus. He referenced the draft resolution provided to the Commission and read the title.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO TAKE ANY APPROPRIATE AND NECESSARY ACTION TO PROTECT THE HEALTH AND SAFETY OF THE RESIDENTS OF AND VISITORS TO DANIA BEACH, IN

CONNECTION WITH COVID-19, INCLUDING EXERCISING ANY EMERGENCY POWERS PERMITTED UNDER THE CITY CHARTER, BROWARD COUNTY EMERGENCY DECLARATION, THE LOCAL OR STATE EMERGENCY MANAGEMENT PLAN, STATE OR FEDERAL LAW, OR ANY EMERGENCY DECLARATION OR EXECUTIVE ORDER OF APPLICABLE STATE OR FEDERAL AUTHORITIES, SUBJECT TO ADVANCE WRITTEN NOTICE TO THE CITY COMMISSION AND RATIFICATION BY THE CITY COMMISSION AT THE NEXT OFFICIAL PUBLIC MEETING OF THE CITY COMMISSION FOR ANY ACTION NOT OTHERWISE WITHIN THE CURRENT AUTHORITY OF THE CITY MANAGER; AUTHORIZING THE CITY MANAGER TO TAKE ANY APPROPRIATE AND NECESSARY ACTION TO MAINTAIN THE DAY-TO-DAY BUSINESS AND OPERATIONS OF DANIA BEACH IF ISOLATION OR CONTAINMENT MEASURES REGARDING COVID-19 PRECLUDE REGULAR MEETINGS OF THE CITY COMMISSION INCLUDING APPROVING AND EXECUTING AGREEMENTS, APPROVING SOLICITATIONS, RANKINGS, AND BID AWARDS, APPROVING PUBLIC HEARING NOTICES, AND TAKING ANY OTHER ACTION NECESSARY TO ACT IN THE BEST INTEREST OF DANIA BEACH, SUBJECT TO ADVANCE WRITTEN NOTICE TO THE CITY COMMISSION AND RATIFICATION BY THE CITY COMMISSION AT THE NEXT OFFICIAL PUBLIC MEETING OF THE CITY COMMISSION FOR ANY ACTION NOT OTHERWISE WITHIN THE CURRENT AUTHORITY OF THE CITY MANAGER; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

He explained the purpose of the resolution, which was modeled after what the Broward County Commission just issued that delegates emergency powers to their County Administrator. He requested the Commission approve it and noted it would only be used when the Commission could not meet.

Commissioner James commented she would be uncomfortable with development items in Section 3.

City Attorney Ansbro explained this would not include zoning items and listed those things the City Manager could do. He explained the City's efforts to protect public health only function for mandatory operations items, and the restrictions of the Sunshine Law.

City Manager Garcia noted this mirrors what Broward County did today.

Commissioner James motioned to adopt the Resolution (now numbered R-2020-030) authorizing emergency powers for the City Manager in connection with COVID-19; seconded by Commissioner Harris. The motion carried unanimously.

13.3 City Clerk - Reminders

Thursday, March 12, 2020 - 5:30 p.m.

CRA Board Workshop – Tax
Increment Financing

Tuesday, March 24, 2020 - 7:00 p.m.

City Commission Meeting

Tuesday, April 28, 2020 - 5:30 p.m.

CRA Board Meeting

Tuesday, April 28, 2020 - 7:00 p.m.

City Commission Meeting

14. Adjournment

Mayor Lewellen adjourned the meeting at 9:31 p.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
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Motion to approve an extra bulk waste collection service in May 2020 due to COVID-19 (Coronavirus) impact

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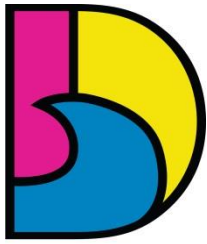
Dept:	Acct #:	Amt:
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Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

COMM-MEMO-EXTRABULKWASTESVC-042820 Frank edits
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DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: April 28, 2020

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, ICMA- CM, City Manager

VIA: Candido Sosa-Cruz, Assistant City Manager

FROM: Fernando J. Rodriguez, Public Services Director

RE: APPROVAL OF PROPOSED EXTRA BULK WASTE COLLECTION SERVICE IN MAY 2020 DUE TO COVID-19 (CORONAVIRUS) IMPACT

Candido Sosa-
Cruz

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania Beach, ou,
email=c.sosacruz@daniabeachfl.gov, c=US
Date: 2020.04.23 09:34:34 -0400

Fernando
Rodriguez

Digitally signed by Fernando Rodriguez
DN: cn=Fernando Rodriguez, o=City of Dania Beach, ou,
email=frodriguez@daniabeachfl.gov, c=US
Date: 2020.04.23 09:22:34 -0400

Request

The Public Services Department (PSD) requests authorization to provide an extra citywide bulk waste collection service in May to address the substantial increase in bulk material volumes in recent weeks.

Background

The far ranging and impactful effects of the Coronavirus (COVID-19) pandemic has not spared some critical areas of Public Services operations. Our bulk waste service has been impacted for much of the month of April, with almost unprecedented volumes being set out for collection. Many of the city's residents, who were following the City, State and County stay-at-home/stay safe orders appear to be engaged in home projects, cleaning out storage space, trimming vegetation, and other activities which generate bulk waste. City blocks that typically represent six or eight bulk waste piles placed along property frontages have recently been generating twice as many piles. Consequently, collection trucks are filled to capacity much faster during the route, necessitating more frequent returns to the disposal site. This added travel time is a huge detriment to the operation, and make the full completion of routes extremely challenging. As a result, routes were not fully completed on a couple of occasions during the middle of April, but remaining piles were quickly removed and disposed of the next morning.

Bulk waste piles that remain in place for prolonged periods pose a public health risk, as they attract rodents and insects. Additionally, these piles can pose pedestrian and driver safety risks depending on placement locations. To minimize these instances, Public Services has worked closely with the city's waste collection contractor, Waste Management to address the increased bulk waste volumes. Additional trucks have been assigned to routes, and city crews have even assisted on some days to augment the operation's capacity. A very important additional step to ensure that bulk collection routes do not "fall behind" again in May is to provide one extra collection day in the month. In addition to keeping up with all routes during the month, it will also provide residents with an opportunity to better prepare for the coming hurricane season by trimming trees and palms on their property.

\continued...



MEMORANDUM

Page 2 of 2

APPROVAL OF PROPOSED EXTRA BULK WASTE COLLECTION SERVICE IN MAY 2020 DUE TO COVID-19 (CORONAVIRUS) IMPACT

Budgetary Impact

Based on the \$170 per ton disposal fee and projected collection volume for the extra service, the cost of this measure is expected to fall in the \$25,000 to \$35,000 range. The cost will be funded from Solid Waste Division Contractual Services, account 001-34-01-534-34-10

Recommendation

PSD recommends approval of the proposed extra bulk waste collection service in May 2020.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Discussion

Continued from: March 10, 2020

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION CREATING A CITY CEREMONIAL ITEMS POLICY

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

R-2020-029 City Ceremonial Items Policy, R-2020-029 City Ceremonial Items Policy Exhibit A

RESOLUTION NO. 2020-029

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING A CITY CEREMONIAL ITEMS POLICY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to create and adopt a “Ceremonial Items Policy” (the “Policy”) to outline a process that will be followed when items such as “Proclamations” and a “Key to the City” are bestowed upon individuals or organizations; and

WHEREAS, such Policy will define a standard procedure that will be consistent when such ceremonial items are requested to be issued by elected officials;

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

Section 1. That the above “WHEREAS” clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission creates and adopts a “Ceremonial Items Policy” which will be applicable to City elected officials and determine a standardized process that will provide for consistency. A copy of the Policy is attached as Exhibit “A”, which is made a part of and is incorporated into this Resolution by this reference.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on April 28, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



March 3, 2020

Ceremonial Items Policy

The governing body hereby establishes a procedure to be adhered to by the governing body, the city manager and organizations relative, but not limited to, the issuance and distribution of proclamations, keys to the city, awards, certificates and other ceremonial items or documents, effective March 3rd, 2020. All ceremonial items with the exception of letters of honor shall require city commission approval.

The mayor, commissioners, city manager and organizations may request ceremonial items from the city commission by submitting a written request to the city clerk using the request form before the publishing of the next city commission meeting. Upon receipt, the city clerk will place it on the next agenda for discussion and motion to approve the request to be placed at a future meeting. The individual or organization making the request will have the opportunity to explain the reason for the request for the city commission's consideration and discussion. Upon city commission approval, the city clerk will prepare the item and, if applicable, will invite the party to be recognized to the next appropriate city commission meeting or the event of the organization requesting the item.

Ceremonial item requests requirements. The criteria and types of ceremonial items available for presentation shall serve as a reference for the city commission.

The following types of ceremonial items are available for presentation.:

(1) Keys to the city. A key to the city is the most prestigious award presented by the city commission and shall be generally limited to the following criteria:

- a. To citizens of the city who brought, regional, national or international acclaim to the city;
- b. To citizens who have provided long and dedicated significant service to the city;
- c. To individuals for meritorious acts within the city.
- d. To dignitaries of unique and recognizable, county, state, national and international stature;

(2) *Proclamations*: A proclamation is a formal public statement presented at a commission meeting by the city commission to recognize certain causes and events to include but not limited to the following:

- a. For organizations with widespread community interest.

b. For national cause such as American Cancer Society, Breast Cancer Awareness, Black History Month, Women's History Month, National Library Week;

c. For organizations to commemorate a special event/activity having a positive impact on the city such as Code Enforcement Week, Parks & Recreation Month, City Clerk Week, Public Service Recognition Week;

d. For historic milestones such as Centenarian (100th) Birthdays;

e. For events supported by *Proclamations* by the President of the United States, U.S. Congress, Governor of the State of Florida or the Florida State Legislature.

(3) *Proclamations* will not be issued for the following:

a. Commercial purposes such as opening of a new business, a new service, a new product or a new professional service;

b. Deceased persons;

c. Birthdays less than 100 years;

d. Family reunions, class reunions, or wedding anniversaries;

e. National campaigns or groups unrelated to the city;

f. Personal political or business endorsement of individuals or for-profit businesses.

(4) The request form for ceremonial items such as keys, *proclamations* and certificates must include the following:

a. Specific title of what will be honored with a ceremonial item;

b. Requested date of ceremonial items and date to be presented or picked up;

c. Facts about the subject matter, cause or event;

d. Contact information of the person or official making the request including: name, mailing address, phone number, cell and email if applicable;

e. Indicate whether the organization is a nationally recognized non-profit organization;

f. Specify whether the ceremonial item will be issued at a commission meeting or an event.

Proclamations and other ceremonial items or documents approved by the city commission shall be read by the mayor, vice mayor or commissioner who requested the item. *Proclamations* can only be signed by the Mayor.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION CREATING A DECORUM POLICY
--

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
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Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Decorum Policy, R-2020- Decorum Policy



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: March 17, 2020
TO: Honorable Mayor and Commissioners
FROM: Thomas J. Ansbro, City Attorney
SUBJECT: Decorum Policy

The Request

To develop and adopt a Commission Policy that will apply to all citizens and speakers who wish to address the City Commission during Commission meetings.

Background

At the request of the Vice Mayor and City Manager, the Legal Department, with the assistance from the City Clerk's office, prepared a Decorum Policy.

Budgetary Impact

There is no budgetary impact to this item.

Recommendation

It is recommended that the City Commission adopt the Decorum Policy that will define a standard procedure to be adhered to by all persons who address the City Commission.

TJA/la

cc: Ana M. Garcia, ICMA-CM, City Manager
Thomas Schneider, City Clerk

RESOLUTION NO. 2020-032

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING A DECORUM POLICY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to create and adopt a “Decorum Policy” (the “Policy”) that will apply to all citizens and speakers who wish to address the City Commission during Commission meetings; and

WHEREAS, such Policy defines a standard procedure to be adhered to by all persons who address the City Commission; and

WHEREAS, the Policy will be published on the first page of all agendas and shown on the overhead video screens in the Commission Chambers at the start of each meeting;

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

Section 1. That the above “WHEREAS” clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission creates and adopts a “Decorum Policy” which will be applicable to all citizens and speakers that will define a standard procedure to be adhered to by all persons who address the City Commission. A copy of the Policy is attached as Exhibit “A”, which is made a part of and is incorporated into this Resolution by this reference.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on April 28, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

**DECORUM POLICY FOR MEETINGS OF THE CITY COMMISSION
OF THE CITY OF DANIA BEACH, FLORIDA:**

Individuals who wish to make any “Citizen’s Comments” under that portion of the City Commission agenda, or who otherwise want to address the City Commission, must first be registered with the City Clerk (forms are available outside of the City Commission chambers and must be given to the Clerk before the meeting). Others who want to address the Commission on any matters must first be recognized by the Mayor. All such persons must use the podium in the Commission Chamber. No more than one person at a time may address the Commission from the podium. Comments are only to be made to the City Commission and are not to be directed to the audience or City staff.

No individual shall make any slanderous or unduly repetitive remarks, or engage in any other form of behavior that disrupts or impedes the orderly conduct of the meeting, as determined by the Mayor. No individual may speak directly to or address the Mayor, City Commissioner or City staff: comments are to be only directed to the Commission as a whole. No clapping, applauding, heckling or verbal outbursts in support of or opposition to a speaker or his or her remarks shall be permitted. No signs or placards shall be permitted in the Commission Chamber.

If any person’s conduct as determined by the Mayor is found to be disruptive or interferes with the orderly conduct of the meeting, the person may be asked by the Mayor to leave the Commission Chambers; if the person does not leave and the conduct persists, the City Police Department will be requested to escort the individual from the City Commission chambers.

All cellular telephones are to be silenced during the meeting. All persons exiting the Commission chamber shall do so quietly.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING EXECUTION BY THE PROPER CITY OFFICIALS OF THE 2020 AMENDMENT TO AN INTERLOCAL AGREEMENT EXISTING BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE (3) CENT LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

DFA-20 Annual Gas Tax - Interlocal Agreement with Broward County, Reso 2020 - 3 Cents Gas Tax, GASTAX3_2020 Amendment ex 1 - ADA1



CITY OF DANIA BEACH FINANCE DEPARTMENT MEMORANDUM

TO: Honorable Mayor and Commissioners DFA-20

FROM: Ana M. Garcia, City Manager, ICMA-CM

BY: Adam Segal, Deputy Finance Director

VIA: Frank DiPaolo, Finance Director

DATE: April 9, 2020

SUBJECT: Annual County Interlocal Agreements for Gas Tax Allocations

The Request

Please have the Commission approve the new allocations of the various gas tax receipts, which are distributed to each municipality in the County.

Background

Annually, the County updates the allocation of gas tax receipt distributions between portions retained by Broward County and the portion shared with Municipalities. The allocation among Cities uses the most recent population figures from the University of Florida.

Based on these populations, the allocation of the three-gas tax revenue agreements with Broward County are shown as follows:

	County	Cities		Dania Beach		
				<u>Current</u>	<u>New</u>	<u>Change</u>
6-cent	62.50%	37.50%		0.632450%	0.625571%	-0.006879%
5-cent	74.00%	26.00%	½ cash	0.438499%	0.433729%	-0.00477%
			½ shuttle grants			
3-cent	48.73%	51.27%		0.864686%	0.855281%	-0.009405%

These have to be approved each year by the Commission

Budgetary Impact

The City could risk losing important revenue worth in excess of \$300,000 if not approved.

Recommendation

The Administration recommends Commission consideration and approval of the five (5) cent and the three (3) cent annual County Interlocal Agreements. The 6-cent agreement does not need a resolution because this was renewed last year for a period of ten (10) years for all of the cities.

RESOLUTION NO. 2020-033

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING EXECUTION BY THE PROPER CITY OFFICIALS OF THE 2020 AMENDMENT TO AN INTERLOCAL AGREEMENT EXISTING BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE (3) CENT LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, THAT:

Section 1. That certain 2020 Amendment to the Interlocal Agreement existing between Broward County, Florida and the City of Dania Beach, Florida, providing for Division and Distribution of the Proceeds from the Broward County Additional Three (3) Cent Local Option Gas Tax on Motor Fuel Ordinance, in substantial form as Exhibit "A", attached, is approved and the proper City officials are authorized to execute it.

Section 2. That the City Manager and City Attorney are authorized to make minor revisions to the 2020 Amendment as are deemed necessary and proper for the best interests of the City.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED and ADOPTED April 28, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

This 2020 Amendment to Interlocal Agreement (the "2020 Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida (the "County"), and the municipalities executing a signature page bearing the above legend, each of which is a municipal corporation existing under the laws of the State of Florida (collectively the "Municipalities") (the County and Municipalities are collectively referred to as the "Parties").

RECITALS

A. Section 336.025(1)(b), Florida Statutes, authorizes the County to extend the levy of the additional three-cent local option gas tax upon every gallon of motor fuel sold in Broward County for a period not to exceed thirty (30) years on a majority vote of the governing body of the County.

B. The Broward County Board of County Commissioners enacted Section 31½-38, Broward County Code of Ordinances, effective January 1, 1994, through December 31, 2024, pursuant to Section 336.025(1)(b), Florida Statutes, imposing the levy of the three-cent (\$.03) local option fuel tax for thirty (30) years and providing for a method of distribution of the proceeds of the tax.

C. The method for distribution of the proceeds is established by an Interlocal Agreement with Municipalities representing a majority of the population of the incorporated area within the County.

D. Paragraph 3 of the Interlocal Agreement requires annual adjustment of the division and distribution of the proceeds based upon the population of the individual Municipalities and unincorporated Broward County in accordance with the population figures set forth in the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida.

NOW, THEREFORE, for good and valuable consideration, and pursuant to the authorization of Section 336.025(1)(b)2., Florida Statutes, the County and Municipalities agree as follows:

1. Paragraph 2 of the Interlocal Agreement, as previously amended, is hereby amended to read:

2. Forty-eight and Seventy-three One-hundredths percent (48.73%) of the total proceeds from the additional three-cent local option fuel tax shall be divided and distributed to the County, and the remaining Fifty-one and Twenty-seven One-hundredths percent (51.27%) of the total proceeds from the additional three-cent local option fuel tax shall be divided among and distributed to the

Municipalities within the County as follows:

$$\frac{\text{Population of Individual Municipality}}{\text{Total Incorporated Area Population}} \times 51.27\% =$$

Recipient	FY21 Percent Share of Proceeds
Coconut Creek	1.581494%
Cooper City	0.915130%
Coral Springs	3.474834%
Dania Beach	0.855281%
Davie	2.806666%
Deerfield Beach	2.140275%
Fort Lauderdale	5.013548%
Hallandale Beach	1.072439%
Hillsboro Beach	0.052203%
Hollywood	4.062045%
Lauderdale-by-the-Sea	0.167890%
Lauderdale Lakes	0.988440%
Lauderhill	1.949474%
Lazy Lake	0.000699%
Lighthouse Point	0.285031%
Margate	1.591563%
Miramar	3.737869%
North Lauderdale	1.217095%
Oakland Park	1.227030%
Parkland	0.918307%
Pembroke Park	0.172521%
Pembroke Pines	4.523635%
Plantation	2.432575%
Pompano Beach	3.016905%
Sea Ranch Lakes	0.018523%
Southwest Ranches	0.207413%
Sunrise	2.513639%
Tamarac	1.760126%
Weston	1.812276%
West Park	0.409144%
Wilton Manors	0.345930%
Total Incorporated	51.270000%

2. Paragraph 3 of the Interlocal Agreement, as previously amended, is hereby

amended to read:

3. The population figures set out herein are based on the figures contained in the document referred to as the "Florida Estimates of Population," published on an annual basis by the Bureau of Economics and Business Research, Population Division, University of Florida. The population figures to be utilized in the formula described in Paragraph 2 of this Interlocal Agreement for the division and distribution of the proceeds from the additional three-cent local option fuel tax shall be adjusted annually based on the then-current "Florida Estimates of Population."

For the purpose of this Agreement, the population figures are as follows:

Recipient	BEBR Population 4/1/19
Coconut Creek	58,742
Cooper City	33,991
Coral Springs	129,067
Dania Beach	31,768
Davie	104,249
Deerfield Beach	79,497
Fort Lauderdale	186,220
Hallandale Beach	39,834
Hillsboro Beach	1,939
Hollywood	150,878
Lauderdale-by-the-Sea	6,236
Lauderdale Lakes	36,714
Lauderhill	72,410
Lazy Lake	26
Lighthouse Point	10,587
Margate	59,116
Miramar	138,837
North Lauderdale	45,207
Oakland Park	45,576
Parkland	34,109
Pembroke Park	6,408
Pembroke Pines	168,023
Plantation	90,354
Pompano Beach	112,058
Sea Ranch Lakes	688
Southwest Ranches	7,704
Sunrise	93,365

Recipient	BEBR Population 4/1/19
Tamarac	65,377
Weston	67,314
West Park	15,197
Wilton Manors	12,849
Total Incorporated	1,904,340
Unincorporated Area	15,304
Total County	1,919,644

3. This 2020 Amendment shall be effective as of the date it is executed by the County after having previously been executed by Municipalities cumulatively representing a majority of the incorporated area population of the County; the amended population figures and share of proceeds shall take effect as provided by applicable law.

4. In the event any provision within this 2020 Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or any executing Municipality necessary to maintain the cumulative majority referenced in the preceding paragraph elects to terminate the Interlocal Agreement. The election to terminate pursuant to this provision must be made within seven (7) days after such court ruling; provided, however, that if a timely notice appealing the court ruling is filed, the election shall be held in abeyance until the appeal is determined or dismissed.

5. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2020 Amendment and the Interlocal Agreement, as previously amended, the Parties acknowledge that this 2020 Amendment shall control.

6. This 2020 Amendment may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties have made and executed this 2020 Amendment to the Interlocal Agreement on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on April 7th, 2020, and each Municipality, signing by and through the official indicated on each signature page, duly authorized to execute same.

COUNTY

WITNESSES:

Broward County, by and through
its County Administrator

Print Name: _____

By _____
Bertha Henry
County Administrator

Print Name: _____

_____ day of _____, 20____

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

By _____
Scott Andron (Date)
Assistant County Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: COCONUT CREEK

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: COOPER CITY

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: CORAL SPRINGS

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: DANIA BEACH

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: DAVIE

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: DEERFIELD BEACH

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: FORT LAUDERDALE

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: HALLANDALE BEACH

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: HILLSBORO BEACH

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: HOLLYWOOD

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: LAUDERDALE-BY-THE-SEA

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: LAUDERDALE LAKES

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: LAUDERHILL

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: LAZY LAKE

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: LIGHTHOUSE POINT

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: MARGATE

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: MIRAMAR

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: NORTH LAUDERDALE

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: OAKLAND PARK

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: PARKLAND

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: PEMBROKE PARK

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: PEMBROKE PINES

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: PLANTATION

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: POMPANO BEACH

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: SEA RANCH LAKES

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: SOUTHWEST RANCHES

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: SUNRISE

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: TAMARAC

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: WESTON

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: WEST PARK

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: WILTON MANORS

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE EXECUTION BY THE PROPER CITY OFFICIALS OF THE 2020 AMENDMENT TO AN INTERLOCAL AGREEMENT EXISTING BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIVE (5) CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

DFA-20 Annual Gas Tax - Interlocal Agreement with Broward County, Reso 2020 - 5 Cents Gas Tax, GASTAX5_2020 Amendment ex 2 - ADA, Local 6 Cents Tax Administrative Update Chart_2020



CITY OF DANIA BEACH FINANCE DEPARTMENT MEMORANDUM

TO: Honorable Mayor and Commissioners DFA-20

FROM: Ana M. Garcia, City Manager, ICMA-CM

BY: Adam Segal, Deputy Finance Director

VIA: Frank DiPaolo, Finance Director

DATE: April 9, 2020

SUBJECT: Annual County Interlocal Agreements for Gas Tax Allocations

The Request

Please have the Commission approve the new allocations of the various gas tax receipts, which are distributed to each municipality in the County.

Background

Annually, the County updates the allocation of gas tax receipt distributions between portions retained by Broward County and the portion shared with Municipalities. The allocation among Cities uses the most recent population figures from the University of Florida.

Based on these populations, the allocation of the three-gas tax revenue agreements with Broward County are shown as follows:

	County	Cities		Dania Beach		
				<u>Current</u>	<u>New</u>	<u>Change</u>
6-cent	62.50%	37.50%		0.632450%	0.625571%	-0.006879%
5-cent	74.00%	26.00%	½ cash	0.438499%	0.433729%	-0.00477%
			½ shuttle grants			
3-cent	48.73%	51.27%		0.864686%	0.855281%	-0.009405%

These have to be approved each year by the Commission

Budgetary Impact

The City could risk losing important revenue worth in excess of \$300,000 if not approved.

Recommendation

The Administration recommends Commission consideration and approval of the five (5) cent and the three (3) cent annual County Interlocal Agreements. The 6-cent agreement does not need a resolution because this was renewed last year for a period of ten (10) years for all of the cities.

RESOLUTION NO. 2020-034

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE EXECUTION BY THE PROPER CITY OFFICIALS OF THE 2020 AMENDMENT TO AN INTERLOCAL AGREEMENT EXISTING BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIVE (5) CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, THAT:

Section 1. That certain 2020 Amendment to the Interlocal Agreement existing between Broward County, Florida and the City of Dania Beach, Florida, providing for Division and Distribution of the Proceeds from the Broward County Additional Five (5) Cent Local Option Gas Tax on Motor Fuel For Transit, in substantial form as Exhibit “A”, attached, is approved and the appropriate City officials are authorized to execute it.

Section 2. That the City Manager and City Attorney are authorized to make minor revisions to the 2020 Amendment as are deemed necessary and proper for the best interests of the City.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED and ADOPTED on April 28, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

This 2020 Amendment to Interlocal Agreement (the "2020 Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida (the "County"), and the municipalities executing a signature page bearing the above legend, each of which is a municipal corporation existing under the laws of the State of Florida (the "Municipalities") (the County and Municipalities are collectively referred to as the "Parties").

RECITALS

A. Section 336.025(1)(b), Florida Statutes, authorizes the counties to extend the levy of the additional fifth-cent local option gas tax upon every gallon of motor fuel sold in Broward County for a period not to exceed thirty (30) years on a majority vote of the governing body of the County.

B. On June 13, 2000, the Broward County Board of County Commissioners enacted Ordinance No. 2000-25, effective January 1, 2001, through December 31, 2031, pursuant to Section 336.025(1)(b), Florida Statutes, extending the levy of the additional fifth-cent local option gas tax for thirty (30) years and providing for a method of distribution of the proceeds of the tax.

C. The method for distribution of the proceeds is established by an Interlocal Agreement with Municipalities representing a majority of the population of the incorporated area within the County.

D. Paragraph 4 of the Interlocal Agreement requires annual adjustment of the division and distribution of the proceeds based upon the population of the individual Municipalities and unincorporated Broward County utilizing the population figures set forth in the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida.

NOW, THEREFORE, for good and valuable consideration, and pursuant to Section 336.025(1)(b), Florida Statutes, the County and Municipalities agree as follows:

1. Section 2.1 of the Interlocal Agreement, as previously amended, is hereby amended to read as follows:

2.1 Seventy-four percent (74%) of the total proceeds from the additional fifth-cent local option gas tax shall be distributed to the County. The remaining twenty-six percent (26%) shall be distributed to the Municipalities as follows:

$$\frac{\text{Population of Individual Municipality}}{\text{Total Incorporated Area Population}} \times 26.0000\%$$

Recipient	BEBR Population 4/1/19	FY21 Percent Share of Proceeds
Coconut Creek	58,742	0.802006%
Cooper City	33,991	0.464080%
Coral Springs	129,067	1.762155%
Dania Beach	31,768	0.433729%
Davie	104,249	1.423314%
Deerfield Beach	79,497	1.085374%
Fort Lauderdale	186,220	2.542466%
Hallandale Beach	39,834	0.543855%
Hillsboro Beach	1,939	0.026473%
Hollywood	150,878	2.059941%
Lauderdale-by-the-Sea	6,236	0.085140%
Lauderdale Lakes	36,714	0.501257%
Lauderhill	72,410	0.988615%
Lazy Lake	26	0.000355%
Lighthouse Point	10,587	0.144545%
Margate	59,116	0.807112%
Miramar	138,837	1.895545%
North Lauderdale	45,207	0.617212%
Oakland Park	45,576	0.622250%
Parkland	34,109	0.465691%
Pembroke Park	6,408	0.087489%
Pembroke Pines	168,023	2.294022%
Plantation	90,354	1.233605%
Pompano Beach	112,058	1.529931%
Sea Ranch Lakes	688	0.009393%
Southwest Ranches	7,704	0.105183%
Sunrise	93,365	1.274715%
Tamarac	65,377	0.892594%
Weston	67,314	0.919040%
West Park	15,197	0.207485%
Wilton Manors	12,849	0.175428%
Total Incorporated	1,904,340	26.000000%
Unincorporated Area	15,304	

Recipient	BEBR Population 4/1/19	FY21 Percent Share of Proceeds
Total County	1,919,644	

The population figures set forth above are based on the figures contained in the document referred to as the "Florida Estimates of Population," published on an annual basis by the Bureau of Economic and Business Research, Population Division, of the University of Florida. The population figures to be utilized in the formula described in this section for the distribution of the additional fifth-cent local option gas tax shall be adjusted annually based on the current Florida Estimates of Population.

2. This 2020 Amendment shall be effective as of the date it is executed by the County after having previously been executed by the Municipalities cumulatively representing a majority of the incorporated area population of the County; the amended population figures and share of proceeds shall take effect as provided by applicable law.

3. In the event any provision within this 2020 Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or any executing Municipality necessary to maintain the cumulative majority referenced in the preceding paragraph elects to terminate the Interlocal Agreement. The election to terminate pursuant to this provision must be made within seven (7) days after such court ruling; provided, however, that if a timely notice appealing the court ruling is filed, the election shall be held in abeyance until the appeal is determined or dismissed.

4. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2020 Amendment and the Interlocal Agreement, as previously amended, the Parties acknowledge that this 2020 Amendment shall control.

5. This 2020 Amendment may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this 2020 Amendment to the Interlocal Agreement on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on April 7th, 2020, and each Municipality, signing by and through the official indicated on each signature page, duly authorized to execute same.

COUNTY

WITNESSES:

Broward County, by and through
its County Administrator

Print Name: _____

By _____
Bertha Henry
County Administrator

Print Name: _____

_____ day of _____, 20____

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

By _____
Scott Andron (Date)
Assistant County Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: COCONUT CREEK

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: COOPER CITY

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: CORAL SPRINGS

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: DANIA BEACH

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: DAVIE

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: DEERFIELD BEACH

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: FORT LAUDERDALE

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: HALLANDALE BEACH

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: HILLSBORO BEACH

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: HOLLYWOOD

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: LAUDERDALE-BY-THE-SEA

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: LAUDERDALE LAKES

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: LAUDERHILL

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: LAZY LAKE

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: LIGHTHOUSE POINT

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: MARGATE

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: MIRAMAR

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: NORTH LAUDERDALE

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: OAKLAND PARK

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: PARKLAND

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: PEMBROKE PARK

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: PEMBROKE PINES

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: PLANTATION

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: POMPANO BEACH

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: SEA RANCH LAKES

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: SOUTHWEST RANCHES

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: SUNRISE

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: TAMARAC

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: WESTON

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: WEST PARK

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: WILTON MANORS

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**"Original" Six Cents Local Option Gas Tax
Annual Administrative Update of BEBR Population
Year 3 of FY19 - FY48 per the Interlocal Agreement**

Recipient	FY21 Percent Share of Proceeds
Coconut Creek	1.156739%
Cooper City	0.669346%
Coral Springs	2.541570%
Dania Beach	0.625571%
Davie	2.052857%
Deerfield Beach	1.565444%
Fort Lauderdale	3.667018%
Hallandale Beach	0.784406%
Hillsboro Beach	0.038183%
Hollywood	2.971069%
Lauderdale-by-the-S	0.122798%
Lauderdale Lakes	0.722967%
Lauderhill	1.425888%
Lazy Lake	0.000511%
Lighthouse Point	0.208478%
Margate	1.164104%
Miramar	2.733959%
North Lauderdale	0.890210%
Oakland Park	0.897476%
Parkland	0.671670%
Pembroke Park	0.126185%
Pembroke Pines	3.308686%
Plantation	1.779238%
Pompano Beach	2.206631%
Sea Ranch Lakes	0.013548%
Southwest Ranches	0.151706%
Sunrise	1.838531%
Tamarac	1.287395%
Weston	1.325538%
West Park	0.299257%
Wilton Manors	0.253021%
Total Incorporated	37.500000%

Recipient	BEBR Population 4/1/19
Coconut Creek	58,742
Cooper City	33,991
Coral Springs	129,067
Dania Beach	31,768
Davie	104,249
Deerfield Beach	79,497
Fort Lauderdale	186,220
Hallandale Beach	39,834
Hillsboro Beach	1,939
Hollywood	150,878
Lauderdale-by-the-S	6,236
Lauderdale Lakes	36,714
Lauderhill	72,410
Lazy Lake	26
Lighthouse Point	10,587
Margate	59,116
Miramar	138,837
North Lauderdale	45,207
Oakland Park	45,576
Parkland	34,109
Pembroke Park	6,408
Pembroke Pines	168,023
Plantation	90,354
Pompano Beach	112,058
Sea Ranch Lakes	688
Southwest Ranches	7,704
Sunrise	93,365
Tamarac	65,377
Weston	67,314
West Park	15,197
Wilton Manors	12,849
Total Incorporated	1,904,340
Unincorporated Are	15,304
Total County	1,919,644

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE CITY MANAGER TO OBTAIN SUPPLEMENTAL PLAN REVIEW, INSPECTION AND ADMINISTRATIVE SERVICES FROM C.A.P. GOVERNMENT, INC. AUTHORIZING SUCH PURCHASE TO BE MADE FROM THE BUILDING FUND'S APPROVED ANNUAL BUDGET APPROPRIATIONS

Purchasing Requests ONLY

Dept:

Acct #:

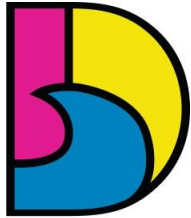
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - signed CAP Supplemental Building Code Services Agreement 2020, SR - signed CAP Supplemental Building Code Services Agreement 2020, R-2020- C.A.P. Government Supplemental Plan Review, Inspection and Administrative Services



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM**

DATE: April 28, 2020

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, City Manager, ICMA-CM

VIA: Candido Sosa-Cruz, Assistant City Manager

BY: Eleanor Norena, CFM, Assistant Director

RE: Approval of a resolution to procure professional supplemental plan review, inspection and administrative services from C.A.P. Government, Inc.

**Candido
Sosa-Cruz**

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz,
o=City of Dania Beach, ou,
email=csosacruz@daniabeachfl.gov, c=US
Date: 2020.04.17 15:13:50 -0400

**Eleanor
Norena**

Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o, ou,
email=enorena@daniabeachfl.gov, c=US
Date: 2020.04.17 15:04:54 -0400

The Request

The Community Development Department is requesting approval to enter into an agreement for supplemental building code plan review, inspections and administrative services from C.A.P. Government, Inc. (C.A.P.).

Background

Last year the City Commission requested an “RFP” for supplemental building code services. The City received two (2) qualified bids from C.A.P. Government Inc. and Calvin Giordano. On October 7, 2019 the City Commission awarded the bid to C.A.P. Government Inc. The City currently piggy-backs with the City of Fort Lauderdale’s contract with C.A.P. Government Inc. for these services which is set to expire June 2020.

The proposed agreement with C.A.P. will provide a continuation of Community Development services that include; building code plan review and inspections for structural, electrical, mechanical, plumbing, engineering, zoning, and floodplain, other services such as; Building Official, Project Manager, Project Engineer, Project Architect, and electronic plan review software.

The term and rates of this agreement shall remain in effect for three (3) years with one (1) additional two (2) year term. The proposed rates are approximately 10% increase from C.A.P.’s current rates and approximately 5% lower than Broward County’s current rates for these services.

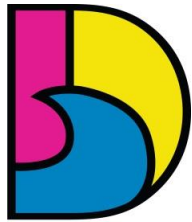
In being a good business partner, CAP has agreed to provide the City its existing lower rates for a twelve (12) months period to help offset the unforeseen hardship the City will endure due to the COVID-19 pandemic. These rates are only afforded to the City of Dania Beach and are not available to any entities that wish to piggyback off this Agreement in the future.

Budgetary Impact

Funding was made available and appropriated during FY2020 budget, from the Building Fund, Contractual Services General Account No. 107-15-02-524-34-10.

Recommendation

Approve resolution.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

DATE: April 28, 2020

TO: Ana M. Garcia, City Manager, ICMA-CM

VIA: Candido Sosa-Cruz, Assistant City Manager

FROM: Eleanor Norena, CFM, Assistant Director

RE: Approval of a resolution to procure professional supplemental plan review, inspection and administrative services from C.A.P. Government, Inc.

Candido
Sosa-Cruz

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of
Dania Beach, ou,
email=csosacruz@daniabeachfl.gov,
c=US
Date: 2020.04.17 15:15:07 -04'00'

Eleanor
Norena

Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o, ou,
email=enorena@daniabeachfl.gov,
c=US
Date: 2020.04.17 15:01:44 -04'00'

The Request

The Community Development Department is requesting approval to enter into an agreement for supplemental building code plan review, inspections and administrative services from C.A.P. Government, Inc. (C.A.P.).

Background

Last year the City Commission requested an “RFP” for supplemental building code services. The City received two (2) qualified bids from C.A.P. Government Inc. and Calvin Giordano. On October 7, 2019 the City Commission awarded the bid to C.A.P. Government Inc. The City currently piggy-backs with the City of Fort Lauderdale’s contract with C.A.P. Government Inc. for these services which is set to expire June 2020.

The proposed agreement with C.A.P. will provide a continuation of Community Development services that include; building code plan review and inspections for structural, electrical, mechanical, plumbing, engineering, zoning, and floodplain, other services such as; Building Official, Project Manager, Project Engineer, Project Architect, and electronic plan review software.

The term and rates of this agreement shall remain in effect for three (3) years with one (1) additional two (2) year term. The proposed rates are approximately 10% increase from C.A.P.’s current rates and approximately 5% lower than Broward County’s current rates for these services.

In being a good business partner, CAP has agreed to provide the City its existing lower rates for a twelve (12) months period to help offset the unforeseen hardship the City will endure due to the COVID-19 pandemic. These rates are only afforded to the City of Dania Beach and are not available to any entities that wish to piggyback off this Agreement in the future.

Budgetary Impact

Funding was made available and appropriated during FY2020 budget, from the Building Fund, Contractual Services General Account No. 107-15-02-524-34-10.

Recommendation

Approve resolution.

RESOLUTION NO. 2020-035

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO OBTAIN SUPPLEMENTAL PLAN REVIEW, INSPECTION AND ADMINISTRATIVE SERVICES FROM C.A.P. GOVERNMENT, INC. AUTHORIZING SUCH PURCHASE TO BE MADE FROM THE BUILDING FUND'S APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if she is authorized to do so in advance by a resolution adopted by the City Commission and if such purchases are made pursuant to a competitive bid obtained within the last eighteen (18) months by other government agencies, such as the federal government, state of Florida or a Florida municipality or county; and

WHEREAS, the City of Dania Beach adopted Ordinance No. 2019-013 to allow the expenditures of City funds to exceed One Million Dollars (\$1,000,000.00) to C.A.P. Government, Inc., which will include authorizing such expenditures which are made in future budgets for future fiscal years for the term of the contract; and

WHEREAS, on October 7, 2019, the City Commission approved the bid award to C.A.P. Government, Inc. pursuant to Resolution No. 2019-124; and

WHEREAS, the City of Dania Beach wishes to supplement its building code services which are necessary to accommodate anticipated land development projects; and

WHEREAS, due to the COVID-19 pandemic, C.A.P. Government, Inc. has agreed to provide the City with the lower rates under the current Agreement through June 16, 2021; after which date, the new rate schedule will be in effect; and

WHEREAS, the City of Dania Beach has determined that the accredited professional services required to provide supplemental plans examining and inspection services are most appropriately obtained as contractual services at this time;

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

Section 1. That the foregoing “Whereas” clauses are ratified and confirmed as being true and correct, and they are made a specific part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute the attached agreement with C.A.P. Government, Inc., a copy of which Agreement is made a part of and is incorporated into this Resolution by this reference as Exhibit “A”.

Section 3. The funding for these services shall be subject to and made within the Building Fund approved level of annual budget appropriations from the Building Fund Professional Services General Account No. 107-15-02-524-31-10.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on April 28, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

PROFESSIONAL SUPPLEMENTAL BUILDING DIVISION SERVICES
SERVICE AGREEMENT

THIS IS A PROFESSIONAL BUILDING DIVISION SUPPLEMENTAL SERVICES AGREEMENT (the “Agreement”), made and effective on _____, 2020, between the City of Dania Beach, Florida, a Florida municipal corporation (the “City”) located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and C.A.P. Government, Inc., a Florida corporation (“CAP”) with a mailing address of 100 Southeast 12th Street, Fort Lauderdale, Florida 33316.

In consideration of the mutual covenants, terms and conditions contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

The City engages CAP to act for it in accordance with this Agreement, and CAP accepts such engagement and agrees to provide the services set forth in it. All bid documents and CAP’s response to them are incorporated into this Agreement by this reference; provided, however, if there is a conflict between them and any provisions of this Agreement, then this Agreement shall control.

1.0 REQUIREMENTS

CAP will provide supplemental Building Division services as indicated below:

1.1 CAP will ensure the availability of qualified and experienced personnel to provide plan review, inspection, and administrative services and such personnel will provide prompt, courteous, efficient and effective services to all clients and citizens.

1.2 CAP will provide stability and continuity of personnel and services in the City Building Division.

1.3 CAP will ensure the availability of extra personnel if and when required, in the case of emergencies and other related assignments.

1.4 To assure the City that services will be rendered CAP agrees that its responsibilities to its employees are to:

- (a) employ and pay sufficient staff in order to provide the services to the reasonable satisfaction of the City.
- (b) ensure that all persons employed by CAP in connection with the provisions of the services shall be efficient, free from the influence of alcohol or drugs, honest and shall be qualified to provide the services, including, but not limited to possessing the ability to administer first aid, including CPR.
- (c) ensure that CAP’s employees undergo such training as may be necessary to enable them to carry out their respective duties in accordance

with this Agreement and to provide pleasant, courteous and conscientious service to the residents, contractors and developers of the City.

(d) provide adequate supervision and coordination of CAP's employees and ensure that the employees shall abide by the rules, regulations and guidelines set from time to time by the City. CAP will replace, re-assign or shall cease to assign to City any person if reasonable objection is taken by City to any such person's employment.

(e) ensure that CAP's employees while on duty are dressed in proper uniform and carry identification badges. The uniforms shall be supplied by CAP. A badge shall be worn at all times and identify each employee by his or her first name.

(f) ensure that no duties, obligations or services are delegated or subcontracted without the advance written approval of the City.

1.5 CAP will establish a drug-free workplace by requiring drug screenings of all new employees and allow for random drug testing to the extent permitted by law. Drug testing will be at the expense of CAP and shall be administered in accordance with applicable Florida statutes and related laws.

1.6 During the term of this Agreement, CAP shall be an independent contractor and not the agent or employee of the City. In such capacity, CAP will bear exclusive responsibility for the payment of the remuneration and any insurance contributions with respect to CAP's employees. The parties are not partners or joint venturers, nor is CAP or any of CAP's employees authorized to act as the agent of the City. The individuals assigned to work by the City will be employees of CAP and shall be subject to the written acceptance of their assignment to the City.

2.0 SCOPE OF SERVICES

2.1 Services include but are not limited to: plans examination, inspections and administrative duties related to the implementation and enforcement of the Florida Building Code, City Codes and other applicable Broward County, State of Florida and federal regulations.

2.2 Other related services may involve engineering, floodplain management, zoning and landscape professional services as required by the City. Personnel for these services shall be certified by applicable professions and agencies.

2.3 Administrative personnel shall be experienced in building code and community development responsibilities.

2.4 Electronic Plan Review (EPR) services are to be provided with applicable software. The EPR software integrated with Bluebeam software is preferred.

2.5 Other related assignments and services may be performed as directed by the City; e.g., post disaster services, staffing for and emergency operations center (EOC), support of cases brought to the Broward County Unsafe Structure Board, Building Official services, City building assessments, governmental coordination, and act as the City Americans with Disabilities Act (ADA) coordinator.

3.0 FEES

3.1 The fees to be paid are set forth in Exhibit “A”, a copy of which is attached to and incorporated into this Agreement by this reference.

3.2 The City will pay CAP’s invoices within thirty (30) days of receipt, in accordance with Part VII of Chapter 218, Florida Statutes, as it may be amended from time to time, entitled the “Local Government Prompt Payment Act.” CAP may suspend all services pursuant to this Agreement if the City’s unpaid balance exceeds sixty (60) days. Such suspension or reinstatement of services will not terminate the Agreement.

4.0 SPECIAL PROVISION

4.1 Due to the COVID-19 pandemic, CAP has agreed to provide the City the rates shown in the Agreement dated September 13, 2017, which Agreement was amended on July 15, 2019, extending the term of the Agreement through June 16, 2020.

4.2 The rates are shown in Exhibit “B”, which is made a part of and is incorporated into this Agreement by this reference. These rates will expire on June 16, 2021 and at that time, the rate schedule shown in Exhibit “A” will take effect for the remainder of the term of this Agreement.

4.2 These rates are only afforded to the City of Dania Beach and are not available to any entities that wish to piggyback off this Agreement in the future.

4.4 The services provided by the individual classifications shown in Exhibit “A” but not included in Exhibit “B” will be available to be utilized by the City and will be invoiced by CAP at the current rate reflected in Exhibit “A”.

5.0 INSURANCE

5.1 CAP shall procure and maintain for the duration of and in full compliance with this Agreement, and any and all amendments or extensions of it, insurance against claims for loss of life, injuries to persons and damage to property (including loss of use resulting therefrom) which may arise from its performance under this Agreement in connection with the delivery and supply of the tools, equipment and materials identified in the Agreement, and in its performance of each and all of its duties relating directly or indirectly to its services to be performed, with the City named as an “additional” insured, including the City’s agents, representatives, officers, officials, employees and volunteers.

5.2 CAP shall not commence Work under this Agreement until CAP has obtained all insurance required, and such Coverages have been approved by the Risk Manager of the City. CAP shall not allow any Subcontractor to commence Work on any subcontract until the Subcontractor, as provided in this Agreement and all Coverages required of any Subcontractor have been approved in advance in writing by the City. In addition, CAP shall be responsible for any policy deductibles and self-insured retentions.

5.3 CAP shall file Certificates of Insurance with the City, reflecting evidence of all Coverages. All certificates of insurance must clearly identify the Contract to which they pertain, including a brief description of the subject matter of the Contract. They shall be filed with the City's Risk Manager within fourteen (14) days of the execution of this Agreement by both parties. The certificates of insurance shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days' prior written notice has been given to the City. Policies for Coverage shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide.

5.4 All coverages shall be in force until all Work required to be performed under the terms of this Agreement is satisfactorily completed. In the event insurance certificates provided to City indicate that any insurance shall terminate and lapse during the period of this Agreement and any and all amendments or extensions of it, then in that event, CAP shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like Coverages for the remaining term of the Agreement and any and all extension of it, are in effect. **CAP AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE TO WORK PURSUANT TO THIS AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT; WORK DELAY IS SUBJECT TO PROVISIONS IN THIS AGREEMENT.**

6.0 INSURANCE REQUIREMENTS

6.1 The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. CAP shall be held responsible for any modifications, deviations, or omissions in the insurance requirements and shall be responsible for any deductible amounts.

6.2 COMMERCIAL GENERAL LIABILITY INSURANCE is to be provided, to include bodily injury, broad form property damage, products and completed operations, blanket contractual liability, independent contractors, personal injury, fire, legal liability coverage and incidental medical malpractice coverage with limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate for death, bodily injury, personal injury and property damage.

SPECIAL PROVISIONS AS TO COMMERCIAL GENERAL LIABILITY INSURANCE: (to be confirmed on or attached to the Official Certificate of Insurance)

- Annual Aggregate shall apply “Per Job”;
- “The City of Dania Beach, Florida” is added as Additional “Named” Insured;
- Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work;
- Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- Contractor’s insurance shall be primary and non-contributory;
- Waiver of Subrogation in favor of the City;
- 30 Days’ Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

6.3 Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

6.4 WORKERS’ COMPENSATION INSURANCE shall be maintained by CAP and any Subcontractors during the term of this Agreement, including any and all amendments of it, and it is to apply to all “statutory employees” of CAP (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws, for the benefit of CAP, its employees, and Subcontractors.

6.5 In the case any work is sublet as otherwise addressed in this Agreement or applicable Bid Documents, CAP shall require any Subcontractors similarly to provide Workers’ Compensation Insurance for all of the latter’s employees, in addition to any coverage afforded by CAP, by furnishing statutory limits Part A of no less than and One Hundred Thousand Dollars (\$100,000.00) per occurrence, and Five Hundred Thousand Dollars (\$500,000.00) per aggregate for disease; and One Hundred Thousand Dollars (\$100,000.00) limit for disease of an individual employee.

IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING: I) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS’ COMPENSATION INSURANCE COVERAGE; OR II) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.

**SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance).**

- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then CAP has responsibility for notification); and
- Waiver of Subrogation in favor of the City.

6.6 Deductibles and Self-Insured Retentions; Deductibles and Self-Insured Retentions Defined:

All deductibles and self-insured retentions must be shown clearly on the Certificates of Insurance and approved by the City. City reserves the right to disapprove any or all of them but shall not unreasonably do so.

6.7 AUTOMOBILE LIABILITY INSURANCE shall be maintained with combined single limits of no less than One Hundred Thousand Dollars (\$100,000.00) per occurrence, and no less than Two Hundred Thousand Dollars (\$200,000.00) annual aggregate, to include coverage for owned, hired, and non-owned vehicles.

**SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance)**

- "The City of Dania Beach, Florida" is added as an "Additional Named Insured";
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then CAP has responsibility for notification); and
- Waiver of Subrogation in favor of the City.

6.8 If CAP hires a Subcontractor for any portion of any Work, then such Subcontractor shall provide Commercial General Liability insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00).

6.9 All insurance policies shall contain the following provisions:

- (a) There are not to be any special limitations on the protection being provided to the City, its officials, officers, employees or volunteers.
- (b) CAP's Insurance is Primary: CAP's insurance coverages shall be primary insurance with respect to the City's, its officials', employees', and volunteers' insurances.
- (c) Coverage Guaranteed: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- (d) Occurrence Basis: CAP's insurances shall be on an occurrence basis as opposed to a claims-made basis.
- (e) Separation of Insured: The definition of insured shall read as follows:
"The insurance afforded applies separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the company's

liability. The company, in this context, is CAP's insurance company." If no such definition of the insured is quoted in the insurance, CAP must provide "Cross Liability Clause" or "Severability of Interests Clause" endorsements for all liability insurances.

(f) Florida State Licensed: All insurance policies and bonds required of CAP shall be written by Companies authorized and licensed to do insurance business in the state of Florida and must be executed by agents licensed as agents by the state of Florida.

6.10 Verification of Coverage:

(a) Certificates and Endorsements Provided: CAP shall furnish the City with Certificates of Insurance with original endorsements affecting coverage. **The certificates and endorsements must be received and approved by City in writing before any services can commence.**

(b) Authorized Signatures: The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

(c) Coverage Continuation: Insurance coverage required by this Agreement shall be in force throughout the term of the Agreement. Should CAP fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term of the Agreement, the City shall have the right to consider the Agreement breached which breach shall justify City's termination of it. If coverage on the Certificates of Insurance is shown to expire prior to the end of the Agreement, CAP shall furnish Certificates of Insurance evidencing renewal of such coverage to the City.

7.0 INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

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

- (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of CAP, anyone directly or indirectly employed by it, or anyone for whose acts any of them may be liable in the performance of the Work;
- (b) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by CAP in the performance of the Work;
- (c) liens, claims, actions made by CAP or other party performing the Work; and

(d) claims of whatever nature related to collection practices or any actions of a contradictory nature pursuant to this Agreement or in an attempt to collect monies due or claimed to be due to the City.

7.2 CAP agrees to indemnify and hold harmless the City and its respective officers, employees, and assigns from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of CAP and persons employed or utilized by CAP in the performance of the Services.

8.0 TERM OF AGREEMENT

8.1 This Agreement shall remain in effect for three (3) years; provided that the services rendered by CAP during the Agreement period are determined by the City to be satisfactory and funding is available. Notwithstanding the preceding paragraph, CAP recognizes that funds for payment for the services rendered must be appropriated through annual purchase orders, if approved in advance by the City Commission. If such funds are not approved and appropriated, the Agreement is void.

8.2 The City has a right to exercise a renewal option of one (1) additional two (2) year term, and CAP agrees to honor the current hourly rates specified in this Agreement for such term.

9.0 TERMINATION BY CAP

9.1 CAP may terminate the Agreement if the Work is stopped for a period of thirty (30) days through no act or fault of CAP, Subcontractor, Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work under the Agreement with CAP, for any of the following reasons:

- a. issuance of an order of a court or other public authority having jurisdiction, or
- b. an act of government, such as a declaration of national emergency, making material unavailable or services unable to be rendered.

9.2 If one of the above reasons exists, CAP may, upon five (5) additional days' written notice to the City, terminate the Agreement and recover from the City payment for Work performed.

10.0 TERMINATION BY THE CITY FOR CAUSE

10.1 The City may terminate the Agreement if CAP:

- a. persistently or repeatedly refuses or fails to supply enough properly skilled workers, proper equipment, materials, or fails to adhere to the schedule established as adjusted from time to time pursuant to the terms of the Agreement;

- b. fails to comply with laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, including the City;
- c. commits any act or omission that evidences a lack of integrity or honesty or which reflects negatively on the City, including but not limited to the company of its owners, officers and agents being charged with any act of moral turpitude or any environmental violation;
- d. fails to obtain or maintain all insurance Coverage required in this Agreement; or
- e. otherwise is guilty of substantial breach of a provision of the Agreement.

10.2 When the City terminates the Agreement, CAP shall not be entitled to receive any further payment until the Work is completed and approved by City

10.3 All damages, costs and charges incurred by the City, shall be deducted from any monies due or which may become due to CAP. In case the damages and expenses so incurred by the City shall exceed the unpaid balance, then CAP shall be liable and shall pay to the City the amount of such excess.

10.4 If, after Notice of Termination or Suspension of CAP's right to proceed, it is determined for any reason that CAP was not in default, the rights and obligations of the City and CAP shall be the same as if the Notice of Termination had not been issued, pursuant to the Termination for Convenience clause as set forth below.

11. TERMINATION BY THE CITY FOR CONVENIENCE

The Agreement may be terminated for convenience by City upon fifteen (15) days' advance written notice to CAP and CAP's surety, if any (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, CAP shall be paid for all acceptable Work performed prior to termination and shall not be entitled to any other costs, fees or payments.

12.0 DISPUTES, VENUE, WAIVER OF JURY TRIAL; ATTORNEY FEES.

12.1 Venue; Fees. All claims, counterclaims, disputes and other matters in question between the City and CAP arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation.

If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction. For any legal action arising out of or pertaining to this Agreement shall be the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, or the federal District Court in the Southern District of the United States. Each party further agrees that venue of any action to enforce this Agreement shall be in Broward County,

Florida. In any litigation, the parties agree to each waive any trial by jury of any and all issues. In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach of it, or the standard of performance required in it, each party shall bear its own attorney fees and costs.

12.2 Operations during Dispute. In the event that a dispute, if any, arises between the City and CAP relating to this Agreement, or its performance or compensation, the Consultant agrees to continue to render service in full compliance with all terms and conditions of this Agreement as required by the City.

12.3 Legal Representation. It is acknowledged and agreed that each party to this Agreement had the opportunity to be represented by legal counsel in the preparation of this Agreement.

13.0 ASSIGNS; SUBCONTRACTS

CAP shall not delegate, assign, sublet, subcontract or transfer any duties or obligations arising under this Agreement, without the prior written approval of the City.

14.0 NOTICES

Any notice required or permitted to be given by a party to this Agreement shall be mailed or delivered to the other party at the addresses specified below:

To CITY: City of Dania Beach, Florida
Ana M. Garcia, ICMA-CM, City Manager
100 West Dania Beach Blvd.
Dania Beach, FL 33004

With a copy to: City of Dania Beach, Florida
Attn: Thomas J. Ansbrosio, City Attorney
100 West Dania Beach Blvd.
Dania Beach, FL 33004

To CAP: C.A.P. Government, Inc.
Carlos A. Penin, President
100 Southeast 12th Street
Fort Lauderdale, Florida 33316

15.0 GENERAL PROVISIONS

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

15.1 This document constitutes the sole and only Agreement of the parties and correctly sets forth the rights, duties, and obligations of each to the other. Any prior agreement, promise, negotiation or representation not expressly set forth in this Agreement is of no force and effect. Each party agrees to perform any further acts and to execute and deliver any further documents, which may be reasonably necessary to carry out the provisions of this Agreement.

15.2 Each person signing the Agreement represents and warrants that he or she is duly authorized and has the legal capacity and authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and performance of such party's obligations have been duly authorized and are binding on such party and enforceable in accordance with its terms.

15.3 All rights granted to either of the parties shall be cumulative, and no exercise or failure to exercise by either of the parties of any right under this Agreement shall restrict or prejudice the exercise of such right or any other right granted by this Agreement or otherwise available as part of it.

15.4 The failure by either party to enforce, at any time or for any period, any one or more of the terms or conditions of this Agreement, shall not be a waiver of them or of the right of a party at any time subsequently to enforce all terms and conditions of this Agreement.

15.5 Each of the parties shall pay its own costs and expenses incurred by it in connection with any aspects of preparation of this Agreement.

15.6 All portions of the solicitation materials which are not in conflict with the provisions of this Agreement are made a part of and are incorporated into this Agreement by this reference.

16.0 PUBLIC RECORDS LAW

16.1 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall 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 Agreement, and following completion of the Agreement until the records are transferred to the City.

16.2 Upon request from the City custodian of public records, Contractor shall provide the City 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

16.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

16.4 Upon completion of the Work of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by City shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.5 Any compensation due to Contractor shall be withheld until all records are received as provided in this Article.

16.6 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 119.0701(2)(a), Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	THOMAS SCHNEIDER, CMC CITY CLERK
Mailing Address:	100 W. Dania Beach Boulevard Dania Beach, Florida 33004
Telephone number:	954-924-9800, Ext. 3623
Email:	tschneider@daniabeachfl.gov

IN WITNESS OF THE FOREGOING, the parties executed this Agreement effective on the date first above written.

ATTEST:

CITY:
CITY OF DANIA BEACH,
a Florida Municipal Corporation

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED FOR FORM
AND CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

C.A.P. GOVERNMENT, INC.
a Florida corporation

Signature

Signature

PRINT Name

PRINT Name

Signature

Title

PRINT Name

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or by ☐ online notarization, on _____, 2020, by Carlos A. Penin, as President of C.A.P. Government Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Print Name

My Commission Expires:

EXHIBIT “A”

<u>DISCIPLINE</u>	<u>HOURLY RATES</u>	<u>OT HOURLY RATES</u>
<u>INSPECTOR</u>		
Structural	\$81.75	\$106.00
Mechanical	\$81.75	\$106.00
Electrical	\$81.75	\$106.00
Plumbing	\$81.75	\$106.00
<u>PLAN REVIEWERS</u>		
Structural	\$92.65	\$120.50
Mechanical	\$92.65	\$120.50
Electrical	\$92.65	\$120.50
Plumbing	\$92.65	\$120.50
<u>CHIEFS</u>		
Structural	\$93.50	\$121.50
Mechanical	\$93.50	\$121.50
Electrical	\$93.50	\$121.50
Plumbing	\$93.50	\$121.50
<u>BUILDING OFFICIAL</u>		
Building Official	\$109.00	\$125.00
<u>OTHER RELATED SERVICES</u>		
Flood Plain Mgmt.	\$92.65	\$120.50
Engineering	\$95.65	\$124.50
Landscape	\$81.75	\$106.00
Zoning	\$81.75	\$106.00
Administrative	\$45.00	\$50.00
Project Manager	\$140.00	\$188.50
Project Engineer	\$125.00	\$162.50
Project Architect	\$125.00	\$162.50
Electronic Plan		
Review*	\$105.00	\$136.50
IT Services	\$105.00	\$136.50
Code Compliance	\$75.00	\$97.50

*Electronic Plan Review includes CAP providing the hardware and software to perform Electronic plans review and mobile inspection services using the CAP portal.

EXHIBIT “B”

RATE SCHEDULE EFFECTIVE JUNE 17, 2020 THROUGH JUNE 16, 2021

Plan Reviewer & Inspectors:

Electrical	Regular Hourly Rate \$ 85.00 per hour Overtime Hourly Rate \$110.50 per hour
Mechanical	Regular Hourly Rate \$ 85.00 per hour Overtime Hourly Rate \$110.50 per hour
Plumbing	Regular Hourly Rate \$ 85.00 per hour Overtime Hourly Rate \$110.50 per hour
Engineering	Regular Hourly Rate \$ 85.00 per hour Overtime Hourly Rate \$110.50 per hour
Landscaping	Regular Hourly Rate \$ 75.00 per hour Overtime Hourly Rate \$97.50 per hour
Flood Plain	Regular Hourly Rate \$ 85.00 per hour Overtime Hourly Rate \$110.50 per hour

Chiefs:

Structural	Regular Hourly Rate \$ 85.00 per hour Overtime Hourly Rate \$110.50 per hour
Mechanical	Regular Hourly Rate \$ 85.00 per hour Overtime Hourly Rate \$110.50 per hour
Electrical	Regular Hourly Rate \$ 85.00 per hour Overtime Hourly Rate \$110.50 per hour
Plumbing	Regular Hourly Rate \$ 85.00 per hour Overtime Hourly Rate \$110.50 per hour
Flood Plain	Regular Hourly Rate \$ 85.00 per hour Overtime Hourly Rate \$110.50 per hour

Building Officials:

Asst. Building Official	Regular Hourly Rate \$ 100.00 per hour Overtime Hourly Rate \$130.00 per hour
Building Official	Regular Hourly Rate \$ 100.00 per hour Overtime Hourly Rate \$130.00 per hour

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT AN ALTERNATE PROJECT FOR THE 45TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY TWO THOUSAND FIVE HUNDRED FORTY NINE DOLLARS (\$172,549.00) TO PROVIDE FUNDING FOR THE OASIS XIV PROJECT PROVIDING STREET IMPROVEMENTS ON SE 13TH STREET AND SE 13TH TERRACE BETWEEN FEDERAL HIGHWAY AND SE 2ND AVENUE; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Purchasing Requests ONLY

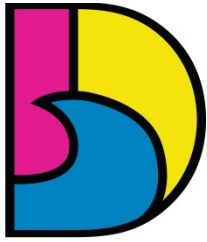
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

COMM-MEMO-REPL-CDBG-OASISXIV-032420-final 2 (7), R-2020- CDBG 45th Year Authorizing Alternate Project for Funding for Oasis XIV Project, Exhibit A- BC CDBG Application Year 45 CDBG Wayfinding Signs, SUNSENTINEL PUBLICATION FY20



DANIA BEACH
SEA.IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: April 28, 2020

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, ICMA- CM, City Manager

VIA: Candido Sosa-Cruz, Assistant City Manager

FROM: Fernando J. Rodriguez, Public Services Director

**RE: APPROVAL OF A RESOLUTION TO SUBMIT AN ALTERNATIVE CDBG Y-45 PROJECT BY
REPLACING THE ORIGINAL WAYFINDING SIGNS PROJECT WITH THE OASIS XIV
NEIGHBORHOOD IMPROVEMENT PROJECT**

Request

The Public Services Department (PSD) requests approval of a resolution authorizing the City to submit an alternative project to the original Year 45 Community Development Block Grant (CDBG) submittal (Wayfinding Signs Project) by replacing it with the Oasis XIV – SE Neighborhoods Project.

Background

On May 28, 2019, Resolution 2019-040 was approved by the City Commission to submit a CDBG application for wayfinding signs as the City's 45th Year project. Dania Beach is not an entitlement city and must, per the CDBG requirements, apply for block grant funds through Broward County. Upon reviewing the application, the Broward County Housing Finance and Community Development Division (Broward County) requested that the City submit an alternative project that is more closely aligned with the program objectives of the US Department of Housing and Urban Development's CDGB program. Broward County further requested a project that is implementable within the current fiscal year.

On February 11, 2020, the Oasis XIV – SE Neighborhood Project was presented to the City Commission. Since this project is projected to be bid in the next 90 days, and Oasis projects have been accepted and funded by CDBG grants in the past, the PSD has identified it as a viable alternative for the 45th Year CDBG grant. The City has completed the 15-day public comment period required by Broward County for projects that represent a substantial change from the originally submitted project.

Details summarizing the improvements encompassed by Oasis XIV – SE Neighborhoods are provided in the attached Exhibit 1, on SE 13th Street and SE 13TH Terrace between Federal Highway and SE 2nd Avenue. Note: the SE 5 Avenue crosswalk safety improvements are outside the CDBG eligibility boundary and will be pursued as a separate project funded through the

\continued...



**APPROVAL OF A RESOLUTION TO SUBMIT AN ALTERNATIVE CDBG Y-45 PROJECT BY
REPLACING THE ORIGINAL WAYFINDING SIGNS PROJECT WITH THE OASIS XIV
NEIGHBORHOOD IMPROVEMENT PROJECT**

Capital Improvement Fund, and that the specific design and actual construction costs for the pedestrian safety components have yet to be determined.

Budgetary Impact

CDBG funding in the amount of \$172,549.00 for Oasis XIV will replace Capital Improvement funds, thereby making those available for an additional Oasis project. No matching funds are required by the City.

Recommendation

PSD recommends approval of the resolution to submit Oasis XIV as an alternative 45th Year CDBG project to the Broward County Housing Finance and Community Development Division.

Attachment: Exhibit 1

RESOLUTION NO. 2020-036

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT AN ALTERNATE PROJECT FOR THE 45TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY TWO THOUSAND FIVE HUNDRED FORTY NINE DOLLARS (\$172,549.00) TO PROVIDE FUNDING FOR THE OASIS XIV PROJECT PROVIDING STREET IMPROVEMENTS ON SOUTHEAST 13th STREET AND SOUTHEAST 13th TERRACE BETWEEN FEDERAL HIGHWAY AND SOUTHEAST 2ND AVENUE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 45th Year Community Development Block Grant (“CDBG”) Program is administered by Broward County Housing Finance and Community Development Division (“BCHFCDD”); and

WHEREAS, the City of Dania Beach City Commission approved Resolution No. 2019-040 authorizing the submittal of an application for the 45th Year CDBG for the “Installation of Wayfinding Signs Project” in the approximate amount of One Hundred Fifty Thousand Dollars (\$150,000.00), for eligible areas generally described as areas located within the Dania Beach Community Redevelopment Agency boundaries; and

WHEREAS, BCHFCDD requested the City submit an alternative project that better meets the program objective of the Department of Housing and Urban Affairs CDBG Program; and

WHEREAS, the CDBG Program does not require a City match; and

WHEREAS, the CDBG grant funding requires a 15-day public comment period before changing the location of grant funding, and the City has provided the 15-day public comment period and has received no comments relating to the new project location site of Southeast 13 Street and Southeast 13 Terrace Oasis Neighborhood Improvement Project;

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

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

Section 2. That the 45th Year application for the CDBG Program for wayfinding signs within the Dania Beach Community Redevelopment Agency boundaries, in the approximate

amount of One Hundred Fifty Thousand Dollars (\$150,000.00) is being replaced by an alternative project, the Southeast 13 Street and SE 13 Terrace Oasis XIV Neighborhood Improvement Project in the amount of One Hundred Seventy-Two Thousand Five Hundred Forty Nine Dollars (\$172,549.00), and the proper City officials are authorized to submit the application.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the application as are deemed necessary and proper for the best interests of the City.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on April 28, 2020.

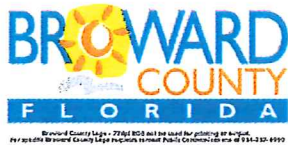
ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS MUNICIPALITIES CDBG APPLICATION

Complete the following sections. **Submit one form for each project.** Attach additional pages as needed

COMMUNITY DEVELOPMENT GRANT PROJECT SUMMARY

<u>Category</u>	<u>Budget</u>
Cash	
In-Kind	15,000
Other Grants	

CDBG	150,000
TOTAL	150,000

PROGRAM ACTIVITIES Select only one category per application	NATIONAL OBJECTIVE Select only one category per application
Public Service (15% Cap) ()	Limited Clientele ()
	Prevent/Eliminate Slum or Blight ()
	Urgent Need ()
Capital Improvement (x)	Area Benefit (x)
	Prevent/Eliminate Slum or Blight ()
	Urgent Need ()
Housing ()	Low/Mod Housing (LMH) ()
	Prevent/Eliminate Slum or Blight ()
	Urgent Need ()
Economic Development ()	Low/Mod Jobs (LMJ) ()
	Prevent/Eliminate Slum or Blight ()
	Urgent Need ()

Continuing Project: Yes ()

New Project: Yes (x)

DUNS NUMBER: 098525728

Applicant completes the following items.

1. **Applicant Organization Name:** City of Dania Beach

Address: 100 W. Dania Beach Blvd Dania Beach, FL 33004

Telephone #: 954-924-6800

FAX #:

2. **Contact Person:** Ana Garcia

Title: City Manager

Street Address: 100 W. Dania Beach Blvd Dania Beach, FL 33004

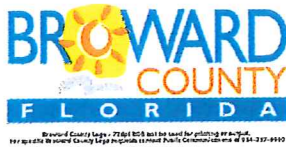
E-MAIL Address: agarcia@daniabeachfl.gov

Telephone #: 954-924-6800

FAX #:

3. **Project Name:** Year 45 CDBG Wayfinding Signs

4. **CDBG Funds Requested (\$15,000 Minimum Request):** \$150,000



5. Project Goals: Provide specific project goals and quantifiable objectives. Quantifiable objectives should specifically state who, what, where and how many. The scope of services must include activities involved in implementing the project. Project continuation and maintenance relates to whether or not this will be an ongoing activity after funding ends.

a. Project Goals and Quantifiable Objectives:

Please note that HUD requires that 70% of CDBG funds must benefit low/moderate income persons over a three-year period. Only pick one of the four objectives listed below. Describe how goals and objectives will either:

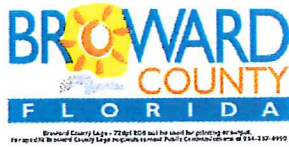
- 1). benefit low income persons
- 2). provide an area benefit:
- 3). eliminate or prevent slums and blighted conditions, or
- 4). impact a problem or need of particular urgency.

The City of Dania Beach has seen exceptional growth over the past few years, particularly in the Community Redevelopment Agency District. The result of this growth is more visitors choosing the City of Dania Beach as a destination, more pedestrian, bicycle and vehicle traffic in and passing through the City's CRA district. Federal Highway runs the length of the CRA district, and Interstate 95 is on the western boundary and has three interchanges close to CRA district. The City needs wayfinding sign system to guide visitors through the City in an efficient and safe manner. More visitors means more traffic and a greater incidence of vehicular accidents with pedestrian, bicyclist and other vehicles. In addition, the sign system will help with increasing traffic delays and keep vehicle traffic out of residential neighborhoods.

The City will be installing new entranceway signs across the City and in the CRA District. These signs, along with the wayfinders will create a sense of place in Dania Beach for all those that live CRA District.

- b. Detailed Scope of Services: The scope of services should explain exactly what will be accomplished with the funds requested.

It is estimated that 10 signs at a cost of \$15,000 each will be installed as shown on Figure A1. The city will bid the project and will develop a prototype for the signs. FDOT permitting may be required for certain locations. The City will address FDOT needs.



- c. Project Continuation and Maintenance: Indicate what organization is responsible for maintenance of the project after completion. (Attach letters or verification).

The City of Dania Beach Public Services Department will maintain the signs.

- d. Program Design: How do you plan to achieve the goals identified above? Please be clear and specific. Please attach separately, if necessary.

For housing activities/projects, please provide details to include the types of assistance provided, affordability period, recapture terms etc. These terms and provisions must be consistent with the Broward County's Consolidated/Action Plan

see Attachment A

6. Applicant's Management Capability: Briefly describe the capacity of your municipality to undertake the proposed project. Discuss prior experience in the administration of Federal funds and list existing funding agreements.

The City has professional staff to manage the project. The City also has continuing contracts with consultants who have managed these projects for the City in the past in the event the City staff cannot accomplish the management internally.

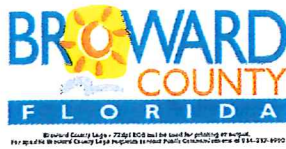
- a. Experience - Discuss experience in the administration of Federal funds and general management capacity, include other Broward County funded programs and provide a list of CDBG Projects below

The City has utilized CDBG funding for many years. The City in past years administered over \$1,000,000 in Federal funds for after school programs without incident. .

- b. Does the municipality intend to utilize an outside vendor/contractor to provide the direct service delivery for any of the activities listed?

Yes.

If yes, please provide a detailed method of the procurement method used.



Bid specifications will be developed and services bid in accordance with City, state and federal procurement processes.

- c. Monitoring – How does the municipality ensure compliance with regulatory and statutory requirements? And third-party vendors/contractors?

The City has professional staff to manage the project. The City also has continuing contracts with consultants who have managed these projects for the City in the past in the event the City staff cannot accomplish the management internally.

- d. Non – housing activities – How does the municipality ensure compliance with scope of work, budgetary items, procurement, programmatic compliance etc.?

n/a

- e. Housing activities: How does the municipality track the properties, beneficiary data, HQS (if applicable) and ensure compliance with affordability restrictions?

n/a.

Please provide monitoring process and include monitoring policy/procedures (Attachment A)

n/a

- f. Provide a list of current CDBG projects, included the most recent 3 years, funding amount, current status, extensions needed. Etc.

2018 Project

Project Name	year 44 solar lights	Initial Funding Amount	300,000
Contract Period	current - just received the agreement but the City is ready to bid	Number of Extensions Needed and Dates	n/a
Current Status of Program Including Completion Date	ready to bid	Current Balance of Program Funds	300,000



2017 Project

Project Name	combined with 2018	Initial Funding Amount	
Contract Period		Number of Extensions Needed and Dates	
Current Status of Program Including Completion Date		Current Balance of Program Funds	

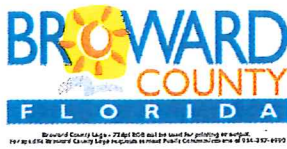
2016 Project

Project Name	Oasis 12	Initial Funding Amount	150,000
Contract Period	2/2017-6/2017	Number of Extensions Needed and Dates	none
Current Status of Program Including Completion Date	complete	Current Balance of Program Funds	0

7. **Description:** Describe the outcome(s) of the project. Description is to include timeframe for start-up and completion, street location of the service and census tract(s). Describe the service area.

see Attachment B for service area

- a. Project Description: Capital improvements should state anticipated linear feet of project or number and description of public facilities. **Applicant must already have construction plans for project at time of application.** Public service projects should specifically state number of clients per year. Housing development or rehabilitation should state number of housing units. Economic development projects, should state number of businesses to be assisted, jobs created and describe loans



available. Both Rehabilitation and New Housing Construction should comply with Energy Star Requirements.

The City will install an estimated 10 wayfinding signs at a cost of \$15,000 as shown on Figure A2

- b. Time Frame: What is the time frame for start-up and completion after notification of funding award? Indicate what funding commitment is required to provide for timely project start-up.

receipt of signed agreement with County - 9/30/2020

- c. Street address / Location: Attach map identifying both census tracts and project location. Also provide a street address or a description of the location when site acquisition is involved. Provide current **Phase 1 – Environmental Assessment and NEPA Environmental Assessment Checklist** for Capital, New Construction and Economic Development activities that were done within 6 months of application for funding.

see Attachment C - no sites will be acquired. No ESA is needed.

- d. Census Tract(s) and Block Groups: Consult census maps for the census tract location of this project. **Area benefit projects must serve 51% low-to very low-income persons.**

See Attachment C and accompanying Table 1 in Attachment C

- 8. Proposed activities located in a Community Redevelopment Area (CRA), must provide a copy of the area's Redevelopment Plan and map in order to be considered eligible under a HUD Slum/Blight designation. The following information must be provided at the time of application:

- a. Percentage of Deteriorated buildings
- b. Year area designated Slum/Blight
- c. Description of Slum/Blight area

This is a capital project in the CRA. See prior plan for slum and blight.



9. Budget Table Instructions: Complete the following Budget Table and provide the requested information on the matching share of resources committed to the project. Please include program funding and in-kind matches from **all** sources.

a. Budget Table: For each expenditure category, (Personnel, Benefits, Travel, Equipment, Supplies, etc) enter the proposed amount necessary for that category. Please list these amounts according to the appropriate funding source as shown in the shaded area.

Category	CDBG	Non CDBG	Non CDBG	TOTAL All Sources
Personnel				
Benefits				
Travel				
Training				
Equipment				



Broward County Logo - 728x105px for use for printing or digital.
For updates to Broward County logo or to use for printing or digital, contact the Office of Information Technology at 352-330-4999.

Category	CDBG	Non CDBG	Non CDBG	TOTAL All Sources
Supplies				
Contractual With Outside Agencies or Vendors	15,000			15,000
Construction	150,000			150,000
Other				
Totals	165,000			165,000

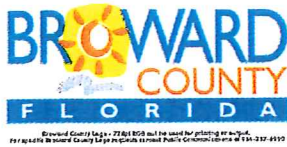
10. Budget Narrative Instructions: The budget narrative statement should provide a detailed explanation and justification for each cost category shown in the Budget Table on page 7. The budget narrative should identify non-CDBG resources to be utilized in financing the project, including mortgages or construction financing for the project. Also, specify the costs for which CDBG funding is being requested and the costs to be covered by non-CDBG resources. Additional pages can be added, if necessary.

10 signs at \$15,000 each = \$150,000

11. Describe and calculate Leveraging: Describe and attach supporting documentation including letter(s) of commitment, resolutions, minutes of meetings, etc., showing specific resources the applicant will commit to the project as identified in columns 2 and 3 of the Budget Table on page 7. Include and identify in-kind contributions, sweat equity and other resources.

a. Provide documentation as an attachment and summarize below.

1. For economic development projects, the value of the jobs produced in



the previous year can be used as leverage. Documentation must be provided showing name of business, job titles and salaries.

n/a

2. For housing development projects, anticipated mortgage financing will be considered as in-kind contribution.

n/a

b. Instructions on calculating leveraging

Leveraging will be computed by taking into account the total dollar cost of the entire project including in-kind contribution.

$$\text{Percent Leveraging} = \frac{\text{Total Non-CDBG Funds \$} \times 100}{\text{Total CDBG \$}}$$

In computing Total Cost of the project, funding from all sources for the project must be added. This includes Federal funds, State funds, contributions, private sector financing, in-kind contributions, etc.

In-Kind Contributions are non-cash items. Non-cash items are contributions to the project, e.g., labor, office space, use of equipment, etc that do not involve cash payments by the entity. However, a dollar value must be provided for in-kind contributions and that value must be added to the cost of the project. In-kind contributions must be accounted for and included in the financial audit of the funded entity.

Calculations: 10%

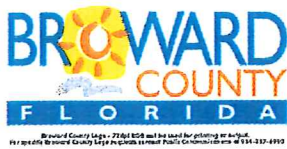
12. The project generally reflects adopted plans, goals, objectives and policies.

- a. Project consistent with Broward County Consolidated Plan: Project should explain which Consolidated Plan priority it will address.

Area Benefit.

- b. Project Consistent with Local Government Plans and Zoning: Project letters from the municipality or County government in which the project will occur, stating consistency with county or municipal adopted comprehensive plans. **Provide Flood Plan Map, if in flood plain.**

see attachment D



- c. Is project a permitted use in the zoning text regulations for the zoning district designated for the project site?

Yes ☒ Attach municipal or County verification of zoning and adopted future land use plan designation for the site
 No ☐ plan of action to achieve zoning district change.

- d. Plat Approval: Does your project require platting or a plat note amendment?

Yes ☐ Attach platting requirements and time table for completion.
 No ☒ Provide Plat Name, Plat Book Number and Plat Page Number

- e. State and Regional Policy Plans: **The Florida State Comprehensive Plan** provides long-range policy guidance for the orderly social, economic and physical growth of the state. **The Strategic Regional Policy Plan for South Florida** specifically addresses housing and economic development.

13. **Real Property and Relocation Policy:** Complete this section when displacement of families or businesses is required.

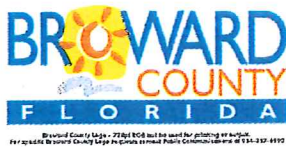
- a. Real property: Does the proposed project require the acquisition, subordination or leasing of real property?

Yes ☐ Provide a legal description, street address and the property owner's name. *If the project involves displacement, consult with Broward County Housing Finance and Community Development Division staff before acquiring real property in order to follow Uniform Acquisition Procedures.*

No ☒ No property is to be acquired

- b. Relocation: Does the proposed project necessitate the relocation of homeowners, tenants or commercial establishments?

Yes ☐ Outline the proposed relocation plan and show source of funds on Page 7 and 8 for the budget table and narrative above.



No ☐ ☒

14. Citizen Participation: Complete this section for citizen participation documentation. How did the citizens in your jurisdiction participate in the selection of this project?

The residents participated in the creation of the CRA Plan in 2010 and then update in 2015. The plan was adopted by the City of Dania Beach CRA Board. Signage is a component of this plan and an excerpt from page 83 of the City of Dania Beach Community Redevelopment Agency Redevelopment Plan June 23, 2015:

Beautification and Appearance Improvement Signage/Entry Features/Public Art/Landscape - The visual appearance of amenities needs to be enhanced in the community redevelopment area. Further, there is a need to establish an identity for this important core area of the community. The CRA will be empowered to pay for aesthetic and identity enhancements, including but not limited to, signage, entry features, public art, and landscaping.

- a. A copy of the resolution from the governing body giving authorization to submit proposal(s) with name and title of official designated to sign application.
- b. Copies of meeting or hearing notices which verify efforts to invite citizen input (to include points of distribution) and pertinent information from the municipality reflecting inclusion of citizen input in final decisions. Documentation includes a copy of the certified proof of advertising of the public hearing held by the governing body.
- c. Verification of other efforts which provide information to citizens, i.e., workshop notices, attendance records, sunshine ads, civic association meetings.

15. Certification: Please complete the certification below:

If this application is approved for funding, the organization agrees to comply with all required Federal, state and local laws and regulations. The organization confirms that it is fully capable of fulfilling the obligations as stated in this proposal and in any attachments or documents included with this application.

Conflict of Interest (24 CFR 570.611; 24 CFR 85.36; and 24 CFR 84.42)

There are two sets of conflict of interest provisions applicable to activities carried out with CDBG funding. The first set, applicable to the procurement of goods and services by subrecipients, is the procurement regulations located at 24 CFR 84.42 and 85.36.



(See 24 CFR 570.611(a)(1).) The second set of provisions is located at 24 CFR 570.611(a)(2). These provisions cover situations not covered by parts 84 and 85.

As a duly authorized representative of this organization, I submit this application to the Broward County Housing Finance and Community Development Division and verify that the information herein is true, accurate and complete.

PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S. Code Title 18, Section 1001, which may be amended periodically, provides that a fine or imprisonment for a period not to exceed 5 years, or both, shall be the penalty for willful misrepresentation and the making of false, fictitious, or fraudulent statement or entry, knowing same to be false.

Name of Organization: City of Dania Beach

Type of Organization:

☒ Municipal

Al Donnelly
(Signature)

Asst. City Manager
(Title)

April 22, 2019
(Date)

STATE OF Florida
COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ (Name of individual signing) who, after first being sworn by me, affixed his/her signature in the space provided above on the 22 day of April, 2019.

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

J. Rivera
NOTARY PUBLIC, State of Florida

My commission expires _____



ATTACHMENT A

PROJECT DESCRIPTION

Wayfinding Signs

The City of Dania Beach has seen exceptional growth over the past few years, particularly in the Community Redevelopment Agency District. The improvements in the area include:

- New marinas
- Dania Point – 100 acre site with commercial, residential, entertainment and hotels
- New hotels along Federal Highway and Stirling Road
- Holocaust Documentation and Information Center
- Beach improvement: new Quarterdeck restaurant and marina at city's beach
- Rejuvenated Casino at Dania Beach
- Expanded Ft. Lauderdale/Hollywood International Airport

The result of this growth is more visitors choosing the City of Dania Beach as a destination and more traffic passing through the City's CRA district. Federal Highway runs the length of the CRA district, and Interstate 95 is on the western boundary and has three interchanges close to CRA district.

The CRA district contains governmental buildings, library, historic structures, houses of worship, public safety facilities, parks, and historic neighborhoods.

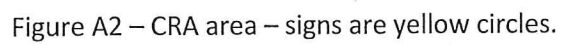
The City needs wayfinding sign system to guide visitors through the City in an efficient manner. The sign system will help with increasing traffic delays and keep vehicle traffic out of residential neighborhoods. Commuter rail traffic is planning for the near future along the FEC rail corridor.

It is estimated that 10 signs at a cost of \$15,000 each will be installed as shown on Figure A1

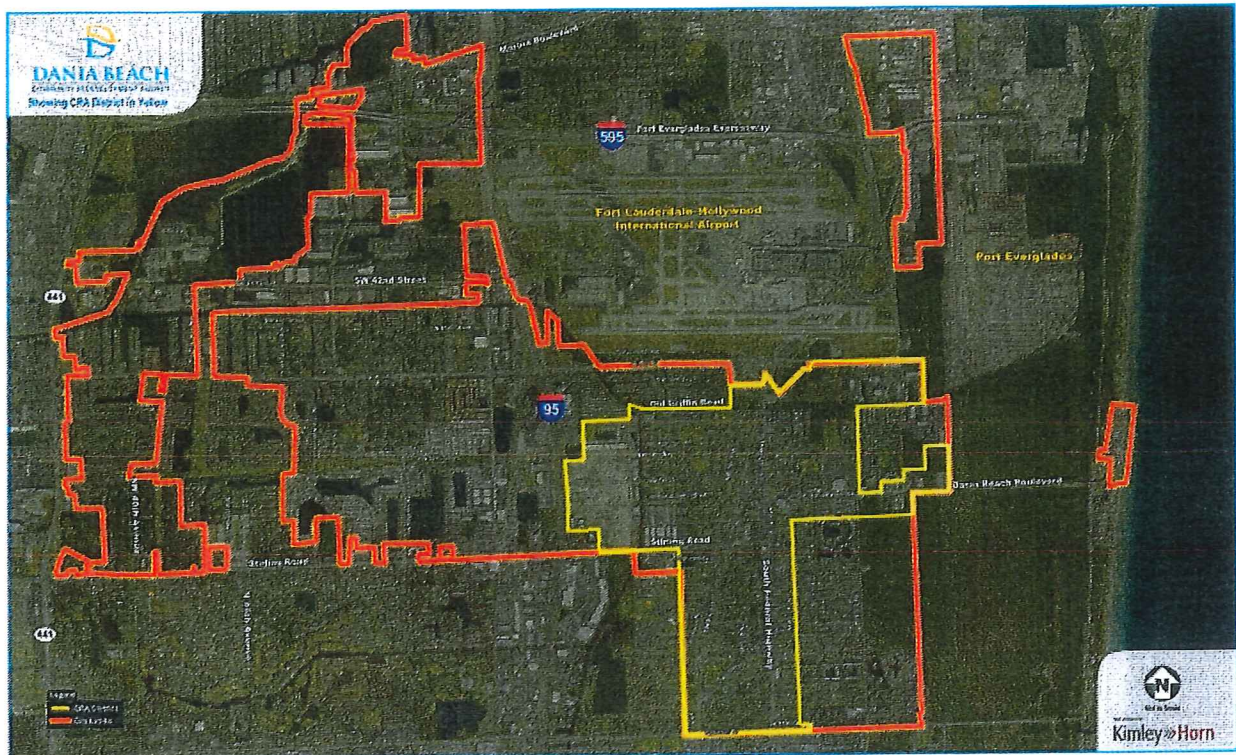
CDBG funds will be used to fabricate and install the wayfinding signs. For this project, the City will fund the design and project management.



Figure A1 – Wayfaring Sign



Attachment B – CRA – Eligible area



Attachment B – census tract information

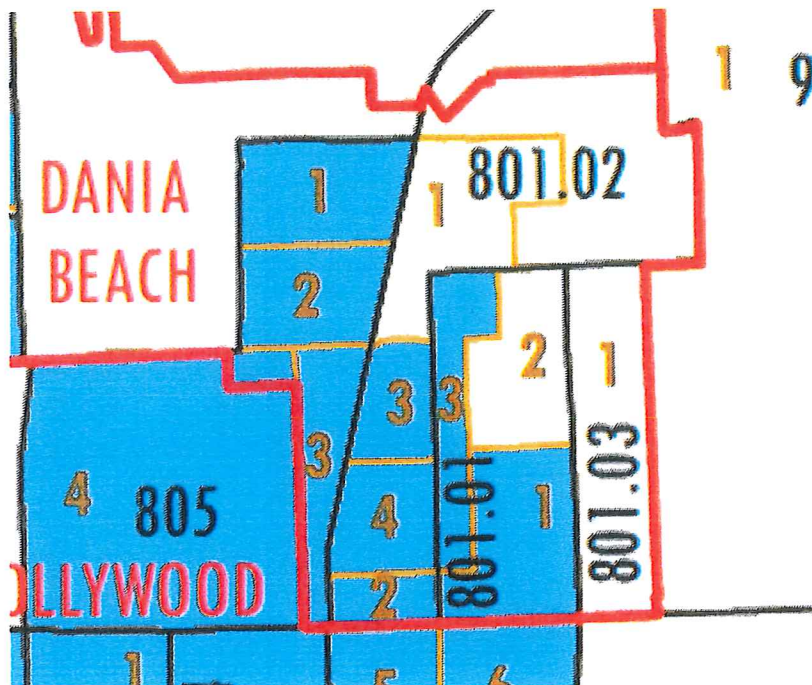
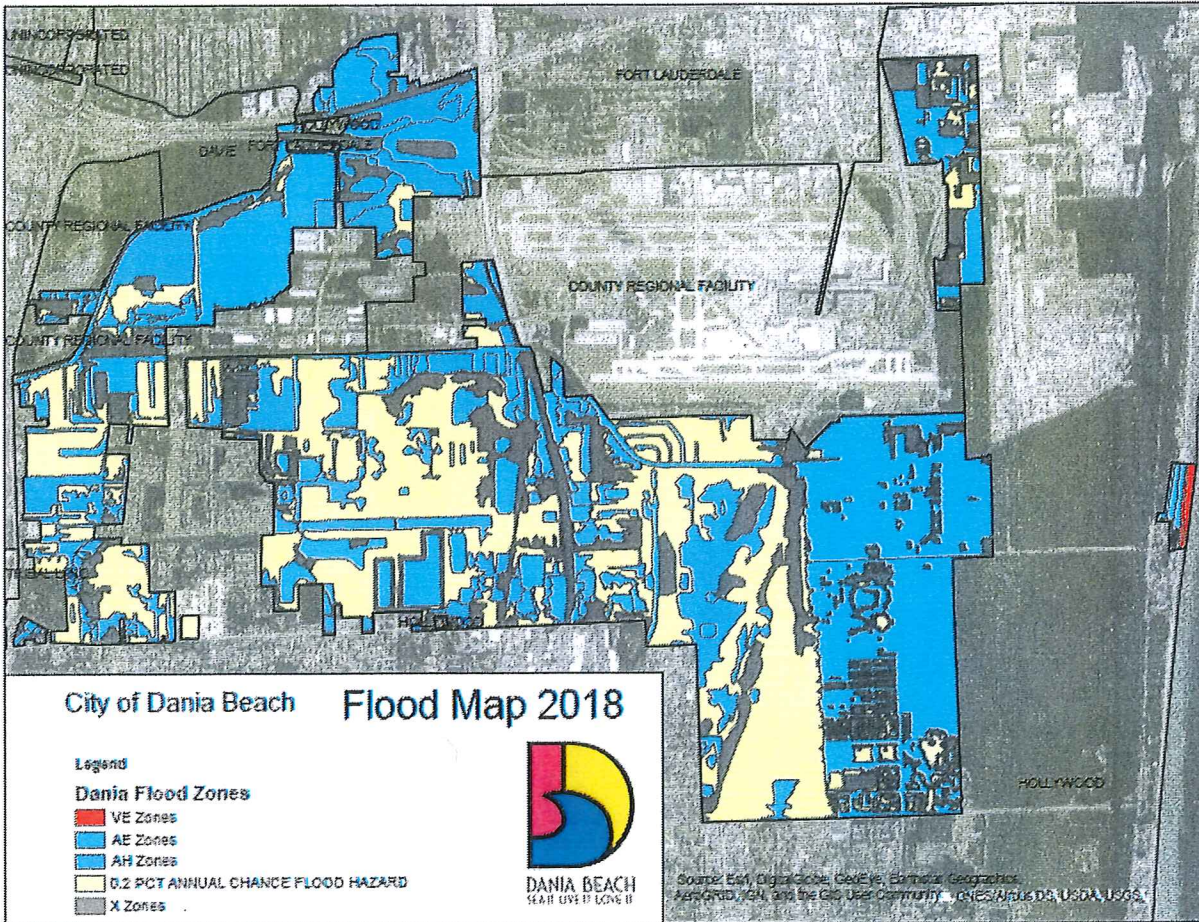


Table 1 Census Tract and Block Information

TRACT	BLKGRP	LOWMOD	LOWMODUNIV	LOWMODPCT
80101	1	1360	2520	53.97%
80101	2	445	1355	32.84%
80101	3	645	1050	61.43%
80500	1	805	975	82.56%
80500	2	1105	1400	78.93%
80500	3	730	1190	61.34%

Attachment D – Flood Plain Map



For more specific information, please contact Colin Donnelly, CIP and Grants Administrator, 1200 Stirling Road, Dania Beach, Florida, 33004, (954) 924-6808 ext. 3618.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, TO PROVIDE COST SHARE SUPPORT OF A COUNTY-WIDE WATER CONSERVATION INITIATIVE CALLED THE NATURESCAPE IRRIGATION EVALUATION PROGRAM TO BE IMPLEMENTED WITHIN A DESIGNATED WATER UTILITY SERVICE AREA AND AUTHORIZING BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED AS PART OF LANDSCAPE AND IRRIGATION SYSTEM EVALUATIONS, IN AN AMOUNT NOT TO EXCEED FIFTY-SEVEN THOUSAND EIGHT HUNDRED DOLLARS AND THIRTY EIGHT CENTS (\$57,800.38) OVER THE NEXT FIVE (5) YEARS; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.
(Public Services)

Purchasing Requests ONLY

Dept:

Acct #:

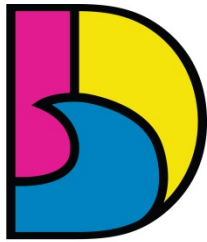
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

20-0428_C Agenda Cover MEMO BC NatureScape ILA Cost Share v4 (4) (1), R-2020- BC ILA Naturescape Irrigation Evaluation Program, R-2020- BC ILA Naturescape Irrigation Evaluation Program Exhibit A



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: April 28, 2020

TO: Honorable Mayor and Commissioners

VIA: Ana M. Garcia, ICMA- CM, City Manager
Candido Sosa-Cruz, Assistant City Manager

FROM: Fernando J. Rodriguez, Public Services Director
Marjorie G. Craig, PE, Deputy Public Services Director/ City Engineer

**RE: BROWARD COUNTY INTERLOCAL AGREEMENT (ILA) FOR THE NATURESCAPE WATER
CONSERVATION PROGRAM INCLUDING COST SHARE FOR IRRIGATION SYSTEM EVALUATIONS**

Request

The Public Services Department (PSD) requests approval to enter into an ILA with Broward County (County) to provide cost share support of the NatureScape program, which conducts water audits for landscape irrigation systems to help customers optimize potable water used for landscape irrigation. This agreement supports water conservation efforts not only important to environmental resiliency, but also in support of our water use permit with the South Florida Water Management District (SFWMD).

The new agreement under consideration modifies the annual cost, extends the agreement for five years, and replaces the original one executed in 2014. The annual cost to PSD will start at \$8,250 (for year 1, Broward County has a grant from the SFWMD to cover the \$3500 in rebates; they will continue to apply for this grant but for purposes of the agreement, we can't and haven't assumed that the grant will be awarded every year) and have an escalator of 3% per year for four additional years for a total five-year cost of \$57,800.38.

Background

On February 24, 2015, the City entered into a five year ILA with the County for cost share support of water use evaluations for landscape irrigation systems of commercial property. The cost to the City over five years was for a not-to-exceed amount of \$16,681. This contract did not cover the total cost of the program to Broward County, and did not include residential irrigation evaluations, which typically include a rebate incentive, provided by the SFWMD or by the local government.

Under consideration is a new ILA with the County for the NatureScape program, which modifies the rates for services to cover the actual costs and increases our commitment to conserving potable water used for irrigation by adding a residential irrigation evaluation and rebate component. These programs are a great value to the municipalities, and far less costly than contracting with our own mobile irrigation lab and contract staff.

The agreement is for one year with four automatic one-year renewal options with a 3% cost escalator per year. Either party can cancel the new ILA by notification 180 days before expiration of each renewal period.

The City's portion to fund this program will come from our FY20 proposed budget. In addition, the County has established an optional residential irrigation rebate program, for which the County received a grant from the SFWMD.

\continued...

**RE: BROWARD COUNTY INTERLOCAL AGREEMENT (ILA) FOR THE NATURESCAPE WATER CONSERVATION PROGRAM INCLUDING COST SHARE FOR IRRIGATION SYSTEM EVALUATIONS**

- 1. COMMERCIAL IRRIGATION EVALUATIONS:** The cost to Dania Beach for commercial irrigation evaluations will be as follows:

Dania Beach	Base Cost	Initial Evaluations	Follow up	Additional Evaluations	Total Year 1	Total Year 2	Total Year 3	Total Year 4	Total Year 5
From Exhibit B Commercial Evaluations**	\$3,000	3	3	1	\$4,250.00	\$4,377.50	\$4,508.83	\$4,644.09	\$4,783.41
TOTAL FIVE-YEAR COST FOR COMMERCIAL IRRIGATION EVALUATIONS: \$22,563.83									

** The totals include the \$3,000 base cost plus an additional \$1,250 for each additional evaluation. Years 2-5 include a 3% cost escalator per year. Additional evaluations may be either an initial evaluation or follow-up evaluation.

- 2. RESIDENTIAL IRRIGATION EVALUATIONS:** The cost to Dania Beach for residential irrigation evaluations will be as follows (new component, has been in demand across the county):

Dania Beach	Base Cost	Rebates	Total Year 1	Total Year 2	Total Year 3	Total Year 4	Total Year 5
From Exhibit C Residential Rebate***	\$4,000.00	\$3,500.00	\$4,000.00	\$7,620.00	\$7,743.60	\$7,870.91	\$8,002.04
TOTAL FIVE-YEAR COST FOR RESIDENTIAL IRRIGATION EVALUATIONS AND REBATES: \$35,236.55							

*** Includes a 3% per year cost escalator for the base costs. In Year 1, there is a grant from SFWMD to cover the \$3,500 in rebates

- 3. TOTAL ANNUAL AND OVERALL COST FOR COMMERCIAL AND RESIDENTIAL IRRIGATION EVALUATIONS:**

Dania Beach	Total Year 1	Total Year 2	Total Year 3	Total Year 4	Total Year 5	TOTAL 5 YEAR COST
Commercial & Residential Irrigation Evaluations	\$8,250.00*	\$11,997.50	\$12,252.43	\$12,515.00	\$12,785.45	\$57,800.38

Budgetary Impact

The City's anticipated total cost for the five-year agreement based on the cost tables furnished by Broward County will be a total of \$57,800.38. This is the sum of \$22,563.83 for commercial irrigation evaluations and \$35,236.55 for residential irrigation evaluations and rebates, with some residential rebates provided by a grant from the SFWMD. The funds will come from Account # 403-38-01-538-4930 for "Obligations, Permits, and Licenses." For fiscal year 20, the total amount needed is \$8,250, and the account has a balance of \$5,128, so once the agreement is approved, PSD will do a budget transfer of \$3,122 from the Professional Services General Account 403-38-01-538-31-10 which has a current balance of \$90,169.95.

Recommendation

PSD recommends that the City Commission approve the Broward County Interlocal Agreement to provide commercial and residential landscape irrigation audits in support water conservation for the benefit of the environment and in support of our SFWMD water use permit.

RESOLUTION NO. 2020-037

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, TO PROVIDE COST SHARE SUPPORT OF A COUNTY-WIDE WATER CONSERVATION INITIATIVE CALLED THE NATURESCAPE IRRIGATION EVALUATION PROGRAM TO BE IMPLEMENTED WITHIN A DESIGNATED WATER UTILITY SERVICE AREA AND AUTHORIZING BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED AS PART OF LANDSCAPE AND IRRIGATION SYSTEM EVALUATIONS, IN AN AMOUNT NOT TO EXCEED FIFTY-SEVEN THOUSAND, EIGHT HUNDRED DOLLARS AND THIRTY-EIGHT CENTS (\$57,800.38) OVER THE NEXT FIVE (5) YEARS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That the proper City officials are authorized to execute an Interlocal Agreement with Broward County, Florida, a political subdivision of the state of Florida, to provide cost share support of a county-wide water conservation initiative, the NatureScape irrigation evaluation program, a copy of which Agreement is attached as Exhibit "A".

Section 2. That funding for this agreement relates to the City's water conservation efforts mandated by the South Florida Water Management District which requires public water supply utilities and landscape irrigation permittees to develop and implement water conservation plans and programs and therefore, expenses and cost associated with this agreement with Broward County shall be approved by the Public Services Department and shall be paid from available annual budget appropriations in the Water Fund, Contractual Services account #403-38-01-538-49-30.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on April 28, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Agreement between Broward County and the City of Dania Beach, Florida, to Provide Cost Share Support of a NatureScape Irrigation Service Within the Water Utility Service Area and Authorize Broward County to Conduct Specific Technical Activities as Part of Landscape Irrigation System Evaluations.

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and the City of Dania Beach, Florida, a municipal corporation of the State of Florida ("NIS Partner") (collectively referred to as the "Parties").

RECITALS

- A. In 2015, County entered into various interlocal agreements to share the costs of County's NatureScape Irrigation Service ("NIS"). The NIS is intended to conserve water by providing detailed site evaluations and recommendations for producing water savings and water quality improvements through modification in landscape and irrigation system design, maintenance, and operation.
- B. The 2015 interlocal agreements are set to terminate in 2020, and the Parties seek to enter into new, five (5) year cost sharing agreements.
- C. In addition to providing for cost-sharing, County has established an optional Residential Irrigation Rebate Program ("RIR Program") through which County will facilitate rebates to residents within participating NIS Partners' water service area.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **City Manager** means the manager or administrator, whichever is applicable, that is the chief executive officer of NIS Partner.
- 1.3. **Contract Administrator** means the Director of the Broward County Environmental Planning and Community Resilience Division, or such other person designated by same in writing.
- 1.4. **Services** mean all work required under this Agreement, including, without limitation, all deliverables, consulting, training, project management, or other Services specified in Exhibit A.

ARTICLE 2. SCOPE OF SERVICES

2.1. County shall perform all County obligations identified in this Agreement including, without limitation, County Responsibilities specified in Exhibit A (the “Scope of Services”), except that County shall have no obligation to perform any Services under the RIR Program if NIS Partner does not elect to participate in the RIR Program or if NIS Partner withdraws from the RIR Program after having previously agreed to participate in it.

2.2. NIS Partner agrees to perform all NIS Partner obligations identified in this Agreement including, without limitation, the NIS Partner Responsibilities specified in the Scope of Services outlined in Exhibit A, except that NIS Partner shall have no obligation to perform any Services under the RIR Program if NIS Partner does not elect to participate in the RIR Program or if NIS Partner withdraws from the RIR Program after having agreed to participate in it.

2.3. The Scope of Services is a description of the Parties’ obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by either party impractical, illogical, or unconscionable.

2.4. RIR Program. NIS Partner may optionally participate in the RIR Program. The Services to be provided as part of the RIR Program are further identified in Exhibit A of this Agreement under the heading RIR PROGRAM.

2.4.1. Unless the amount provided in Exhibit C is zero dollars (\$0), NIS Partner agrees to participate in the RIR Program. If the amount in Exhibit C is zero dollars (\$0), NIS Partner may later elect to participate in the RIR program. To participate, City Manager shall submit to County, in the manner required by the NOTICES section, a statement that NIS Partner wishes to participate in the RIR Program and the NIS Partner’s desired not-to-exceed amount. Such not-to-exceed amount shall include at least \$4,000 for the base fee and such amount NIS Partner wishes to offer in rebates. County may, through its Contract Administrator, provide written notice of its refusal to perform under the RIR Program within thirty (30) days after receipt of the participation request. County’s refusal shall not terminate the remainder of this Agreement.

2.4.2. NIS Partner may change the not-to-exceed amount (whether that amount is established by Exhibit C or a subsequent notice under Section 2.4.1) for rebates with at least thirty (30) days’ notice to County before the change becomes effective. If such notice reduces the not-to-exceed amount for rebates, County shall cease to accept applications from NIS Partner residents seeking to participate in the RIR Program if the residents’ participation would be in excess of the new not-to-exceed amount. However, decreasing the number of rebates shall not relieve NIS Partner of its obligation to compensate County for any rebates actually provided prior to the effective date of termination of this Agreement or prior to any notice of change pursuant to this section.

2.4.3. By participating in the RIR Program, NIS Partner acknowledges that County is responsible for administering the program. County shall make good faith efforts to consult with NIS Partner regarding the promotion and administration of the RIR Program. Except as otherwise provided, all decisions, including, without limitation, whether to offer a rebate on an individual basis, the manner by which County promotes the RIR Program, what rebates to offer, and the amount of the rebate shall be made in County's sole discretion.

2.5. NIS Partner acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement except as expressly set forth in this Agreement or, to the extent applicable, set forth in the Broward County Procurement Code.

2.6. NIS Program Brand. County, in consultation with all NIS Partners, shall develop a single brand for use in promoting the programs covered under this Agreement (the "NIS Program Brand"). Upon its approval by the Contract Administrator, the NIS Program Brand shall be the brand used on all materials, including websites, promotional materials, and correspondence associated with this Agreement, including the RIR Program, if applicable.

2.6.1. County shall own the NIS Program Brand and all derivatives. County shall register the NIS Program Brand as a trademark, tradename, fictitious name, or service mark, as applicable.

2.6.2. Once approved, NIS Partner shall have a nonexclusive license to use the NIS Program Brand and derivatives on materials governed by this Agreement, including websites, promotional materials, and correspondence for the duration of this Agreement.

2.6.3. Nothing in this subpart shall be interpreted to prohibit either party from using their own logos and brand on matters and materials not covered by this Agreement.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1. Term. The term of this Agreement shall begin on April 13, 2020 ("Effective Date") and shall end at 11:59 p.m. on April 12, 2025 ("Initial Term"). All site selections, duties, obligations, and responsibilities of the Parties required by this Agreement shall be completed no later than 11:59 p.m. on April 12, 2025.

3.2. Fiscal Year. The continuation of this Agreement beyond the end of either Party's fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapters 129 and 166, Florida Statutes, whichever is applicable.

ARTICLE 4. COMPENSATION

4.1. County and NIS Partner agree to perform the NIS Program Services set forth in Section 2.1. and 2.2. at a cost to NIS Partner of the total yearly amount specified in Exhibit B. County shall have the option to refuse to perform any additional evaluations and may notify NIS Partner

in writing of this fact. If County elects to not perform an additional evaluation, NIS Partner shall not be invoiced for that additional evaluation.

4.2. If NIS Partner elects to participate in the RIR Program, County will make a good faith effort to distribute as many rebates as possible within the designated amount identified in Exhibit C or in the amount contained in NIS Partner's written notice to County pursuant to Section 2.4.1 of this Agreement, whichever is applicable. NIS Partner shall be invoiced for the actual amount of money distributed as rebates within NIS Partner's water service area. NIS Partner acknowledges that since rebate amounts vary per program guidelines, the number of rebates provided will depend on the amount of each rebate actually given per program guidelines.

4.3. County may submit invoices on an annual basis starting one (1) year following the effective date of this agreement for work actually performed and, if NIS Partner participates in the RIR Program, for the final amount distributed as rebates. NIS Partner shall pay County within forty-five (45) days following receipt of County's invoice and as otherwise provided by Chapter 218, Florida Statutes. County may submit the final invoice up to sixty (60) days following the Initial Term of this Agreement.

4.4. Payments shall be made to County at:

NatureScape Irrigation Services
Broward County Environmental Planning and Community Resilience Division
115 S Andrews Ave. Room 329H
Fort Lauderdale, FL 33324

ARTICLE 5. INSURANCE

5.1. The Parties are entities subject to Section 768.28, Florida Statutes, and shall furnish the other party with written verification of liability protection in accordance with state law upon request by a party subject to this Agreement.

ARTICLE 6. EEO COMPLIANCE

6.1 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, gender identity and expression, or veteran or service member status in the performance of this Agreement. Failure by any party to carry out any of the requirements of this section shall constitute a material breach of this Agreement, which shall permit the other party to terminate this Agreement or to exercise any other remedy provided under applicable law, all such remedies being cumulative.

ARTICLE 7. TERMINATION

7.1. This Agreement may be terminated for cause by an aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Parties' respective boards or commissions. Termination for convenience shall be effective on the termination date stated in the written notice provided pursuant to the NOTICES section, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator or the City Manager upon such notice as the County Administrator or the City Manager deems appropriate under the circumstances in the event the County Administrator or the City Manager determines that termination is necessary to protect the public health, safety, or welfare. If County or NIS Partner 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 is provided.

7.2. Notice of termination shall be provided in accordance with the NOTICES section of this Agreement except that notice of termination by the County Administrator or the City Manager, which the County Administrator or City Manager 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.

7.3. In the event this Agreement is terminated for convenience by County or NIS Partner, any Services properly performed under the Agreement through the termination date specified in the written notice of termination shall be paid. County and NIS Partner acknowledge that each has received good, valuable, and sufficient consideration from the other Party, in exchange for the right to terminate this Agreement for convenience.

7.4. Either party may withdraw from the RIR Program without terminating the remainder of this Agreement by providing notice of its intent in accordance with the NOTICES section of this Agreement. Such notice shall take effect not later than thirty (30) days after the date of such written notice. In the event either party withdraws from the RIR Program, any Services performed by County under the RIR Program prior to the notice's effective date shall be included in County's annual invoice as set forth in Section 4.3 of this Agreement.

ARTICLE 8. MISCELLANEOUS

8.1. Rights in Documents and Work. Any and all reports, photographs, surveys, and documents created by County in connection with performing Services under this Agreement shall be owned by County. If a copyright, trademark, service mark, or similar claim of rights is claimed by County, County grants NIS Partner a non-exclusive license to use the copyrighted item(s) 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 documents prepared by County, whether finished or unfinished, shall remain County's property, and, if in

the possession of NIS Partner, shall be delivered by NIS Partner to the Contract Administrator within seven (7) days after termination of this Agreement by either party.

8.2. Public Records. The Parties are public agencies subject to Chapter 119, Florida Statutes. To the extent subcontractors are used in the performance of this Agreement, the subcontractor agreement shall contain language pursuant to Section 119.0701, Florida Statutes.

8.3. Independent Contractor. The Parties are independent contractors under this Agreement. In providing Services under this Agreement, neither party nor its agents shall act as officers, servants, employees, or agents of the other party. Neither of the Parties shall have the right to bind the other party to any obligation not expressly undertaken under this Agreement.

8.4. Regulatory Capacity. Notwithstanding the fact that the Parties are political subdivisions and/or municipal corporations with certain regulatory authority, the Parties' performance under this Agreement is as a party to this Agreement. In the event the Parties exercise their regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to Parties' regulatory authority as governmental bodies separate and apart from this Agreement, and shall not be attributable in any manner to County or NIS Partner as a party to this Agreement.

8.5. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of the Parties' sovereign immunity nor shall anything included herein be construed as consent by the Parties to be sued by third parties in any matter arising out of this Agreement. Parties are political subdivisions as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their respective employees pursuant to Section 768.28, Florida Statutes, as amended. This section shall survive the termination of all performance or obligation under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

8.6. Third-Party Beneficiaries. Neither NIS Partner 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 that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.7. 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, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing, hand delivery, or commercial overnight delivery (provided the contemporaneous e-mail is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Environmental Planning and Community Resilience
Attn: Stefanie Chicko
Governmental Center, Room 329H
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: schicko@broward.org

FOR NIS Partner:

City of Dania Beach Public Services Department
Deputy Public Services Director/ City Engineer
Attn: Marjorie Craig
1201 Stirling Road
Dania Beach, FL 33004

8.8. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator and NIS Partner's City Manager. Except for subcontracting approved by County and NIS Manager in advance, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered without the prior written consent of the Parties. If any party violates this provision, any other party shall have the right to immediately terminate this Agreement.

8.9. 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. Each of the Parties' 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.

8.10. Compliance with Laws. The Parties shall comply with all applicable federal, State of Florida, and local laws, codes, ordinances, rules, and regulations in performing their duties, responsibilities, and obligations pursuant to this Agreement.

8.11. 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.

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

8.13. Interpretation. The titles and 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. Any reference to “days” means calendar days, unless otherwise expressly stated.

8.14. 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 8 of this Agreement, the provisions contained in Articles 1 through 8 shall prevail and be given effect.

8.15. 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, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS THE PARTIES MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

8.16. Amendments. 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 County and NIS Partner or others delegated authority or otherwise authorized to execute same on their behalf.

8.17. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter 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.

8.18. Payable Interest

8.18.1. Payment of Interest. Each of the Parties shall not be liable to pay any interest to the other Party for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof each of the Parties waive, reject, disclaim, and surrender 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.

8.18.2. 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 either of the Parties 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).

8.19. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

8.20. 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.

8.21. Use of Parties' Logo. NIS Partner shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County. This section does not limit NIS Partner's use of the NIS Program Brand pursuant to Sections 2.6 and 8.1. County shall not use NIS Partner's city seal or official city logo except as permitted in writing by NIS Partner or applicable city ordinance.

8.22. 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.

8.23. Contingency Fee. Each of the Parties represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for a party, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

8.24. 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, or 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 other party. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the ____ day of _____, 20__, and NIS Partner, signing by and through its Mayor duly authorized to execute same.

COUNTY

ATTEST:

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
_____ day of _____, 20__

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

By: _____
Joseph K. Jarone (Date)
Assistant County Attorney

By: _____
Michael C. Owens (Date)
Senior County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF DANIA BEACH, FLORIDA, TO
PROVIDE COST SHARE SUPPORT OF A NATURESCAPE IRRIGATION SERVICE WITHIN THE WATER
UTILITY SERVICE AREA AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL
ACTIVITIES AS PART OF LANDSCAPE AND IRRIGATION SYSTEM EVALUATIONS

NIS PARTNER

ATTEST:

CITY OF DANIA BEACH

Signature

By: _____
Authorized Signor

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

Signature

_____ day of _____, 20____

THOMAS J. ANSBRO
CITY ATTORNEY

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

Exhibit A

SCOPE OF SERVICES

Broward County

NatureScape Irrigation Services and Residential Irrigation Rebate Program

1. INTRODUCTION

Water plays a critical role in South Florida and will continue to directly influence the future sustainability of Broward County's economy, environment, and quality of life. Future water demands will continue to be influenced by population growth, rates of per capita consumption, and variable climatologic conditions.

In 2005, Broward County and twenty-two (22) municipal and water utility partners collaborated in the launching of a NatureScape Irrigation Service ("NIS"), a local variation of a Mobile Irrigation Laboratory ("MIL") designed to provide users with a detailed site evaluation and recommendations for achieving water savings and water quality improvements through modifications in landscape and irrigation system design, maintenance, and operation. The initial program has continued on five-year cycles to the present with minor variation in partner participation. The NIS has helped local partners to achieve more than 1.6 billion gallons in water savings since 2005.

The overall objective of the NIS Program is to further water conservation strategies in support of consumptive use permit requirements and achieve water quality improvements as part of the United States Environmental Protection Agency's National Pollutant Discharge Elimination System permitting program. As with similar programs, NIS seeks to encourage municipalities, residents, and businesses in Broward County to adopt an enduring water conservation ethic that supports long-term water resource sustainability and to achieve permanent and measurable water savings through repair and upgrade of irrigation system components and through proper management of those systems.

There are two (2) principal components to this Scope:

- Irrigation system efficiency inspections on larger municipal and commercial sites as identified by partner agencies ("NIS Partners") or the Broward County ("County") ("NIS Program"). NIS program staff to identify operational efficiencies, maintenance concerns and potential upgrades of system components to achieve increased water use efficiency.
- Residential Irrigation Rebate Program ("RIR Program") that provides irrigation system efficiency inspections and water conservation education to residents of partner municipalities and offers rebates to offset initial costs incurred in upgrading specified

water-efficient irrigation system components. The RIR Program is optional and will only be activated with express consent of NIS Partner and County.

The two principal components of the Scope shall be referred to as the “Program”

2. SCOPE OF SERVICES

The Scope of Services in support of this Partnership Agreement is undertaken through the following series of tasks.

2.1 COUNTY RESPONSIBILITIES

A. ADMINISTRATION OF THE PROGRAM

1. Provide overall administration of the Agreement. Except as otherwise provided, administration of the Program will be left to the sole discretion of County.
2. Coordinate at least one (1) meeting annually with NIS Partner and other partners (those entities listed in Exhibit B) to present annual program achievements, review administrative or logistical program issues, and consider new program promotions and opportunities for improvement.
3. Provide reports to NIS Partner and other partners as requested on inspection results, rebate expenditures, and water savings. An annual report will outline the performance of the Program and the status of goals and objectives. The report will include a list of sites inspected and water savings. The report will also address any unanticipated delays and issues that necessitate modification of the Program. County will provide the annual report within 30 days following the completion of each Program year (from April 13 through April 12 of the subsequent year).
4. Optionally seek additional funds and support from local, state, and national sources including, but not limited to, SFWMD’s Local Cooperative Funding Program, Water Sense Partnership (EPA), and local groups. In addition, County may solicit support from sponsors through County’s Advantage Marketing program. Funds obtained from additional sources may be used to provide additional inspections or rebates, or to offset other costs at County’s discretion.

B. NIS PROGRAM

1. Perform at least six (6) evaluations, which include three (3) original and three (3) follow up, per year on properties selected in coordination with NIS Partner and located within the water service area of NIS Partner. If

Exhibit B states that NIS Partner shall receive additional evaluations, County shall perform such additional evaluations. An additional evaluation shall be either an original (i.e., initial) or follow-up evaluation, at NIS Partner's election.

2. Evaluations will be performed by a County staff person with training in irrigation system design and operation, expertise in landscape best management practices, and with permission and participation of the property owner/manager. The initial evaluation will serve to assess current rates of water consumption as a function of existing landscape design and maintenance and be based on the existing irrigation system's condition and standard operation.
3. Provide, following the initial evaluation, the property owner/manager with specific written recommendations for reducing total irrigation demands and increasing irrigation system efficiency through appropriate modifications in the landscape design, as well as irrigation system maintenance and operation. County will provide the property owner/manager a summary of the results of the evaluation in a site report and include the results in the annual program report. The site report will include a description of the irrigation system and site, a list of recommended improvements, and a summary of current water consumption, potential water savings, and water savings realized as a result of the initial evaluation.
4. Conduct follow up evaluations of sites inspected no more than three (3) months after the initial evaluation. Follow up evaluations will consist of an assessment of the degree to which the site-specific recommendations have been implemented and quantification of the water savings achieved as a result of the recommended improvements.
5. Identify and coordinate property owners/managers interested in pursuing NatureScape Certification as part of the NIS evaluation. For interested property owners/managers, County will provide expert assistance in developing a Florida Friendly Landscape™ in order to meet the NatureScape Broward certification criteria. Properties implementing an NIS evaluation and Florida Friendly Landscape recommendations are eligible for certification as NatureScape properties.
6. Conduct additional NIS site evaluations within each service area for NIS Partners that have elected to fund them. These additional NIS evaluation sites may be selected at the discretion of County in coordination with NIS Partner.

7. Prepare a five-year summary of the program accomplishments prior to conclusion of the five-year term, including:
 - a. Total number and location of properties evaluated;
 - b. Analysis of potential versus actual water savings achieved as a result of the NIS Program;
 - c. Discussion of achieved improvements in landscape practices with consideration of water quality implications;
 - d. Identification of properties certified as meeting NatureScape Broward criteria a result of the NIS Program; and
 - e. Assessment of the overall performance of the NIS Program.

C. RIR PROGRAM

1. Issue rebates, as funded by NIS Partner, to residents that purchase and install specified water-saving measures including, but not limited to, adjustment of irrigation timing, zoning, head type and/or placement; and upgrades to irrigation system components such as valves, heads, timers, and sensing devices.
2. Maintain a list of currently approved cost-saving measures along with the rebate amount being offered and provide the current, accurate list to NIS Partner upon request.
3. Periodically assess available water-saving measures to be used for rebates to ensure the RIR Program stays current with technology and standards.
4. Adopt forms and documentation for use by residents who wish to request a rebate. County will design such forms in consultation with NIS Partner, but approval of such forms shall be at the discretion of County.
5. Periodically make a good faith effort to communicate the availability of the rebate program to residents within NIS Partner's water service area, including all necessary qualifications. This will include at a minimum, one (1) promotional campaign within NIS Partner's water service area per RIR Program year.
6. In any RIR Program year in which rebate funds are exhausted before the final quarter, County will submit notice to NIS Partner and cease performance on the RIR Program until additional funds become available.

2.2 NIS PARTNER RESPONSIBILITIES:

A. ADMINISTRATION OF THE PROGRAM

1. Provide one Point of Contact to coordinate with County on matters pertaining to this Agreement and inform County in writing within thirty (30) days after a change in Point of Contact.
2. Participate in Program meetings and provide comments within thirty (30) days after request on programmatic matters. Following such thirty (30) day period, County may assume NIS Partner has no comments if none have been provided.
3. Provide County with a list of at least three (3) properties within its water service area to be potential targets for the NIS Program and coordinate with County to identify appropriate properties within thirty (30) days of the start of each program year under this agreement.
4. Coordinate with County to:
 - A. Identify and contact site managers of properties to be inspected under the NIS Program.
 - B. Coordinate access to properties to be inspected under the NIS Program.
 - C. Follow up with site managers to encourage improvements and repairs as identified in the inspection report.
 - D. Promote the NIS Program and, if participating, the RIR Program.
5. Inform County in writing no later than the start of the fourth (4th) quarter of each Program year of any increases or decreases in the amount of additional NIS Program inspections and/or RIR Program rebates for the upcoming program year.

Exhibit B – Cost Schedule

NIS Partner	Initial	Follow up	Base Cost	Additional Evaluations ⁺	Total Year 1*	Total Year 2*	Total Year 3*	Total Year 4*	Total Year 5*
Coconut Creek	3	3	\$3,000.00	1	\$4,250.00	\$4,377.50	\$4,508.83	\$4,644.09	\$4,783.41
Cooper City	3	3	\$3,000.00	0	\$3,000.00	\$3,090.00	\$3,182.70	\$3,278.18	\$3,376.53
Coral Springs	3	3	\$3,000.00	3	\$6,750.00	\$6,952.50	\$7,161.08	\$7,375.91	\$7,597.18
Coral Springs Improvement District	3	3	\$3,000.00	0	\$3,000.00	\$3,090.00	\$3,182.70	\$3,278.18	\$3,376.53
Dania Beach	3	3	\$3,000.00	1	\$4,250.00	\$4,377.50	\$4,508.83	\$4,644.09	\$4,783.41
Davie	3	3	\$3,000.00	1	\$4,250.00	\$4,377.50	\$4,508.83	\$4,644.09	\$4,783.41
Deerfield Beach	3	3	\$3,000.00	2	\$5,500.00	\$5,665.00	\$5,834.95	\$6,010.00	\$6,190.30
Fort Lauderdale	3	3	\$3,000.00	9	\$13,350.00	\$13,750.50	\$14,163.02	\$14,587.91	\$15,025.54
Hallandale Beach	3	3	\$3,000.00	0	\$3,000.00	\$3,090.00	\$3,182.70	\$3,278.18	\$3,376.53
Hollywood	3	3	\$3,000.00	6	\$10,500.00	\$10,815.00	\$11,139.45	\$11,473.63	\$11,817.84
Margate	3	3	\$3,000.00	2	\$5,500.00	\$5,665.00	\$5,834.95	\$6,010.00	\$6,190.30
Miramar	3	3	\$3,000.00	4	\$8,000.00	\$8,240.00	\$8,487.20	\$8,741.82	\$9,004.07
North Lauderdale	3	3	\$3,000.00	2	\$5,500.00	\$5,665.00	\$5,834.95	\$6,010.00	\$6,190.30
Oakland Park	3	3	\$3,000.00	1	\$4,250.00	\$4,377.50	\$4,508.83	\$4,644.09	\$4,783.41
Pembroke Pines	3	3	\$3,000.00	6	\$10,500.00	\$10,815.00	\$11,139.45	\$11,473.63	\$11,817.84
Plantation	3	3	\$3,000.00	4	\$8,000.00	\$8,240.00	\$8,487.20	\$8,741.82	\$9,004.07
Pompano Beach	3	3	\$3,000.00	4	\$8,000.00	\$8,240.00	\$8,487.20	\$8,741.82	\$9,004.07
Sunrise	3	3	\$3,000.00	5	\$9,250.00	\$9,527.50	\$9,813.33	\$10,107.72	\$10,410.96

*The totals include the \$3,000 base cost plus an additional \$1,250 per each additional evaluation. Years 2-5 include a 3% cost escalator per year.

⁺Additional Evaluations may be either an initial evaluation or follow-up evaluation.

Exhibit C –Cost Schedule

Residential Irrigation Rebate Program							
NIS Partner	Base Cost	Rebates	Total Year 1	Total Year 2*	Total Year 3*	Total Year 4*	Total Year 5*
Coconut Creek	\$4,000.00	\$4,500.00	\$4,000.00	\$8,620.00	\$8,743.60	\$8,870.91	\$9,002.04
Cooper City	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Coral Springs	\$4,000.00	\$4,500.00	\$4,000.00	\$8,620.00	\$8,743.60	\$8,870.91	\$9,002.04
Coral Springs Improvement District	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Dania Beach	\$4,000.00	\$3,500.00	\$4,000.00	\$5,120.00	\$5,243.60	\$5,370.91	\$5,502.04
Davie	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Deerfield Beach	\$4,000.00	\$4,500.00	\$4,000.00	\$8,620.00	\$8,743.60	\$8,870.91	\$9,002.04
Fort Lauderdale	\$4,000.00	\$7,500.00	\$4,000.00	\$11,620.00	\$11,743.60	\$11,870.91	\$12,002.04
Hallandale Beach	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Hollywood	\$4,000.00	\$6,500.00	\$4,000.00	\$10,620.00	\$10,743.60	\$10,870.91	\$11,002.04
Margate	\$4,000.00	\$4,500.00	\$4,000.00	\$8,620.00	\$8,743.60	\$8,870.91	\$9,002.04
Miramar	\$4,000.00	\$5,500.00	\$4,000.00	\$9,620.00	\$9,743.60	\$9,870.91	\$10,002.04
North Lauderdale	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Oakland Park	\$4,000.00	\$3,500.00	\$4,000.00	\$7,620.00	\$7,743.60	\$7,870.91	\$8,002.04
Pembroke Pines	\$4,000.00	\$6,500.00	\$4,000.00	\$10,620.00	\$10,743.60	\$10,870.91	\$11,002.04
Plantation	\$4,000.00	\$5,500.00	\$4,000.00	\$9,620.00	\$9,743.60	\$9,870.91	\$10,002.04
Pompano Beach	\$4,000.00	\$5,500.00	\$4,000.00	\$9,620.00	\$9,743.60	\$9,870.91	\$10,002.04
Sunrise	\$4,000.00	\$5,000.00	\$4,000.00	\$9,120.00	\$9,243.60	\$9,370.91	\$9,502.04

*Includes a 3% per year cost escalator for the base costs.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING APPROVAL TO DECLARE SURPLUS CERTAIN VEHICLES AND EQUIPMENT THAT ARE NO LONGER USEFUL TO THE CITY; DECLARING THE INTENT OF THE CITY TO DISPOSE OF THE VEHICLES AND EQUIPMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Purchasing Requests ONLY

Dept:

Acct #:

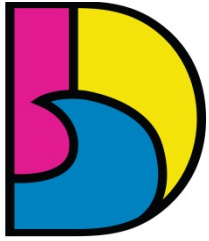
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

COMM-MEMO -AUCTION SURPLUS VEHICLES FY20-revFJR (3), R-2020- Vehicle and Equipment Surplus and Auction Declaration, R-2020- Vehicle and Equipment Surplus and Auction Declaration Exhibit A



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: April 28, 2020

TO: Honorable Mayor and Commissioners

VIA: Ana M. Garcia, ICMA- CM, City Manager

FROM: Fernando Rodriguez, Public Services Director

RE: APPROVAL TO USE THE ROYAL AUCTION GROUP, INC. TO SURPLUS VEHICLES AND EQUIPMENT

Request

Public Services is requesting City Commission approval to use auctioneer services with the Royal Auction Group, Inc. to liquidate the City's surplus vehicles and heavy equipment inventory. The pre-negotiated and approved contract will cover all costs associated at the buyer's expense.

Background

The City Commission approved Resolution 2019 -170 on July 30, 2019, authorizing the City to enter an agreement with the Royal Auction Group, Inc. utilizing the City of Fort Lauderdale's Contract No. RFP# 875-12011 valid through December 4, 2020, with two (2) additional optional one-year renewals. This allows the city to pursue periodic auctions of accumulated vehicles and equipment.

The Royal Auction Group, Inc. provides removal, transportation, and storage of assets during the auction process. In addition, the Royal Auction Group, Inc. provides an online list of live onsite bidding, allowing optimal exposure to potential buyers while limiting liability to the City during the inspection period of the auction. The Royal Auction Group successfully administered the city's first auction in several years in the fall of 2019.

Exhibit A provides the City Agreement with the Royal Auction Group, Inc. and the City of Fort Lauderdale Contract No. RFP #875-120411 and the Dania Beach Vehicle and Equipment Asset List.

Budgetary Impact

The Royal Auctioneer Group, Inc. will handle the sale of assets with no negative fiscal impact to the City. Any and all cost will be absorbed by the purchase of the item(s) in the form of a percentage over and above the amount of their purchase.

Recommendation

Public Services is recommending City Commission approval to liquidate the City's surplus vehicles and equipment inventory with the Royal Auction Group, Inc.

RESOLUTION NO. 2020-038

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING APPROVAL TO DECLARE SURPLUS CERTAIN VEHICLES AND EQUIPMENT THAT ARE NO LONGER USEFUL TO THE CITY; DECLARING THE INTENT OF THE CITY TO DISPOSE OF THE VEHICLES AND EQUIPMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Administration has recommended disposal of older and obsolete vehicles and equipment that have been recently replaced by new vehicles and equipment; and

WHEREAS, pursuant to Resolution No. 2019-070, the City Commission approved an Agreement with the Royal Auction Group, Inc., to sell City vehicles and equipment that are no longer useful to the City; a copy of the Agreement is attached as Exhibit “A” and it is incorporated into this Resolution by this reference; and

WHEREAS, utilizing auctioneer services protects the City from liability during asset inspection while offering exposure for sale of assets without negative fiscal impact to the City; and

WHEREAS, all costs will be absorbed by the purchasers of the item in the form of a percentage over and above the amount of their purchase (commonly referred to as a “buyer’s premium);

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

Section 1. That the foregoing “Whereas” clauses are ratified and confirmed as being true and correct and they are made a specific part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission approves the recommendation of City Administration to declare surplus and dispose of vehicles and equipment which are no longer required for City service, and they are therefore declared to be surplus. City surplus vehicles and equipment are as follows:

V.I. N. Number	Year	Make	Model	Unit#
1M0HPXGSACM100473	2012	John Deere	Gator	800
USYAMA1560C707	2007	Yamaha	PWC	803
2FZHATBS23AK35852	2003	Sterling	M7500	609
2FZAAKBV33AK35851	2003	Sterling	M7500	610
1FTRX12W14NB18030	2004	Ford	F-150	601
1FTNF20F93EA63870	2003	Ford	F-250	626
1FVAB3BV83DK21758	2003	Freightliner	FC70	514
JAF0262076	2000	Case	1845c	701
N7F203103	2007	Case	621e	705
5HZBF19222LB22107	2002	Vactor	trailer	N/A
AP150A60991101	N/A	Acme	6'' Pump	809
G03120244	1992	Evinrude	100hp	N/A
G03120230	1992	Evinrude	100hp	N/A
WAS2040259018	N/A	Katolight	D350f354	N/A
tag#121050	N/A	Crosley	Trailer	N/A
92703	N/A	Ames	Trailer	N/A
CTL319109W5009238	N/A	Crosley	Trailer	N/A

Section 3. That the City Manager is authorized by the City Commission to dispose of such property on behalf of the City under the approved City Agreement with the Royal Auction Group, Inc.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on April 28, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

**AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA
AND ROYAL AUCTION GROUP, INC., A FLORIDA CORPORATION,
UTILIZING PRICING FOR AN AGREEMENT UNDER A CITY OF
FORT LAUDERDALE REQUEST FOR PROPOSAL ("RFP") NO. 875-
12011, PRESENTLY EXISTING BETWEEN THE CONTRACTOR AND
THE CITY OF FORT LAUDERDALE FOR AUCTIONEER SERVICES**

This is an Agreement ("Agreement") dated August 13, 2019, between the City of Dania Beach, Florida, a Florida municipal corporation ("City"), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Royal Auction Group, Inc., Florida corporation ("Contractor"), with its principal mailing address of 96 Skyline Drive, Fort Myers, Florida 33903.

In consideration of the mutual covenants, terms and conditions contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

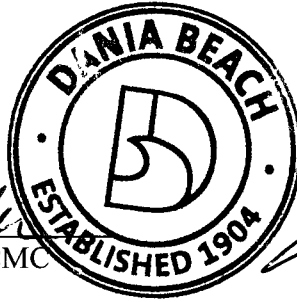
1. The agreement existing between the Contractor and the City of Fort Lauderdale and any amendment(s) to it, under an award by City of Fort Lauderdale of a contract (pursuant to RFP No. 875-12011, copies of which documents are attached as composite Exhibit "A", and made a part of and are incorporated into this Agreement by this reference), shall be considered as part of this Agreement between the City and the Contractor; provided, however, that if Contractor contracts with any other governmental agency in the South Florida area and service rates are lower than those afforded to the City of Fort Lauderdale, or any city in Florida for these same services, then Contractor shall provide such lower service rates to the City.
2. That the term of the Agreement shall be co-extensive with the term of the Fort Lauderdale Agreement, i.e., valid through December 4, 2020 with two additional optional one-year renewals.
3. That in all other respects, the terms of the City of Fort Lauderdale RFP No. 875-12011 and their Agreement with the Contractor applies to this Agreement.

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

ATTEST:

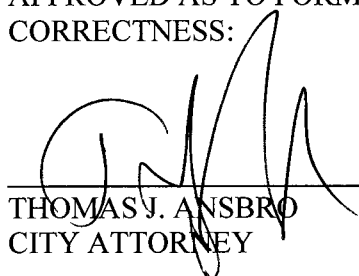

THOMAS SCHNEIDER, CMC
CITY CLERK



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


LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:


THOMAS J. ANSBRO
CITY ATTORNEY


ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

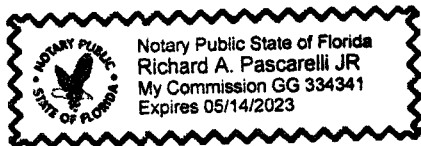
Signature

PRINT Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on August 8th, 2019,
by Brandon Roy, as President of Royal Auction Group, Inc., a
Florida corporation, on behalf of the corporation. He/she is personally known to me or has
produced _____ as identification.

My Commission Expires:



CONTRACTOR:

Royal Auction Group, Inc.
a Florida corporation

Signature

Brandon Roy
PRINT Name

President
Title

Dated: 8/6/19, 2019

Notary Public, State of FLORIDA

Richard Pascarelli
Print Name

**AGREEMENT FOR
AUCTIONEER SERVICES**

THIS AGREEMENT, made this 5th day of December 2017, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301, and **ROYAL AUCTION GROUP, INC.**, a Florida corporation, ("Contractor") whose address is 96 Skyline Drive, Fort Myers, Florida 33903, Phone: 239-936-4121, Email: landauctionservice@gmail.com.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

(1) **Request for Proposals No. 875-12011, Auctioneer Services**, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").

(2) The Contractor's response to the RFP, dated **August 1, 2017** ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement (Form P-0001) dated Dec. 5, 2017, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

I. TERM OF AGREEMENT

The initial contract period shall commence on **December 5, 2017 and shall end on December 4, 2020. The City reserves the right to extend the contract for two additional one-year terms,** providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds

II. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

III. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

IV. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City 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.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the

City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily Injury	\$250,000 each person
	\$500,000 each occurrence
Property Damage	\$100,000 each occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 North Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. 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 City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's 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, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) 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 three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that 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 City 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 Contractor 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.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City'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.

R. Compliance With Laws

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

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other

party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

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 Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. 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.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT

**THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S
OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE,
FLORIDA, 33301, PHONE: 954-828-5002, EMAIL:
PRRCONTRACT@FORTLAUDERDALE.GOV.**

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of 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 (2017), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

ATTEST:

Jeffrey A. Modarelli, City Clerk

CITY OF FORT LAUDERDALE

By: Lee R. Feldman, City Manager

Approved as to form:

Cynthia A. Everett, City Attorney

Assistant City Attorney

WITNESSES:

Anastasiya Andriygar
Print Name

Anastasiya
Signature

Kenzo Macho-awstri
Print Name

Signature

ROYAL AUCTION GROUP, INC.

By: Roy Brandon, President

(CORPORATE SEAL)

STATE OF Florida :
COUNTY OF Lee :

The foregoing instrument was acknowledged before me this 29th day of November, 2017, by Roy Brandon as President for **ROYAL AUCTION GROUP, INC., a Florida corporation.**

(SEAL)



Rachelle Daves
(Signature of Notary Public)
Notary Public, State of Florida

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT B

DEFINED COSTS AND FEES

No Cost to the City of Fort Lauderdale

- Transportation costs to Royal Auction Group of all auction-able items included
- De-indemnification of the vehicle - remove decals and logos.
- Light detail - wash and clean inside.

Fees to the Buyer(s)

- 10% Buyer's Premium - Public Absolute
- 12% Buyer's Premium - On-Line
- Title: \$100
- Administration Fee: \$50
- 3% Credit Card Fee

Solicitation 875-12011

Auctioneer Services

Bid Designation: Public



City of Fort Lauderdale

Bid 875-12011

Auctioneer Services

Bid Number 875-12011

Bid Title Auctioneer Services

Bid Start Date Jul 13, 2017 1:42:49 PM EDT

Bid End Date Aug 3, 2017 2:00:00 PM EDT

Question &

Answer End Jul 27, 2017 7:00:00 AM EDT
Date

Bid Contact Laurie D Platkin

Procurement Specialist II

Finance - Procurement Division

954-~~828~~-5138

lplatkin@fortlauderdale.gov

Description

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide auction services for the City's Public Works Department, Fleet Services program, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

For additional information go to www.BidSync.com

City of Fort Lauderdale
Auctioneer Services
RFP # 875-12011

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide auction services for the City's Public Works Department, Fleet Services program, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.2 Submission Deadline

Sealed proposals shall be delivered during the City's normal business hours in a sealed envelope and addressed to the City of Fort Lauderdale Procurement Services Division, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301 (City Hall) no later than the date and time specified, at which time and place the proposals will be publicly opened and the names of the firms will be read. After the deadline, proposals will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Fort Lauderdale is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the City.

1.3 Pre-proposal Conference and Site Visit

There will not be a pre-bid conference or site visit for this Request for Proposal.

It will be the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.4 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

1.5 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Laurie Platkin at (954) 828-5138 or email at LPlatkin@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim

of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/15) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.4 Proposer's Costs

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

2.5 Pricing/Delivery

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

Contractor must quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

Prices proposed shall be valid for at least One-Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and proposer.

2.6 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed

and usable to the City.

2.7 Related Expenses/Travel Expenses

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

2.8 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.9 Mistakes

The consultant shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

2.10 Acceptance of Proposals / Minor Irregularities

2.10.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

2.10.2 The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.11 Modification of Services

2.11.1 While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

2.11.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.11.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services, and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

2.11.4 If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

2.12 No Exclusive Contract

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.13 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website

http://fortlauderdale.gov/purchasing/AWARDS/CONTRACT_TEMPLATE_SERVICES.pdf

2.14 Responsiveness

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.15 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.16 Minimum Qualifications

Proposers shall be in the business of Auction Services and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

2.16.1 Proposer or principals shall have relevant experience in providing auction services. Proposers must be currently licensed, in good standing, and must comply with requirements under Florida Statutes Chapter 468, Part V, Auctioneers (ss. 468.35 - 468.639)

- 2.16.2** Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.
- 2.16.3** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.
- 2.16.4** Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.17 Lobbying Activities

Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:
http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf.

2.18 Local Business Preference

- 2.18.1** Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:
- 2.18.2** Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:
- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
 - b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.
- 2.18.3** Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.
- 2.18.4** The complete local business preference ordinance may be found on the City's web site at the following link: <http://fortlauderdale.gov/home/showdocument?id=6422>

2.18.5 Definitions

The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

2.19 Protest Procedure

2.19.1 Any Proposer or Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the director of procurement services division (director), by delivering a letter of protest to the director within five (5) days after a notice of intent to award is posted on the city's web site at the following link:
<http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

2.19.2 The complete protest ordinance may be found on the city's web site at the following link: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

2.20 Public Entity Crimes

Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list. 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to 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 Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

2.21 Subcontractors

2.21.1 If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any

subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

2.21.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

2.21.3 Contractor shall require all of its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

2.22 Proposal Security – N/A

2.23 Payment and Performance Bond – N/A

2.24 Insurance Requirements

2.24.1 The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

2.24.2 The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

2.24.3 The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk

Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000. This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

2.24.4 A copy of **ANY** current Certificate of Insurance should be included with your proposal.

2.24.5 In the event that you are the successful Proposer, you will be required to provide a certificate naming the City as an "additional insured" for General Liability. Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

2.25 Award of Contract

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the in the City.

2.26 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.27 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.28 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.29 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.29.1 The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.29.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.29.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.29.4 The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.30 Canadian Companies

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.31 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

2.32 Manufacturer/Brand/Model Specific Request – N/A**2.33 Contract Period**

The initial contract term shall commence upon date of award by the City or October 1, 2017, whichever is later, and shall expire three (3) years from that date. The City reserves the right to extend the contract for two (2), additional one (1) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 120 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.34 Cost Adjustments

Prices quoted shall be firm for the initial contract term of three (3) year(s). No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

2.35 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.36 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

2.37 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.38 Substitution of Personnel – N/A**2.39 Insurance for Collection of Credit Card Payments**

The successful contractor will need to provide proof that they maintain insurance coverage in an amount of not less than \$1,000,000 specifically for cyber related crimes relating to the transmission of credit card information over their website that can include but are not limited to criminal activity involving the information technology infrastructure, including illegal access (unauthorized access), illegal interception (by technical means of non-public transmissions of computer data to, from or within a computer system), data interference (unauthorized damaging, deletion, deterioration, alteration or suppression of computer data), systems interference (interfering with the functioning of a computer system by inputting, transmitting, damaging, deleting, deteriorating, altering or suppressing computer data), misuse of devices, forgery (ID theft), and electronic fraud.

2.40 Ownership of Work – N/A**2.41 Condition of Trade-In Equipment – N/A****2.42 Conditions of Trade-In Shipment and Purchase Payment – N/A****2.43 Verification of Employment Status**

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per

Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement (Attachment "A") should be completed and submitted with Proposer's response to this RFP.

2.44 Service Organization Controls – N/A

2.45 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 Scope of Services

The City of Fort Lauderdale (City) is seeking auction services to sell, from time to time, at public absolute auction sale (or on-line internet auction as approved by City), surplus equipment and vehicles ("Property"). Auctioneer shall perform all the services and tasks to market, advertise, transport and sell the equipment and vehicles by absolute action, through closing of the transaction, including all necessary, incidental and related activities and services ("Services"). Auctioneer shall provide all necessary auctioneers, accountants, clerks and office staff required to achieve the efficient and orderly performance of the auction sale. Auctioneer shall employ qualified personnel to perform the Services, and shall perform this engagement in a professional and skilled manner in accordance with all applicable, federal, state and local laws and regulations. Auctioneer shall be responsible for all work necessary to sell consigned property a live auction at the Auctioneer's location. Auctioneer shall notify City of any auctions scheduled to be conducted in Broward, Miami-Dade or Palm Beach County at least ten (10) business days prior to the scheduled auction sale date and shall use its best efforts to advertise the sale.

3.2 Auction Services

The surplus property to be sold shall be identified by City. The property auctioned may range from cars & trucks, heavy equipment, office equipment and furniture along with miscellaneous other equipment and surplus supplies. The property in most cases will be offered for sale individually, or in the case of small miscellaneous items, sold in lots as determined by the Auctioneer and approved by the City. The Property will be sold for cash or certified funds to the highest bidder on an "As-Is- Where-Is" basis without any warranties of any kind expressed or implied. City agrees to disclose to Auctioneer any known defects or faults with equipment/auction items prior to the auction sale. Auctioneer will charge and collect from the purchaser at auction the purchase price together with all applicable taxes. Auctioneer will collect in full from the purchaser prior to removal of the Property from the auction sale site. City or any agent for City is forbidden to bid on its own Property. All items will be sold at public absolute sale to the highest bidder regardless of price without reserve unless a minimum price is established by City. In the event that a successful bidder fails to pay for an item for which he is designated to be the high bidder, that item will be considered a "No Sale" and no commission will be charged on that item and the item shall be promptly return to the City.

It is the City's desire to secure both on-line (internet) based auction services for small goods, surplus equipment for vehicles and trucks, accident-damaged/unserviceable vehicles and equipment and other miscellaneous property. In addition, it is the City's desire to secure public absolute (live) auction services for serviceable cars and trucks. **Proposers may bid only on internet auction services, only public absolute auction services, or both internet auction services and absolute auction services.**

3.3 Requirements

Auctioneer shall meet the requirements as follows as part of the scope of services including, but not limited to:

A. Fully automated accounting system that will track and provide the following information:

- 1) List of all lot numbers on which individual bidders were successful, to include total dollar amount spent by each registered bidder; and

- 2) Dollar amount of bid price for each lot sold; and
- 3) Reports available at the day of auction.

B. Trained staff able to provide the following services:

- 1) Receive and tag lots as they are received from City to auction site; and
- 2) Perform data entry on above noted automated system; and
- 3) Receive and account for payments; and
- 4) Issue receipts and vehicle documents (bills of sale, title transfers).

C. Advertising by Auctioneer:

- 1) Notify all individuals and companies on the maintained bidders' lists for equipment, vehicles and other items offered for sale at auction; and
- 2) Advertise in auction trade journals, publications, website and etc.; and
- 3) Edit, print and distribute brochures based on equipment and other items to be sold at auction; and
- 4) Provide brochures to the City for distribution, in quantity requested by the City; and

D. Transport Items/Equipment Requirement:

- 1) Transport ALL items/equipment from the City to the Auctioneer's auction site(s) at no cost to the City with the proper transportation equipment; and
- 2) Transport ALL unsold items/equipment from the Auctioneer's auction site(s) to the City at no cost to the City with the proper transportation equipment upon request of the City. Auctioneer shall retain property at their location until auction is held, unless otherwise approved in writing by the City's Contract Coordinator.

E. Licensed Auctioneer in good standing in the State of Florida

Auctioneer must comply under Florida Statutes Chapter 468, Part V, Auctioneers (ss. 468.35 - 468.639.)

3.4 Responsibilities

Auctioneer is responsible for the following responsibilities including but not limited to:

- A. For public absolute auction services only, Auctioneer shall provide a suitable site for the auction(s) with adequate restroom facilities available for staff and bidders; and
- B. Write, publish and pay for any required legal advertising; and
- C. Provide as complete a list of items to be auctioned as possible; a minimum of ten (10) business days in advance of the auction.
- D. Arrange the transport of the City's Property to the sale site no later than ten (10) days prior to the scheduled auction sale and transport "No Sale" Property back to the City no later than five (5) days after request of the City. Items must be delivered to Auctioneer in running condition (except when noted) with adequate fuel levels and a duplicate set of keys. All drivers (including subcontractors) must have valid CDL license and be covered by Auctioneer's insurance as set forth in Section 2.21.
- E. For all costs of advertising and conducting the auction sale including the arrangement of transport of the City's Property.

3.4 Auction Coordination

Auctioneer shall be responsible for coordination of all auction activities with the City Contract Coordinator or designees. Auctioneer shall offer suggestions, on a timely basis, for maximizing sale value of items. The City will provide Auctioneer an inventory list(s). The

City reserves the right to add/delete items from the list up to the day of the auction. A master list shall be printed for distribution as close to the auction day as possible. Auctioneer shall tag all items for sale prior to the day of the auction.

3.5 Ownership

City warrants it is the owner of and has marketable title to all of the Property, free and clear from any liens, debts or encumbrances except as noted. City further warrants that there no judgments or liens against it and that there are no pending legal actions, claims or proceeding whatsoever which in any way would hinder, prevent or otherwise affect its right or ability to sell the Property at auction sale. City agrees to deliver upon request any documents, certificates, proof of ownership or titles, which would be required to deliver title to the Property. In the case that there is a delay in the new purchaser receiving a clear title for any vehicle sold for the City, the net proceeds from the sale will be held until free and clear title is received by the purchaser or, at the discretion of the Auctioneer, the item may be pulled from the auction sale and remain City's property. City shall be responsible for the cost associated with sending any documents for the new purchaser.

3.6 Proceeds of Sales

Auctioneer shall pay City the net proceeds from the auction sale fourteen (14) business days following the auction sale. Auctioneer shall express mail or email a written report to City listing items sold and an amount equal to agreed percentage of the gross selling price of the Property sold at auction in the form of a certified check made payable to City or electronic transfer. Proceeds checks shall be made payable to the City of Fort Lauderdale. Auctioneer shall specify units sold and funds received for each unit.

3.7 Audit

Auctioneer shall maintain adequate records for the services performed under this Agreement for five (5) years following completion of the services. City shall have the right to audit Auctioneer's books and records upon providing written notice.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** Although proposals are accepted 'hard copy', the City of Fort Lauderdale uses Bidsync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from Bidsync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in Bidsync well in advance of their intention of submitting a proposal to ensure familiarity with the use of Bidsync. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of Bidsync.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's

treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, 954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV.

- 4.1.6** 1 original and 1 copy plus 4 electronic (soft) copy of your proposal shall be delivered in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside by the due date and time (deadline) to the address specified in Section I, 1.2 – Submission Deadline. It is the sole responsibility of the respondent to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.
- 4.1.7** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 50 pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled DVD/CD in a paper sleeve. The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

4.2.3 Experience and Qualifications

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

4.2.4 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the proposer shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

4.2.5 References

Provide at least three references on Attachment "B", preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project, estimated and actual.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

4.2.6 Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

4.2.7 Subcontractors

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

4.2.8 Required Forms**a. Proposal Certification**

Complete and attach the Proposal Certification provided herein.

b. Cost Proposal

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

c. Non-Collusion Statement

This form is to be completed, if applicable, and inserted in this section.

d. Local Business Preference (LBP)

This form is to be completed, if applicable, and inserted in this section

e. Contract Payment Method

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

f. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

END OF SECTION

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Office at 954-828-5933.

5.1.2 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.1.3 The Committee may short list no less than three Proposals, assuming that three proposals have been received, that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short listed Proposers. The Evaluation Committee shall then re-score and re-rank the short listed firms in accordance with the weighted criteria.

5.1.4 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

5.1.5 The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2 Weighted Criteria

<u>ABILITY TO MEET OBJECTIVES</u>	
Understands the scope of the project	10%
Meets technical specifications	10%
<u>QUALIFICATIONS</u>	
Skill, experience, expertise, and quality services/performances demonstrated by the Proposer in performing the same type of services as those sought by the City;	20%

Responses of the client references. References will be verified and evaluated based on the quality of work previous and currently being performed;	15%
Facilities and resources: layout of web page; Safeguards / security of website; check-out, reporting capabilities, Number of registered bidders in database; percentage of 'regular' buyers; Average number of website 'hits' per month. Demonstrates the ability to auction classes of vehicles with the highest resale market.	15%
COMMISSION STRUCTURE AND FEES	30%
TOTAL PERCENT AVAILABLE:	100%

5.3 Contract Award

The City reserves the right to award a contract to the Auctioneer(s) who will best serve the interests of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

END OF SECTION

SECTION VI - COST PROPOSAL PAGE**Proposer Name:** _____

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor must quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

Notes:

- | | |
|-------------------------------------|---------|
| 1. On-Line Auction Services | _____ % |
| 2. Public Absolute Auction Services | _____ % |

Submitted by:_____
Name (printed)_____
Signature_____
Date_____
Title

ATTACHMENT "A"
E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: _____

Project Description: _____

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/Bidder Company Name

Authorized Company Person's Signature

Authorized Company Person's Title

Date

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

REQUEST FOR QUALIFICATIONS (RFQ) when the City is requesting qualifications from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the Form G-107 Rev. 08/2016

presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

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Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.
- 5.22 PUBLIC RECORDS**
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of 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 (2016), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME**RELATIONSHIPS**

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

CONTRACT PAYMENT METHOD BY P-CARD

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

_____ MasterCard

_____ Visa Card

Company Name: _____

Name (printed)

Signature

Date:

Title

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

- (1) _____ is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
Business Name
- (2) _____ is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
Business Name
- (3) _____ is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.
Business Name
- (4) _____ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
Business Name
- (5) _____ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
Business Name
- (6) _____ is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.
Business Name

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____
NAME SIGNATURE DATE

BID/PROPOSAL CERTIFICATION

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) _____ EIN (Optional): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No. _____ FAX No. _____ Email: _____

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): _____

Total Bid Discount (**section 1.05 of General Conditions**): _____

Does your firm qualify for MBE or WBE status (**section 1.09 of General Conditions**): MBE _____ WBE _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **If submitting your response electronically through BIDS SYNC you must also click the "Take Exception" button.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date:

Title

revised 04/10/15

REFERENCES

All references shall include owner, address, contact name and phone number, and the contract value. A minimum of five (5) references shall be provided:

1. **Company Name:** _____
Address: _____
Contact: _____
Phone #: _____
Contract Value: _____ Year: _____

2. **Company Name:** _____
Address: _____
Contact: _____
Phone #: _____
Contract Value: _____ Year: _____

3. **Company Name:** _____
Address: _____
Contact: _____
Phone #: _____
Contract Value: _____ Year: _____

4. **Company Name:** _____
Address: _____
Contact: _____
Phone #: _____
Contract Value: _____ Year: _____

5. **Company Name:** _____

Address: |

Contact: |

Phone # |

Contract Value: | Year: |

Question and Answers for Bid #875-12011 - Auctioneer Services

Overall Bid Questions

There are no questions associated with this bid.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Public Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR THE 46TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN THE AMOUNT OF ONE HUNDRED SEVENTY NINE THOUSAND THREE HUNDRED NINETEEN DOLLARS (\$179,319.00), TO PROVIDE FUNDING FOR DRAINAGE IMPROVEMENTS IN THE NORTHWEST NEIGHBORHOOD DRAINAGE BASINS PROJECT LOCATED IN CENSUS TRACT 805- BLOCK GROUP 1 AND CENSUS TRACT 805- BLOCK GROUP 2; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

COMM-MEMO CDBG Year 46 Application rev MGCraig v2 (1), Exhibits 1-3 CDBG Y 46 CC Memo, R-2020- CDBG 46th Year Application for Drainage Improvements in the NW Neighborhood Drainage Basins Project, CDBG 46TH PROGRAM PUBLIC HEARING NOTICE POSTED 03 09 2020



CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: April 28, 2020

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, ICMA- CM, City Manager

VIA: Candido Sosa-Cruz, Assistant City Manager

FROM: Fernando J. Rodriguez, Public Services Director

RE: APPROVAL OF A RESOLUTION TO APPLY FOR YEAR 46 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR TO DEVELOP A STORMWATER PLAN AND BASIS OF DESIGN FOR DRAINAGE IMPROVEMENTS IN THE NORTHWEST NEIGHBORHOOD DRAINAGE BASINS

Request

The Public Services Department (PSD) requests approval of a resolution authorizing the City to submit an application for Year 46 Community Development Block Grant (CDBG) funding to develop a stormwater plan with implementable phases and projects for drainage improvements in the northwest neighborhood drainage basins, as shown in attachment 1.

Background

Dania Beach is not an entitlement city and must, per the CDBG requirements, apply for block grant funds through Broward County. The use of CDBG funds is limited to Census areas that meet household income requirements and the City's northwest neighborhoods qualify under that criteria.

Recent private and public development projects and a CRA multimodal pedestrian safety project highlighted the need for drainage improvements in areas of the City's northwest neighborhoods.

Before implementing meaningful drainage improvements in those areas, a detailed plan needs to be developed. That plan will include stormwater modeling, a resultant study outlining drainage improvement options, phasing, implementable projects, cost estimates, needed right of way, and benefits of each option, projects, and/or phase. A basis of design for one or more of the recommended projects will be included in the scope. This is in anticipation of requesting Year 47 CDBG money, paired with other funding/ grants if available, to implement one or more of the identified drainage improvements.

The required CDBG public meeting was scheduled for March 17, 2020, to take community comments on the proposed project, however due to the Covid-19 public health emergency, the meeting was canceled. A hearing will be held during the April 28, 2020, City Commission Meeting.

Budgetary Impact

The CDBG funding request in the amount of \$179,319.00 for a stormwater study and basis of design for drainage improvements in the City's northwest neighborhoods drainage basis will have no impact on the current year budget. CDBG does not require City match funds.

\continued...



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

APPROVAL OF A RESOLUTION TO APPLY FOR YEAR 46 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR TO DEVELOP A STORMWATER PLAN AND BASIS OF DESIGN FOR DRAINAGE IMPROVEMENTS IN THE NORTHWEST NEIGHBORHOOD DRAINAGE BASINS

Recommendation

PSD recommends approval of the resolution to authorize the City to apply to the Broward County Division of Housing Finance and Community Development for CDBG Year 46 program grant funds to develop a stormwater plan and basis of design for drainage improvements in the City's northwest neighborhood drainage basins.

Attachments: Exhibit 1 – Census Tract 805 – Block Group 1 and Group 2
Exhibit 2 – Drainage Atlas
Exhibit 3 – Advertisement

EXHIBIT 1

Eligible Areas for Community Development Block Grant

CDBG Year 46— (FY 2021)

Propose Project

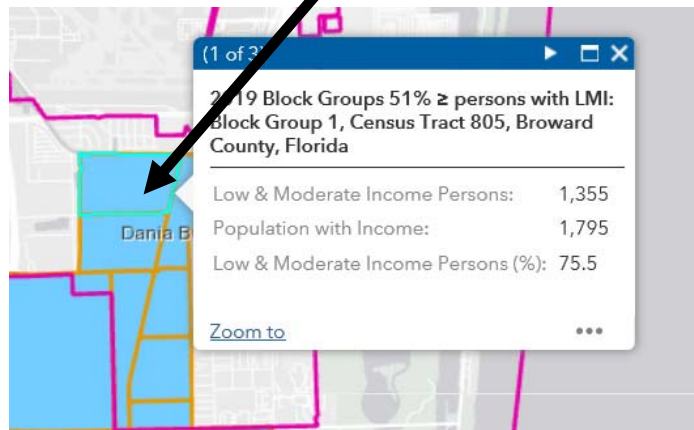
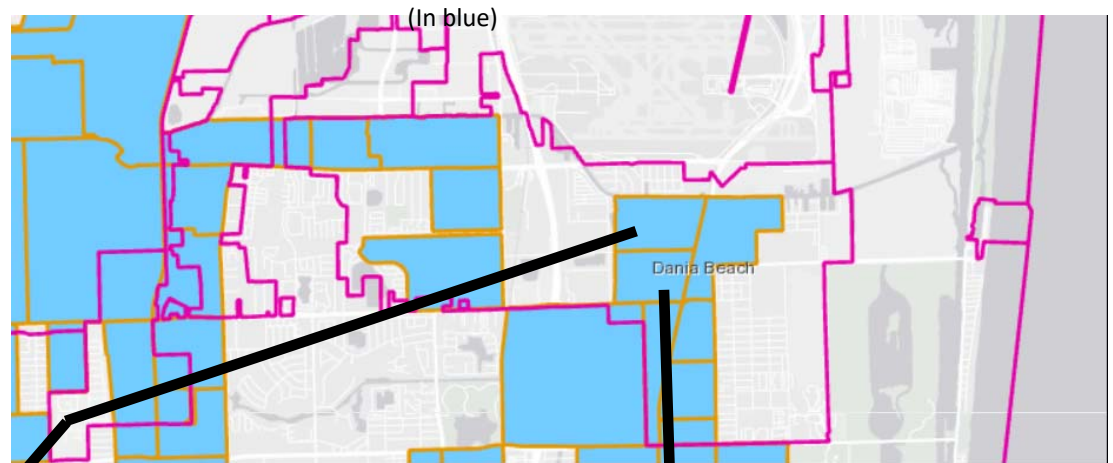
City of Dania Beach

Drainage Improvements for N.W .Neighborhoods

Block Group 1—Census Tract 805

Block Group 2—Census Tract 805

Funding \$179,319.00



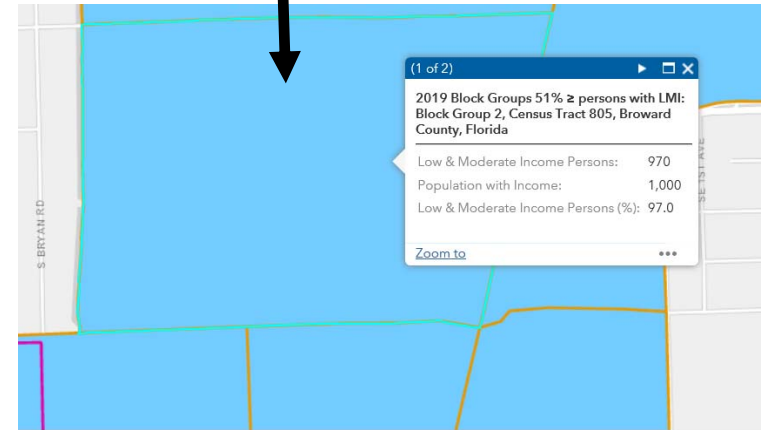
Block Group 1—Census Tract 805

North: Cut-off Canal

East: Federal Highway

South: NW 1 Street

West: C-10 Canal



Block Group 2—Census Tract 805

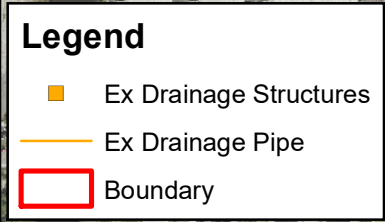
North: NW 1 Street

East: Federal Highway

South: Stirling Road

West: C-10 Canal

Exhibit 2



Ad Number: 6627609-1
Insertion Number: 3 x 5.25
Size: B&W
Color Type:

Client Name: City of Dania Beach- City Clerk's O...
Advertiser: Local/B004/PN
Section/Page/Zone: CDBG 46th Program Year
Description:

RENOVATION SALE!
TAKE \$100 OFF ANY RECLINER IN STOCK!
Not valid on advertised specials.

SMALL RECLINERS STARTING FROM \$299⁹⁵

WE CARRY SMALL DINETTES

WE CARRY ADJUSTABLE BEDS!

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DELRAY BEACH: 5869 W Atlantic Ave • 561-819-0343

LEGAL NOTICE

Conviva Hallandale Beach will be closing and RELOCATING to Conviva Hallandale located at: 2500 E. Hallandale Beach Blvd, Suite QR E., Hallandale Beach, FL 33009 as of April 1, 2020. Come visit us at the above new address or schedule an appointment by calling **(954) 456-5533**. If your decision is not to move with your physician, you can obtain medical records at the address and phone number mentioned above.

EXHIBIT 3 P...ced in crash that killed teen

By LISA J. HURIASH

The young man who led cops on a high-speed chase that killed his teenage passenger in 2017 got a shortened sentence Friday.

Fabreece Ductan was sentenced two years ago to 16 years in prison for the crash. Ductan had fled from a cop, and other officers joined the fray.

But his new attorney argued that Ductan had been charged with both fleeing police that resulted in a death, as well as vehicular homicide.

"That's double jeopardy," said attorney Calisha Francis. "You cannot punish a person twice for one

death."

On Friday, because the charges were changed, his sentence was reduced to 11 years. Prosecutors asked for 15 years.

Still, Francis said Ductan, now 22, took no joy in this development.



Ductan

"This was his best friend," she said of Abigail Espinoza, who had spent a Thanksgiving with the Ductan family in years past. "He's hurting."

Espinoza was 18 and an aspiring college student when she died Dec. 2, 2017. She and Ductan, then 19, were in a parked 2002 Buick LaSabre with the ignition on in Coconut Creek when an officer responded to an unrelated noise

complaint.

He approached them to "peek" in, and reported that the car smelled of alcohol and marijuana, police said. He told the Buick's driver to turn the car off, but Ductan took off and the officer told authorities the car almost ran over his foot.

The chase was on. Police officers hit speeds of nearly 80 mph — double the speed limit — during a chase across several miles before they lost sight of Ductan's car. Less than a minute later, Ductan crashed into another car, and his passenger and friend since kindergarten, Espinoza, died.

lhuriash@sunsentinel.com or 954-572-2008 or Twitter @LisaHuriash

Baby sitter faces abuse charges

By WAYNE K. ROUSTAN

PARKLAND — A baby sitter is accused of child abuse after a 4-month-old infant's arm and skull were broken while in her care in Parkland, officials said.



Eaddie

Caitlin Elizabeth Eaddie, 29, of Deerfield Beach, was arrested Wednesday and charged with aggravated child abuse, jail records show.

At her first court appearance Thursday, Broward assistant state attorney Eric Linder said a doctor and nurse confirmed the baby's injuries were no accident.

"A doctor reviewed the injuries and determined they were not consistent with [Eaddie's] original explanation of what occurred," Linder told the judge. "The injuries were suffered as a result of physical abuse."

Her public defender noted Eaddie has no prior arrest record and has lived in South Florida her whole life.

Broward Judge Corey Amanda Cawthon set bond at \$15,000 with conditions that included having no contact with the baby or other children except her own. Eaddie has at least one child.

"With respect to the no-contact order as to other minors, other than biological children you may have, that means being in the same place at the same time or having any contact whatsoever with any child under the age of 18," Cawthon said.

wkroustan@sunsentinel.com or 954-356-4303 or Twitter @WayneRoustan

PUBLIC NOTICE THE CITY OF DANIA BEACH, FLORIDA COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING (CDBG) NOTICE OF PUBLIC HEARINGS

The City of Dania Beach is hereby giving notice that it intends to apply for \$179,319.00 in Community Development Block Grant funding for the 46th Program Year (October 1, 2020, to September 30, 2021) available from the U.S. Department of Housing and Urban Development (HUD) through the Broward County Community Development Department for:

Drainage Improvement in N.W. Neighborhoods – Perform analysis and develop plans for drainage improvements in Census Tract 805 – Block Group 1 and Census Tract 805 – Block Group 2.

All interested parties are encouraged to attend and participate in the two public hearings. The first public hearing will be held to take input on the proposed project mentioned above:

When: Tuesday, March 17, 2020, at 1:00 P.M.

Where: Northwest Conference Room, Dania Beach City Hall, 100 W. Dania Beach Boulevard, Dania Beach, Florida 33004.

The City of Dania Beach City Commission will consider the final recommendation for CDBG funds on Tuesday, March 24, 2020, at 7:00 p.m. or as soon thereafter as the matter may be heard, in the City Commission Chambers, 100 W. Dania Beach Boulevard, Dania Beach, Florida 33004.

Public comment on the proposed use of funds may be sent in writing to the City of Dania Beach, City Clerk's Office, 100 W. Dania Beach Boulevard, Dania Beach, Florida 33004 following the publication of this notice. If anyone requires auxiliary aids for communication, please call the City Clerk's office prior to the meeting at (954) 924-6800 ext. 3624.

Publish in Sun Sentinel: Monday, March 9, 2020

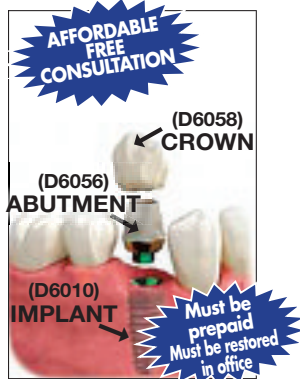
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8 Implants + 12 Units Bridge Work Upper Arch > \$13,999
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ZERO PERCENT FOR UP TO 12 MONTHS

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DR. THOMAS SCHOPLER AND ASSOCIATES

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45 YEARS OF OPERATION

*THE PATIENT AND/OR ANY OTHER PERSON RESPONSIBLE FOR PAYMENTS HAS A RIGHT TO REFUSE PAY, CANCEL PAYMENT OR BE REIMBURSED FOR PAYMENT FOR ANY OTHER SERVICE, EXAMINATION OR TREATMENT WHICH IS PERFORMED AS A RESULT OF AND WITHIN 41 HOURS OR RESPONDING TO THIS ADVERTISEMENT FOR THE FREE, DISCOUNTED FEE OR REDUCED FEE SERVICE, EXAMINATION OR TREATMENT. LIMITED OFFER. ALL DENTISTS ARE INDEPENDENT CONTRACTORS. EXPIRES 3/31/2020



WE SPEAK SPANISH, FRENCH, GREEK AND ITALIAN

RESOLUTION NO. 2020-039

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR THE 46TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN THE AMOUNT OF ONE HUNDRED SEVENTY NINE THOUSAND THREE HUNDRED NINETEEN DOLLARS (\$179,319.00), TO PROVIDE FUNDING FOR DRAINAGE IMPROVEMENTS IN THE NORTHWEST NEIGHBORHOOD DRAINAGE BASINS PROJECT LOCATED IN CENSUS TRACT 805- BLOCK GROUP 1 AND CENSUS TRACT 805- BLOCK GROUP 2; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 46th Year Community Development Block Grant (“CDBG”) Program for Fiscal Year 2020-2021 is administered by Broward County Housing Finance and Community Development Division; and

WHEREAS, the City of Dania Beach intends to submit an application for the 46th Year CDBG program in the amount of One Hundred Seventy-nine Thousand Three Hundred Nineteen Dollars (\$179,319.00), for Census Tract 805 – Block Group 1 and Census Tract 805 – Block Group 2 eligible areas generally described as the northwest neighborhoods; and

WHEREAS, the CDBG Program does not require a City match; and

WHEREAS, the public hearing scheduled for March 17, 2020 was cancelled due to the COVID-19 Public Health Emergency and a public hearing will be held on April 28, 2020, during the City Commission Meeting to take public comments on the City’s proposed application for the “Drainage Improvements in the Northwest Neighborhood Drainage Basins Project”;

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

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

Section 2. That the 46th Year application for the Community Development Block Grant Program for the “Drainage Improvements in the Northwest Neighborhood Drainage Basins Project” within Census Tract 805 – Block Group 1 and Census Tract 805 – Block Group 2, in the amount of One Hundred Seventy Nine Thousand Three Hundred Nineteen Dollars (\$179,319.00) in compliance with CDBG regulations, is approved, and the submittal of the application by the proper City officials is authorized.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the application as are deemed necessary and proper for the best interests of the City.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on April 28, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Ad Number: 6627609-1
Insertion Number: 3 x 5.25
Size: B&W
Color Type:

Client Name: City of Dania Beach- City Clerk's O...
Advertiser: Local/B004/PN
Section/Page/Zone: CDBG 46th Program Year
Description:

RENOVATION SALE!
TAKE \$100 OFF ANY RECLINER IN STOCK!
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DELRAY BEACH: 5869 W Atlantic Ave • 561-819-0343

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Prison term reduced in crash that killed teen

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Caitlin Elizabeth Eaddie, 29, of Deerfield Beach, was arrested Wednesday and charged with aggravated child abuse, jail records show.

At her first court appearance Thursday, Broward assistant state attorney Eric Linder said a doctor and nurse confirmed the baby's injuries were no accident.

"A doctor reviewed the injuries and determined they were not consistent with [Eaddie's] original explanation of what occurred," Linder told the judge. "The injuries were suffered as a result of physical abuse."

Her public defender noted Eaddie has no prior arrest record and has lived in South Florida her whole life.

Broward Judge Corey Amanda Cawthon set bond at \$15,000 with conditions that included having no contact with the baby or other children except her own. Eaddie has at least one child.

"With respect to the no-contact order as to other minors, other than biological children you may have, that means being in the same place at the same time or having any contact whatsoever with any child under the age of 18," Cawthon said.

wkroustan@sunsentinel.com or 954-356-4303 or Twitter @WayneRoustan

PUBLIC NOTICE THE CITY OF DANIA BEACH, FLORIDA COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING (CDBG) NOTICE OF PUBLIC HEARINGS

The City of Dania Beach is hereby giving notice that it intends to apply for \$179,319.00 in Community Development Block Grant funding for the 46th Program Year (October 1, 2020, to September 30, 2021) available from the U.S. Department of Housing and Urban Development (HUD) through the Broward County Community Development Department for:

Drainage Improvement in N.W. Neighborhoods – Perform analysis and develop plans for drainage improvements in Census Tract 805 – Block Group 1 and Census Tract 805 – Block Group 2.

All interested parties are encouraged to attend and participate in the two public hearings. The first public hearing will be held to take input on the proposed project mentioned above:

When: Tuesday, March 17, 2020, at 1:00 P.M.

Where: Northwest Conference Room, Dania Beach City Hall, 100 W. Dania Beach Boulevard, Dania Beach, Florida 33004.

The City of Dania Beach City Commission will consider the final recommendation for CDBG funds on Tuesday, March 24, 2020, at 7:00 p.m. or as soon thereafter as the matter may be heard, in the City Commission Chambers, 100 W. Dania Beach Boulevard, Dania Beach, Florida 33004.

Public comment on the proposed use of funds may be sent in writing to the City of Dania Beach, City Clerk's Office, 100 W. Dania Beach Boulevard, Dania Beach, Florida 33004 following the publication of this notice. If anyone requires auxiliary aids for communication, please call the City Clerk's office prior to the meeting at (954) 924-6800 ext. 3624.

Publish in Sun Sentinel: Monday, March 9, 2020

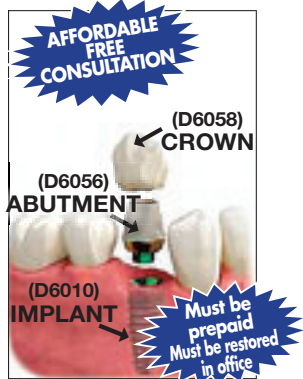
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CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING CHAPTER 4 “ALCOHOLIC BEVERAGES,” OF THE CITY’S CODE OF ORDINANCES BY AMENDING ARTICLE II “OPERATION REGULATIONS,” SECTION 4-18 “HOURS OF SALE” MODIFYING THE HOURS OF PACKAGE SALES FOR ALCOHOLIC BEVERAGES FOR OFF-SITE CONSUMPTION WHICH SALES ARE CONDUCTED AT A RETAIL GROCERY STORE USE WITH A MINIMUM 27,500 SQUARE FEET

Purchasing Requests ONLY

Dept:

Acct #:

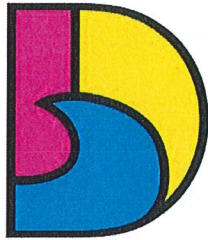
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

TX-004-20 Cover Memo, TX-004-20 Staff Report, O-2020- Amending Sec. 4-18 Modifying Hours of Alcoholic Beverage Sales at Grocery Stores (Publix), application, backup



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM**

DATE: April 28, 2020

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, City Manager, ICMA-CM

VIA: Candido Sosa-Cruz, Assistant City Manager

BY: Marc LaFerrier, AICP, Director
Corinne Lajoie, AICP, Planning and Zoning Manager
Muriel Bryan, Senior Planner

SUBJECT: **TX-004-20:** The applicant, Greenspoon Marder LLP, is requesting a text amendment to expand the hours of alcohol sales on Sundays for grocery stores. (SECOND READING)

Request

To allow the sale of alcohol on Sundays between the hours of 7:00am – 12:00pm for grocery stores of at least 27,500 square feet in addition to the already permitted liquor stores accessory to a grocery store; the Code of Ordinances currently prohibits alcohol sales by grocery stores during this time.

Background

The applicant represents the Publix on East Dania Beach Boulevard however the text amendment will be applied city-wide to all grocery stores with a floor areas of at least twenty-seven thousand, five-hundred (27,500) square feet. Currently the Code of Ordinances allows alcohol sales conducted as an accessory use to a permitted grocery store of at least 27,500 square feet during the hours of 7:00am and 12:00pm on Sundays, which is currently permitted, but excludes grocery stores of selling alcohol during the same hours.

On December 10, 2019 the City Commission approved an ordinance to allow the sale of alcohol from 7:00am-12:00pm for liquor stores accessory to a grocery store. This amendment is being proposed to clarify and simplify implementation of the previously approved related amendment.

This application request will require two (2) public hearings with the City Commission.

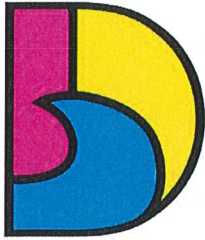
On March 10, 2020 the City Commission approved the ordinance on the first reading.

Budgetary Impact

None

Recommendation

Approve the ordinance on second reading.



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

DATE: April 28, 2020

TO: Ana M. Garcia, City Manager, ICMA-CM

VIA: Candido Sosa-Cruz, Assistant City Manager

FROM: Marc C. LaFerrier, AICP, Director
Corinne Lajoie, AICP, Planning and Zoning Manager *act*
Muriel Bryan, Senior Planner *[Signature]*

RE: **TX-004-20:** The applicant, Greenspoon Marder LLP, is requesting a text amendment to expand the hours of alcohol sales on Sundays for grocery stores. (SECOND READING)

The Request

To allow the sale of alcohol on Sundays between the hours of 7:00am – 12:00pm for grocery stores of at least 27,500 square feet in addition to the already permitted liquor stores accessory to a grocery store; the Code of Ordinances currently prohibits alcohol sales by grocery stores during this time.

Previously, Greenspoon Marder processed an application to amend the language of Section 4-18(a) to allow Sunday morning sales of alcoholic beverages associated with a grocery store as approved by the City Commission at the meeting of December 10, 2019. This amendment was proposed on the basis that liquor stores operated as an accessory use to a grocery store should be permitted to conduct sales during the standard operating hours of the grocery store. Through a series of revisions to the language, the regulation became ambiguous which resulted in the adoption of Code language that needed clarification for appropriate implementation.

The applicant represents the Publix on East Dania Beach Boulevard however the text amendment will be applied city-wide to all grocery stores with a floor area of at least twenty-seven thousand, five-hundred (27,500) square feet. Currently the Code of Ordinances allows alcohol sales conducted as an accessory use to a permitted grocery store of at least 27,500 square feet during the hours of 7:00am and 12:00pm on Sundays, which is currently permitted, but excludes grocery stores of selling alcohol during the same hours.

This Code amendment is located in the Volume 1 of the City's Code of Ordinances and not in the Land Development Regulations, the Planning and Zoning Board is not required to hear this request. This application request will require two (2) public hearings with the City Commission.

On March 10, 2020, the City Commission approved the ordinance on the first reading.

Recommendation

Approve the ordinance on second reading.

ORDINANCE NO. 2020-006

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 4 "ALCOHOLIC BEVERAGES," OF THE CITY'S CODE OF ORDINANCES BY AMENDING ARTICLE II "OPERATION REGULATIONS," SECTION 4-18 "HOURS OF SALE" MODIFYING THE HOURS OF PACKAGE SALES FOR ALCOHOLIC BEVERAGES FOR OFF-SITE CONSUMPTION WHICH SALES ARE CONDUCTED AT A RETAIL GROCERY STORE USE WITH A MINIMUM 27,500 SQUARE FEET; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the City Commission of the City of Dania Beach ("City Commission") finds it periodically necessary to amend its Code of Ordinances ("Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, pursuant to Section 166.041 (c)(2), Florida Statutes, notice has been given by publication in a newspaper of general circulation in the City, notifying the public of this proposed Ordinance and of the time and dates of the public hearings; and

WHEREAS, a public hearing was held before the City Commission pursuant to the published notice described above; and

WHEREAS, the City Commission finds that adoption of this Ordinance through its police powers will protect the public health, safety, and welfare of the residents of the City;

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

Section 1. That the preceding "Whereas" clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Article II "Operation Regulations," of the City of Dania Beach Code of Ordinances is amended to read as follows:

ARTICLE II. – OPERATION REGULATIONS

* * *

Sec. 4-18. – Hours of sale.

- (a) No person, vendor or distributor, shall sell or offer for sale or deliver or serve or permit to be consumed upon the premises of such person, vendor or distributor, any liquor, beer or wine regardless of the alcoholic content, on any weekday between the hours of 3:00 a.m. and 7:00 a.m., or on Sunday between the hours of 3:00 a.m. and 7:00 a.m., except as provided in this section. No person, vendor or distributor shall sell or offer for sale or deliver any liquor, beer or wine by package, bottle or container, between the hours of 2:00 a.m. and 12:00 p.m. on Sunday or any weekday between the hours of 2:00 a.m. and 7:00 a.m. Notwithstanding the foregoing prohibitions set forth in this section, liquor alcoholic beverage sales for off-site consumption conducted within a grocery store of at least 27,500 square feet or conducted as an accessory use to a permitted grocery store of at least 27,500 square feet shall be permitted to sell or offer for sale or deliver any liquor, beer, or wine by package, bottle or container, as applicable, during standard store operating hours including between the hours of 7:00 a.m. and 12:00 p.m. on Sundays.

* * *

Section 3. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to such extent of the conflict.

Section 5. That this Ordinance shall be codified in accordance with the foregoing. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the City of Dania Beach Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. That this Ordinance shall take full effect immediately upon its passage and adoption.

PASSED on first reading on March 10, 2020.

PASSED AND ADOPTED on second reading on April 28, 2020.

ATTEST:

THOMAS SCHNEIDER
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application **RECEIVED**

FEB 06 2020

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☒ Other: Code Text Amendment

BY: _____
Date Rec'd: _____

Petition No.: TX-004-20

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application.

For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: City-wide Code Text Amendment

Lot(s): N/A Block: N/A Subdivision: N/A

Recorded Plat Name: N/A

Folio Number(s): N/A Legal Description: N/A

Applicant Consultant/Legal Representative (circle one) Greenspoon Marder LLP

Address of Applicant: 200 E. Broward Blvd., Suite 1800, Fort Lauderdale, FL 33301

Business Telephone: (954) 527-6209 Home: N/A Fax: (954) 333-4282

E-mail address: dennis.mele@gmlaw.com & tyler.woolsey@gmlaw.com

Name of Property Owner: N/A

Address of Property Owner: N/A

Business Telephone: N/A Home: N/A Fax: N/A

Explanation of Request: Please see attached narrative for details on proposed code amendment.

*For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.***

Prop. Net Acreage: N/A Gross Acreage: N/A Prop. Square Footage: N/A

Existing Use: N/A Proposed Use: N/A

Is property owned individually, by a corporation, association, or a joint venture?

N/A

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize Greenspoon Marder LLP (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: Dennis D. Mele
(Owner / Agent signature*)

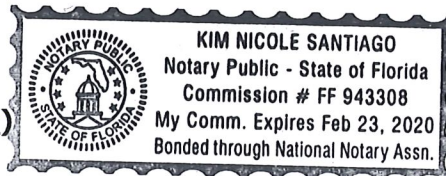
BEFORE ME THIS 28 DAY OF January, 20 20

By:

Dennis D. Mele
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Kim P. Santiago
(Signature of Notary Public – State of Florida)



Personally known ☒ or Produced Identification ☐

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

February 6, 2020

City of Dania Beach
Planning & Zoning Division
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

Re: Section 4-18(a) Hours of Sale - Code Text Amendment Narrative

Dear City of Dania Beach,

This memorandum has been prepared to summarize the request for a proposed text amendment to the City of Dania (the "City") Beach Code of Ordinances (the "Code") with regard to Section 4-18(a) regulating hours of sale for alcoholic beverages.

Our office previously processed an application to amend the language of Section 4-18(a) to allow Sunday morning sales of alcoholic beverages associated with a grocery store as approved by the City Commission at the meeting of December 10, 2019. This amendment was proposed on the basis that liquor stores operated as an accessory use to a grocery store should be permitted to conduct sales during the standard operating hours of the grocery store. Through a series of revisions to the language, a minor oversight in the language occurred which resulted in the adoption of Code language that is overly restrictive and not in line with the original intent of the proposed code amendment. As such, we are proposing a revision to Section 4-18(a) as follows:

Sec. 4-18. – Hours of sale.

(a) No person, vendor or distributor, shall sell or offer for sale or deliver or serve or permit to be consumed upon the premises of such person, vendor or distributor, any liquor, beer or wine regardless of the alcoholic content, on any weekday between the hours of 3:00 a.m. and 7:00 a.m., or on Sunday between the hours of 3:00 a.m. and 7:00 a.m., except as provided in this section. No person, vendor or distributor shall sell or offer for sale or deliver any liquor, beer or wine by package, bottle or container, between the hours of 2:00 a.m. and 12:00 p.m. on Sunday or any weekday between the hours of 2:00 a.m. and 7:00 a.m. Notwithstanding the foregoing prohibitions set forth in this section, alcoholic beverage sales for off-site consumption conducted within a grocery store of at least 27,500 square feet or conducted as an accessory use to a permitted grocery store of at least 27,500 square feet shall be permitted to sell or offer for sale or deliver any liquor, beer, or wine by package, bottle or container, as applicable, during standard store operating hours including between the hours of 7:00 a.m. and 12:00 p.m. on Sundays.

February 6, 2020

Page No. 2

Based on communication with City staff in this regard, it is agreed that the proposed text amendment would work to correct the oversight created during the adoption of the previous amendment. The proposed language would enable grocery stores as well as liquor package stores operating as an accessory use to a grocery store of at least 27,500 square feet to conduct the sale of alcoholic beverages before noon on Sunday's in accordance with the standard operating hours of the grocery store. It is believed that the proposed code amendment as stated above would permit qualified establishments to conduct liquor sales during reasonable operating hours. This proposed amendment is not expected to allow an overpopulation of such uses considering the minimum floor area required for a permitted grocery store use to qualify for this provision. Based on these facts, the Applicant requests the City consider the proposed code amendment to revise the hours of sale permitted for alcoholic beverage sales in association with grocery store operations.

Thank you for your review of the preceding. If you have any questions or would like to discuss anything further regarding the above, please contact me at (954) 527-6209.

Sincerely,
GREENSPOON MARDER LLP



Dennis D. Mele, Esq.

**NOTICE OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA**

A Public Hearing will be conducted by the City of Dania Beach City Commission meeting on the following date to consider the following application:

DATE: Tuesday, March 10, 2020

TIME: 7:00 p.m. or as soon thereafter as the same may be heard

PLACE: City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

SUBJECT: TX-004-20: The applicant, Greenspoon Marder LLP, is requesting a text amendment to expand the hours of alcohol sales on Sundays for grocery stores (First Reading).

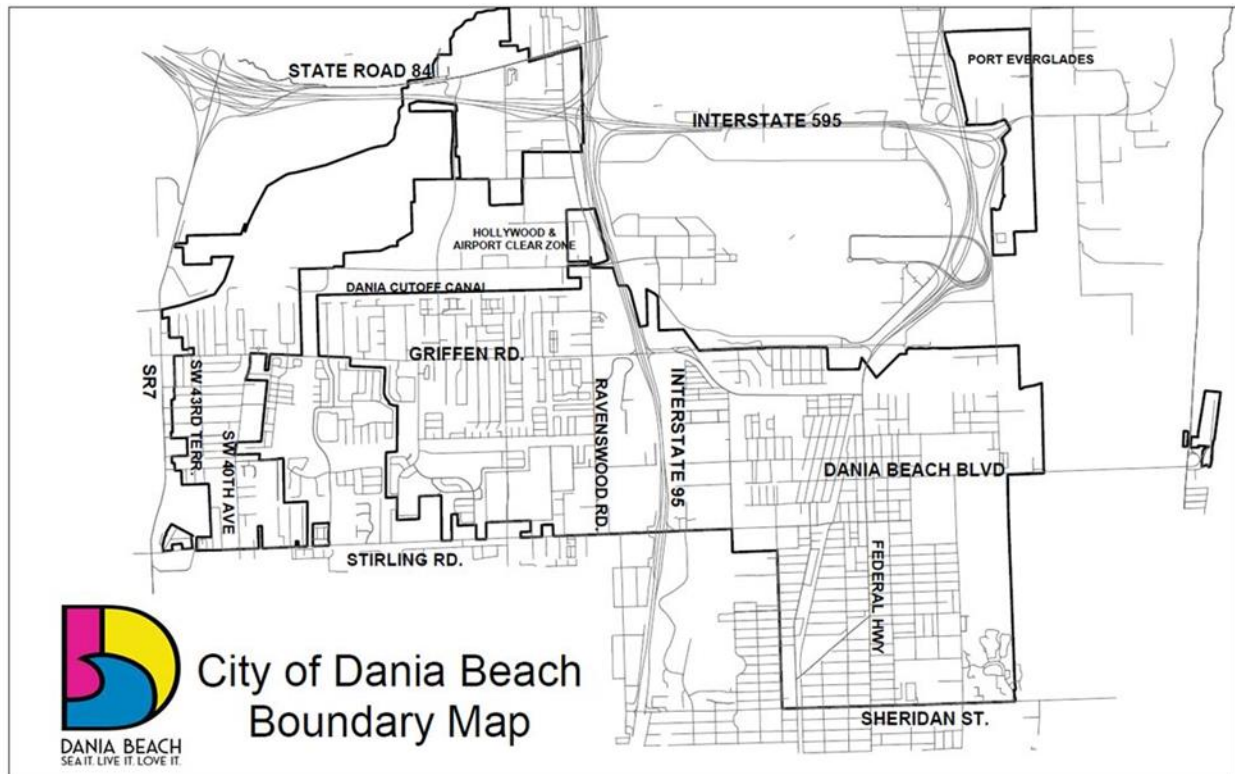
The following is the hearing of the proposed Ordinance.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 4 "ALCOHOLIC BEVERAGES," OF THE CITY'S CODE OF ORDINANCES BY AMENDING ARTICLE II "OPERATION REGULATIONS," SECTION 4-18 "HOURS OF SALE" MODIFYING THE HOURS OF PACKAGE SALES FOR ALCOHOLIC BEVERAGES FOR OFF-SITE CONSUMPTION WHICH SALES ARE CONDUCTED AT A RETAIL GROCERY STORE USE WITH A MINIMUM 27,500 SQUARE FEET; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests are available for viewing in the Community Development Department, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and may be inspected by the public during normal business hours. For more information please call the Planning Division at (954) 924-6805 Ext. 3643.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person 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 to be based. The city does not provide or prepare such record pursuant to f.s. 286.0105.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's office, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting.



Application Information

Application Site: City Wide

Project: To allow the sale of alcohol on Sundays between the hours of 7:00 AM – 12:00 PM for grocery stores.

Application: Text Amendment

Applicant: Greenspon Marder LLP

Hearing Date & Time: March 10, 2020 at 7:00 PM

Hearing Location: City Hall Commission Chambers – 100 W. Dania Beach Blvd.

Contact Information: Muriel Bryan, Senior Planner, (954) 924-6805 Ext. 3654

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE REQUEST MADE BY ROD A. FEINER, ESQ., ON BEHALF OF 2750 GRIFFIN HOLDINGS, LLC, TO AMEND CHAPTER 28, "LAND DEVELOPMENT CODE," OF THE CITY CODE OF ORDINANCES BY AMENDING PART 1 "USE REGULATIONS," ARTICLE 105, "USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS," SECTION 105-20 "LIST OF RESIDENTIAL AND OPEN SPACE DISTRICTS PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES" AND SECTION 105-220, "PRD-1 DISTRICT SUPPLEMENTAL REGULATIONS;" AMENDING PART 2, "SITE DEVELOPMENT REGULATIONS," ARTICLE 205, "TABULAR SUMMARY OF SITE DEVELOPMENT STANDARDS FOR ALL ZONING DISTRICTS," SECTION 205-10(B) "PRD-1 AND MULTIPLE-FAMILY DISTRICTS"

Purchasing Requests ONLY

Dept:

Acct #:

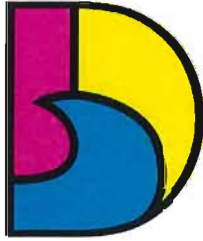
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

CM TX-002-20 2nd Reading OPT, SR TX-002-20 2nd Reading OPT, O-2020-007 Griffin Living Text Amendment (TX-002-20) Amending Sec. 105-20, Sec. 105-220, Sec. 205-10(B) SECOND READING, Application, TX-002-20 app & backup



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM**

DATE: April 28, 2019

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, City Manager, ICMA-CM

VIA: Candido Sosa-Cruz, Assistant City Manager

BY: Marc LaFerrier, AICP, Director
Corinne Lajoie, AICP, Planning and Zoning Manager *CLajoie*

SUBJECT: **TX-002-20:** The applicant, Rod Feiner, Esq., on behalf of the property owner 2750 Griffin Holdings, LLLP, is requesting a text amendment to amend the existing Planned Residential (PRD-1) zoning district (SECOND READING).

Request

TEXT AMENDMENT

To allow multi-family and multi-family/mixed-use development in the Planned Residential Development District (PRD-1).

Background

The applicant is requesting to amend the existing Planned Residential Development (PRD-1) zoning district by adding multi-family and multi-family/mixed-use as permitted uses, and creating development regulations for same. In addition, the applicant is proposing a plat and site plan for development of a mixed-use property at 2730/2750 Griffin Road. These applications are currently in review and will be scheduled for an upcoming agenda.

The Planning and Zoning Board recommended approval of the request on February 19, 2020.

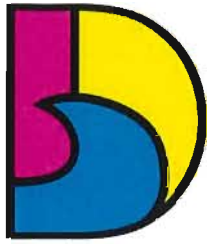
On March 10, 2020 the City Commission heard and approved this ordinance on first reading.

Budgetary Impact

None

Recommendation

Approve the ordinance on second and final reading.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: April 28, 2020

TO: Ana M. Garcia, City Manager, ICMA-CM

VIA: Candido Sosa-Cruz, Assistant City Manager

FROM: Marc C. LaFerrier, AICP, Director
Corinne Lajoie, AICP, Planning and Zoning Manager *CLajoie*

RE: **TX-002-20:** The applicant, Rod Feiner, Esq., on behalf of the property owner 2750 Griffin Holdings, LLLP, is requesting a text amendment to amend the existing Planned Residential Development (PRD-1) zoning district (SECOND READING).

The Request

TEXT AMENDMENT

To allow multi-family and multi-family/mixed-use development in the Planned Residential Development District (PRD-1).

The applicant is requesting to amend the existing Planned Residential Development District (PRD-1) zoning district by adding multi-family and multi-family/mixed-use as permitted uses, and creating development regulations for same.

The applicant is proposing the following development regulations to allow multi-family and multi-family/mixed-use development in the PRD-1 zoning district:

- Minimum of one (1) acre lot size
- Density of thirty-five (35) dwelling units per acre
- Maximum height of six (6) stories or seventy feet (70')
- Mixed-use only permitted on property abutting an arterial roadway

The text amendment also identified allowable commercial uses permitted with residential as a mixed-use project, which include the following:

- Athletic clubs/studios
- Banks and financial institutions with no drive through
- Bakeries
- Delicatessens
- Copy shop

- Day care centers
- Dry-cleaning establishments (no cleaning on premises)
- Fast food with no drive through
- Retail establishments, and those uses which are customarily accessory and clearly incidental to the principal permitted use; excluding smoke shops, cannabidiol (CDB) sales, and discount retail
- Office (business, professional and medical)
- Personal service establishment
- Restaurant
- Retail pharmacy

Site Plan and Plat approval by the City Commission will be required, consistent with the currently site plan regulations identified in the City's Land Development Code (LDC), Article 635.

This text amendment will establish zoning regulations that are intended to provide redevelopment and economic development opportunities for underutilized and aging properties in the City.

The Planning and Zoning Board recommended approval on February 19, 2020.

On March 10, 2020 the City Commission heard and approved this ordinance on first reading.

RECOMMENDATION

Approve the ordinance on second and final reading.

ORDINANCE NO. 2020-007
SECOND READING

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY ROD A. FEINER, ESQ., ON BEHALF OF 2750 GRIFFIN HOLDINGS, LLC, TO AMEND CHAPTER 28, "LAND DEVELOPMENT CODE," OF THE CITY CODE OF ORDINANCES BY AMENDING PART 1 "USE REGULATIONS," ARTICLE 105, "USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS," SECTION 105-20 "LIST OF RESIDENTIAL AND OPEN SPACE DISTRICTS PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES" AND SECTION 105-220, "PRD-1 DISTRICT SUPPLEMENTAL REGULATIONS;" AMENDING PART 2, "SITE DEVELOPMENT REGULATIONS," ARTICLE 205, "TABULAR SUMMARY OF SITE DEVELOPMENT STANDARDS FOR ALL ZONING DISTRICTS," SECTION 205-10(B) "PRD-1 AND MULTIPLE-FAMILY DISTRICTS;" PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, Objective V of the Future Land Use Element of the City of Dania Beach (the "City") Comprehensive Plan provides that the City will maintain land development regulations and zoning regulations to implement the City's Comprehensive Plan; and

WHEREAS, the City Commission finds it periodically necessary to amend its Code of Ordinances and Land Development Code ("Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, City staff recommends approval of a proposed change to the Code as shown below; and

WHEREAS, the Planning and Zoning Board, sitting as the City's Local Planning Agency, has reviewed this Ordinance, and has determined that it is consistent with the City's Comprehensive Plan; and

WHEREAS, pursuant to Section 166.041 (c)(2), Florida Statutes, notice has been given by publication in a newspaper of general circulation in the City, notifying the public of this proposed Ordinance and of the time and dates of the public hearings; and

WHEREAS, two (2) public hearings were held before the City Commission pursuant to the published notice described above; and

WHEREAS, the City Commission finds that adoption of this Ordinance through its police powers will protect the public health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives, and policies of the City’s Comprehensive Plan;

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

Section 1. That the preceding “WHEREAS” clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Part 1, “Use Regulations,” Article 105, “Use Regulations for Residential and Open Space Zoning Districts,” Section 105-220 “PRD-1 District Supplemental Regulations” of the City of Dania Beach Land Development Code is amended to read as follows:

PART 1. - USE REGULATIONS

ARTICLE 105. - USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS

Sec. 105-20. - List of residential and open space districts permitted, special exception and prohibited uses.

<u>Legend</u> P - Permitted P(#) - Permitted subject to numbered footnote A - Permitted accessory use only SE - Permitted special exception use only		Estate	RS-18000, RS-12000	RS-8000, RS-6000	RD-8000	NBHD - RES	RM	RM-1	RM-2	PRD-1 (see section 105 - 220)	RMH	OS
NP - Not permitted												
USES												

Multifamily and Mixed-use	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>P</u>	<u>NP</u>	<u>NP</u>

Sec. 105-220. - PRD-1 District supplemental regulations.

- (C) *Density.* Density shall be determined by the city commission in accordance with the provisions of the comprehensive plan (including allocation of flex and reserve units if applicable). Residential density shall not exceed five (5) units per gross acre for single-family cluster developments; eight (8) units per gross acre for other single-family and two-family development; and sixteen (16) units per gross acre for townhouse development; and thirty-five (35) units per acre for multi-family units. See section 205-10 (Schedule of lot, yard and bulk regulations).

(J) Multifamily/Mixed Use Option. A multifamily use is permitted subject to the development standards of Section 205-10 (schedule of lot, yard, and bulk regulations) and the following additional requirements for mixed-use developments:

- (1) The development may include commercial uses on the ground floor of the development such that the development is a mixed-use development as provided by the City of Dania Beach Comprehensive Plan.

The following commercial uses shall be permitted:

- i. Athletic clubs/studios;
- ii. banks and financial institutions with no drive-thrus;
- iii. bakeries;
- iv. delicatessens;
- v. copy shop;
- vi. day care centers;
- vii. dry-cleaning establishments (no cleaning on premises);
- viii. fast food restaurant with no drive-thrus; and
- ix. retail establishments,
- x. office (business, professional and medical),
- xi. personal service establishments,
- xii. restaurants,
- xiii. retail pharmacy, and
- xiv. retail stores and those uses which are customarily accessory and clearly incidental to the principal permitted use, excluding smoke shops, cannabidiol (CDB) sales, and discount retail.

- (2) The mixed use development shall be located abutting an arterial roadway and shall occupy the majority of the ground floor building area (excluding parking garages).

Section 3. That Part 2, “Site Development Regulations,” Article 205, “Tabular Summary of Site Development Standards for All Zoning Districts,” Section 205-10(b) “PRD-1 and Multiple-Family Districts” of the City of Dania Beach Land Development Code is amended to read as follows:

**ARTICLE 205. - TABULAR SUMMARY OF SITE DEVELOPMENT STANDARDS
FOR ALL ZONING DISTRICTS. ***

Sec. 205-10. - Schedule of lot, yard and bulk regulations.

(B) PRD-1 AND MULTIPLE- FAMILY DISTRICTS	LOT			DENSITY	BULK		YARDS					Additional Regulation
	MINIMUM			MAXIMU M	MAXIMUM		MINIMUM					
	Area (acre)	Width (Ft)	Dep th (Ft)	Density (DU/AC)	Height (Stories or Ft)	Cove rage (%)	Front (Ft)	Interior Side (Ft)	Rear (Ft)	Corner side (Ft)	Interior between buildings (Ft)	

PRD-1 DISTRCT	<u>1 ac.</u>											

<u>Multifamily/ Mixed Use</u>	<u>1 ac.</u>	<u>150</u>	<u>N/A</u>	<u>35</u>	<u>MF: 62</u> <u>MU: 70</u>	<u>85%</u> <u>or</u> <u>TBD</u> <u>with</u> <u>site</u> <u>plan</u>	<u>10</u>	<u>10</u> <u>or</u> <u>20</u> <u>abutting</u> <u>residenti</u> <u>al</u>	<u>15*</u>	<u>5</u>	<u>TBD with</u> <u>site plan</u>	<u>Section</u> <u>105-220.</u> <u>Pervious</u> <u>area for</u> <u>MU: 10%.</u> <u>Perimeter</u> <u>landscape</u> <u>buffers</u> <u>TBD with</u> <u>site plan.</u>

*Rear Yard Abutting Residential Properties: A rear yard setback of 15' is required for buildings that are less than 26' in height and are within 50' from the rear property line abutting residential properties. A rear yard setback equal to the 75% of the height of the building is required for buildings that are greater than 26' in height and not within 50' of the rear property line abutting residential properties.

Section 4. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to such extent of the conflict.

Section 6. That this Ordinance shall take full effect immediately upon its passage and adoption.

PASSED on first reading on March 10, 2020.

PASSED AND ADOPTED on second reading on April 28, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application **RECEIVED**

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☒ Other: Text Amendment (SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

FEB 04 2020

Date Rec'd:

Petition No.: Tx-002-20

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 2730 - 2750 Griffin Road, plus 4850 SW 28 Ave

Lot(s): 1-3 Block: 2 Subdivision: Seminole Park Subdivision plus unplatted land

Recorded Plat Name: Seminole Park Subdivision & unplatted

Folio Number(s): * see below Legal Description: see attached

Applicant/Consultant/Legal Representative (circle one) Rod A. Feiner, Esq.

Address of Applicant: 1404 S Andrews Avenue; Fort Lauderdale FL 33316

Business Telephone: 954-761-3636 Home: 954-600-9451 Fax: 954-761-1818

E-mail address: rafeiner@coker-feiner.com

Name of Property Owner: 2750 Griffin Holdings, LLLP

Address of Property Owner: 2200 NW Corporate Blvd., Ste 406, Boca Raton, FL 33431

Business Telephone: 954-394-6615 Home: Fax:

Explanation of Request: Text change

*For Plats please provide proposed Plat Name for Variances please attach **Criteria Statement** as per Section 625.40 of the Land Development Code.*

82,311 (1.88%) 102,503
Prop. Net Acreage: Gross Acreage: Prop. Square Footage:

Existing Use: Various Proposed Use: Mixed Use

* 5042 3206 0130 5042 3206 0141
5042 3201 0370 5042 3206 0140
5042 3201 0380

Is property owned individually, by a corporation, association, or a joint venture?
Yes, an LLLP

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize Rod A. Feiner, Esq., & Coker & Feiner (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 31st DAY OF January, 2020

By:

Theresa Montgomery
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Theresa Montgomery
(Signature of Notary Public – State of Florida)



Personally known X or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

**ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.**

COKER & FEINER

1404 S. Andrews Ave.
Ft. Lauderdale, FL 33316
Telephone: (954) 761-3636
Facsimile: (954) 761-1818

DATE: January 15, 2020

TO: Marc LeFerrier, Director of Community Development

FROM: Rod A. Feiner, Esq.
rafeiner@coker-feiner.com

RE: Zoning Code Text Change
PRD-1

As you are aware, I represent the 2750 Griffin Holdings, LLLP, which is the applicant for a zoning code text change. The proposed text change adds density standards and mixed-use development along arterial roadways for the PRD Zoning District.

Griffin Road is a major arterial roadway. Even though a major arterial roadway the lot sizes along Griffin Road and the areas adjacent to such lots are small in size. The reason for this is at the initial time of development small lots, even commercial lots, were platted and developed as a large accumulation of lots was not typical of development nor was development proposed for larger projects. These smaller lots make redevelopment of the Griffin Road area a challenge. The text change is required by the changed circumstances of lot ownership and development.

It is a goal and objective to have commercial development along major arterial roadways. That is a ripe place to have such development. However, to help spur development, especially along major arterial and commercial corridors, it is necessary to assist with the amalgamation of property. This would especially occur through mixed-use development. Mixed use development is necessary to help commercial uses survive. The advent of the internet and how this is impacting commerce, especially with on-line delivery and purchasing, means that the time of the big box retail establishments or stand along commercial development seem to have past as many of these stores are now filing bankruptcy and closing locations.

Most of the zoning around the Griffin Road corridor contains a small commercial frontage and the residential zoning behind the commercial zoning. This type of zoning, which was typical in years past, does not allow for tracts to be assembled and for new development to occur. As a result, the PRD or planned development enables developers to consolidate ownership, combine tracts and design an integrated development. While the PRD Zoning District did allow for such integrated development, it is missing a mixed use component which is necessary for arterial corridors. The proposed text change allows for a mixed use along commercial corridors provided that there is

sufficient frontage along the arterial roadway and that certain minimum lot sizes are maintained in order to ensure that a mixed use development reflects the combination of various lots thus following the intent of the text change. In addition, by requiring that a mixed use development have a minimum frontage on an arterial roadway means that the residential units and commercial uses would be near areas served by public transportation; which allows for an encourages an orderly development pattern.

Finally, the proposed text change is consistent with the comprehensive plan. Density and the residential units are only be allowed if it is consistent with the City Comprehensive Plan as would commercial uses for the mixed use development.

RECEIVED

FEB 04 2020

BY: _____

Law Offices
COKER & FEINER
1404 South Andrews Avenue
Fort Lauderdale, FL 33316-1840

Telephone: (954) 761-3636

E-mail: rafeiner@coker-feiner.com

January 30, 2020

Re: Notice of Community Meeting

Dear Neighbor:

Please be advised that this firm represents 2750 Griffin Holdings, LLLP. This letter is to invite you to a community meeting relating to a re-zoning and site plan for property located at 2750 Griffin Road. The property is generally located on the south side of Griffin Road between SW 28th Ave. and SW 27th Terrace. Alternatively, the project is about ½ mile west of the intersection of Ravenswood Road and Griffin Road. A location map for the project is on the back of this letter.

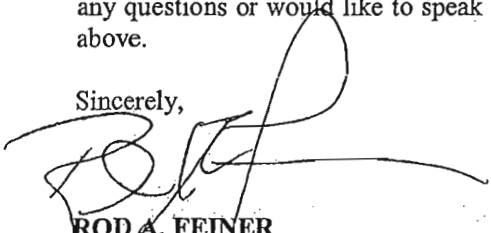
2750 Griffin Holdings is currently pursuing a re-zoning to PRD-1 along a site plan approval through the City of Dania Beach in order to allow a mixed use redevelopment of the subject property. As you are the project's neighbors we would like to introduce you to the project, answer any questions you may have and receive your input into the project.

We have scheduled a meeting at the following location:

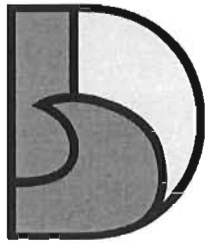
Date: February 18, 2020
Time: 6:00 PM
Location: PJ Meli Aquatic Complex
PJ Meli Community Center
2901 SW 52nd Street
Dania Beach, FL 33312

At the meeting we will also have a copy of the proposed site plan for you to review. Of course, if you have any questions or would like to speak with me, please feel free to call me at the e-mail or phone number above.

Sincerely,



ROD A. FEINER
For the Firm



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

AFFIDAVIT
CITY OF DANIA BEACH, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
MAILING LIST AND LABELS

RECEIVED

FEB 04 2020

BY: _____

STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME, the undersigned authority, personally appeared Christina Mathews,
(Print Name)
who, after being duly sworn, deposes and says:

1. I am an individual over the age of 18 years old and

(CHECK APPLICABLE SPACE)

___ I am the property Owner of the property identified below,

OR

X I represent to the City of Dania Beach, Florida that I am an authorized agent and representative of the property owner(s), 2750 Griffin Holdings LLLP,

(Print Name of Property Owner)

for the property located at 2750 Griffin Road (the "Property"), and this

(Address)

sworn statement pertains to the application for Text Amendment

(Briefly describe application, such as "site plan approval" or a "variance" or a "special exemption")

relating to Petition number(s) TX-002-20

2. Pursuant to **Sec. 610-20(D)** of the Code of Ordinances of the City of Dania Beach, I understand that there is a mailing date deadline for notices and petitions. In order to file a mailing petition, I must provide the City with:

- One (1) set of Mailing Labels
- One (1) copy of the mailing list for all property owners who or which own property located within 450 feet of the subject property.

3. I understand that I am legally responsible for timely providing the City with the mailing labels and mailing list a minimum of twenty-five (25) days prior to the mailing date (for projects which may have more than 200 mailings, I understand that City staff may request labels even earlier). The mailing date is _____, 20____. I am also aware that pursuant to **LDC Sec. 610-30(D)(3)**, "[T]he mail notice shall contain substantially the same information as provided in the newspaper advertisement for the same application, and shall also contain the legal description of the subject property, the approximate relation to the nearest cross street(s) and a map or demarcated aerial photograph showing its approximate size, location and relationship to adjacent properties."

4. If I do not timely provide the mailing labels and mailing list, the City will need to delay the processing of the application.

OWNER OR REPRESENTATIVE:

JOINT OWNER (IF APPLICABLE)

Signature

Signature

PRINT Name

PRINT Name

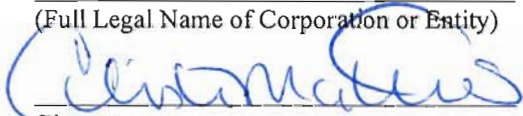
Title

Title

**IF CORPORATION, LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP
OR OTHER ENTITY:**

Cutro & Associates

(Full Legal Name of Corporation or Entity)


Signature

Christina Mathews

PRINT Name

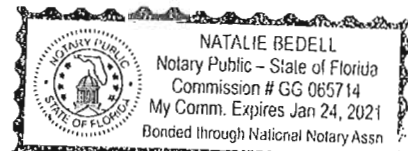
mng
Title

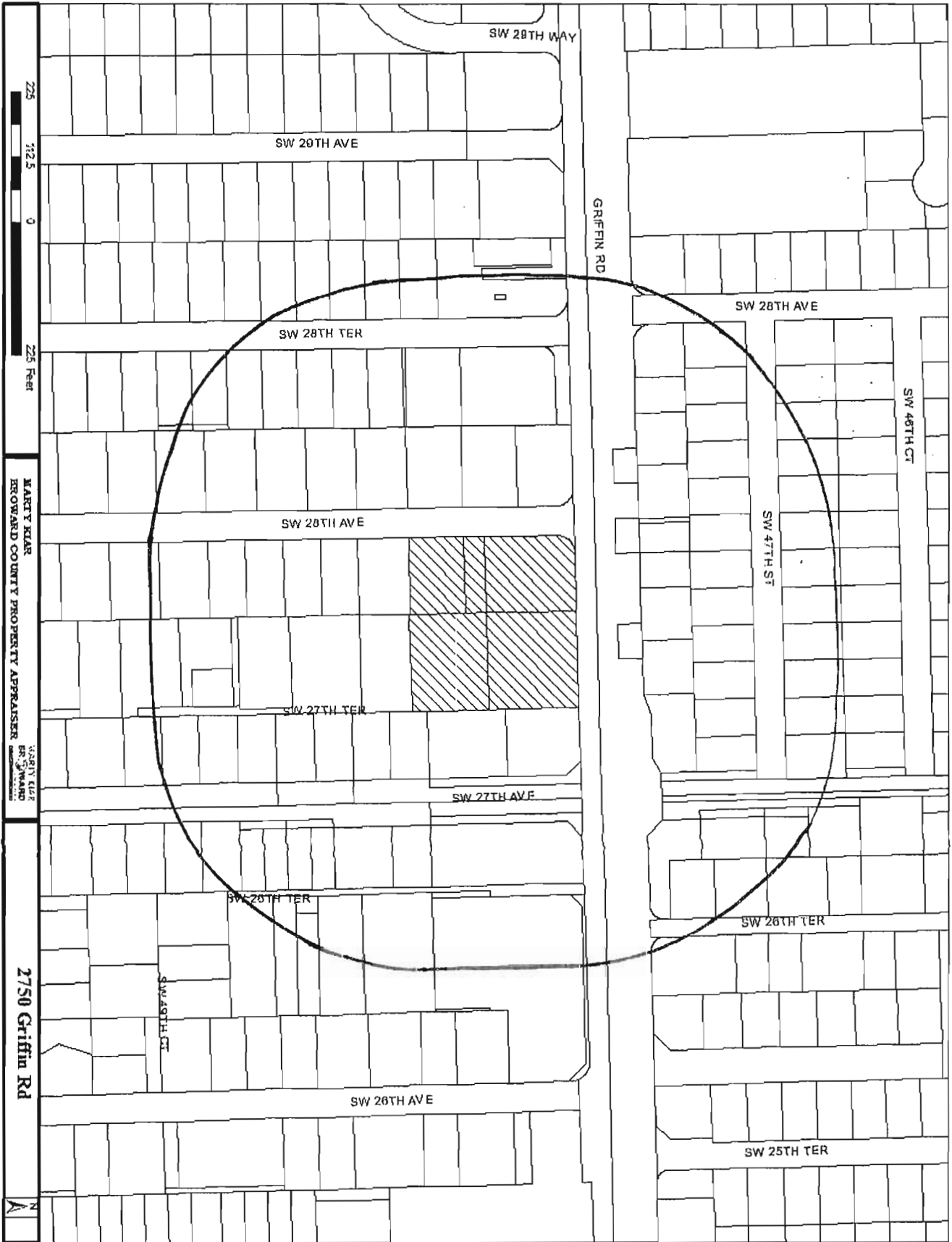
On January 30, 2020, personally appeared Christina Mathews
and (if applicable, if there is a co-owner) _____, as the Owner(s)
of the property described above. Such person(s) is/are personally known to me or produced
_____ his/her/their
identification.


NOTARY PUBLIC
State of Florida

My Commission Expires:

1-24-21





225 112.5 0 225 Feet

MARTY KILMER
BROWARD COUNTY PROPERTY APPRAISER
JANUARY 2012
BR 374940

2750 Griffin Rd



FOLIO_NUMB	NAME	ADDRESS_LI	CITY	STATE	ZIP	ZIP4	LEGAL
504229011620	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY JOHN & ROSINA SMITH REV TRSMITH,JOHN E &	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309	3421	MARSHALLS EVERGLADE SUB 2-32 D29-50- 42LOT 12 E 85 OF W 110 OF N 89 OFS 438 BLK 4AKA LOTS 11 N 35, 13/2 LESS W 15FOR CO RD
504229030010	ROSINA TRSTEE	2141 NW 109 AVE	SUNRISE	FL	33322	3419	AVON HEIGHTS 38-38 BLOT 12 BLK 2
504229030050	LUCKLY LOTS LLC	1560 NE 205 TERR	MIAMI	FL	33179		AVON HEIGHTS 38-38 BLOT 11 BLK 2
504229030060	MENNAUTH,DEOKUMAR	4761 SW 26 TER	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 10 BLK 2
504229030070	BOLLAHANIS,PETER	1314 N 32ND AVE	MELROSE PARK	IL	60160	2806	AVON HEIGHTS 38-38 BLOT 9 BLK 2
504229030080	INGRAM,J B & PAMELA	4751 SW 26 TER	FORT LAUDERDALE	FL	33312	5910	AVON HEIGHTS 38-38 BLOT 8 BLK 2
504229030090	MCLEAN,DANA LYNNMCLEAN,ZACHARY ELIAS	4710 SW 27 AVE	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 7 BLK 2
504229030091	SANABRIA,RIGOBERTO	4730 SW 27 AVE	FORT LAUDERDALE	FL	33312	5903	AVON HEIGHTS 38-38 BLOT 6 BLK 2
504229030100	AVILA,AURA MARINA	4731 SW 26 TER	FORT LAUDERDALE	FL	33312	5910	AVON HEIGHTS 38-38 BLOT 5 BLK 2
504229030310	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	AVON HEIGHTS 38-38 BLOT 4 BLK 2
504229140010	LUCKLY LOTS LLC	1560 NE 205 TERR	MIAMI	FL	33179		AVON HEIGHTS 38-38 BLOT 3 BLK 2
504229140020	LUCKLY LOTS LLC	1560 NE 205 TERR	MIAMI	FL	33179		AVON HEIGHTS 38-38 BLOT 2 BLK 2
504229140030	PERKINS,JANICE M	2779 GRIFFIN RD	FORT LAUDERDALE	FL	33312		MARSHALLS EVERGLADE SUB 2-32 D29-50- 42LOT 12 N 104 OF S 378 OF E 100OF W 210 LESS RD BLK 4AKA LOT 10,12 S 48 BLK 2
504229140040	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309	3421	MARSHALLS EVERGLADE SUB 2-32 D29-50- 42LOT 12 E 70 OF W 110 OF N 75 OFS 349 BLK 4 AKA LOTS 9,11 S 19/2LESS CO RD
504229140050	BRADY,DWIGHT	1320 SW 88 WAY	PEMBROKE PINES	FL	33025		MARSHALLS EVERGLADE SUB 2-32 D29-50- 42LOT 12 N 89 OF S 274 OF E 100 OFW 210 LESS RD BLK 4-AKA LOT 6N 33,8/2-
504229140060	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309	3421	MARSHALLS EVERGLADE SUB 2-32 D29-50- 42LOT 12 E 70 OF W 110 OF N 110OF S 274 BLK 4-AKA LOTS 5,7,LESS R/W BLK 2
504229140061	BRADY,DWIGHT	1320 SW 88 WAY	PEMBROKE PINES	FL	33025		AVON HEIGHTS 38-38 BLOT 13 LESS E 15 FOR RDBLK 1
504229140062	BRANN,JUSTIN &TAYLOR,NELSON	3020 NE 15 AVE	OAKLAND PARK	FL	33334	4408	AVON HEIGHTS 38-38 BLOT 14 BLK 1
504229140070	TAYLOR,NELSONBRANN,JUSTIN	3020 NE 15 AVE	OAKLAND PARK	FL	33334	4408	AVON HEIGHTS 38-38 BLOT 15 BLK 1
504229140080	HATZ PROPERTY INVESTMENTS LLC	6511 ARLINGTON LN	PARKLAND	FL	33073		AVON HEIGHTS 38-38 BLOT 16 BLK 1
504229140090	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309	3421	AVON HEIGHTS 38-38 BLOT 17 BLK 1
504229140100	SCHEBOVITZ,NIKI	5241 SW 32 AVE	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 18 BLK 1
504229140110	MIL PROPERTIES INC	2302 N 37 AVE	HOLLYWOOD	FL	33021	3603	AVON HEIGHTS 38-38 BLOT 19 BLK 1
504229140130	DROUSKIN,DAN	2708 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 20 BLK 1
504229140140	VINET,EMILIE	2716 SW 47ST	FORT LAUDERDALE	FL	33312	5644	AVON HEIGHTS 38-38 BLOT 21 BLK 1
504229140150	PESCATORE,LORI	2724 SW 47 ST	DANIA BEACH	FL	33004		AVON HEIGHTS 38-38 BLOT 22 BLK 1
504229140160	TORNESSI,ANDREA FABIANA						
504229140160	H/EFERREIRA,ALVARO F	2732 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 23 BLK 1
504229140170	NELSON,BONICE S	2740 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 24 BLK 1
504229140180	RAMIREZ,IRIS	2748 SW 47 ST	FORT LAUDERDALE	FL	33312		MARSHALLS EVERGLADE SUB 2-32 D29-50- 42LOT 12 E 100 OF W 340 OF N 208OF S 218 LESS PT TR 12 DESC ASCOMM AT SW COR SET 1/4 OF SEC 29,ELY 340.17,NLY 75 TO POB,WLY 74.86 TO P/C,WLY & NLY ARCDIST OF 39.32,SLY 75.05,ELY99.88,NLY 50 TO POB BLK 4-AKALOTS 1,2,3 BLK 1

504229140190	PUERTA,GUILLEMO	2756 SW 47 ST	FORT LAUDERDALE	FL	33312		MARSHALLS EVERGLADE SUB 2-32 D29-50-42LOT 12 N 75 OF S 185 OF E 100 OF W 210 BLK 4-AKA LOT 4,6 S 21BLK 2-
504229140200	YEAA LLC	10097 CLEARY BLVD #105	PLANTATION	FL	33324		MARSHALLS EVERGLADE SUB 2-32 D29-50-42LOT 12 E 100 OF W 210 OF N 1000' S 110 LESS CO RD,12 S 164 OF E 100 OF W 110 LESS RD R/WSBLK 4 AKA LOTS 1,2,3 LESS RDR/WS BLK 2
504229140210	RICHARD HOFFMAN REV TRHOFFMAN,RICHARD TRSTEE	2772 SW 47 ST	FORT LAUDERDALE	FL	33312	5644	AVON HEIGHTS 38-38 BLOTS 11 & 12,LESS PT OF RD DESC WITHIN FOL,COMM SE COR OF SW1/4SEC 29,NLY 159.87,WLY 40 TOPOB,SLY 59.08,SWLY 29.49,WLY73.08,SWLY 37.95,SLY 40,ELY150,NLY 125,WLY 15 TO POB BLK 1
504229140220	MEKAITTEN,ASSAF	2780 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 9 E1/2,10 LESS S 40 FOR RDBLK 1
504229140230	SWAY 2014-1 BORROWER LLC	8665 E HARTFORD DR	SCOTSDALE	AZ	85255		AVON HEIGHTS 38-38 BLOT 8,9 W1/2,LESS S 40 FOR RDBLK 1
504229140240	PARDO,MARIA L	2796 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 7 LESS S 40 FOR RD BLK 1
504229140260	RODRIGUEZ,JUAN CARLOS & LIGIA	2789 SW 47 ST	FORT LAUDERDALE	FL	33312	5643	AVON HEIGHTS 38-38 BLOT 6 E 50,LESS S 40 FOR RDBLK 1
504229140270	YEAA LLC	10097 CLEARY BLVD #105	PLANTATION	FL	33324		AVON HEIGHTS 38-38 BLOT 6 W 10,LESS S 40 FOR RDBLK 1
504229140280	RITCHIE,JOSEPH WILLIAM	2773 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 5 LESS S 40 FOR RD & LOT 4E1/2 LESS S 40 FOR RD BLK 1
504229140290	MURDOCK,WILLIAM MERCADO,JUAN D & ROBIN A	2765 SW 47 ST	FORT LAUDERDALE	FL	33312	5843	AVON HEIGHTS 38-38 BLOT 3 TOGETHER WITH LOT 4 W1/2,LESS S 40 FOR ROAD BLOCK 1
504229140300	LEMERCADO,JOSEPH & MERCADO,TRACEY	2757 SW 47 ST	FORT LAUDERDALE	FL	33312	5643	AVON HEIGHTS 38-38 BLOT 2 LESS PAR 28-W FORGRIFFIN RD R/W BLK 1
504229140310	DEL RIO,RAFAEL	2749 SW 47 ST	FORT LAUDERDALE	FL	33312	5643	AVON HEIGHTS 38-38 BLOT 1 LESS COMM S E COROF SW1/4,WLY 831.24 TOC/L OF SW 28 ST,NLY 104.93,WLY 25 TO POB,SLY & WLYALG CUR 47.08,WLY 70.04SLY 40.00,ELY 100,NLY 69.96TO POB, LOT 2 BLK 4
504229140320	GONZALEZ,PELEGRIN & ANA	2741 SW 47 ST	FORT LAUDERDALE	FL	33312	5643	AVON HEIGHTS 38-38 BLOT 1 LESS PAR 28-W FORGRIFFIN RD R/W BLK 1
504229140330	ALTMAN,CHRISTINA L	2735 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 9 S 40 BLK 1
504229140340	GREENWELL,WENDY ANNE	2725 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 6 S 40 BLK 1
504229140350	RENAUD,MARJORIE	2717 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 4 S 40 BLK 1
504229140360	HICKS,NANCY L	2709 SW 47 ST	FORT LAUDERDALE	FL	33312		FOOT STEPS PARCEL B 135-29 BROAD RIGHT OF WAY AS DEDICATEDPER PLAT
504229140650	N & D HOLDING INC	5310 W STATE ROAD 84	FORT LAUDERDALE	FL	33314	1240	JACARANDA HEIGHTS 31-31 BROAD RIGHT OF WAY AS DEDICATEDPER PLAT LESS THAT POR LYING INGRIFIN RD (ST RD 818) R/W ASPER MISC MB 8-3
504232010231	MESTRES,CIRO JR & MARY	604 RIVERSIDE DR #6B	NEW YORK	NY	10031		REED LAND CO SUB 2-32 D 32-50-42LOT 4 N 160 OF E1/2 LESS W 165& LESS R/WS FOR CO RDS BLK 2
504232010232	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	REED LAND CO SUB 2-32 D 32-50-42LOT 4 N 190 OF W 165 OF E1/2LESS N 35 FOR CO RD BLK 2
504232010233	4941 LLC	7561 POLK ST	HOLLYWOOD	FL	33024		SEMINOLE PARK SUB 24-32 BLOT 1 LESS PT DESC IN PAR 51 WOF CA 85-11749,LOT 2 N 60BLK 2

504232010234	HASSELBACH, WILLIAM F H/EHASSELBACH, GARY PHILIP	4933 SW 27 AVE	FORT LAUDERDALE	FL	33312	6027	REED LAND CO SUB 2-32 D 32-50-42LOT 4 N 130 OF W 140 LESS RDLESS N 35 FOR RD & LESS COMMAT NE COR OF NW1/4 WLY 528.22, SLY 35 TO POB, ELY & SLY ARC DISTOF 47.49, NWLY 30.37, SWLY 30.37 TO POB BLK 2
504232010235	BROWER, ANDREW	4951 SW 27 AVE APT B	FORT LAUDERDALE	FL	33312	6027	JACARANDA HEIGHTS 31-31 BLOTS 1 & 2, LESS THERFROM W 46 OF N 133 OF S 202 & LESS E 18 OF W 68.5, EXCEPT S 78 & LESS W 50, EXCEPT S 202 & LESS N 96 OF S194.6 OF W 36 OF E 39.9 & LESS PAR 34-W FOR RD BLK 1 TOGET WITHPT OF LOTS 1 & 2 DESC AS N 96 OF S 194.6 OF W 36 OF E 39.9 LESS W 9 OF S 18 THEREOF
504232010250	NUNEZ, GEORGE	4935 SW 27 TER	FORT LAUDERDALE	FL	33312	5845	JACARANDA HEIGHTS 31-31 BPTS OF LOTS 1 & 2 DESC ASE 18 OF W 68.50 LESS S 78, AND W 50.50 LESS S 202 AND W 90F S 18 OF N 96 OF S 194.60 OF W 36 OF E 39.90AKA: NORTH BLDG PARKING SPACES
504232010251	COX, JARED & ASHLEY	4935A SW 27 TER	FORT LAUDERDALE	FL	33312	5845	JACARANDA HEIGHTS 31-31 BLOT 39 LESS S 20.40 LESS N 20BLK 2
504232010260	MARQUEZ, LINA MARIA MARY P RICHARDS REV TRICHARDS, MARY P	4985 SW 27 TER	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D LOT 9 N 296 OF W 155 LESS N 35& W 25 & LESS E 10 & LESS PTDESC IN PAR 60-W PF CA 82-15113FOR RDS BLK 1
504232010360	TRSTEE	3066 BRISTLECONE RD	AVON PARK	FL	33825		PIRKLES PROPERTY 89-33 BRARCEL A
504232010361	RICHARDS, RELL Y D	3066 BRISTLECONE RD	AVON PARK	FL	33825		REED LAND CO SUB 2-32 D 32-50-42LOT 4 S 136 OF N 296 OF E1/2LESS W 165 & LESS CO RD BLK 2
504232010370	2750 GRIFFIN HOLDINGS LLLP	2200 NW CORPORATE BLVD STE 406	BOCA RATON	FL	33431		REED LAND CO SUB 2-32 D 32-50-42LOT 4 S 132 OF N 322 OF W 165 OF E1/2 BLK 2
504232010380	2750 GRIFFIN HOLDINGS LLLP	2200 NW CORPORATE BLVD STE 406	BOCA RATON	FL	33431		SEMINOLE PARK SUB 24-32 BLOT 2 LESS N 60 BLK 2
504232010390	PK2810 INC	320 SE 16 AVE	FORT LAUDERDALE	FL	33301		SEMINOLE PARK SUB 24-32 BLOT 3 BLK 2
504232010410	WICHER, KRZYSZTOF	4881 SW 27 AVE	FORT LAUDERDALE	FL	33312	5932	SEMINOLE PARK SUB 24-32 BLOT 3 BLK 1
504232010411	PADIN, MARIA BRADIN, HOWARD	25 HAWHORNE LN	BOYNTON BEACH	FL	33426		JACARANDA HEIGHTS 31-31 BLOTS 38 LESS S 6.39 S 20 BLK 2
504232010412	PAPPA, JOHN III H/E PAPPA, DIANE	4891 SW 27 AVE	FORT LAUDERDALE	FL	33312	5932	JACARANDA HEIGHTS 31-31 BLOT 2 S 5.3 BLK 1
504232010413	LONESKE, REBECCA	41336 HIDDEN OAKS DR	CLINTON TWP	MI	48038	4531	REED LAND CO SUB 2-32 D 32-50-42LOT 9 S 120.5 OF N 416.5 LESS E 300 & LESS W 155 BLK 1AKA: PAR N,N3/4 OF S P UNREC
504232010414	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	REED LAND CO SUB 2-32 D 32-50-42LOT 9 S 67 OF N 363 OF W 145LESS W 40 FOR RD BLK 1
504232010420	PLACA, ROBERT JR	4913 SW 27 TER	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 32-50-42LOT 4 N1/2 OF S 130 OF N 426 OF E 165 LESS E 40 FOR RD BLK 2
504232010421	RICH, ROBERTA E	4901 SW 27 TER	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 32-50-42LOT 4 S 86 OF N 408 OF W 165OF E1/2 BLK 2
504232010430	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	SEMINOLE PARK SUB 24-32 BLOT 4 BLK 2
504232010440	MCMAHON, LESLIE & MAJORSKY, JURAJ	740 ELLIOTT PL	COUPEVILLE	WA	98239	4014	SEMINOLE PARK SUB 24-32 BLOT 4 BLK 1
504232010910	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY JOSEPHINE D BOVIE REV LIV TRBOVIE, JOSEPHINE	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309	3421	JACARANDA HEIGHTS 31-31 BLOT 38 S 6 BLK 2
504232020010	D TRSTEE	2695 SW 121 TER	DAVIE	FL	33330		JACARANDA HEIGHTS 31-31 BLOT 37 BLK 2

504232020020	MEILAN,SARAJORDAN, WILLIAM	4830 SW 27 AVE #1-2	FORT LAUDERDALE	FL	33312		JACARANDA HEIGHTS 31-31 BLOT 4 BLK 1
504232020030	GARDNER, RONALD & MELISSA	4900 SW 27 AVE	FORT LAUDERDALE	FL	33312	6028 1	REED LAND CO SUB 2-32 D 32-50-42LOT 9 S 100 OF N 463 OF W 145LESS W 40 FOR RD BLK 1
504232020050	MESTRES, CIRO JR & MARY	604 RIVERSIDE DR #6B	NEW YORK	NY	10031		REED LAND CO SUB 2-32 D 32-50-42LOT 4 S1/2 OF S 130 OF N 426 OF E 165 LESS E 25 FOR RD BLK 2
504232020052	ROBERGE, JOEL H/ROBERGE, EDWARD	4930 SW 27 AVE	FORT LAUDERDALE	FL	33312		JACARANDA HEIGHTS 31-31 BLOT 36 BLK 2
504232020090	CATON, STEVEN A & HERNANDEZ, JONATHAN V	6200 HAWKES BLUFF AVE	DAVIE	FL	33331		JACARANDA HEIGHTS 31-31 BLOT 5 BLK 1
504232020091	FADLON, YUVAL	201 ANSIN BLVD # A	HALLANDALE BEACH	FL	33009	3116	REED LAND CO SUB 2-32 D 32-50-42LOT 4 S 76.5 OF N 493 LESS E300 & LESS W 155 BLK 1AKA-PT PAR N OF S P UNREC
504232020092	CHRISTINE M PROST LIV REV TRDANIELLE	PO BOX 290484	DAVIE	FL	33329		REED LAND CO SUB 2-32 D 32-50-42LOT 4 S 120 OF N 528 OF W 165OF E1/2 BLK 2
504232020093	AGUIAR LIV REV TR ETAL	4940 SW 29 TER	FORT LAUDERDALE	FL	33312	5818	SEMINOLE PARK SUB 24-32 BLOT 5 N 64 BLK 2
504232020094	KUZAVA, CAROL M	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004		SEMINOLE PARK SUB 24-32 BLOT 5 BLK 1
504232020110	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501 -RP	FORT LAUDERDALE	FL	33301	1801	REED LAND CO SUB 2-32 D32-50-42LOT 4,S 65.50 OF N 491.50OF E1/2,LESS W 165 & LESS E40 FOR RD, BLK 2
504232020264	OBYMAKO, MICHAEL	2645 SW 49 CT	FORT LAUDERDALE	FL	33312		FOOT STEPS 130-15 BPARCEL A N 39.75
504232020450	MORDES, JERRY & SUSAN LEMORDES, HERMAN	4836 SW 26 TER	FORT LAUDERDALE	FL	33312		JACARANDA HEIGHTS 31-31 BLOT 35 BLK 2
504232060010	WEAR, RICKY D	4837 SW 28 AVE	FORT LAUDERDALE	FL	33312	5849	JACARANDA HEIGHTS 31-31 BLOT 6 BLK 1
504232060020	NANAN, CHRISTAL	8590 NW 20 CT	FORT LAUDERDALE	FL	33312		SEMINOLE PARK SUB 24-32 BLOT 5 S 21,6 N 43 BLK 2
504232060030	STEWART, THOMAS J & JENNIFER L	4891 SW 28 AVE	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 32-50-42LOT 9 S 38.25 OF N 531.25 LESSW 185 & LESS E 300 BLK 1AKA:PT PAR O,S P UNREC
504232060040	ALBALACH, AVRAHAM & TOVAALBALACH, YOSSEI	PO BOX 417	DANIA BEACH	FL	33304		REED LAND CO SUB 2-32 D 32-50-42LOT 9 S 38.25 OF N 531.25 LESSW 155 & LESS E 475 BLK 1
504232060050	SNI PROPERTIES LLC	3396 SW 49 ST	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D32-50-42LOT 4 S 65.50 OF N 557 OF E 165LESS E 40 FOR RD BLK 2
504232060060	SEPCARU, LIAT H/EVAYNER, SHLOMO	4955 SW 28 AVE	FORT LAUDERDALE	FL	33312		FOOT STEPS 130-15 BPARCEL A LESS N 39.75 THEREOF
504232060070	AVERY, VIVIAN	4975 SW 28 AVE	FORT LAUDERDALE	FL	33312		SEMINOLE PARK SUB 24-32 BLOT 6 BLK 1
504232060130	2750 GRIFFIN HOLDINGS LLP	2200 NW CORPORATE BLVD STE 406	BOCA RATON	FL	33431		JACARANDA HEIGHTS 31-31 BLOT 34 BLK 2
504232060140	2750 GRIFFIN HOLDINGS LLP	2200 NW CORPORATE BLVD STE 406	BOCA RATON	FL	33431		REED LAND CO SUB 2-32 D 32-50-42LOT 9 S 38.25 OF N 569.50 LESSW 155 & LESS E 300 BLK 1AKA:PT PAR O,S P UNREC
504232060141	2750 GRIFFIN HOLDINGS LLP	2200 NW CORPORATE BLVD STE 406	BOCA RATON	FL	33431		JACARANDA HEIGHTS 31-31 BLOT 7 BLK 1
504232060150	4880 SW 28 AVE LLC	19630 NE 26 AVE	MIAMI	FL	33180		REED LAND CO SUB 2-32 D 32-50-42LOTS 3 & 4 E 15 OF W 165 OF S264 OF N 792 OF E1/2 BLK 2
504232060160	MANCINI, DAWN	4900 SW 28 AVE	FORT LAUDERDALE	FL	33312	5852	REED LAND CO SUB 2-32 D 32-50-42LOT 4 S 88 OF N 616 OF W 150 OF E1/2 BLK 2
504232060170	SCULLY, JACQUELINE T	4930 SW 28 AVE	FORT LAUDERDALE	FL	33312	5852	FOOT STEPS PARCEL "B" 135-29 BPARCEL "B" N1/2
504232060180	ZEBRAUSKAS, JEROME C & MARY D	4940 SW 28 AVE	FORT LAUDERDALE	FL	33312	5852	SEMINOLE PARK SUB 24-32 BLOT 6 S 42,7 N 22 BLK 2
504232060190	WINTERS, PAUL D LEWINTERS, KEVIN MICHAEL	4950 SW 28 AVE	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 32-50-42LOT 4 S 65 OF N 622 OF E1/2 LESSW 165 & LESS PT LYING WITHIN 400F E/L OF TRACT BLK 2

504232060200	RODRIGUEZ,PETER J & ILA G	4954 SW 28 AVE	FORT LAUDERDALE	FL	33312	5852	REED LAND CO SUB 2-32 D 32-50-42LOT 9 S 76.5 OF N 646 LESSEE 300,LESS W 155 BLK 1AKA:S1/2 PAR O,S P UNREC FOOT STEPS PARCEL "B" 135-29 BPARCEL "B" S1/2
504232060201	BLANCO,LOUIS D	PO BOX 275	NEW SMYRNA	FL	32170	0275	JACARANDA HEIGHTS 31-31 BLOT 33 BLK 2
504232080010	N & D HOLDING INC	5310 W STATE ROAD 84	FORT LAUDERDALE	FL	33314	1240	JACARANDA HEIGHTS 31-31 BLOT 8 BLK 1
504232080021	MALIKMO LLC	899 N SUMMIT ST	CRESCENT CITY	FL	32112		SEMINOLE PARK SUB 24-32 BLOT 7 BLK 1
504232080030	4847 HAGE PROPERTY LLC	1790 SE 23 AVE #6B	FORT LAUDERDALE	FL	33316		
504232080040	JOAN ALICE LEHMAN REV TRLEHMAN,JOAN ALICE TRSTEE	2880 NE 14 ST #913	POMPANO BEACH	FL	33062	3659	SEMINOLE PARK SUB 24-32 BLOT 7 S 63 BLK 2
504232080050	WARD,ROBERT G JR	4877 SW 28 TER	FORT LAUDERDALE	FL	33312	5803	REED LAND CO SUB 2-32 D 32-50-42S 65 OF N 10 S 65 OF N 687 OFW 145 LESS W 25 FOR RD BLK 1
504232080060	GEORGE & ELENA METZKES REV TRMETZKES,ELENA TRSTEES	6383 NW 40 AVE	COCONUT CREEK	FL	33073		REED LAND CO SUB 2-32 D 32-50-42E 88.25 OF N 68 OF FOL DESC.:S 88 OF N 704 OF W 165 OF E1/2OF LOTS 3 & 4 BLK 2 LESS E 15FOR RD 40FOR RD BLK 2
504232080070	IONTA,ANA MARIA	4903 SW 28 TERR	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 32-50-42N 44 OF W 165 OF E1/2 LOT 3LESS E 15 & LESS OR 8117/734,S44 OF W 165 OF E1/2 LOT 4 LESS E15 & LESS OR 8117/734 BLK 2
504232080080	KANJIRATHUMKAL,JIJUKANJIRATHUMKAL,JOHN	4911 SW 28 TER #1-2	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 32-50-42PT OF LOTS 9 & 10 DESC AS BEG300 W OF NE COR OF LOT 9 BLK 1,S 646,W 125 FOR POB,CONTW 89.96,S 122,E 90.20,N 122 TOP08 LOT 14 BLK 2 SP
504232080290	REALTY ANALYSIS LLC	4930 SW 28 TER	FORT LAUDERDALE	FL	33312	5806	JACARANDA HEIGHTS 31-31 BLOT 32 E 10 BLK 2
504232080291	SEPCARULIATVAYNER,SHLOMO	4955 SW 28 AVE	FORT LAUDERDALE	FL	33312	5851	JACARANDA HEIGHTS 31-31 BLOT 32 LESS E 10 BLK 2
504232080300	BELTISIS,DIMITRIOS	4920 SW 28 TER	FORT LAUDERDALE	FL	33312		SEMINOLE PARK SUB 24-32 BLOT 8 BLK 2
504232080301	SNI PROPERTIES LLC	3336 SW 49 ST	FORT LAUDERDALE	FL	33312		
504232080310	DOUGHERTY LIV TRDOUGHERTY,THOMAS & P L TRSTEES	2081 NW 85 AVE	PEMBROKE PINES	FL	33024	3465	SEMINOLE PARK SUB 24-32 BLOT 8 BLK 1
504232080321	MATUTE,LUISKORNILOVA,JEKATERINA	1400 SW 87 AVE	PEMBROKE PINES	FL	33025	3307	PEED LAND CO SUB 2-32 D 32-50-42LOTS 9 & 10 S 65 OF N 752 OFW 145 LESS W 25 FOR RD BLK 1
504232080330	MEDVEDEVA,ELENA	1835 E HALLANDALE BEACH BLVD	HALLANDALE BEACH	FL	33009	4619	REED LAND CO SUB 2-32 D 32-50-42S 65 OF N 752 OF E1/2 OF TRS 3 & 4 LESS W 165 & LESS THAT PTLYING WITHIN 40 OF E/L OF SAIDTRS FOR RD BLK 2
504232080340	WILSHIRE-72 LLC%YARA E ALFARO-SULLIVAN	5049 VILLAGE DR	LAS VEGAS	NV	89142	1802	JACARANDA HEIGHTS 31-31 BLOT 31 E 10 BLK 2
504232080350	EG SERVICES LLC	3434 SW 53 CT	FORT LAUDERDALE	FL	33312		JACARANDA HEIGHTS 31-31 BLOT 31 LESS E 10 BLK 2
504232080355	N & D HOLDING INC	5310 W STATE ROAD 84	FORT LAUDERDALE	FL	33314	1240	SEMINOLE PARK SUB 24-32 BLOT 9 BLK 1
504232080360	N & D HOLDING INC	5310 W STATE ROAD 84	FORT LAUDERDALE	FL	33314	1240	REED LAND CO SUB 2-32 D 32-50-42S 103.50 OF N 807.50 OF W 165 OFE1/2 OF TR 3 & 4 BLK 2
504232080361	N & D HOLDING INC	5310 W STATE ROAD 84	FORT LAUDERDALE	FL	33314	1240	LESS E 15ROADS
504232080370	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	SEMINOLE PARK SUB 24-32 BLOT 9 BLK 2
							REED LAND CO SUB 2.32 D32-50-42 S 65 OF N 817 OF THATPT OF E1/2 OF TRS 3 & 4 LESS W165 & LESS E 15 FOR RDBLK 2

504232260010	KERNEY HOLDINGS LLC	320 SE 16 AVE	FORT LAUDERDALE	FL	33301		REED LAND CO SUB 2-32 D 32-50-42PORTION OF S 131' OF N 557' OF LOT 4 BLK 2 LYING WITHIN E 40' W & PARALLEL TO E/L OF SEC 32
504232460010	FADLON CONSTRUCTION LLC	470 ANSIN BLVD #AA	HALLANDALE BEACH	FL	33009		REED LAND CO SUB 2-32 D 32-50-42PORTIONS OF E 1/2 OF TRACTS 3 & 4 LYING WITHIN 40' W OF E BOUNDARY OF SAID TRACTS AS DESC'D IN OR 4172/432, 4200/866 & 5846/996BLK 2
504232460011	DIAMOND, GARY W & MARY LOU	4914 SW 27 AVE	FORT LAUDERDALE	FL	33312	6028	MARSHALLS EVERGLADE SUB 2-32 D 29-50-42W 10 OF LOT 11, W 10 OF LOT 12 LESS N 110 OF S 274 E 20 OF W 3/4 OF LOTS 11 & 12 LESS S 600, N 300 OF S 600 OF W 3/4 OF TR 12 LESS W 240 BLK 4, LESS FOR LYING IN GRIFFIN RD (ST RD 818) R/W PERMISC MB 8-3
504232460020	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	FOOT STEPS 130-15 BROAD RIGHT OF WAY AS DEDICATED PER PLAT
504232480010	ADAMS, DAMON J & DONNA LYNN	4924 SW 27 AVE	FORT LAUDERDALE	FL	33312	6028	REED LAND CO SUB 2-32 D 32-50-42 LOT 9 E 20 OF W 165 OF S 611 OF N 646 LESS E 10 OF S 350 OF N 646 & LESS E 10 OF S 100 OF N 296 OF W 165 BLK 1
504232480020	SARDINA, VIENGSOUK P	4926 SW 27 AVE	FORT LAUDERDALE	FL	33312		KOOSH AT GRIFFIN 183-7 BRIGHT OF WAY DEDICATED TO THE PUBLIC BY THE PLAT
504232480030	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	REED LAND CO SUB 2-32 D 32-50-42 THAT POR OF GRIFFIN RD (STATE RD 818) LYING WITHIN SEC 32 AS PERMISC MB 8-3
504232580010	SDS DEVELOPMENT & TRUST LLC	5256 SW 38 AVE	FORT LAUDERDALE	FL	33312		KOOSH AT GRIFFIN 183-7 BTRACT A
504232580020	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	MARSHALLS EVERGLADE SUB 2-32 D 29-50-42 PORTION OF RIGHT OF WAY FOR GRIFFIN RD (ST RD 818) AS PERMISC MB 8-3

NOTICE OF PUBLIC HEARING

CITY OF DANIA BEACH, FLORIDA

A Public Hearing will be conducted by the City of Dania Beach Planning & Zoning Board meeting on the following date to consider the following application:

DATE: Tuesday, February 19, 2020
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

SUBJECT: TX-002-20: The applicant, Rod A. Feiner, Esq., on behalf of the property owner 2750 Griffin Holdings, LLLP, is requesting a text amendment to amend the existing Planned Residential District (PRD-1).

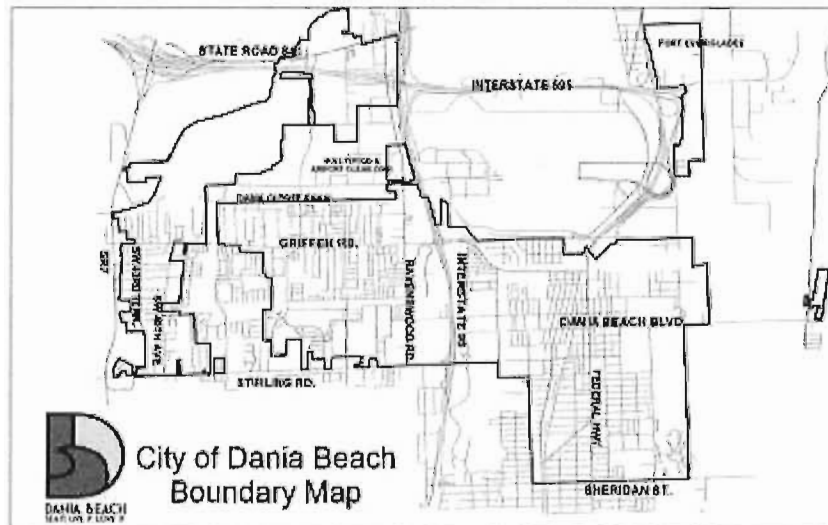
The following is the hearing of the proposed Ordinance.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY ROD A. FEINER, ESQ., ON BEHALF OF 2750 GRIFFIN HOLDINGS, LLLP, TO AMEND CHAPTER 28, "LAND DEVELOPMENT CODE," OF THE CITY CODE OF ORDINANCES BY AMENDING PART 1 "USE REGULATIONS," ARTICLE 105, "USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS," SECTION 105-20 "LIST OF RESIDENTIAL AND OPEN SPACE DISTRICTS PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES" AND SECTION 105-220, "PRD-1 DISTRICT SUPPLEMENTAL REGULATIONS;" AMENDING PART 2, "SITE DEVELOPMENT REGULATIONS," ARTICLE 205, "TABULAR SUMMARY OF SITE DEVELOPMENT STANDARDS FOR ALL ZONING DISTRICTS," SECTION 205-10(B) "PRD-1 AND MULTIPLE-FAMILY DISTRICTS;" PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests are available for viewing in the Community Development Department, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and may be inspected by the public during normal business hours. For more information please call the Planning Division at (954) 924-6805 Ext. 3643.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person 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 to be based. The City does not provide or prepare such record pursuant to f.s. 286.0105.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's office, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting.



Application Information

Application Site: City Wide

Project: To allow multi-family and mixed-use development in the Planned Residential District (PRD-1).

Application: Text Amendment

Applicant: Rod A. Feiner, Esq., on behalf of the property owner 2750 Griffin Holdings, LLLP

Hearing Date & Time: February 19, 2020 at 7:00 PM

Hearing Location: City Hall Commission Chambers – 100 W. Dania Beach Blvd.

Contact Information: Corinne Lajoie, AICP (954) 924-6805 Ext. 3704



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application **RECEIVED**

- ☐ Administrative Variance
☐ Land Use Amendment
☐ Plat
☐ Rezoning
☐ Site Plan
☐ Special Exception
☐ Variance
☒ Other: Text Amendment (SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

FEB 04 2020

Date Rec'd: BY

Petition No.: Tx-002-20

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 2730 - 2750 Griffin Road, plus 4850 SW 28 Ave

Lot(s): 1-3 Block: 2 Subdivision: Seminole Park Subdivision plus unplatted land

Recorded Plat Name: Seminole Park Subdivision & unplatted

Folio Number(s): * see below Legal Description: see attached

Applicant/Consultant/Legal Representative (**circle one**) Rod A. Feiner, Esq.

Address of Applicant: 1404 S Andrews Avenue; Fort Lauderdale FL 33316

Business Telephone: 954-761-3636 Home: 954-600-9451 Fax: 954-761-1818

E-mail address: rafeiner@coker-feiner.com

Name of Property Owner: 2750 Griffin Holdings, LLLP

Address of Property Owner: 2200 NW Corporate Blvd., Ste 406, Boca Raton, FL 33431

Business Telephone: 954-394-6615 Home: _____ Fax: _____

Explanation of Request: Text change
*For Plats please provide proposed Plat Name for Variances please attach **Criteria Statement** as per Section 625.40 of the Land Development Code.*

82,311 (1.8896) Gross Acreage: 102,503 Prop. Square Footage: _____

Existing Use: Various Proposed Use: Mixed Use

- * 5042 3206 0130 5042 3206 0141
5042 3201 0370 5042 3206 0140
5042 3201 0380

Is property owned individually, by a corporation, association, or a joint venture?
Yes, an LLLP

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize Rod A. Feiner, Esq., & Coker & Feiner (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing Instrument
was acknowledged

By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 31st DAY OF January, 2020

By:

Theresa Montgomery
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Theresa Montgomery
(Signature of Notary Public – State of Florida)



Personally known X or Produced Identification

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

**ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.**

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from: February 11, 2020

Requested Action (Identify appropriate Action or Motion)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE “GRIFFIN LIVING PLAT” (PL-99-19) SUBMITTED BY THE PROPERTY OWNER 2750 GRIFFIN HOLDINGS, LLLP FOR PROPERTY LOCATED AT 2750 GRIFFIN ROAD, 2730 GRIFFIN ROAD AND 4850 SW 28TH AVENUE, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A,” A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION *(Continued from February 11, 2020)*

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

CM PL-99-19 CONTINUANCE, PL-99-19 (Location Map), Griffin Living continuance email



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM**

DATE: April 28, 2020

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, City Manager, ICMA-CM

VIA: Candido Sosa-Cruz, Assistant City Manager

BY: Marc LaFerrier, AICP, Director
Corinne Lajoie, AICP, Planning and Zoning Manager *C. Lajoie*
Muriel Bryan, Senior Planner

SUBJECT: **PL-99-19 Griffin Living Plat:** The applicant, Pulice Land Surveyors, INC., on behalf of the property owner 2750 Griffin Holdings, LLLP, is requesting a plat approval the property located at 2730 - 2750 Griffin Road and 4850 SW 28th Avenue.

Request - To plat the property allowing residential and commercial use.

The applicant is requesting to continue this item to the May 26, 2020 City Commission meeting.

Background

This property is composed of five (5) different parcels that will be unified and platted. The property currently has structures on it at the time.

Budgetary Impact

Approval of the plat will allow the opportunity for the redevelopment of the site.

Recommendation

Continue this item to May 26, 2020, at which time staff will re-advertise.



9-19

AMENDMENT

ING PLAT

FER
PROPERTY



EACH
LOVE IT.

300 Feet



Lajoie, Corinne

From: Rod Feiner <rafeiner@coker-feiner.com>
Sent: Monday, April 6, 2020 1:45 PM
To: Lajoie, Corinne; LaFerrier, Marc
Cc: 'Jane Storms'; Ansbro, Tom
Subject: Griffin Living Plat

****CAUTION** This email has originated from outside this organization, so proceed with extra caution when communicating with the sender or opening any attachments.**

Corinne –

I hope that this still finds you healthy and safe.

I know that the City is moving forward with virtual public hearings. In fact, second reading on the proposed text change is scheduled for the City Commission meeting of April 28th. If we need to do anything with regard to advertising for the 2nd reading of the text change please let me know.

As you may recall, we had also continued the City Commission with regard to the Plat for this project to the City Commission of April 28th. The reason was to have that public hearing run with the hearings on the other development applications because we were (and are) working with the Griffin Civic Association. Because the April P&Z meeting (at which the re-zoning and flex unit application was to be considered) has been postponed, we also wish to continue the City Commission hearing for the plat. We would like to continue the hearing on the Plat until the second City Commission meeting in May, at which time we believe the re-zoning and flex unit applications will be considered by the City Commission on first reading.

Please let me know if you need a formal letter requesting this action or whether this e-mail will suffice.

Rod

Rod A. Feiner, Esq.
Coker & Feiner
1404 South Andrews Avenue
Fort Lauderdale, Florida 33316
Telephone: (954) 761-3636
Facsimile: (954) 761-1818
rafeiner@coker-feiner.com

This e-mail message and any files transmitted with it are subject to the attorney-client privilege and contain confidential information intended only for the person(s) to whom this e-mail message was addressed. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this communication is prohibited. If you have received this e-mail in error, please notify the sender immediately by either return e-mail or contacting Rod A. Feiner, Esq., Coker & Feiner, 1404 S. Andrews Ave., Ft. Lauderdale, FL 33316 and destroy the original of this message without making a copy. Thank you.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY 2900 SW 45TH DANIA BEACH, LLC, FOR A REZONING (RZ-103-19) AND FLEXIBILITY UNITS ALLOCATION (OT-164-19) FOR PROPERTIES GENERALLY LOCATED AT 2900 SW 45TH STREET IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A,” A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTIES FROM SINGLE-FAMILY 6000 RESIDENTIAL DISTRICT (RS-6000) TO PLANNED RESIDENTIAL DEVELOPMENT DISTRICT (PRD-1), SUBJECT TO CERTAIN RESTRICTIONS

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

CM RZ-103-19 CONTINUED, Location Map, 7 Oaks continuance email



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM**

DATE: April 28, 2020

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, City Manager, ICMA-CM

VIA: Candido Sosa-Cruz, Assistant City Manager

BY: Marc LaFerrier, AICP, Director
Corinne Lajoie, AICP, Planning and Zoning Manager *C. Lajoie*

SUBJECT: **RZ-103-19/OT-164-19:** The applicant Synalovski Romanik Saye, LLC, on behalf of the property owner 2900 SW 45 Dania Beach, LLC, is requesting rezoning and assignment of four (4) Flex Units for a property located at 2900 SW 45 Street. (FIRST READING).

Request

REZONING- To rezone the property from Single-Family 6000 Residential District (RS-6000) to Planned Residential Development District (PRD-1).

FLEX - To allocate four (4) flex residential units.

Background

The applicant has requested to continue this item to the May 12, 2020 City Commission.

Budgetary Impact

The applicant is making these requests in preparation to redevelop the site, which will generate additional taxable property value.

Recommendation

Continue this item to the May 12, 2020 City Commission meeting.



ON MAP

03-19
64-19

NING
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OAK'S

5 STREET

FER
PROPERTY



EACH
LOVE IT.

Feet
300 400



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CN
USDA, USDA, AeroGRID, IGN, and the GIS User Community

Lajoie, Corinne

From: Manny Synalovski <msynalovski@synalovski.com>
Sent: Tuesday, April 7, 2020 7:42 AM
To: Lajoie, Corinne
Cc: LaFerrier, Marc; Norena, Eleanor; Christina Mathews; Steven Hatzidakis; Cristi Marin; Noah Slimak
Subject: Re: Seven Oaks

****CAUTION** This email has originated from outside this organization, so proceed with extra caution when communicating with the sender or opening any attachments.**

Corinne,

As we conversed yesterday, please reschedule our Rezoning and Flex 1st. Reading Hearing to May 12, 2020.

Please provide the anticipated dates of the subsequent public hearings.

Once again, thank you...!

Best regards, Manny

Stay Safe...!

Manny Synalovski, AIA, LEED AP
SYNALOVSKI ROMANIK SAYE
1800 Eller Drive, Suite 500
Fort Lauderdale, FL 33316
O: 954.961.6806
C: 954.804.3515

On Mar 11, 2020, at 3:12 PM, Lajoie, Corinne <clajoie@daniabeachfl.gov> wrote:

As discussed this afternoon, please see the anticipated public hearing dates for this project below:

- 4/28 Rezoning & Flex 1st reading
- 5/26 Rezoning & Flex 2nd reading
- 5/26 Plat
- 5-26 Site Plan & Variances

<image003.jpg> **Corinne Lajoie, AICP**
Planning & Zoning Manager | City of Dania Beach
clajoie@daniabeachfl.gov | daniabeachfl.gov

100 W Dania Beach Blvd. | Dania Beach, FL 33004
Phone: 954-924-6805 ext. 3704 | **Fax:** 954-922-2687

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CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN MODIFICATION (SP-003-15-MOD2) AND DESIGN VARIATION (OT-016-20) , SUBMITTED BY 4 N. FEDERAL DANIA, LLC, FOR PROPERTY LOCATED ON THE NORTHEAST CORNER OF FEDERAL HIGHWAY AND DANIA BEACH BOULEVARD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A,” A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION

Purchasing Requests ONLY

Dept:

Acct #:

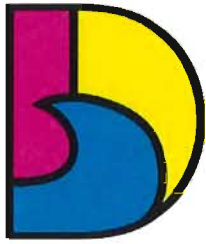
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

CM SP-03-15MOD2 Continued, Trion (Location Map)



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM**

DATE: April 28, 2020

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, City Manager, ICMA-CM

VIA: Candido Sosa-Cruz, Assistant City Manager

BY: Marc LaFerrier, AICP, Director *[Signature]*
Corinne Lajoie, AICP, Planning and Zoning Manager *[Signature]*

SUBJECT: **SP-03-15MOD2/OT-016-20:** The applicant, David Deka, on behalf of the property owner Dev Motwani, is requesting a Site Plan modification and a design variation for the property located at the north east corner of Dania Beach Boulevard and North Federal Highway.

Request

DESIGN VARIATION

To allow building setback a maximum of twenty-seven feet (27'); building placement of zero to five feet (0-5') required, per Land Development Code (LDC) Section 303-40(L).

SITE PLAN APPROVAL

The applicant is requesting Site Plan approval for the construction an eight (8) story, three hundred forty (340) dwelling unit, mixed-use, multi-family development.

Background

On October 10, 2016 the City Commission conditionally approved a site plan for 286 dwelling units and 18,978 square feet of retail. On June 27, 2017, the City Commission approved a Site Plan modification to allow 300 dwelling units and 13,000 square feet of retail.

Budgetary Impact

Approval of the Site Plan modification and Design Variation will allow the opportunity for the redevelopment of the site.

Recommendation

Continue this item. Staff will re-advertise.



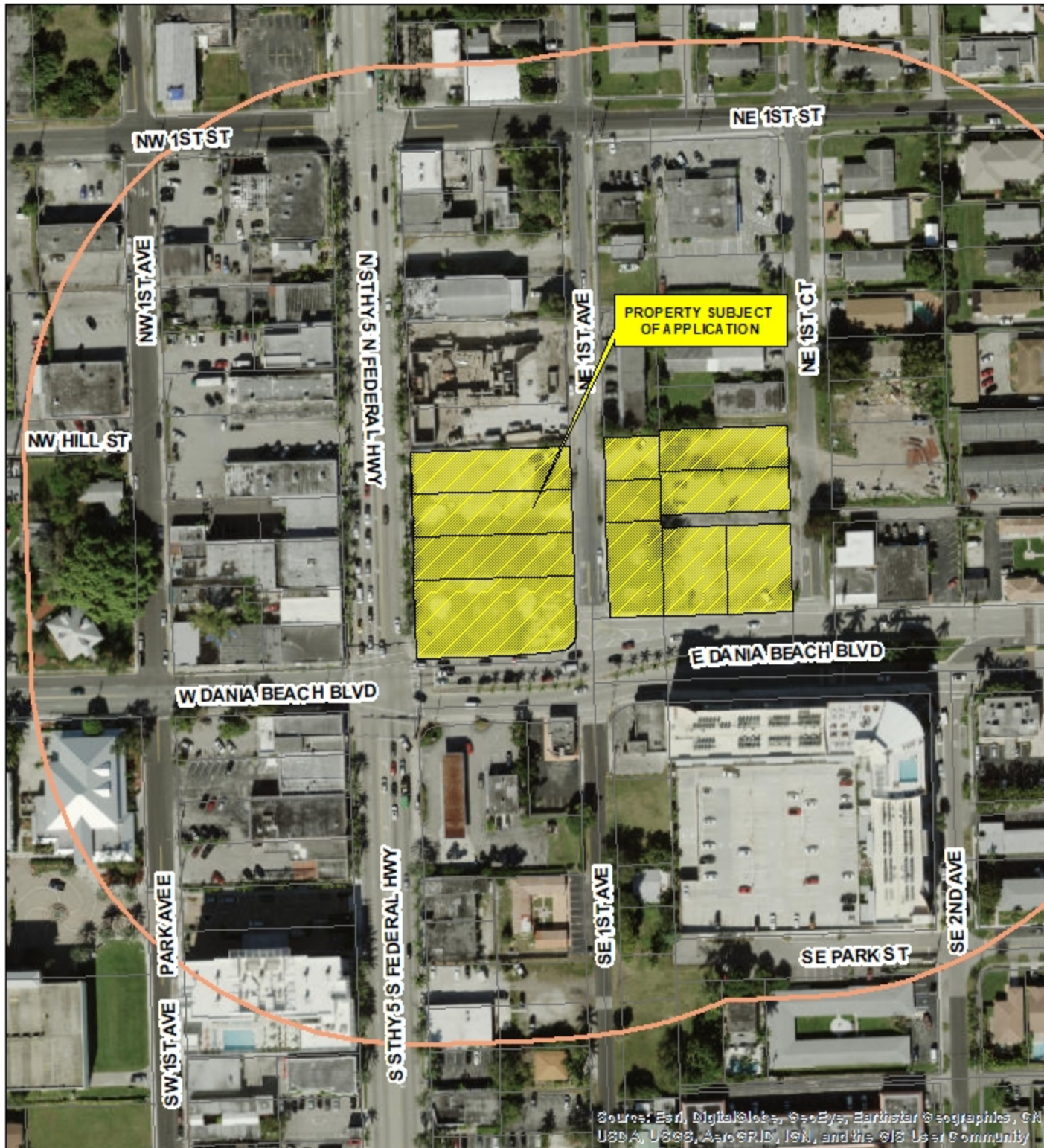
5 MOD 2
MODIFICATION
ON
RAL HWY

FER
T PROPERTY



BEACH
IT. LOVE IT.

Feet
240 320





MEMORANDUM

To: City Clerks
From: Mary Lou Tighe, Executive Director
Date: March 16, 2020
Re: 2020-21 Board of Director Appointments

2019-2020 OFFICERS

President Daniel J. Stermer

Mayor, Weston

1st Vice President Traci Callari

Commissioner, Hollywood

2nd Vice President Beverly Williams

Commissioner, Lauderdale Lakes

Secretary Bill Harris

Commissioner, Dania Beach

Treasurer Gary Resnick

Commissioner, Wilton Manors

DIRECTORS

Immediate Past President Tim Lonergan

Commissioner, Oakland Park

Past President Greg Ross

Mayor, Cooper City

Past President Susan Starkey

Vice Mayor, Davie

Past President M. Margaret Bates

Vice Mayor, Lauderhill

Past President Joy Cooper

Mayor, Hallandale Beach

Past President Frank Ortis

Mayor, Pembroke Pines

Barbara Baldassarre

Commissioner, Hillsboro Beach

Peggy Brown

Commissioner, Weston

Felicia Brunson

Commissioner, West Park

Anthony Caggiano

Commissioner, Margate

Joy Carter

Vice Mayor Coral Springs

Mark Douglas

Commissioner, Sunrise

Todd Drosky

Vice Mayor, Deerfield Beach

Rhonda Eaton

Commissioner, Pompano Beach

Michelle Gomez

Mayor, Tamarac

Tom Green

Vice Mayor, Wilton Manors

Dale Holness

Mayor, Broward County

Anabelle Lima-Taub

Commissioner, Hallandale Beach

Bob Mayersohn

Vice Mayor, Parkland

Doug McKay

Mayor, Southwest Ranches

Wayne Messam

Mayor, Miramar

Ashira Mohammed

Mayor, Pembroke Park

Heather Moraitis

Commissioner, Fort Lauderdale

Tim Neal

Councilmember, Sea Ranch Lakes

Lauren Odman

Vice Mayor, Dania Beach

Alfred "Buz" Oldaker

Commissioner, Lauderdale-by-the-Sea

Judy Paul

Mayor, Davie

Iris Siple

Vice Mayor, Pembroke Pines

Matthew Sparks

Mayor, Oakland Park

Lynn Stoner

Mayor, Plantation

Ken Thurston

Mayor, Lauderhill

Becky Tooley

Commissioner, Coconut Creek

Glenn Troast

Mayor, Lighthouse Point

Lorenzo Wood

Vice Mayor, North Lauderdale

Samuel S. Goren, Esquire
Goren Cherof Doody & Ezrol, P.A.
Legal Counsel

Mary Lou Tighe
Executive Director
Sely Cochran
Deputy Executive Director

According to the League By-Laws:

- Each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.
- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.
- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

Please agenda the selection of your Director, Alternate, and Second Alternate for an upcoming commission meeting. See the attached attendance record for the last year. **The deadline for board appointments is April 30, 2020.** The term will begin on May 16, 2020, when members are sworn in at the Annual Gala and will end in May of 2021.

Please forward the information below to scochrane@browardleague.org.

=====

Municipality: _____

Commissioner/Council Appointments: _____

Director: _____

Alternate: _____

Second Alternate: _____

Board Meeting Attendance 2019-2020

	6/6/2019	9/5/2019	10/3/2019	11/7/2019	12/5/2019	2/6/2020	3/5/2020	4/2/2020	5/7/2020
Daniel J. Stermer	X	X	(excused)	X	X	X	X		
Traci Callari	X	X	X	X	X	X	X		
Beverly Williams	X	X	X	X	X	X	X		
Bill Harris	(excused)	X	X	X	X	X	X		
Gary Resnick	X	(excused)	X	(excused)	(excused)	X	X		
Tim Lonergan	X	X	X	X	(excused)	X	(excused)		
Greg Ross	(alt.)	X	(excused)	X	X	X	X		
Susan Starkey	(excused)	(excused)	X	X	X	X	X		
Margaret Bates	X	X	(excused)	X	(excused)		(excused)		
Frank Ortis	(excused)	X	X	X	X	(excused)	X		
Barbara Baldasarre	X	(alt.)	X	(ALT.)	(excused)	X	X		
Peggy Brown	X		X	X		X	X		
Felicia Brunson	X	X		X	X	X	X		
Anthony Caggiano		X	X	X	X		X		
Joy Carter	X	(alt.)	X	X	X	X	X		
Mark Douglas	X	X	(ALT.)	X	X	X	X		
Todd Drosky	X	X	X	X	X	X	X		
Rhonda Eaton	X		X	X	X	(excused)	(ALT)		
Michelle Gomez	X	X	X	X	X	X	X		
Tom Green	~	~	~	~	~	~	X		
Dale Holness	(excused)	X							
Anabelle Lima-Taub				(excused)	(excused)				
Bob Mayersohn	X	X	X	X	X	X	X		
Doug Mckay	X			X					
Wayne Messam		(excused)	X	X					
Ashira Mohammed		X	(ALT.)	X	X		(excused)		
Heather Moraitis	(excused)	X	X	(excused)	(excused)	X	(excused)		
Tim Neal	X	X		X	X				
Lauren Odman	X	(excused)	(excused)	X	X	X	X		
Buz Oldaker	X	X	X	X	X	X	X		
Judy Paul	X	X		(excused)		X	X		
Iris Siple	X	X	X		X		(excused)		
Matthew Sparks	X		X		X	X	X		
Lynn Stoner	X	X	(excused)	X	X	X	(excused)		
Ken Thurston	X	X	X		(excused)	X	X		
Becky Tooley	X	X	X	X	X	X	X		
Glenn Troast									
Lorenzo Wood	X	(alt.)	X	X		(alt.)	(ALT)		

COMPLETE COUNT ADVISORY COMMITTEE MEMBERSHIP

Thursday, February 27, 2020

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Charlotte Sloboda 2905 Lakeshore Drive Dania Beach, FL 33312 954-559-5473 csloboda@bellsouth.net	September 10, 2019	July 30, 2019 through October 31, 2020	Lewellen
Bishop G. Emerson Scott St. Ruth Missionary Baptist Church 145 NW 5th Avenue Dania Beach, FL 33004 954-922-2529 garyescott@me.com	February 25, 2020	July 30, 2019 through October 31, 2020	Lewellen
Sherica Brown 405 South Federal Highway Dania Beach, FL 33004 240-778-7280 Alt. 240-778-7280 shazzamautospa@gmail.com	November 12, 2019	July 30, 2019 through October 31, 2020	Odman
			Odman
			Brandimarte
			Brandimarte
			Harris
			Harris
Jeffery Roberson 106 SW 5 th Court Dania Beach, FL 33004 754-304-3661 Alt. 954-674-1082 Jroberson58@gmail.com	October 7, 2019	July 30, 2019 through October 31, 2020	James
			James

CREATIVE ARTS COUNCIL ADVISORY BOARD MEMBERSHIP

Tuesday, February 18, 2020

Name/Address Phone Number	Date Appointed	Term	Appointment
Henriette Kitte Arnold 101 SE 3 rd Avenue, #504 Dania Beach, FL 33004 954.303.3498 hkitte@aol.com	January 10, 2017	November 2016 through November 2020	Brandimarte
		November 2016 through November 2020	Harris
Lilli Schipper 716 SE 3 rd Court Dania Beach, FL 33004 954-347-7402 lilli@lillirachel.com	January 14, 2020	November 2018 through November 2022	Lewellen
Roseprimevere Jacques 501 E Dania Beach Boulevard, 3J Dania Beach, FL 33004 954.261.4325 jroseprimevere@gmail.com	September 23, 2019	November 2018 through November 2022	Odman
Heather Holmes 43 SE 12 th Street Dania Beach, FL 33004 754.802.4217 JohnHeatherHolmes@gmail.com	December 10, 2019	November 2016 through November 2020	James
			Ad Hoc Committee
			Ad Hoc Committee

CREATIVE ARTS COUNCIL ADVISORY BOARD MEMBERSHIP

Tuesday, February 18, 2020

Name/Address Phone Number	Date Appointed	Term	Appointment
Laura Lombardo 1401 NW 10 th Street, Apt. South Dania Beach, FL 33004 954.258.1985 Laurarosey17@gmail.com	February 16, 2019	February 16, 2019 through February 16, 2021	Ad Hoc Committee
Sandy Goldberg 421 SE 10th Street, #105 A Dania Beach, FL 33004 954.290.3909 flygirlphoto@aol.com	March 20, 2018	March 20, 2018 through March 20, 2020	Ad Hoc Committee
Linda Wilson 1547 Adams Street Hollywood, FL 33020 954.929.8712 lb_wilson@bellsouth.net	May 16, 2017	May 16, 2017 through May 16, 2019	Ad Hoc Committee
Tony Walsh 235 SE 9 th Street Dania Beach, FL 33004 904.252.1118 TWalshArts@aol.com	February 16, 2019	February 16, 2019 through February 16, 2021	Ad Hoc Committee
Rose Lizana Dania Beach Press P.O. Box 128 Dania Beach, FL 33004 954.925.4227 daniapress@aol.com	July 16, 2012 July 16, 2013	July 16, 2013 through July 16, 2014	Associate Member 1 Year Term
Executive Director of the Dania Beach Chamber of Commerce Randie Shane P.O. Box 1017 Dania Beach, FL 33004 954.926.2323 rshane@daniabeachchamber.org	NA	NA	Associate Member

CREATIVE ARTS COUNCIL ADVISORY BOARD MEMBERSHIP

Tuesday, February 18, 2020

Name/Address Phone Number	Date Appointed	Term	Appointment
President of the Dania Beach Paul DeMaio Friends of the Library Linda Wilson	NA	NA	Associate Member
President of the Dania Beach Tourism Council Joe Van Eron 1500 S.W. Second Ave. Dania Beach, FL 33004-4209 954.925.6935 Cell: 954.383.5548 info@visitdaniabeach.com	NA	NA	Associate Member
Dania Beach Improvement Committee Representative Patricia Hart 954.922.8179 Cell: 954.895.8179 pbubbahart@bellsouth.net	NA	NA	Associate Member
Director of the City Parks and Recreation Department Eric Brown, Director 100 W. Dania Beach Blvd. Dania Beach, FL 33004 954.924.6800 x3730 ebrown@daniabeachfl.gov	NA	NA	Associate Member
City of Dania Beach CRA Economic Development Manager Deandre Spradley 100 W. Dania Beach Blvd. Dania Beach, FL 33004 954.924.6801 x3667 dspradley@daniabeachfl.gov	NA	NA	Associate Member
Don Mizell 187 NE 6 Ct. Dania Beach, FL 33004 310.343.3547 dmaceco@gmail.com	February 2013	NA	Honorary Member

**CREATIVE ARTS COUNCIL ADVISORY BOARD
MEMBERSHIP**

Tuesday, February 18, 2020

Name/Address Phone Number	Date Appointed	Term	Appointment
Carolyn Jones 722 SW 3 rd Street P.O. Box 1242 Dania Beach, FL 33004 954.920.0727 Cj2002@bellsouth.net	March 2016	NA	Honorary Member

GENERAL EMPLOYEES PENSION BOARD MEMBERSHIP

Wednesday, January 15, 2020

Name/Address Phone Number	Date Appointed	Term	Position
		June 22, 2018 through June 22, 2020	Commission Appointment
Luis G. Rimoli 902 Natures Cove Road Dania Beach, FL 33004 954-927-7161 954-478-0653 luis@stagedrightevents.com	February 26, 2019	March 22, 2019 through March 22, 2021	Commission Appointment
Adam Segal City of Dania Beach 100 W. Dania Beach Boulevard Dania Beach, FL 33309 954-924-6800 x 3620 asegal@daniabeachfl.gov	May 23, 2017	Open	Commission Appointment (Finance Director or Designee)
Leo Williams 8761 NW 10 th Street Pembroke Pines, FL 33024 954-651-5031 leosupt@aol.com	May 2, 2018	June 21, 2018 through June 21, 2021	Employee Elected
Corinne Lajoie, Chair 3546 Coco Lake Drive Coconut Creek, FL 33073 954-651-5016 954-924-6805 x3704 corichurch.lajoie@gmail.com	August 14, 2019	June 21, 2019 through June 21, 2022	Employee Elected

**GREEN ADVISORY BOARD
MEMBERSHIP
Wednesday, January 15, 2020**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
		November 2018 through November 2022	Odman
Alexandra Hiley 1450 SE 3rd Avenue, Apt. 303 Dania Beach, FL 33004 603-769-0824 alexandrahiley@gmail.com	June 25, 2019	November 2018 through November 2020	Brandimarte
Alexis Guillen 4410 SW 26 th Avenue Dania Beach, FL 33312 305-804-3309 alexis.guillen@miaminewtimes.com	January 22, 2019	November 2018 through November 2020	James
Patricia Chukerman 545 SE 4 th Court Dania Beach, FL 33004 954-552-9996 (C) 954-929-8289 (H) bykermom@me.com	November 21, 2016	November 2016 through November 2020	Harris
Laura Lombardo 1401 NW 10 th Street, Apt. South Dania Beach, FL 33004 954-258-1985 Laurarosey17@gmail.com	January 14, 2020	November 2018 through November 2022	Lewellen
David Simonetta 908 E Las Olas Boulevard Fort Lauderdale, FL 33301 954-837-3090 davidjsimonetta@gmail.com	January 8, 2019	November 2018 through November 2020	Ad Hoc (James)

POLICE & FIRE PENSION BOARD
MEMBERSHIP – 4 Year Terms
Tuesday, January 14, 2020

Name/Address Phone Number	Date Appointed	Term	Position
Carolyn Jones 722 SW 3 rd Street Dania Beach, FL 33004 954-920-0727 Home 754-323-3033 Work	April 15, 2019	March 2019 through March 2023	9 th Member Selected by Board Secretary
David Nuby, Jr. 401 SW 12 Avenue P.O. Box 1214 Dania Beach, FL 33004 954-275-2579 754-321-2320 Work davidnuby@aol.com	February 26, 2019	March 2019 through March 2023	Commission Appointment
Rae Sandler 1433 Argonaut Isle Dania Beach, FL 33004 954-649-0396 raesandler@bellsouth.net	February 26, 2019	March 2019 through March 2023	Commission Appointment
Dean Harley 606 NW 8 Street Dania Beach, FL 33004 513-652-5140 dharleyoh@gmail.com	February 26, 2019	March 2019 through March 2023	Commission Appointment
		March 2019 through March 2023	Commission Appointment
Todd Lleras 8001 NW 125 Terrace Parkland, FL 33076 954-274-8333 Cell 954-775-0769 Home tlлерas@gmail.com	April 15, 2019	March 2019 through March 2023	Fire Department Employee

POLICE & FIRE PENSION BOARD
MEMBERSHIP – 4 Year Terms
Tuesday, January 14, 2020

Name/Address Phone Number	Date Appointed	Term	Position
Todd Neal, Vice Chairman 500 SW Siesta Way Stuart, FL 34994 772-341-4704 Cell tneal44@gmail.com	April 15, 2019	March 2019 through March 2023	Fire Department Employee
Larry Rogers, Chairman 317 SE 5th Street Dania Beach, FL 33304 954-393-9061	April 15, 2019	March 2019 through March 2023	BSO & Dania Beach Employee Retiree
Richard Tarrant 9213 Arborwood Circle Davie, FL 33328 Rich.Tarrant@comcast.com	April 15, 2019	March 2019 through March 2023	Police Department Retiree



CITY OF DANIA BEACH

OFFICE OF THE CITY MANGER

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 921-2604 (fax)

MEMORANDUM

Date: April 28, 2020

To: Mayor Lori Lewellen
Vice Mayor Lauren Odman
Commissioner Chickie Brandimarte
Commissioner Bill Harris
Commissioner Tamara James

From: Ana M. Garcia, ICMA-CM, City Manager

Subject: Manager's Report

For your perusal, included in my Managers report are the detailed Department reports. I will highlight below key initiatives and information.

During the week of March 9th, as we continued to take proactive measures due to COVID-19, we contracted with a cleaning company. A crew comes in 5 days a week and cleans and disinfects all of City Hall, Public Services and our Water Plant. Additionally, we created a partnership between Code Compliance and our Parking Team early in March, augmenting our efforts to ensure all COVID-19 orders were being adhered to via our efforts to communicate and educate our essential businesses on all orders. This enhanced program is a 7 day operation that runs from 8:00 a.m. to 8:00 p.m. Our Telework Policy was ready very early on as well as was the needed equipment to ensure the success of the Telework Plan. We are certain and confident that the aforementioned played a key role in the safety of our community and employees throughout the COVID-19 Pandemic.

During the week of March 17th, in a partnership with Broward County Schools, the United Way, PDQ Restaurant, Dania Beach Parks and Recreation and Bishop Scott of St. Ruth's MBC, over 475 meals were served for breakfast and lunch to our local youths and any family member that accompanied them. This occurred during spring break. Additionally, local homeless individuals were also served via this week long endeavor.

At the time of this report I have secured \$10,000 to date as I work to organize another feeding event for our community. We have also reached out to several organizations such as Farm Share and Feeding South Florida. These two organizations are overwhelmed with requests so I have been in search of other organizations that can help us achieve this goal.

We heard the challenges folks were having in regards to the access of reemployment applications and within 24 hours we installed 3 bins outside of City Hall so our community can simply pick one up in English, Spanish or Creole. Today, I personally witnessed several residents picking them up.

We have just been made aware of an \$81k appropriation for Dania Beach via the CARES Act from the Federal Transit Administration. Additionally, we are working with the County to receive \$105k via another appropriation from CDBG. We have sent letters to our Federal representatives in Congress and the Senate working with Josh Gaboton, our federal lobbyist, seeking future stimulus monies for Dania Beach. This year we received \$250k from the State for the much needed NW/SW 1st Avenue Water Infrastructure and Revitalization Project. This project will now allow us to replace 2,200 linear feet of aging pipes with new 12-inch infrastructure and fire hydrants.

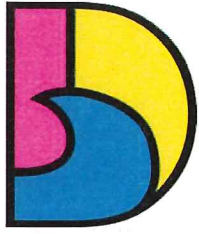
Working with our ACM and our Deputy Director of Community Development, we have reached an agreement with CAP Government to reduce their proposed contract by 10%, saving our City more than \$100k, a significant amount of savings during these challenging times.

The restrictions coming from the COVID-19 orders prevent everyone from going to and enjoying the beach. We have installed an additional webcam at our beach to bring the beach to the people. Now, via this live stream, all can enjoy our beautiful beach from sunrise to sunset.

We have seen an excess of bulk trash in our City and throughout Broward and Dade Counties as a result of the Stay At home orders. We reached out to Waste Management to seek a quote to provide 1 extra bulk trash pickup for our community. With Hurricane Season commencing on June 1st, we would encourage not just spring cleaning, but also tree trimming and pruning for a cleaner and safer Dania Beach. We believe this can be accomplished with a not to exceed amount of \$30k.

We have already begun the discussion and assessment of this existing budget with our Department Directors as well as preparing for 2021 fiscal budget, ensuring we look at every single line item and any opportunity to save monies and/or generate new revenues.

All departments continue to go above and beyond, working seamlessly throughout this COVID-19 challenge, from information that is consistently going out to all our internal and external stakeholders, to the ongoing proactive measures to ensure the safety of our community and employees.



DANIA BEACH
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CITY OF DANIA BEACH OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: Ana M. Garcia, ICMA-CM, City Manager
FROM: Candido Sosa-Cruz, Assistant City Manager
DATE: April 21, 2020
RE: Manager's Office Updates

Candido
Sosa-Cruz

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania Beach, ou=City Manager, email=c.sosacruz@daniebeachfl.gov, c=US
Date: 2020.04.21 13:33:19 -0400

The following are key updates and initiatives we worked on with the Community Development and Public Services Department. I've been in constant communication with the Director, Assistant Director, Grants Administrator, Managers and Supervisors of these departments to ensure public safety is our number one concern and we continue to provide the highest level of service to our residents and business community.

1. Assistant Director Norena and I have been in discussion with Carlos Penin, owner of CAP Government, regarding his upcoming agreement that is set to go on the April 28th consent agenda. In being a good business partner, he has agreed to provide the City its existing lower rates for an additional twelve (12) month period to help offset the unforeseen hardship the City will endure due to the COVID-19 pandemic. These existing rates are approximately 10% lower than the rates in his new agreement.
2. Legislative update: An award grant of \$250k was designated by the State of Florida to the City of Dania Beach. The Public Services team working together with the Ron Book team researched and prepared a Legislative Priorities packet for the Ron Book team to educate and discuss with Tallahassee legislators. The project is designed and pending the grant, the design and permitting will be finalized and ready for construction.

The NW/SW 1st Avenue Water Infrastructure Revitalization Project would replace approximately 2,200 lineal feet of aging pipe with new 12-inch water infrastructure and additional fire hydrants. This project is essential to enhancing fire protection and water service to this area of the City, where redevelopment and multi-story hotels are planned nearby. The project is designed to avoid disruption to the heavily used state highway for utility work. The total project cost is estimated to be \$530k.

3. City Hall continues to be cleaned and disinfected every afternoon. The cleaning/disinfecting services we contracted in the beginning of this pandemic continues to be carried out at City Hall, the water treatment plant, and the Public Services building by a specialized contractor on a 5-day per week basis. Specific cleaning includes nightly wipe-down/disinfecting of door handles, countertops, refrigerator handles and exteriors, restroom door handles, conference table surfaces, etc. Monthly cost is \$9,975. Service began around mid-March and will require submitting to commission for approval at the May Commission meeting (the cost will surpass the \$25,000 single-vendor annual threshold).
4. Public Services continues to address all emerging day-to-day operational functions and is working hard in moving on-going projects forward. For example, pier and beach sand dune wood barriers were replaced with new wood planks and repaired. Please see photos attached. The Quarterdeck elevator is currently being repaired and near finish.
5. Budget considerations were reviewed in order to help address the potential COVID-19 related financial challenges for the remaining part of FY2020. These included a review of current position vacancies and holding preliminary discussion on CIP expenditures to defer to FY2021.
6. We are making progress on bulk waste collection service. The routes are now “caught up” with the help of additional resources allocated by Waste Management and our own in-house crews. The route progress today looks good, we expect to finish it, and stay caught up.
7. The cost to add an additional bulk pickup in May will cost \$170 per ton; we normally collect approximately 300 tons a month for a cost of \$51,000. For example, if we pick up half of this tonnage (150 ton), the additional bulk pick up cost would be \$25,500. The exact amount depends on tonnage pickup, but we are expecting the cost to be between \$20k - \$35k for the additional bulk pickup.
8. Street lighting deficiencies recently identified on the north side of Sheridan Street were repaired. Lights were also repaired on SW 51st and 52nd Ct. There are some lights out on Sterling Rd. from SW 3rd Av to US1; we are scheduled to repair these lights on Monday, April 20th.
9. We expedited the diagnosis of the air conditioning deficiency at the BSO Police substation on NW 1st Street; repair to follow shortly on an “emergency basis” as this is a 24-hr/7 day operation site.
10. Preparation for the upcoming hurricane season, which starts on June 1st. We developed a plan of action, which will address citywide tree and palm trimming over the coming two to three weeks to be prepared for the season. Coconut palm trimming has already been completed at the beachfront lot, and work on US1 is underway. Our crews have been fully mobilized to expedite completion.

11. Community Development has been very productive and working hard. Assistant Director Eleanor Norena met with the owner of the TRU Hotel at the site of the new hotel. TRU is anticipating to have all their life safety inspections approved by Tuesday next week and then apply for their TCO shortly after. As you can imagine the hotel owner, Samy Cohen is very eager to get his hotel open and we are here to assist.
12. Avery Residential at Dania Pointe passed all their fire life safety inspections, including their BDA system and will be getting their CO next week. Mr. Oswaldo Hernandez called yesterday to discuss his admiration for all the staff in the Building Division, as his project is weeks ahead of schedule. He wished this crisis was not happening so we could all get together for a picture at the site and lunch to celebrate.
13. There is a new proposed mixed-use project at the far North West corner of the City (Griffin Rd and State Rd 7); we met with the architect and developer via video conference. They are working on a large development that will include a hotel building and residential building. The hotel site is on Hollywood jurisdiction and the residential is Dania Beach jurisdiction. They will need to request a Land Use Map amendment and rezoning, as they would like to increase the density. They will submit the details of their request to Planning & Zoning and we will work with them and guide them through the process. As more information comes in, I will keep you updated.
14. Planning & Zoning staff has made it standard to request applicants to conduct neighborhood outreach prior to public hearing. In the age of COVID-19, that task is a bit more cumbersome & applicants are asking how the City would like to see this happen. Below is our plan of action:
 - Mail letters to property owners within 450' of the site (same public hearing mailed notices). Include the following:
 - o site plan
 - o color building elevations
 - o summary of project improvements
 - o 3 ways for residents to contact the applicant's team;
 - Phone
 - Email
 - Virtual meeting
15. Code Compliance has been busy removing numerous illegal signs from the City's right of ways. We have also gone to essential businesses making sure facemasks are being worn and customers are not going inside restaurants. Code will continue to monitor all essential businesses for compliance of our Mask Order.



DANIA BEACH
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CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

DATE: April 28, 2020
TO: Ana M. Garcia, City Manager, ICMA-CM
VIA: Candido Sosa-Cruz, Assistant City Manager
FROM: Eleanor Norena, CFM, Assistant Director
RE: Manager's Monthly Report – Community Development Department

Candido
Sosa-Cruz

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of
Dania Beach, ou=City Manager,
email=csosacruz@daniabeachfl.gov,
c=US
Date: 2020.04.21 13:15:40 -0400

The following is a summary of Community Development Department activity during the last 30 days.

Building Division

The Building Department issued Certificate of Occupancies this month for eight (8) Aquabella townhomes, the Saratoga Apartments and the South Bearing Garage at Dania Pointe. We anticipate issuing Certificate of Occupancies for the TRU Hotel on Federal Hwy and the Avery Residential at Dania Pointe before the end of the month.

All inspectors, plan reviewers and administrative staff are set up and working remotely to ensure all inspections and permitting continues seamlessly. Plan review is being offered three (3) convenient ways:

- electronically thru CAP's Electronic Plan Review (EPR) software,
- private providers hired by the developer,
- drop box for hard copy submittals at City Hall.

Plan reviewers and inspectors, provided by CAP and Broward County, are utilizing the off-site inspection trailer located in Dania Pointe, to limit the access to City Hall. Staff continues to processing new building permits and Certificate of Occupancies however the workload has decreased by about half due to the COVID 19 pandemic.

CAP Government Inc., has a new service agreement that is set to go on the April 28th consent agenda. In being a good business partner, they have agreed to provide the City its existing lower rates for an additional twelve (12) month period to help offset the unforeseen hardship the City will endure due to the COVID-19 pandemic. These existing rates are approximately 10% lower than the rates in the new agreement.

Planning and Zoning Division

The following projects are recent submittals for DRC, this month's committee meeting will be held virtually due to the COVID 19 pandemic:

Sheridan House: The “former” Sheridan House site located at 4200 SW 54 Court is proposed for a 6-story, 275 unit multi-family project. This application involves platting, rezoning, text amendments and site plan approval. It is anticipated that this project will be considered for approval by the City Commission in February 2020.

Florida Park: The previously approved Florida Park site plan is currently in review for a site plan modification to the 8-story, 293 dwelling unit multi-family project located on East Dania Beach Boulevard. Administrative approval was issued on January 29, 2020.

Hilton Embassy Suites: A new hotel, Hilton Embassy Suites, is currently in DRC review. The applicant is revising the plans based on the DRC comments provided in December. Staff anticipates this project to be at public hearing in the Spring of 2020.

Trion: The previously approved Trion site plan is currently in review for a site plan modification to the 8-Story, 340 dwelling unit mixed-use, multi-family project located on the northeast corner of Dania Beach Boulevard and Federal Highway. It is anticipated to be brought to the City Commission in the Spring of 2020.

Griffin Living: The project is located on the south side of Griffin Road where the former MiCasa SuCasa restaurant was located. The applicant is proposing to assemble land for a mixed-use development. This project will require several applications. The first application is anticipated to go to Public Hearing in April 2020.

Seven Oaks: This project is located immediately south of the Dania Canal. The project proposes the construction of 12 townhomes and 4 single family homes. The first application is anticipated to go to Public Hearing in March/April 2020.

Dania Beach Marina: The Site Plan and DDG for this project was submitted for review in March. The proposed project includes two mixed-use buildings, both 16-stories tall with a total of 160,000 square feet of proposed commercial space and 852 proposed dwelling units. Staff review is ongoing.

Parkview Place: This Site Plan and Plat was submitted for review in April. The project includes one 14-story building with 355 dwelling units. This project is currently in DRC review.

Palms by the Water: This Site Plan has been resubmitted and is being reviewed as a new site plan. The project includes nine townhomes with docks. This project must meet the new RM-1 zoning regulations which were recently modified by the City Commission to provide new setback requirements. This project is currently in DRC review.

Planning & Zoning staff has made it standard for applicants to conduct neighborhood outreach prior to public hearing. In the age of COVID-19, that task is a bit more cumbersome. Below is our recommendation to applicants:

- Mail letters to property owners within 450’ of the site (same public hearing mailed notices). Must include: site plan, color building elevations, summary of project improvements
- Provide 3 ways for residents to contact the applicant’s team; Phone, Email & Virtual meeting

Code Enforcement and Parking Division

- Code Enforcement Officers are patrolling the City of Dania Beach Monday thru Sunday from 8am - 8pm enforcing the Emergency Orders issued by the State, County, and City; to help stop the spread of Covid-19. Copies of the orders being enforced have been handed out to the effected businesses as the orders change.
- Code will continue to monitor all essential businesses for compliance of the Mask Order and other social distancing requirements.
- All administrative staff, and supervising staff are working remotely.
- Parking Enforcement staff is currently assisting Code Officer's with enforcement of the City's Emergency Orders.
- Staff continues to work with BSO regarding homeless camps in the City.
- Staff is monitory commercial and residential parking lots for fire lane and handicapped parking violations.

Special Projects

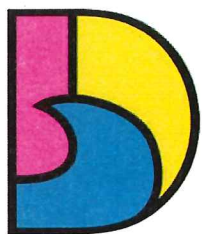
Mobility Study: The research, data and analysis phase of the study is primarily completed. The public outreach and information phase of the study has been delayed due to the COVID 19 crisis. This phase of the project is critical to the development of the plan. One-on-one meetings, public meetings and meetings with agencies will be replaced with on-line surveys, emails and virtual meetings. The coordination of these new efforts are in process. The public outreach will be conducted throughout the remainder of the study with the most public activity occurring in May/July. City Commission meetings for the approval of the final plan are anticipated for August/October 2020.

Public Art Ordinance: The City Commission has adopted an ordinance that creates an account for dedicated revenues from developer contributions (and other funds) that will be used for the purchase, creation and installation of public art. Staff has established the permitting system and revenue account to calculate and receive the Public Art funds. Public Art fees are currently being received and collected from developers. The next step for the programming and allocating the funds involves the Commission's determination regarding an advisory committee to be involved with review of the Public Art Master Plan and Guidelines as well soliciting a public art consultant or experts to assist in the development and preparation of the plan and guidelines. The adoption of the Master Plan and Guidelines will properly implement the new ordinance. Staff is coordinating these efforts.

Complete Streets and Local Initiatives Program (CSLIP) Application: The Broward MPO awards local street mobility improvement grants to cities on an annual basis. The CSLIP grants are for mobility roadway improvements (i.e. sidewalks, bike lanes, pedestrian crossings and lighting, related drainage and roadway resurfacing, transit stops and ADA) with a maximum grant value of approximately \$3M. The City was previously awarded the grant for improvements on NW 1st Street. The City (in a joint application with the City of Hollywood) was also recently awarded a project for improvements to SW 12th Avenue. These projects are fully funded, designed, constructed and managed by the FDOT. The FDOT will include the City in the design and development process. These projects are anticipated to commence construction in the next 3 to 5 years. Additional improvements for landscaping, street furniture and lighting can be included with the projects with funding from the City.

Census 2020: All outreach activities planned for March through May were cancelled due to COVID-19. Staff continues to participate in City-County Coordination Subcommittee conference

calls. The U.S. Census is adjusting operations to protect the health and safety of the public and their employees and to ensure a complete and accurate count of all communities is accomplished. The Census Bureau is seeking from Congress 120 additional calendar days to deliver final counts. If Congress approves, the Census Bureau would extend the window for field data collections and self-response to [October 31st](#).



DANIA BEACH
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CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: April 20, 2020

TO: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, Assistant City Manager

Candido
Sosa-Cruz

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of
Dania Beach, ou=City Manager,
email=csosacruz@daniabeachfl.gov,
c=US
Date: 2020.04.21 12:51:45 -0400

FROM: Linda Gonzalez, SPHR, SHRM-SCP – HR / Risk Management Director *LG*

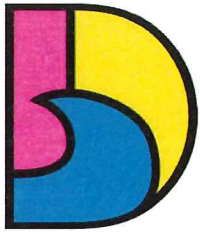
RE: Human Resources and Risk Management Monthly Report

The following is a summary of Human Resources and Risk Management activities during the past 60 days:

In response to the pandemic, Human Resources took numerous communication measures to ensure the safety of our employees. The City ensured compliance with the CARES Act and developed ongoing and regular communication with employees during this challenging time.

➤ Response to COVID-19

- A comprehensive emergency Telework policy and Home-Based Work agreement was developed, reviewed with the union and implemented. The policy included guidelines for employee home schedules, computer equipment and data protection.
- Employees were provided information on the CARES Act, including a link to the Act, a summary of the provisions, (What's in the Bill and How does it Affect me), direct cash payment information, unemployment insurance (UI) and other resources.
- Employee policies were created as required under the Families First Coronavirus Act for both paid sick leave and Emergency Family Medical and Leave Act, (E-FMLA).
- The 457 plan was modified as allowed under the CARES act to permit employees to take emergency withdrawals to their 457 plan without the usual penalties, if they meet the established criteria under the Act. The City is looking at options to modify the plan to allow for self-loans available under the Act.
- The City implemented a 10% emergency pay supplement for those non-supervisory and non-exempt employees required to report to work in Code and Parking Enforcement and Public Services. These are the only employees not teleworking at this time. In addition, the City has issued take-home cars to Code and Parking Enforcement employees to allow them to report to work directly from home for safety reasons. The AFSCME was in Agreement with these supplements. The temporary compensation and benefits will remain in effect until modified or rescinded by the City.

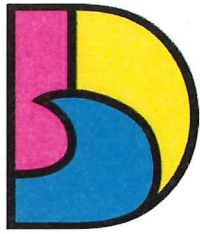


DANIA BEACH
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CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

- Training through the Risk platform, Target Solutions was expanded to include multiple modules on COVID 19, (Understanding COVID-19, Managing Stress and Anxiety, Preparing Your Household, Cleaning and Disinfecting, etc), as well as making this training available to all part-time employees.
- In response to a global increase in Cyber-attacks during the pandemic, Cyber-Security training was implemented for employees through the IT Department.
- Human Resources has provided Employee Assistance Program (EAP) information to employees and their families to assist them with stress and health support through the pandemic. New and ongoing resource information was made available to all employees. A virtual health coach was designated for the City for all employees to utilize.
- Employees were informed that over the counter drugs and medicines are now eligible for reimbursement from their Flexible Spending Account (FSA and Health Savings Account (HSA)).
- Employees were informed that our insurance is waiving member cost share for the treatment and testing of COVID-19 through June 5, 2020. All tele-medicine visit cost-share related to COVID-19 visits are also being waived. Tele-medicine provides direct access to a health care provider without increasing the risk of employees leaving their home.
- Human Resources continues to participate in numerous weekly COVID-19 calls and communicates information to the City Manager and COVID-10 City Task Force. Weekly calls take place with the Department of Emergency Management/Florida League of Cities and the White House, among numerous other HR sources.
- Human Resources continues to operate through telework maintaining all needed services to employees.
- Key positions filled:
 - Director, HR & Risk Management – Linda Gonzalez
 - Procurement Administrator – Sasha Ramos
- The following recruitments are being conducted:
 - Treatment Plant Operator
Virtual interviews will be conducted on Thursday, April 23, 2020.
 - Summer Camp Site Supervisor and Summer Camp Counselor
Applications are being reviewed pending the decision to re-open City services.
 - The recruitment process continues for the Community Development Director position.
- An Active Shooter training was conducted with the Broward Sheriff's Office (BSO) for employees on March 4.

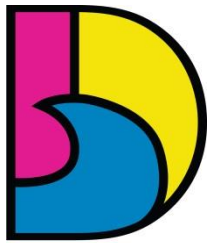


DANIA BEACH
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CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

- Preferred Governmental Insurance Trust (PGIT) who provides the majority of all Worker's Compensation and Liability insurances for the City agreed to a 1-year renewal with no rate increase. The City worked closely with our broker, Public Risk Insurance Advisors (PRIA), a Brown and Brown subsidiary, to secure these favorable terms. PRIA represents over 250 public entities in the State of Florida. The Human Resources and Risk Management Department is working to utilize a myriad of valuable resources provided within our contract to facilitate loss control, claims management and safety measures with the goal of keeping City insurance costs as low as possible.
- Human Resources is exploring multiple integration options with current software packages to expedite HR processes. This includes the implementation of an on-line benefits platform through our Broker, (at no cost to the City) that would allow for electronic open-enrollment and hires, and combining multiple benefit platforms.



DANIA BEACH
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CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: April 28, 2020
TO: Ana M. Garcia, City Manager, ICMA-CM
FROM: Eric Brown, Parks & Recreation Director
SUBJECT: Parks and Recreation COVID-19 Updates

Parks and Recreation COVID-19 updates for the past 30 days

March 16, 2020

The beach closed Monday, March 16 at 10 p.m. until further notice.
The Quarterdeck and The Pier also officially closed at 10 p.m. until further notice.

March 17, 2020

All Parks are closed/all rentals cancelled.
The city parks are being disinfected rigorously. When parks reopen, they will be completely clean and disinfected including floors, equipment, etc. Public services will help facilitate.

Bishop Scott, United Way, Parks and Rec, PDQ and Broward County Schools provided breakfast and lunch for the first week that the Broward County Schools were closed, at no cost to our City. This was a total team effort led by the Parks Director.

March 26, 2020

Because our patrons were not practicing social distancing, we have closed all outdoor amenities such as, ball fields, playgrounds, and basketball, tennis and racquetball courts. We also experienced patrons jumping fencing to play basketball, so all of our basketball rims have rim locks on them, so that no one can shoot hoops. We also posted signage at all of our passive parks. Our part time staff will no longer come into work after Friday, March 27, 2020 until further notice. On Mondays and Thursday, the Director will inspect parks and sites, for vandalism, and to make sure all is well.

March 30, 2020

The Parks Director and HR Director are working on providing training sessions for the Parks and Recreation part time staff employees during this time of shelter in/ stay at home. Target Solutions will provide these trainings' and staff will be engaged with trainings' such as, Communication Essentials, Basics of Leadership, Resolving Conflicts, and Leadership Essentials. This will allow our staff the opportunity to continue learning while we are dealing with this pandemic! I also ordered books on "Perfecting the Art of Customer Service" titled, "Be Our Guest". HR will provide this training/ enrichment opportunities for everyone.

The City of Dania Beach is still offering transportation to our residents by way of the free bus. I contacted Limousines of South Florida (LSF), our transportation provider and asked what precautions are being taken for the safety of our residents. LSF assured me that they are practicing social distancing as the residents enter the bus, as well as wiping the inside of the buses down daily. Information on COVID-19 provided by Broward County Transit, and posted on each bus, informing our residents.

April 7, 2020

I would like to thank BSO for helping Parks maintain social distancing at Linear Park. We are still experiencing patrons using the exercise equipment. We will find a better solution on posting "Park Closed" signs, so that they are not taken, as this has been a challenge.

CW Thomas Park – someone cut down one of our rim locks, we will order another rim lock and replace rim lock, and we will remain vigilant.

Park Beach – The Lifeguards were experiencing a large group of people coming onto the beach, by way of walking or bike riding, we teamed up with BSO, and now we are not allowing anyone on the beach property as this was always the goal

Community Free bus – the ridership is low, but we are still running so that those citizens who need food and or meds and do not have transportation will be able to use our free bus services. Social distancing and wiping down inside of buses are being practiced. I rode the bus last week to confirm that adhering to best practice was actually occurring

Reopening of Parks – we are preparing for the rush of youth and adults coming back to our Parks once we are reopened and the orders are lifted. The Parks Team will continue cleaning inside and out. We will disinfect all outdoor equipment and playgrounds, making sure these amenities are safe for use.

Online Training – Our part time and some full-time staff is taking advantage of this time, with online training classes, education opportunities and reading of books.

April 14, 2020

Parks Director picked up mask, gloves and hand sanitizer from BSO Fire, and distributed to staff.

At Linear Park, we added more "Park Closed" signs, thanks to Public Services; we were able to put these signs up out of reach from vandalism. The Parks team will remain vigilant

CW Thomas Park – someone cut down one of our rim locks, on Monday, April 13, 2020, we added another rim lock, and we will remain vigilant at CWT and all other sites.

Pools – we are in the process of scheduling our annual pool electrical inspections, gearing up for summer camp and summer swim lessons.

Although we are not open, our pool lifeguards are treating the pools weekly, this is needed so once we reopen, our pools will be ready for swim.

Community Free bus – the ridership is low, but we are still running so that those citizens who need food and or meds and do not have transportation will be able to use our free bus services. The bus drives are following best practices, by implementing social distancing, wiping down inside of buses, and posting literature on COVID-19.

Reopening of Parks – we are preparing for the rush of youth and adults coming back to our Parks once we reopened. The Parks Team will continue cleaning inside and outside of Parks and facilities by disinfecting all indoor and outdoor equipment and playgrounds, making sure these amenities are safe for use.

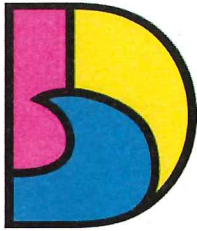
We are also in contact with parents who are registering their kids for summer camp online. We are also preparing for summer camp and the hiring of staff along with summer staff trainings'.

Online Training – Our part time and some full-time staff continue to take full advantage of this time, with online training classes, education opportunities and reading of books.

April 22, 2020 – Earth Day

Although we were not able to complete our scheduled Earth Day projects, due to COVID-19, Our Ocean Rescue Team, went out and purchased sea oats, and planted them today, in commemoration of Earth Day; this truly shows teamwork, and a department caring about the environment. See photos.





DANIA BEACH
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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: April 21 2020

TO: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, Assistant City Manager

FROM: Fernando J. Rodriguez, Public Services Director

Candido
Sosa-Cruz

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of
Dania Beach, ou,
email=c.sosacruz@daniabeachfl.gov,
c=US
Date: 2020.04.21 08:46:31 -04'00'

Fernando
Rodriguez

Digitally signed by Fernando
Rodriguez
DN: cn=Fernando Rodriguez, o=City
of Dania Beach, ou,
email=frodriguez@daniabeachfl.gov,
c=US
Date: 2020.04.21 08:28:08 -04'00'

SUBJECT: PROJECTS UPDATE

As has been the case for all City departments, the challenges posed by the Coronavirus (COVID-19) pandemic for the past two months has impacted the Public Services Department's (PSD) operations significantly. Nevertheless, department's staff has pressed on with its core activities, in addition to performing much preparation work related to the pandemic. Public Services' important and diverse efforts to ensure the safety, health, welfare, and beautification of the city have continued during these difficult weeks. The PSD Team is fully prepared to continue fulfilling our mission as well as working hand in hand with other departments and agencies as we all move forward with transitioning to normal operations in the coming weeks.

COVID-19 RELATED ACTIVITIES

In mid-March the department's administration and field staff shifted to a modified schedule aimed at better protecting all employees from the spreading Coronavirus. Administration staff began to work from home, but weekly presence in the field has continued to be provided by the Director and Deputy Director. Field crews were scaled down by assigning approximately half of the staff to report to work on a weekly basis, being replaced by the unassigned crew members the following week. All field staff remains "on call" during this period to maintain readiness for off-hours and weekend emergencies.

Activities undertaken in the early stages of the pandemic and in the ensuing weeks included:

- Procurement and preparation of informational signs for many city facilities indicating closure, means of making "drop-offs" of permit applications, and other required signage.
- Installation of bins for unemployment applications in order to assist impacted residents who do not have a computer to apply online.
- Assistance to BSO Police staff in closure of roadways and the beach area.
- Assistance in distributing critical supplies such as masks, gloves and hand sanitizer products.
- Procuring a custodial firm to increase the cleaning frequency, with an emphasis on disinfection, for City Hall, Public Services and the water treatment plant.

\continued...



MEMORANDUM

April 20, 2020

SUBJECT: Public Services Projects Update

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

Page 2 of 4

ADMINISTRATIVE AND OPERATIONAL ACTIVITIES

Budget Review and Preparation for F21

The Department began reviewing its current budget status and looking ahead at the F21 budget. As the impact of the Coronavirus pandemic has become more evident, budget requirements are being carefully assessed in order to address the potential financial challenges that the COVID-19 pandemic may pose for the remaining part of F20. These include a review of current position vacancies and holding preliminary discussion on CIP expenditures to defer to F21.

Bulk Waste Collection Measures

The stay-at-home/stay safe orders have led many in our city to engage in home projects such as tree/vegetation trimming, clearing storage spaces, and general repairs. This has resulted in a significant increase in bulk waste volumes being set out for disposal, which turn have impacted the collection service route completion. PSD has worked closely with Waste Management Inc. to address these issues and the routes are now “caught up” with the help of additional resources allocated by Waste Management and our own in-house crews.

General Street and Utilities Maintenance

Over the past six weeks two roadway segments have been resurfaced in the northeast section, including new roadway markings. Additionally, two speed tables, including associated signage and striping were installed on SW 54th Court. Other miscellaneous but important work, including shoring up asphalt sections near drain inlet grills, sign repairs, and a number of street light repairs have been completed. All critical underground utilities, including sanitary lift stations/generators and water distribution lines have been provided all required maintenance and repairs. The water treatment plant has continued to operate at full capacity, providing our residents with safe drinking water.

Engineering, Projects and Grants

This area of PSD has remained focused on important efforts such as keeping progress moving on projects, permitting activities, addressing new or emerging issues ranging from drainage improvements and traffic calming measures to planning for improvements to our transit service. Grants and other sources of funding such as the County’s Municipal Surtax program have continued to be actively pursued. Some of the specific activities include:

- Broward County and FDOT projects within the city— review, pre-construction meetings, and coordination.
- Change order reviews, approvals, and processing--including for a major sanitary lift station project.



MEMORANDUM

April 20, 2020

SUBJECT: Public Services Projects Update

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

Page 3 of 4

- Preparing, and processing CCNA work orders, including: beach parking lot drainage interim solutions, Dania Cove drainage, SW 43rd Street drainage study, citywide speed hump assessment, Oasis projects, and the NPDES stormwater permit. A number of these items required preparation and processing for Commission approval.
- Prepared CCNA work order for the critically needed SE 2nd Avenue water main replacement: required preliminary assessment, discussion/coordination with consultant, and preliminary cost estimating.

Hurricane Season Preparations

Preparation for the upcoming hurricane season which starts on June 1st. PSD developed a plan of action to address citywide tree and palm trimming over the coming two to three weeks to be prepared for the season. Coconut palm trimming has already been completed at the beachfront lot, and work on US1 palms and trees is underway. Our crews have been fully mobilized to expedite completion.

PROJECTS RECENTLY COMPLETED

Beachfront Parking Lot Refurbishing

This effort will enhance safety, aesthetics and sustainability. Over the past month, in-house crews and contractors have worked to apply a seal coat layer to large sections of the asphalt surface, which will be accompanied by striping and fresh curb paint. These improvements will enhance pedestrian and driver safety as well as overall aesthetics. In addition, wood barriers have been installed along the east side of the parking lot (alongside the sand dune). The new barriers will mitigate the intrusion of sand into the parking lot during periods of high wind combined with high tides. This in turn improves safety and protects the drainage system. The restroom buildings' exterior have been painted. A few final tasks to complete this project are scheduled for the week of April 20.

Pier Repairs, Condition Assessment, and Estimate of Probable Repair Cost

Significant repairs have been performed to the pier's wood deck over the past week, with over 140 wood planks being replaced. These deck components were severely deteriorated and needed to be addressed immediately to ensure the safety of the pier's daily users.

A very important step to address the long-term viability of this popular facility is an overall condition assessment. A preliminary assessment report conducted by a specialized firm was provided last week and is in the process of being evaluated by PSD. The report includes an estimate of probable repair costs for the pier, which covers components such as railings, decking, and



MEMORANDUM

April 20, 2020

SUBJECT: Public Services Projects Update

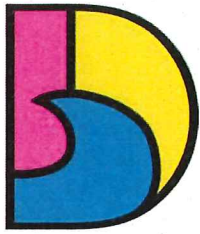
**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

Page 4 of 4

concrete pilings. This estimate will be incorporated in the city's Capital Improvement Program as a multi-phase project.

Quarterdeck Restaurant Elevator Repair

The elevator at the popular Quarterdeck restaurant adjacent to the pier had not been operational in over one year. It was fully repaired and refurbished over the past two weeks and its certification will follow shortly.



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CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

TO: Ana M. Garcia, City Manager. ICMA-CM

FROM: Adam Segal, Deputy Finance Director

DATE: April 15, 2020

SUBJECT: Finance Monthly Report – March 2020 and Covid-19 Update

Attached is the Finance report for the month of March 2020. On page 3 of this memo you will find a list of the individual sections and highlights.

Covid-19 Financial Update

As the world, our nation, and City continue to face the reality of the Covid-19 worldwide pandemic, the Finance Department has been steadfast in its efforts to assess the effects of this crisis and understand the impacts on the City's finances through the remainder of this fiscal year.

Our preliminary analysis shows that through the end of fiscal year 2019-20, the City is facing a shortfall of approximately \$4.2 million. The City has a number of revenue streams that are based on consumption, such as utility taxes, franchise fees, local option gas tax, sales tax, state shared revenues, and casino gaming. Additionally, since the Federal Reserve cut interest rates, the City will see reduced earnings on its investments.

The breakdown of projected revenue losses for FY2019-20 is as follows:

General Fund (\$1.5 million)

Local Option Gas Taxes
Electricity Utility Taxes and Franchise Fees
Gas/Propane Utility Taxes (minimal impact)
Planning & Zoning / Application Fees
State Revenue Sharing
Half-Cent Sales Tax
Seminole Gaming Compact Revenue
Public Safety Inspection Fees
Recreation/Facility Rental Fees
Interest Earnings
Dania Casino Slot Machine Proceeds
Interfund Transfers (from Special Revenue/Enterprise Funds)

Building Permit Fund (\$1 million)

Permit and Inspection Fees

Water Fund (\$500,000)

Water Service Charges
Interest Earnings

Sewer Fund (\$500,000)

Sewer Service Charges
Interest Earnings

Stormwater Fund (\$50,000)

Interest Earnings

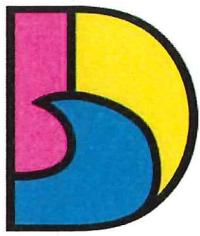
Parking Fund (\$450,000)

Beach Parking Fees
Parking Fines
Interest Earnings

Pier Fund (\$250,000)

Pier Admission/Merchandise Sales
Rental Income

Marina Fund (\$100,000)



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CITY OF DANIA BEACH FINANCE DEPARTMENT

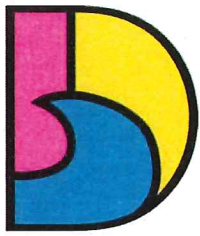
MEMORANDUM

On the expenditures side, Finance has developed a list of proactive measures, including reducing in travel costs, utility savings, and deferring other items to next fiscal year, that should help offset the revenue losses. The preliminary analysis indicates savings of \$500,000 in the General Fund. We have also identified potential savings of up to \$500,000 through freezing currently vacant positions, combined with savings already realized by vacancies fiscal year-to-date. These measures are not enough to offset the \$1.5 million potential revenue loss in the General Fund, and we will continue to assess the situation and revise plans over the coming months.

As we begin the budget process for fiscal year 2020-21, we assume the effects of Covid-19 will continue into the Fall, and are forecasting revenues accordingly. We do not know what the full extent of the crisis will be, for how long it will endure, and when the economy will recover. Ad Valorem taxes are not affected in the current year, and should not be affected in the coming fiscal year, since the valuation dates precede the onset of Covid-19. However, it is important to recognize that a prolonged impact of the pandemic will most likely impact property values, both residential and commercial, which could negatively affect the valuation on January 1, 2021 (budget year 2021-22).

In the meantime, the City should continue to conduct business as it always does, ensuring the safety and cleanliness of the community and addressing infrastructure and other critical matters. Nevertheless, City leadership must shift from a focus from "wants" to "needs". Department Directors are encouraged to submit budget requests for items that are absolutely necessary, while deferring items that can wait, such as a vehicle replacement or a project that is not critical.

Finance is here to serve as a resource to all elected officials and City staff, as we navigate through this crisis together. Covid-19 presents us all with unique challenges we did not expect to face this year. Many of us have endured similar budgetary constraints through the last financial downturn, and we are well equipped to lead the City through this difficult time.



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CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

Finance Reports – Month of March 2020

Revenues

- Building Fund Revenues
- Pier Revenue
- Beach Parking Revenue
- Marina Revenues
- Commercial Solid Waste Hauler Franchise Fees

Capital Projects

- Capital Projects Fund
- Enterprise Funds
 - Water
 - Sewer
 - Stormwater
 - Marina
- Grant Funds
 - City Grants
 - CRA Grants

Information Technology

- Online Credit Card Payments
- Beach Camera Views
- Website Visits by Device
- Commission Meeting Views
- Number of Citywide Phone Calls
- Number of E-Bill Users by Month

Business Tax Receipt Activity

- Out of Business/Inactive
- New Applications

Utility Reports

- Delinquency Report
- Meter Replacement Reports
- Aging Report

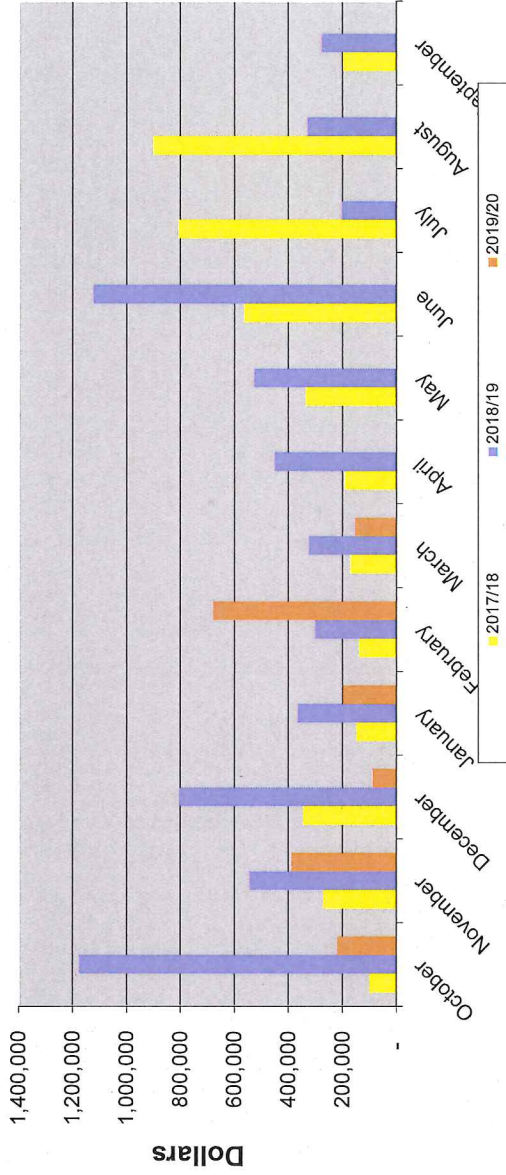
Contingency and Fund Balance Estimate

Building Fund Collections

Monthly	2017/18	2018/19	2019/20
October	98,044	1,175,262	218,842
November	269,808	544,467	386,606
December	344,254	804,921	86,297
January	148,385	364,720	197,296
February	137,968	300,427	677,686
March	171,051	323,671	152,797
April	190,029	451,112	
May	334,690	527,681	
June	564,568	1,123,013	
July	807,233	204,154	
August	901,588	329,526	
September	199,482	278,138	
Total	4,167,099	6,427,092	1,719,524

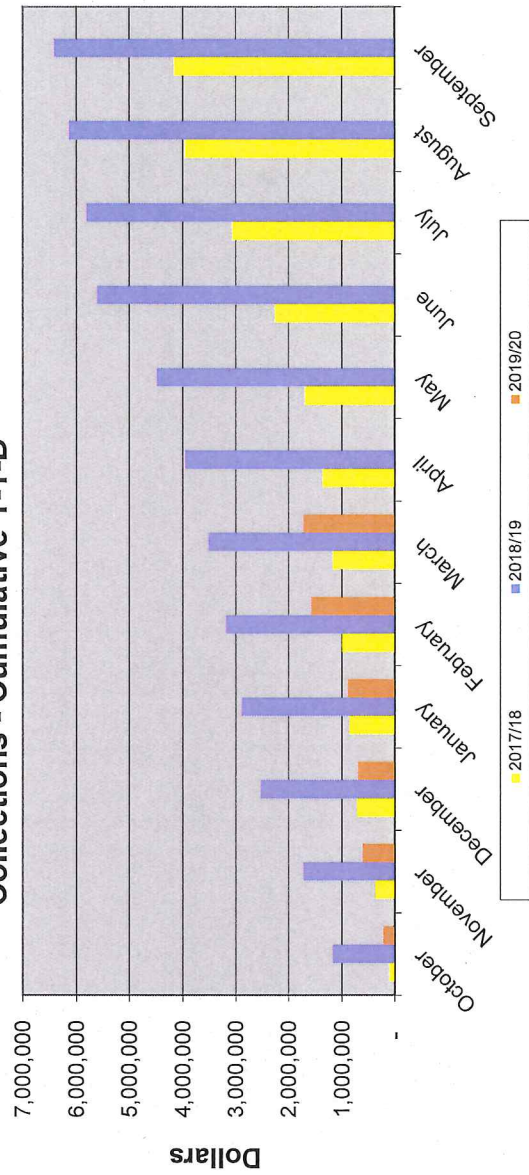
Building Fund - thru March 2020

Monthly Building Fund Collections



Cumulative	2017/18	2018/19	2019/20
October	98,044	1,175,262	218,842
November	367,852	1,719,729	605,448
December	712,106	2,524,650	691,745
January	860,491	2,889,370	889,041
February	998,458	3,189,797	1,566,727
March	1,169,510	3,513,468	1,719,524
April	1,359,539	3,964,580	
May	1,694,229	4,492,261	
June	2,258,797	5,615,274	
July	3,066,030	5,819,428	
August	3,967,618	6,148,953	
September	4,167,099	6,427,092	
Annual Goal	3,526,000	4,600,818	5,268,000

Building Fund Collections - Cumulative Y-T-D



Shut down due to COVID-19

Parking Fee Collections

Monthly	2017/18	2018/19	2019/20
October	68,927	70,074	80,310
November	88,801	76,505	75,366
December	83,316	70,225	69,806
January	68,550	91,368	101,586
February	126,135	107,600	89,239
March	124,368	138,030	42,686
April	145,345	132,525	
May	86,827	122,734	
June	113,227	99,416	
July	136,904	121,078	
August	101,670	90,092	
September	85,881	88,120	
Total	1,229,951	1,207,766	458,993

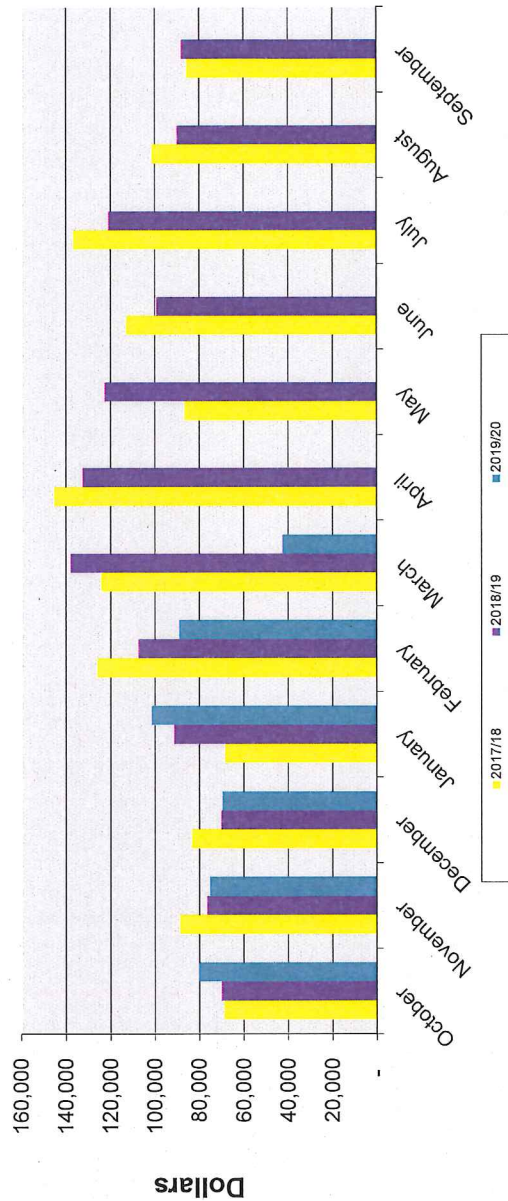
Parking down due to Hurricane Irma -beach closure

Heavy Rains during the month of May affected beach goers

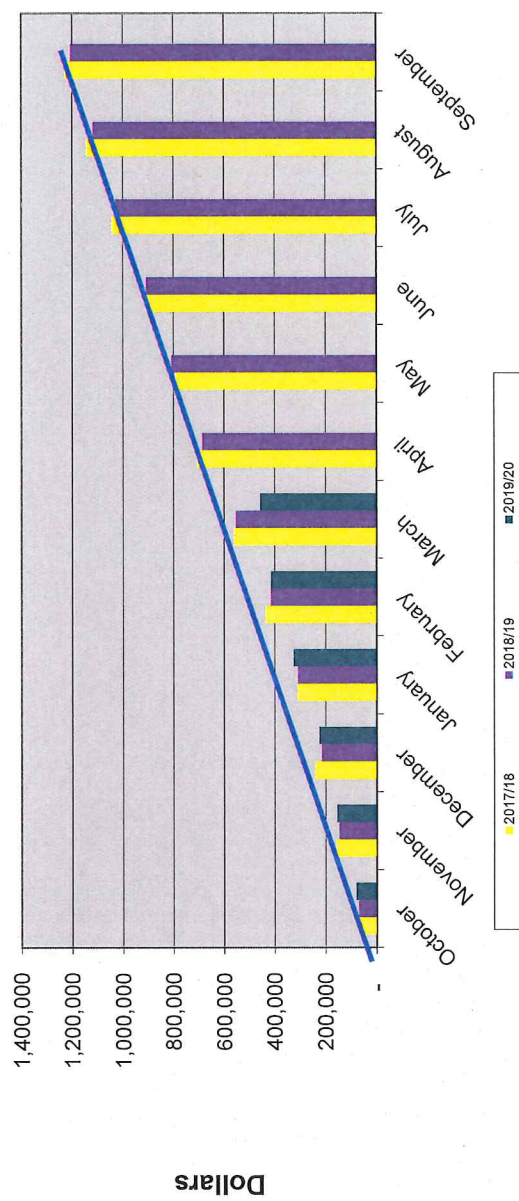
Shut down due to COVID-19

Beach Parking - thru March 2020

Monthly Beach Parking Collections



Beach Parking Collections - Cumulative Y-T-D



Cumulative	2017/18	2018/19	2019/20
October	68,927	70,074	80,310
November	157,728	146,579	155,676
December	241,044	216,803	225,483
January	309,594	308,171	327,069
February	435,729	415,771	416,308
March	560,097	553,802	458,993
April	705,442	686,326	
May	792,269	809,060	
June	905,496	908,477	
July	1,042,400	1,029,555	
August	1,144,070	1,119,646	
September	1,229,951	1,207,766	
Annual Budget Goal	1,277,235	1,282,367	1,219,032

Pier Revenues

Pier Revenues - thru March 2020

Monthly	2017/18	2018/19	2019/20
October	35,029	38,743	56,498
November	43,065	46,891	53,409
December	41,565	49,729	51,654
January	33,715	49,407	67,274
February	39,345	51,283	56,030
March	51,159	317,751	35,125
April	46,333	45,624	
May	30,995	68,359	
June	51,456	54,747	
July	62,161	73,113	
August	52,417	50,941	
September	53,319	60,729	
Total	540,559	907,317	319,990

Prolonged heavy rains affected the pier sales in May

Shut down in March due to Corona Virus

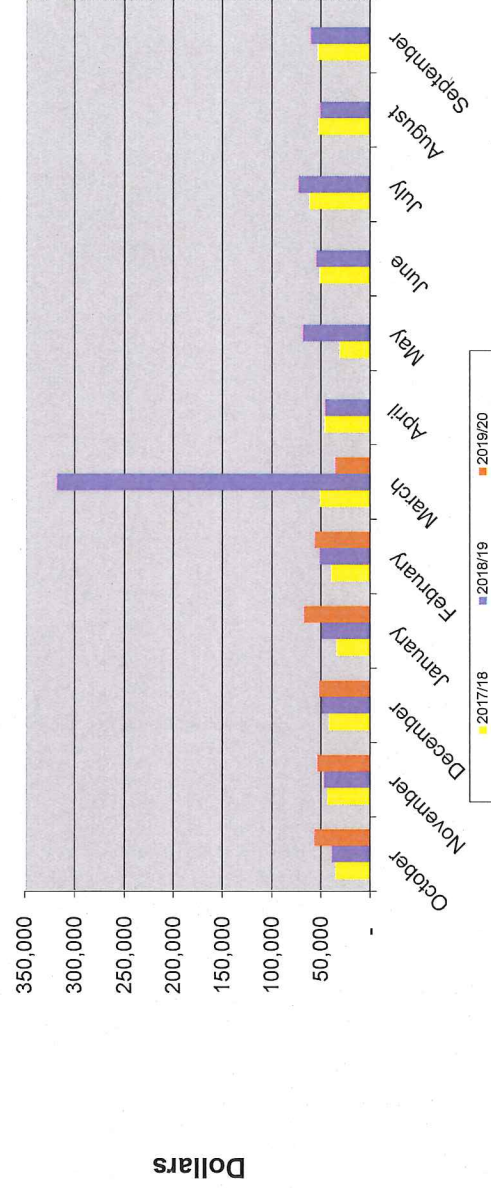
Balance includes true-up for the annual rent of the Quarterdeck based on the lease agreement.

Cumulative

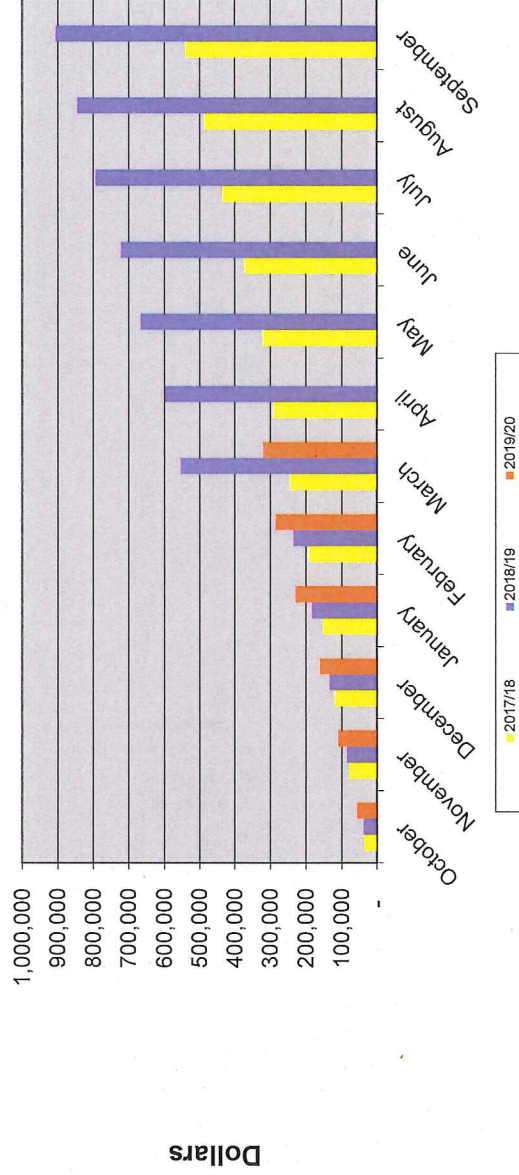
	2017/18	2018/19	2019/20
October	35,029	38,743	56,498
November	78,094	85,635	109,907
December	119,659	135,363	161,561
January	153,374	184,770	228,835
February	192,719	236,054	284,865
March	243,878	553,805	319,990
April	290,211	599,429	
May	321,206	667,788	
June	372,662	722,535	
July	434,823	795,648	
August	487,240	846,589	
September	540,559	907,317	
Annual Budget Goal	493,775	918,859	914,098

In 2018/19 the Quarterdeck Restaurant Revenues were moved to the Pier fund from General Fund to better reflect their usage.

Monthly Pier Collections



Pier Collections - Cumulative Y-T-D



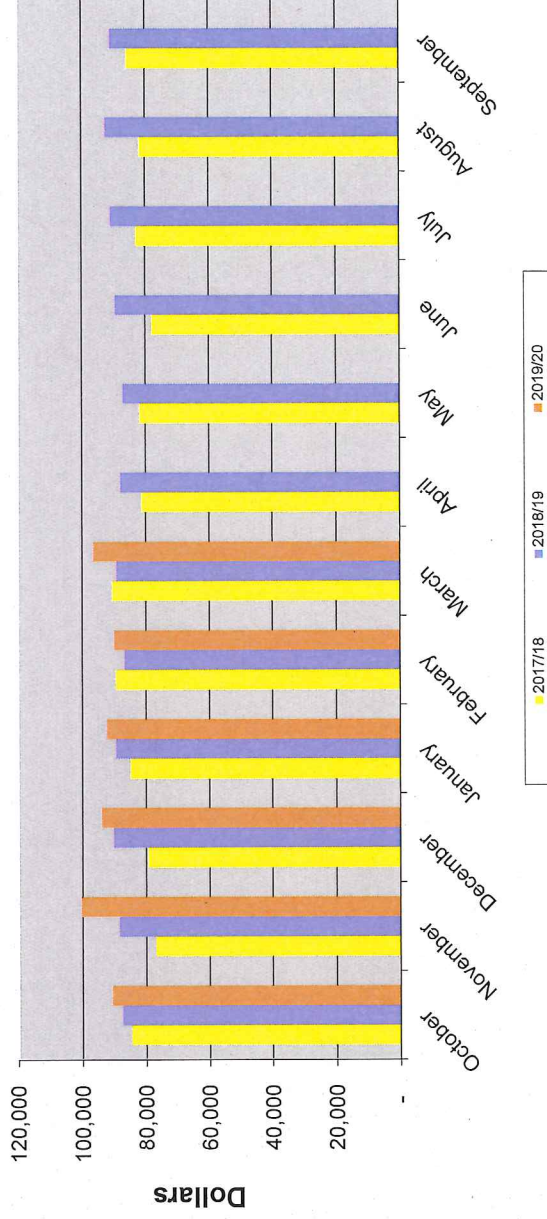
Marina Fee Collections

Monthly	2017/18	2018/19	2019/20
October	84,584	87,598	90,680
November	76,865	88,582	100,295
December	79,263	90,299	93,879
January	84,868	89,569	92,197
February	89,519	86,889	89,948
March	90,612	89,350	96,527
April	81,275	88,013	
May	81,878	87,281	
June	77,981	89,733	
July	82,954	91,052	
August	81,919	92,686	
September	86,021	91,173	
Total	997,737	1,072,225	563,525

Marina closed towards end of march due to COVID 19
Effects may be seen in April

Marina Fees - thru March 2020

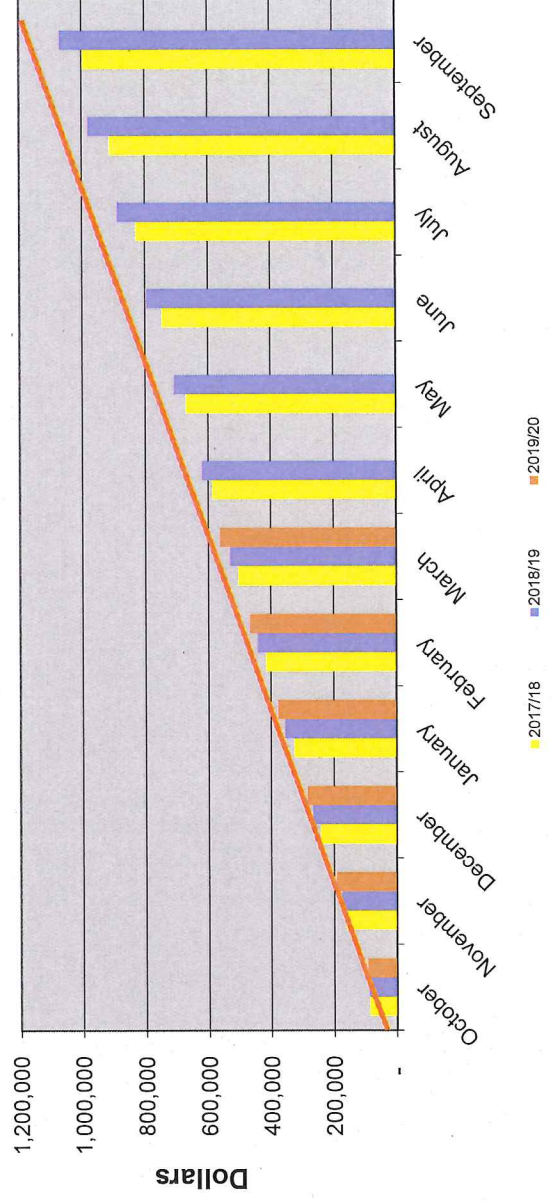
Monthly Marina Fee Collections



Cumulative

	2017/18	2018/19	2019/20
October	84,584	87,598	90,680
November	161,449	176,181	190,975
December	240,711	266,479	284,854
January	325,579	356,049	377,051
February	415,098	442,938	466,999
March	505,710	532,287	563,525
April	586,985	620,301	
May	668,863	707,582	
June	746,843	797,315	
July	829,797	888,367	
August	911,716	981,052	
September	997,737	1,072,225	
Budget Goal	1,032,180	1,042,263	1,059,831

Marina Fee Collections - Cumulative Y-T-D



Governmental Funds Capital Projects
Capital Project Life Cycle
31-Mar-20

Capital Projects Fund	Original Budget	Budget Amendments	Total Amended Budget Funding	Total Expenses & Open P.O.'s	(Return) of Funding on Completed Projects	Remaining Funds Available	Project Status
Beach Revitalization Phase II	925,000	\$ 651,799	1,576,799	(849,266)		\$ 727,533	In progress
City Entrance Sign	250,000	113,380	363,380	(362,301)		1,079	In progress
Bus Shelter Program	100,000	-	100,000	(80,739)		19,262	In progress
Oasis XV - SW 25th Terrace	200,000	-	200,000	(198,178)		1,822	In progress
OASIS Housing Project	500,000	-	500,000	-		500,000	Not Started
Oasis XIV Project	200,000	-	200,000	-		200,000	Not Started
Total Capital Projects (301)			2,940,179	(1,490,483)	-	1,449,696	

Enterprise Funds Capital Projects
Capital Project Life Cycle
3/31/2020

Stormwater Fund	Original Budget	Budget Amendments	Total Budget Funding	Total Expenses & Open P.O.'s	Return of Funding on Completed Projects	Remaining Funding Available	Project Status
SE Stormwater Phase II	6,159,729	132,361	6,292,090	(156,334)		6,135,757	In-Progress
Taylor Lane Drainage Project	615,000.00	-	615,000	(589,166)		25,834	In-Progress
SW 43rd Terraces, SW 40th Court and SW 49th Street Project	1,170,960	-	1,170,960	(177,810)		991,120	In-Progress
Total Stormwater Fund Projects			8,078,050	(923,309)	-	7,152,711	
<u>Water Fund</u>							
NW 1st Ave Water Main Stirling-City Hall	431,730	-	431,730	(55,965.00)		375,765	In-Progress
Lime Slaker Refurbishment	80,000			(80,000)		-	Completed
Total Water Fund Projects			431,730	(135,965)	-	375,765	
<u>Sewer Fund</u>							
Lift Rehab Projects 5,7,10	1,137,594	-	1,137,594	(1,077,500)		60,094	In-Progress
SCADA System	257,715	-	257,715	(257,715)		(0)	In-Progress
Total Sewer Fund Projects			1,395,309	(1,335,215)	-	60,094	
<u>Marina Fund</u>							
Marina Dredging Project	150,000	-	150,000	(138,000)		12,000	Completed
Total Marina Fund Projects			150,000	(138,000)	-	12,000	
Total Enterprise Projects			10,055,089	(2,532,488)	-	7,600,570	

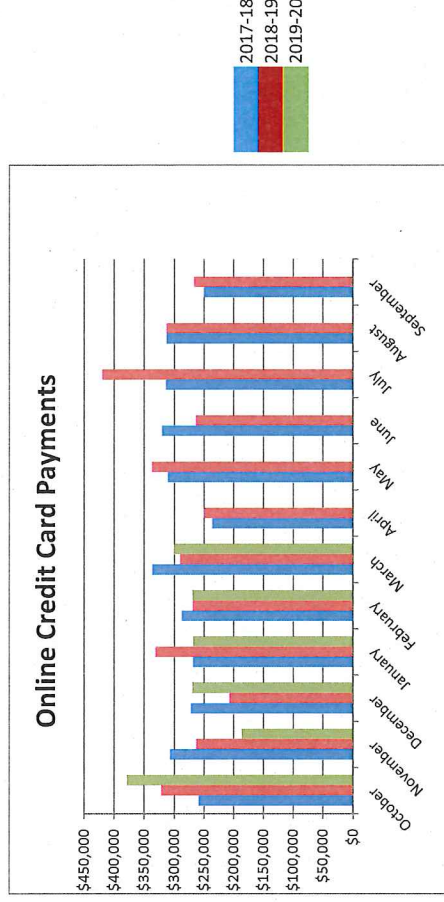
USDA Grant CRA
Grant Life Cycle
31-Mar-20

PATCH Fund	Original Budget		Budget Amendments	Total Amended Budget Funding		Total Expenses & Open P.O.'s	(Return) of Funding on Completed Projects	Remaining Funds Available	Grant Status
	Budget			Funding					
USDA CRA Grant	248,872		-	248,872	\$	(194,963)		\$ 53,909	In progress
Total CRA Grant				<u>248,872</u>		<u>(194,963)</u>	<u>-</u>	<u>53,909</u>	

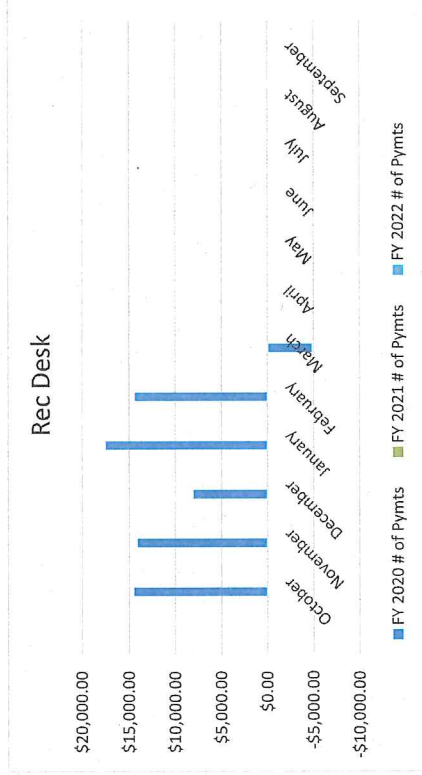
Grant Fund
3/31/2020

Grant	Grant Amount	City Match/Funds	Revenue Received	Remaining Revenue	Total Expenses & Open P.O.'s	Remaining Expense	Project Status	Grant Expiration
TAP Grant	\$ 344,379	327,088	216	671,467	(671,467)	0	Engineering in Progress	
CDBG 43 & CDBG 44 Solar Lighting Project	\$ 326,155	-	-	326,155	\$ (293,600)	32,555	In Progress	8/31/2020
Total Remaining Revenue				<u>671,467</u>				

	FY 2018		FY 2019		FY 2020	
	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>
October	1,339	\$259,372	1,571	\$321,462	1,695	\$378,828
November	1,398	\$307,722	1,427	\$262,899	1,293	\$186,710
December	1,464	\$272,976	1,311	\$207,256	1,453	\$270,094
January	1,402	\$268,847	1,550	\$330,919	1,378	\$269,347
February	1,319	\$288,241	1,424	\$268,905	1,403	\$270,127
March	1,537	\$336,443	1,506	\$290,206	1,481	\$300,421
April	1,256	\$236,332	1,317	\$249,172		
May	1,515	\$310,746	1,525	\$336,388		
June	1,472	\$320,795	1,346	\$263,574		
July	1,568	\$314,391	1,788	\$419,858		
August	1,581	\$313,434	1,627	\$312,880		
September	1,334	\$250,301	1,410	\$267,102		

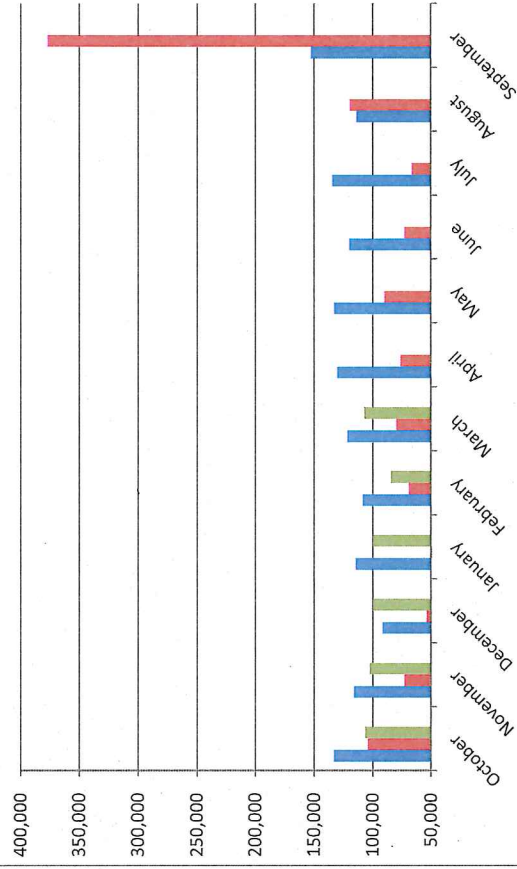


	FY 2020		FY 2021		FY 2022	
	# of		# of		# of	
	Pymts	\$ Value	Pymts	\$ Value	Pymts	\$ Value
October	158	\$14,447				
November	94	\$14,092				
December	98	\$8,024				
January	150	\$17,493				
February	130	\$14,408				
March	143	-\$4,766				
April						
May						
June						
July						
August						
September						



2019-20

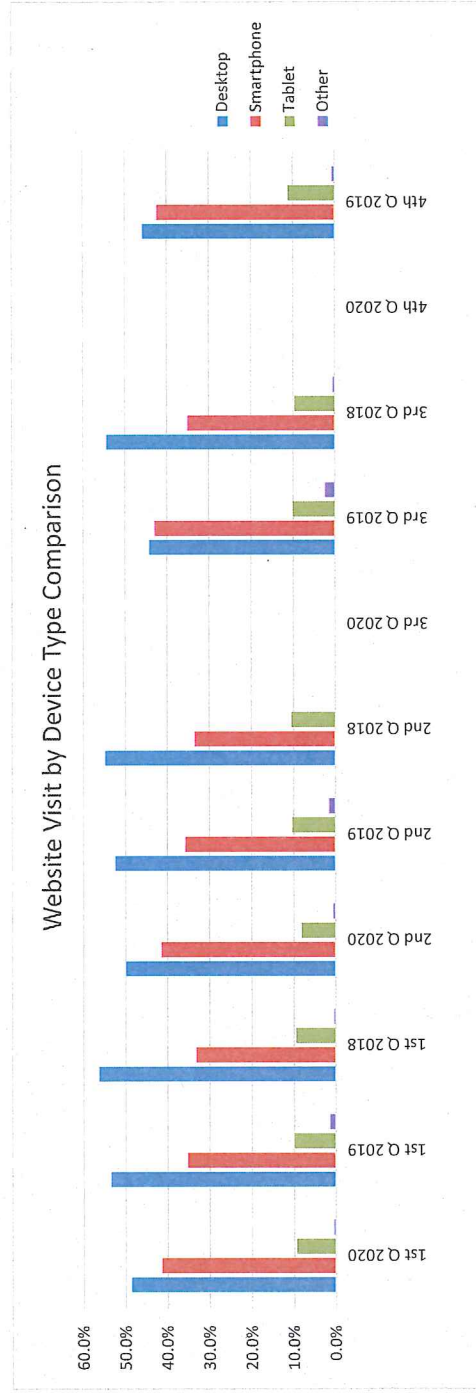
Beach Camera Views



	FY 2018	FY2019	FY 2020
October	133,092	104,200	106,500
November	116,060	73,000	102,700
December	92,078	53,667	99,400
January	114,768	49,000	99,700
February	108,672	69,100	84,900
March	121,724	80,013	107,500
April	130,501	76,400	
May	132,974	90,000	
June	120,235	72,900	
July	134,800	66,300	
August	114,188	119,400	
September	153,000	377,300	

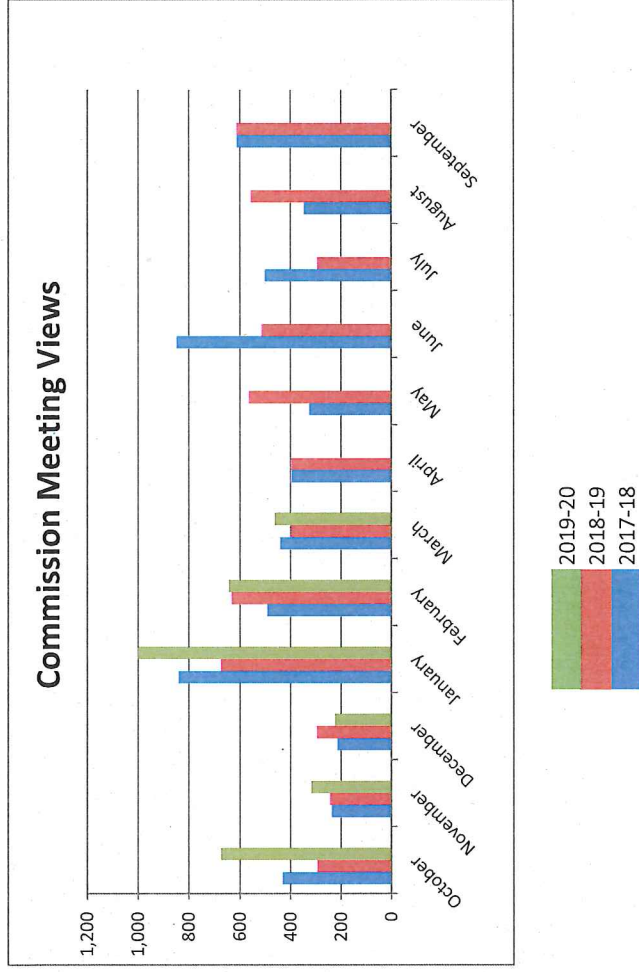
Website Visit by Device Type Comparison

	1st Q 2020	1st Q 2019	1st Q 2018	2nd Q 2020	2nd Q 2019	2nd Q 2018	3rd Q 2020	3rd Q 2019	3rd Q 2018	4th Q 2020	4th Q 2019	4th Q 2018
Desktop	48.6%	53.4%	56.3%	49.9%	52.4%	54.9%	0.0%	44.3%	54.4%	0.0%	45.9%	52.1%
Smartphone	41.3%	35.1%	33.1%	41.4%	35.7%	33.4%	0.0%	42.9%	34.9%	0.0%	42.3%	37.2%
Tablet	9.3%	10.0%	9.5%	8.1%	10.3%	10.6%	0.0%	10.2%	9.7%	0.0%	11.2%	9.4%
Other	0.4%	1.4%	0.4%	0.6%	1.6%	0.1%	0.0%	2.5%	0.5%	0.0%	0.7%	0.9%

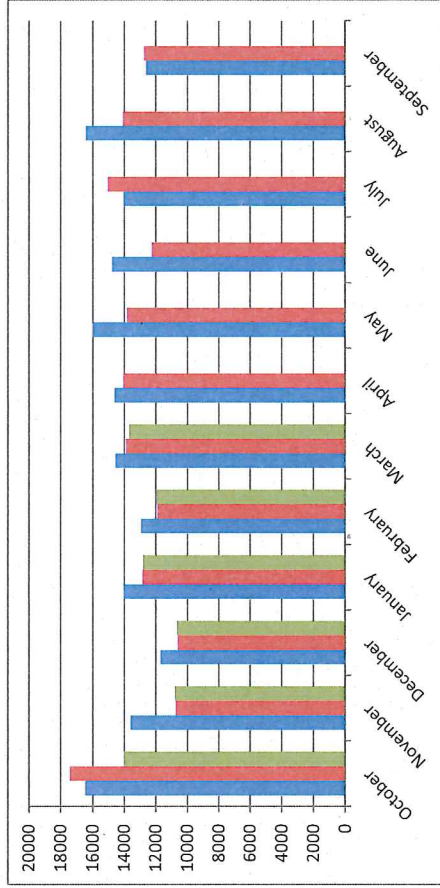


TikiLIVE & YouTube Channel
FY 2018 FY 2019 FY20

October	432	293	674
November	237	244	318
December	215	296	225
January	841	673	1,000
February	492	632	644
March	442	398	463
April	397	397	
May	326	564	
June	850	513	
July	502	294	
August	348	556	
September	614	613	



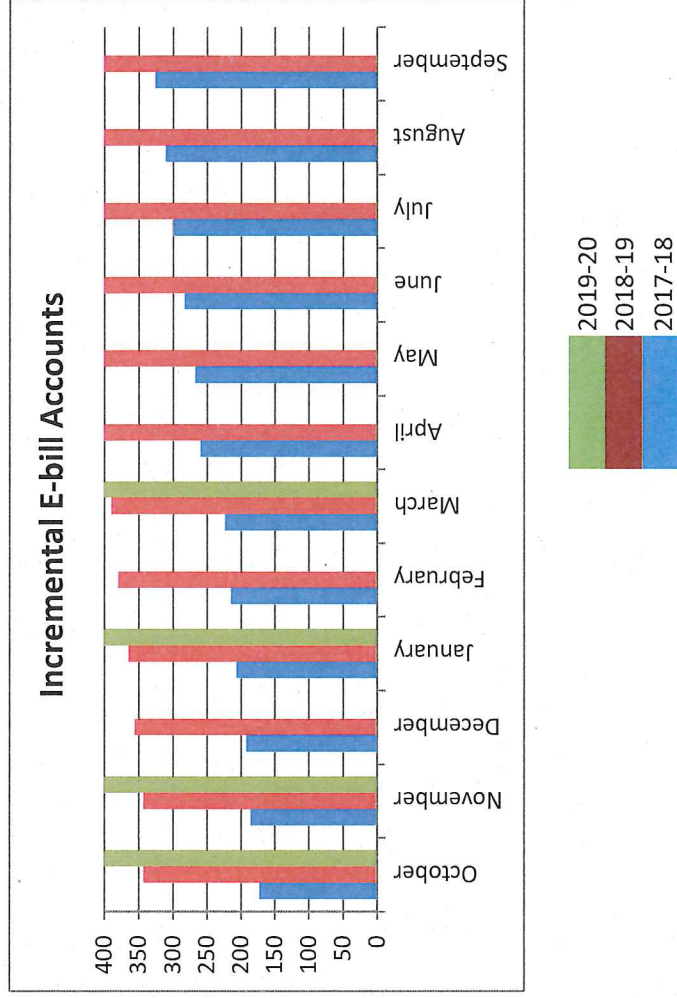
NUMBER OF CITY-WIDE PHONECALLS



	FY 2018	FY 2019	FY 2020
October	16,465	17,408	14,022
November	13,593	10,726	10,812
December	11,711	10,601	10,652
January	14,044	12,818	12,810
February	12,928	11,883	11,945
March	14,587	13,870	13,698
April	14,643	14,061	
May	16,017	13,832	
June	14,800	12,246	
July	14,057	15,070	
August	16,456	14,064	
September	12,622	12,742	

Number of e-bill users by month

	FY 2018	FY 2019	FY20
October	173	343	487
November	186	343	495
December	192	356	
January	207	365	506
February	215	380	
March	224	390	549
April	260	420	
May	268	430	
June	284	436	
July	300	449	
August	312	464	
September	327	473	



Business Tax Receipt Activity - March 2020

Out of Business/Inactive	# of BTRs	Dollar Amount
Little Learners Inc	1	N/A
Total Out of Business/Inactive	1	\$ -

New Approved Applications	# of BTRs	Dollar Amount
A to Z GC	1	\$ 625.00
Agile Training Concepts LLC	1	\$ 646.25
All About Entertainment	1	\$ 572.50
Danielle Vignola	1	\$ 31.50
Denison New Yachts LLC	1	\$ 835.00
Denison Yachting	1	\$ 625.00
Dollar Tree Stores Inc	1	\$ 1,565.00
EC Tire Services	1	\$ 625.00
Exquisite Interiors Inc	1	\$ 1,255.00
Forefront Commercial LLC	1	\$ 236.25
Gentlemens Lounge Barber Shop	1	\$ 467.50
Hector Rodriguez	1	\$ 196.50
Little Learners Inc	1	\$ 467.50
Mastermailer Inc	1	\$ 546.25
Otis McAllister Inc	1	\$ 546.25
Pandora	1	\$ 1,465.00
Sales Stores	1	\$ 677.50
Skylight Processing LLC	1	\$ 546.26
Stellar Development Services LLC	1	\$ 651.25
The LTL Schock Group	2	\$ 1,292.50
Trulieve Inc	1	\$ 1,465.00
United Yacht Transport LLC	1	\$ 520.00
VDV Investors 1 LLC	10	\$ 315.00
Windoor Express Corp	1	\$ 546.25
YuJet	1	\$ 210.00
Total New Applications	35	\$ 16,929.26

BTR Status	# of BTRs	Total Dollar Amount
Open Renewals- Current Year	156	\$ 48,538.23
Paid Renewals	3,158	\$ 1,035,748.35
Total BTRs as of 03/31/2020	3,314	1,084,286.58 **

**includes license fee, fire inspection & solid waste registration

Miscellaneous Billing Invoice Aging Report

Aging Date 03/31/2020
Report By Invoice Type

Invoice Type - CEM - Cemetery	Description	Current	1-30	31-60	61-90	90+	Total
# 4738 - Wright and Young Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	4860.00	4,860.00
# 4652 - Eric L Wilson	Reservation of Burial Plot	.00	.00	.00	.00	7570.00	7,570.00
# 5474 - Cokenya D West	Reservation of Burial Plot	.00	.00	.00	.00	250.00	250.00
# 4179 - AJ Manuel Funeral Home	Reservation of Burial Plot	.00	3360.00	.00	.00	.00	3,360.00
# 5477 - Paradise Funeral Home, LLC	Reservation of Burial Plot	.00	.00	.00	.00	1680.00	1,680.00
# 4786 - Dillard Josephine	Reservation of Burial Plot	.00	.00	.00	.00	200.00	200.00
# 4181- Alliance Monument Co. Inc	Reservation of Burial Plot	.00	400.00	.00	.00	.00	400.00
# 3946 - Eric S, George Funeral Home	Reservation of Burial Plot	.00	450.00	.00	.00	.00	450.00
# 5716- Silas, Ubong	Reservation of Burial Plot	.00	.00	3000.00	.00	.00	3,000.00
Cemetery Totals		\$0.00	\$4,210.00	\$3,000.00	\$0.00	\$14,560.00	\$21,770.00
Invoice Type - ART & SEAFOOD - Arts & Seafood Festival							
# 5472 - Meyers Group LLC	Arts and Seafood Sponsorship	.00	.00	.00	.00	5000.00	\$ 5,000.00
# 4900 - Storm Tight Windows	Arts and Seafood Sponsorship	.00	.00	.00	.00	2,500.00	2,500.00
Arts & Seafood Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$7,500.00	\$7,500.00
Invoice Type - CRA - Misc CRA							
# 4918 - Arnold & Sharon Nearn	Millennium Facase Grant	.00	.00	.00	.00	6000.00	6,000.00
Misc CRA Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00	\$6,000.00
Invoice Type - FA - False Alarm							
Miscellaneous FA Customers	BSO & Fire False Alarms	.00	.00	.00	.00	2,000.00	2,000.00
False Alarm Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00
Invoice Type - FI - Fire Inspection							
3065 - Keynorth Townhomes	Annual Inspection FY 11	.00	.00	.00	.00	1,700.00	1,700.00
3072 - Atlantis Management	Annual Inspection FY 11 & FY 12	.00	.00	.00	.00	7,800.00	7,800.00
1012 - Gulfstream Apts.	Annual Inspection FY 11 & FY 12	.00	.00	.00	.00	2,800.00	2,800.00
# 4466 - Meadowbrook Condo	Annual Inspection FY 13	.00	.00	.00	.00	1,000.00	1,000.00
4644 - Oakridge Townhomes	Annual Inspection FY 14	.00	.00	.00	.00	4,000.00	4,000.00
Miscellaneous FI Customers	Annual & Re-Inspections	.00	16,990.00	.00	1,650.00	176,005.00	194,645.00
Fire Inspection Totals		\$0.00	\$16,990.00	\$0.00	\$1,650.00	\$193,305.00	\$211,945.00
Invoice Type - LM - Lake Maintenance							
Miscellaneous LM Customers	Lake Maintenance	.00	.00	.00	.00	275.36	275.36
Lake Maintenance Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$275.36	\$275.36
Invoice Type - MS - Miscellaneous							
# 4647 - Palmetto Hospitality of Dania	Water Impact Fees	.00	.00	.00	.00	20,242.00	20,242.00
Misc. Customers	Misc. Customers	13,830.98	1,284.65	270.00	882.82	14,812.12	31,080.57
Miscellaneous Totals		\$13,830.98	\$1,284.65	\$270.00	\$882.82	\$35,054.12	\$51,322.57
Grand Totals		\$13,830.98	\$22,484.65	\$3,270.00	\$2,532.82	\$258,694.48	\$300,812.93

City of Dania Beach
Commercial Solid Waste Report FY 2019-2020
Payments Received

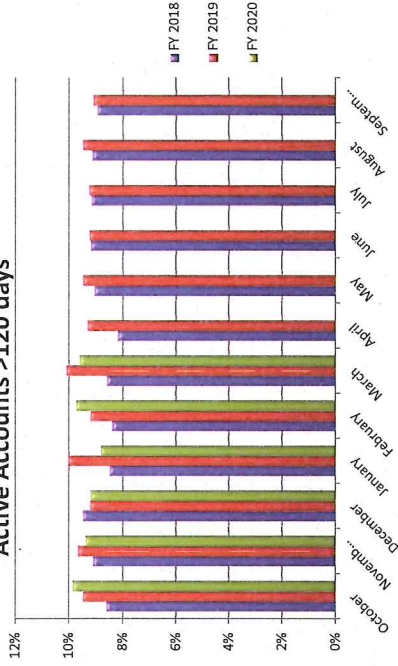
Annual Budget \$ 609,971										
Waste Hauler										
	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Republic Services	S & S National Waste AKA Bicon, Inc.	Sunshine Recycling Services	Panzarella Waste & Recycling Services	Great Waste	EZ Waste & Recycling	COASTAL WASTE & RECYCLING INC	Monthly Activity
Permit Application Fee	1,075.00	75.00	75.00	225.00	75.00	75.00		75.00		
Annual Permit Fee		1,000.00	1,000.00	1,000.00	1,000.00	1,000.00		1,000.00		
Monthly Franchise										
Oct	2,984.89	50,593.70	11,833.40	3,085.20	406.67	356.24	No Remittance	No Remittance		69,260.10
Nov	2,868.68	42,726.09	13,277.90	3,756.07	433.78	809.23	1,860.40	No Remittance		65,732.15
Dec	2,965.17	43,390.08	12,171.37	2,464.47	409.03	279.94	No Remittance	No Remittance	259.41	61,939.47
Jan	2,329.04	38,632.88	13,739.23	1,952.29		341.08	1,883.74	No Remittance	357.51	59,235.77
Feb	2,956.24	36,900.65	14,710.10	2,740.36	818.06	685.32	2,104.45	No Remittance	306.81	61,221.99
Mar							1,803.50			1,803.50
Apr										-
May										-
Jun										-
Jul										-
Aug										-
Sep										-
Total Mo. Franchise	14,104.02	212,243.40	65,732.00	13,998.39	2,067.54	2,471.81	7,652.09	-	923.73	319,192.98
Total Receipts	\$ 15,179.02	\$ 213,318.40	\$ 66,807.00	\$ 15,223.39	\$ 3,142.54	\$ 3,546.81	\$ 7,652.09	\$ 1,075.00	\$ 923.73	\$ 326,867.98

WATER & SEWER UTILITY AGING REPORT

ACTIVE ACCOUNTS

	FY 2018			FY 2019			FY 2020		
	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ
October	91,424	1,064,458	9%	95,365	1,010,211	9%	101,263	\$ 1,028,181	10%
November	96,028	1,058,118	9%	98,732	1,023,885	10%	102,632	1,094,606	9%
December	98,030	1,035,836	9%	99,290	1,080,590	9%	100,463	1,093,753	9%
January	96,781	1,142,339	8%	101,512	1,016,702	10%	101,513	1,151,809	9%
February	98,198	1,171,358	8%	99,383	1,082,970	9%	105,524	1,086,072	10%
March	93,866	1,092,809	9%	101,087	1,003,628	10%	104,516	1,090,084	10%
April	96,141	1,176,512	8%	105,959	1,140,270	9%			
May	96,759	1,068,986	9%	107,545	1,135,444	9%			
June	98,087	1,069,688	9%	105,858	1,149,476	9%			
July	94,276	1,030,958	9%	102,130	1,106,583	9%			
August	94,350	1,033,403	9%	102,832	1,086,057	9%			
September	95,958	1,075,048	9%	101,787	1,122,546	9%			
Annual Avg	\$ 95,825	\$ 1,084,959	9%	\$ 101,790	\$ 1,079,864	9%	\$ 102,652	\$ 1,090,751	9%

Active Accounts > 120 days

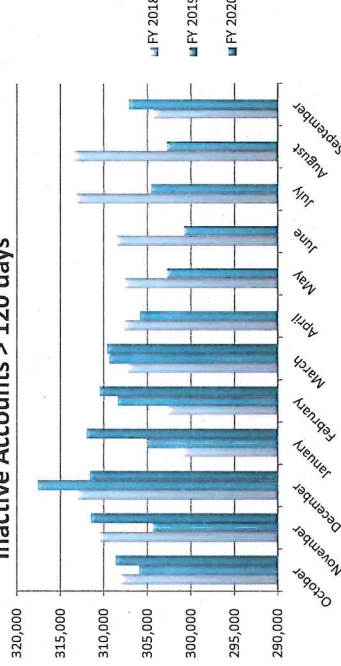


Active Account Graph: Billing data indicates delinquency rate on active accounts remain constant at an average of 1% of billings per month

INACTIVE ACCOUNTS

	FY 2018			FY 2019			FY 2020		
	>120 Past Due	>120 Past Due	% +/-	>120 Past Due	>120 Past Due	% +/-	>120 Past Due	>120 Past Due	% +/-
October	307,799	305,930	-1%	308,582	311,477	1%			
November	310,450	304,415	-2%	311,598	311,938	2%			
December	312,970	317,608	1%	311,598	311,938	2%			
January	300,928	304,953	1%	311,938	310,421	1%			
February	302,687	308,340	2%	310,421	309,600	0%			
March	307,140	309,318	1%	309,600					
April	307,535	305,857	-1%						
May	307,444	302,754	-2%						
June	308,454	300,799	-3%						
July	313,087	304,591	-3%						
August	313,334	302,839	-3%						
September	304,258	307,081	1%						
Annual Avg	\$ 308,007	\$ 306,207	-1%	\$ 310,603					

Inactive Accounts > 120 days



Building/ New Construction Activity						Delinquent Account Activity							Meter Replacement		New Accts			
Water Impact Fee			Water Tap Fee			Delinquent			Turn-Off				Pulled Meter Reinstall Fee		# of Meters Replaced		# per Month	Prior Yr.
2018-2019	2019-2020	2018-2019	2019-2020	2018-2019	2019-2020	# of Accts	2018-2019	2019-2020	2018-2019	2019-2020	# of Accts	2018-2019	2019-2020	2019-2020	Prior Yr.			
Oct	17,906.00	-	4,750.00	-	2,594.95	539.00	4,180.00	3,120.00	104.00	300.00	300.00	32	1	-	33	102	40	57
Nov	3,893.00	5,450.00	1,550.00	1,550.00	2,910.00	612.00	2,510.00	2,820.00	94.00	100.00	400.00	13	1	1	15	50	31	56
Dec	(12,456.00)	-	(1,750.00)	-	3,155.00	547.00	3,620.00	2,390.00	79.67	-	300.00	4	-	1	5	15	49	49
Jan	33,383.00	-	-	1,550.00	2,910.00	3,265.00	2,470.00	1,480.00	49.33	100.00	100.00	4	-	-	4	32	50	67
Feb	-	1,557.00	-	3,200.00	2,777.92	2,820.00	3,440.00	4,810.00	160.33	400.00	400.00	6	1	-	7	132	58	44
Mar	55,274.00	-	4,950.00	2,900.00	2,660.00	725.00	145.00	2,720.00	1,970.00	65.67	-	5	-	3	8	132	39	63
Apr	4,671.00	-	4,350.00	-	2,845.00	-	3,190.00	-	-	200.00	-	-	-	-	-	61	60	-
May	1,557.00	-	150.00	-	2,535.00	-	3,630.00	-	-	193.32	-	-	-	-	-	97	69	-
Jun	28,026.00	-	8,550.00	-	2,980.00	-	1,836.86	-	-	100.00	-	-	-	-	-	82	66	-
Jul	-	-	-	-	2,565.00	-	2,660.00	-	-	-	-	-	-	-	-	63	63	-
Aug	-	-	-	-	2,447.86	-	3,010.00	-	-	200.00	-	-	-	-	-	13	84	-
Sep	9,342.00	-	8,700.00	-	3,040.00	-	2,760.00	-	-	300.00	-	-	-	-	-	5	58	-
Total \$	141,596	\$ 7,007	\$ 31,250	\$ 9,200	\$ 33,421	\$ 15,300	\$ 3,060	\$ 36,027	\$ 16,590	553	\$ 2,293	\$ 1,500	Yr-to-Date Total	72	784	267	736	

11%

11% of City's 4,800 accounts
become delinquent for this period...

City of Dania Beach

General Fund

Unassigned Fund Balance - - Contingency

----- General Fund -----

ContingencyUnassigned
Fund Balance

Balance 10/1/19 Audited

\$	113,899	\$	20,962,373
----	---------	----	------------

(Uses) / Additions:

October	-	(691,069)
November	(41,000)	-
December	-	-
January	(17,410)	-
February	-	-
March	-	(22,912)
April	-	-
May	-	-
June	-	-
July	-	-
August	-	-
September	-	-

Sub-Total (Uses) / Additions

(58,410)	(713,981)
----------	-----------

Sub-Total Available

55,489

20,248,392

Other Considerations

GFOA/City Commission 25% Reserve

(12,500,000) est.

Bridge Loans - S.E. Stormwater

(1,000,000)

Estimate of Availability at 09/30/20

\$	55,489	\$	6,748,392
----	--------	----	-----------

City of Dania Beach

#001-18-00-519-99-10

Contingency Account

Original Budget \$ 113,899

Uses:

	Total	
Oct	-	
Nov	(41,000)	23,000 Motorcycle show
December		17,500 DB Grill Settlement
January	(17,410)	Transit study
February		
March		
April		
May		
June		
July		
August		
September		
Balance Remaining	\$ 55,489	

City of Dania Beach

General Fund

Analysis of

Fund Balance

	<u>Balance Per CAFR 10/1/19</u>	20,962,373	
Uses: <u>#389-90-01</u>			
October	(691,069)		Rollover PO's+ City Center funds (71k)
November			
December			
January			
February			
March	(22,912)		Demolition of two buildings at Boisey Waters
April			
May			
June			
July			
August			
September			
Total Uses (Sources)		<u>(713,981)</u>	
Estimated Balance Available 09/30/20		<u>\$ 20,248,392</u>	
<u>Other Considerations</u>			
GFOA/City Commission 25% Reserve	(12,500,000)	est.	
Bridge Loans - S.E. Stormwater	(1,000,000)		
Estimate of Availability at 09/30/20		<u><u>6,748,392</u></u>	



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
FINANCE DEPARTMENT
MEMORANDUM**

TO: Ana M. Garcia, City Manager, ICMA-CM

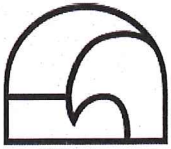
FROM: Adam Segal, Assistant Finance Director DFA-19-029

DATE: April 1, 2020

SUBJECT: Monthly Business Tax Licensing

Manager,

Per your request attached hereto is the Monthly Business Tax Receipt report reflecting new businesses.

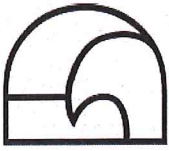


Business Listing Report

Business Start Date 03/01/20 - 03/31/20
Report By Business Name

DANIA BEACH
SEA IT, LIVE IT, LOVE IT.

Business	Licensee	Address	Phone	Extension	Start Of Business	End Of Business
A TO Z GC	A TO Z GC	5933 RAVENSWOOD RD STE BB3, DANIA BEACH, FL 33312	(954) 228-7453		03/18/2020	
AGILE TRAINING CONCEPTS LLC	AGILE TRAINING CONCEPTS LLC	2800 STATE RD 84 102, DANIA BEACH, FL 33312	(954) 642-8555		03/03/2020	
ALL ABOUT ENTERTAINMENT	ALL ABOUT ENTERTAINMENT	3013 RAVENSWOOD RD STE 106, DANIA BEACH, FL 33312	(954) 433-7348		03/09/2020	
DANIELLE VIGNOLA	DANIELLE VIGNOLA	48 SW 14 ST, Dania Beach, FL 33004	(954) 593-8693		03/05/2020	
DENISON NEW YACHTS LLC	DENISON NEW YACHTS LLC	850 NE 3 ST 113, Dania Beach, FL 33004	(954) 763-3971		03/11/2020	
DENISON YACHTING	DENISON NEW YACHTS LLC	850 NE 3RD ST STE 205, DANIA BEACH, FL 33004	(954) 763-3971		03/11/2020	
DOLLAR TREE STORES INC	DOLLAR TREE STORES INC	2620 GRIFFIN RD, DANIA BEACH, FL 33312	(757) 321-5000		03/11/2020	
EC TIRE SERVICES	EC TIRE SERVICES	1975 STIRLING RD 201, DANIA BEACH, FL 33004	(786) 512-5393		03/06/2020	
EXQUISITE INTERIORS INC	EXQUISITE INTERIORS INC	5 N FEDERAL HWY, DANIA BEACH, FL 33004	(954) 239-8984		03/03/2020	
FOREFRONT COMMERCIAL LLC	FOREFRONT COMMERCIAL LLC	2890 W STATE ROAD 84 STE 104, DANIA BEACH, FL 33312	(954) 358-3920		03/05/2020	
GENTLEMENS LOUNGE BARBER SHOP	GENTLEMENS LOUNGE BARBER SHOP	2452 GRIFFIN RD, Dania Beach, FL 33312	(954) 371-7006		03/06/2020	
HECTOR RODRIGUEZ	HECTOR RODRIGUEZ	3970 SW 51 ST, Dania Beach, FL	(954) 554-0136		03/02/2020	
LITTLE LEARNERS INC.	LITTLE LEARNERS INC.	3036 GRIFFIN RD STE 1, DANIA BEACH, FL 33312	(954) 367-6298		03/18/2020	
MASTERMAILER INC	MASTERMAILER INC	1241 STIRLING RD STE 117, DANIA BEACH, FL 33004	(954) 921-0000		03/09/2020	
OTIS MCALLISTER INC	OTIS MCALLISTER INC	2908 TRIVULM CIRCLE #601, DANIA BEACH, FL 33312	(415) 248-9222		03/03/2020	
PANDORA	S & R JEWELS LLC	138 N POINTE DRIVE, DANIA BEACH, FL 33004	(954) 205-1003		03/10/2020	
SALES STORES	EOS TRADING CORP	1221 STIRLING RD STE 102, DANIA BEACH, FL 33004	(305) 652-0442		03/05/2020	
SKYLIGHT PROCESSING LLC	SKYLIGHT PROCESSING LLC	2860 W State Rd 84 Suite 119, DANIA BEACH, FL 33312	(954) 616-5634		03/30/2020	
STELLAR DEVELOPMENT SERVICES LLC	STELLAR DEVELOPMENT SERVICES LLC	2860 STATE RD 84 118, Dania Beach, FL 33312	(954) 671-1400		03/05/2020	
THE LTL SCHOCK GROUP	W.D. SCHOCK COMPANY INC	4101 RAVENSWOOD RD STE 317, DANIA BEACH, FL 33004	(754) 223-2156		03/12/2020	
THE LTL SCHOCK GROUP	W.D. SCHOCK COMPANY INC	4101 RAVENSWOOD RD 315, Dania Beach, FL 33312	(754) 223-2156		03/11/2020	
TRULIEVE, INC	TRULIEVE, INC	520 Stirling Rd, DANIA BEACH, FL 33004	(850) 665-3303		03/18/2020	
UNITED YACHT TRANSPORT LLC	UNITED YACHT TRANSPORT LLC	2830 W STATE RD 84 STE 118, DANIA BEACH, FL 33312	(954) 383-4448		03/13/2020	
VDV INVESTORS 1 LLC	VDV INVESTORS 1 LLC	11251 NW 20TH STREET UNIT 119, MIAMI, FL 33172	(305) 436-9702		03/02/2020	
VDV INVESTORS 1 LLC	VDV INVESTORS 1 LLC	3100 SW 47TH STREET, DANIA BEACH, FL 33312	(305) 436-9702		03/02/2020	
VDV INVESTORS 1 LLC	VDV INVESTORS 1 LLC	3110 SW 47 ST, DANIA BEACH, FL 33312	(305) 436-9702		03/02/2020	
VDV INVESTORS 1 LLC	VDV INVESTORS 1 LLC	3120 SW 47TH STREET, DANIA BEACH, FL 33312	(305) 436-9702		03/02/2020	
VDV INVESTORS 1 LLC	VDV INVESTORS 1 LLC	3130 SW 47 ST, DANIA BEACH, FL 33312	(305) 436-9702		03/02/2020	
VDV INVESTORS 1 LLC	VDV INVESTORS 1 LLC	3140 SW 47TH STREET, DANIA BEACH, FL 33312	(305) 436-9702		03/02/2020	
VDV INVESTORS 1 LLC	VDV INVESTORS 1 LLC	3151 SW 47TH STREET, DANIA BEACH, FL 33312	(305) 436-9702		03/02/2020	



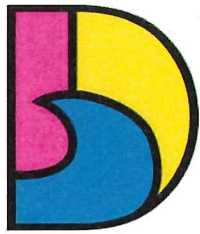
DANIA BEACH
SEA, IT, LIVE IT, LOVE IT.

Business Listing Report

Business Start Date 03/01/20 - 03/31/20

Report By Business Name

Business	Licensee	Address	Phone	Extension	Start Of Business	End Of Business
VDV INVESTORS 1 LLC	VDV INVESTORS 1 LLC	3161 SW 47TH STREET, DANIA BEACH, FL 33312	(305) 436-9702		03/02/2020	
VDV INVESTORS 1 LLC	VDV INVESTORS 1 LLC	3171 SW 47TH STREET, DANIA BEACH, FL 33312	(305) 436-9702		03/02/2020	
VDV INVESTORS 1 LLC	VDV INVESTORS 1 LLC	3181 SW 47TH STREET, DANIA BEACH, FL 33312	(305) 436-9702		03/02/2020	
WINDOOR EXPRESS CORP	WINDOOR EXPRESS CORP	1210 STIRLING RD A 7, DANIA BEACH, FL 33004	(866) 985-8680		03/10/2020	
YuJet	SURF NERDS LLC	5553 ANGLERS AVE STE 109, DANIA BEACH, FL 33312	(888) 985-3891		03/10/2020	
					Businesses	35



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)**

MEMORANDUM

DATE: April 16, 2020

TO: Ana M. Garcia, ICMA- CM, City Manager

FROM: Daniel J. Marks, Captain

RE: Dania Beach Memo to City Manager for Commission Meeting

This memorandum is in reference to the upcoming Commission Meeting on 04-28-20.

COVID-19 information

- A Deputy will remain at the Ocean Drive entrance of Dania Beach 24/7.
- The Crime Suppression Team will continue to proactively identify possible scammers.
- Increased patrols of shopping centers, restaurants and retail businesses.
- Increased patrols of City Parks due to the closure.
- Sergeants are taking the temperature of all employees prior to their shift.
- A Telephone Report Unit has been created in order to limit exposure to employees.
- Roll calls are being held outdoors away from the station.
- Entrances to stations are locked. Signs are posted for walk-ins to call desk personnel.
- Stations are being disinfected daily.
- Deputies are equipped with PPE gear if needed on a call.
- Deputies will enforce the orders in reference to businesses, parks and marinas.
- BSO Dania Beach currently has one infected Deputy. He is at home in isolation recovering.
- Channel 6 interviewed Sergeant Hansen for a story on how COVID-19 has impacted law enforcement service.
- As of today, BSO has 81 employees that have tested positive.

Deputies are now equipped with disinfectant spray bottles for their vehicles, clothes and boots.

Both BSO Deputies and Fire Rescue have been present during senior citizen shopping hours at Dania Beach grocery stores.

Since the "Stay at Home" order has been issued we have seen an increase in domestic disturbance calls and baker acts.

Deputies were dispatched to an alarm call at Bass Pro Shops on 04-13-20 at 1203 am. K-9 and aviation responded. Deputies observed a door smashed out and began to conduct an interior search. Deputies located a subject wearing camouflage inside. He was quickly taken into custody. The suspect stated it was his birthday and he wanted a gun.

Operation Medicine Cabinet and the Shred-A-Thon which was scheduled for April 25th has been postponed.

That completes my report.



Broward Sheriff's Office
Fire Rescue & Emergency Services
103 W. Dania Beach Blvd., Dania Beach FL 33004
954-342-4262 Fax: 954-3424265



Date: 04/21/2020

Subject: Internal Memo – Dania Beach District 1

Over the last month the concentration has been on keeping the First Responders Safe while at work. Ensuring a clean station initiative that started at Station 1 in Dania Beach that has now been implemented at other Broward County Fire Stations.

Monitor Broward County Emergency Operations Center with conference calls Every Monday, Wednesday, and Friday at 3 PM.

Monitor every Nursing Home, ALF and group homes making sure of compliance with best practices and state guidelines on COVID-19. Every home is called 3 times a week with questionnaires emailed to supervisors and returned to verify accountability.

Daily briefing with Broward Sheriff's Fire Rescue Command Staff

Daily briefing with Station officer and crews.

Contacted Broward County Health Department on Testing Site for City, also contacted them for guidance on masks for vulnerable.

Placed and received orders for Dania Beach essential employees.

Filmed video on how to properly wear a mask at Station 1 for distribution on social media and website.

Stay Safe at Home parades are being done for citizens who have requested them.

Received a Donation of hand sanitizer from a local vendor for City Use.

Finally while calls have been down, we have concentrated on training and recently conducted training at Dania Pointe Parking Garage with new recruit class.

Please Stay Safe

Respectfully Submitted,

Sergio Pellecer