

CITY OF DANIA BEACH CITY COMMISSION MEETING
JULY 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 the 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 meeting ID; to be recognized during public comment, click “Raise my hand” in the software
- Telephone attendee: dial meeting phone number and enter meeting 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 Virtual City Commission Meeting
July 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://meetings.ringcentral.com/j/1482479998>

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

+1(720)9027700 (US Central)
+1(773)2319226 (US North)
+1(469)4450100 (US South)
+1(470)8692200 (US East)
+1(623)4049000 (US West)

Enter the meeting ID: 148-247-9998

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.

City of Dania Beach, Florida Virtual City Commission Meetings Quasi-Judicial Proceedings

Any member of the public wishing to make verbal comment during a meeting must pre-register to do so with the City Clerk's office using the form found on the City's website. This pre-registration applies to the public, and extends to the applicant and applicant's team. Once the registration has been processed, the registrant will receive instructions for participating in the meeting. Members of the public who attend the 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. **If either the applicant or a member of the public seeks to introduce documents into the record, that must be done at least five (5) days prior to the virtual public meeting, so that the City can upload the information. The City Clerk shall provide the Mayor and City Commission with the submittals prior to the hearing. All documents should be sent to the following email addresses: tschneider@daniabeachfl.gov and clajoie@daniabeachfl.gov. In the "Subject" line of the email please address the email as "documents to be included for public hearing" and list the public hearing applicant name and property address.**

On the date and at the time of the Virtual meeting, the City Attorney shall read the title of the quasi-judicial public hearing item when the Agenda item is ready to be presented. The City Attorney shall ask the City Commission to disclose any prior "ex parte" communications with any party that occurred prior to the meeting. Thereafter, the City Attorney will virtually swear in all staff persons speaking about an application as well as the applicant, applicant's team, and any persons in the public who intend to appear by telephone, email, or "live" during the virtual feed of the video presentation during the virtual City Commission meeting. The City Attorney will ask staff and applicant (including applicant's team) to raise their right hands to be sworn in. The City Attorney will then administer an oath. The City Attorney will ask each person to confirm audibly for the record that each speaker took the oath (all persons will identify themselves by name).

Thereafter, City staff will provide a presentation of the staff report and the Department recommendations, if any. Any power point presentations or documents shown or produced during the hearing shall be treated as evidence which the City Commission may consider in determining whether or not to approve the application. The applicant will then be provided the opportunity to make a presentation. Legal counsel for the applicant may make a presentation or assist with the applicant's presentation. Then members of the public, during the public hearing portion of the agenda item hearing, may speak to the application and may cross-examine witnesses (including City staff, the applicant, and applicant's team). During the Public Comments/Public Hearing portion of the meeting the City Attorney will individually swear in public speakers, who will acknowledge having taken the oath, and state their names for the record. Video of the virtual meeting will be streamed on the City's website at www.daniabeachfl.gov, the City's YouTube channel, and Dania Beach Comcast Channel 78. Additionally, a dedicated telephone line will be available so that any individual may listen to the meeting via telephone and may participate during the public comments portion of the hearing. If public comments were received in advance, they will be acknowledged by the City Clerk by mention of the names of those who submitted comments.

Once the public hearing is closed the Mayor and City Commission shall deliberate on the public hearing quasi-judicial item. A virtual quorum shall be required to take action on the application. Roll call vote of the City Commission shall be required.

**AGENDA
DANIA BEACH CITY COMMISSION
VIRTUAL REGULAR MEETING
TUESDAY, JULY 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.

**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. (RESOLUTION #2020-032)

1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

1. Presentation on the reporting and tracking via an app of everything from a pot hole to a light out - Candido Sosa-Cruz, Assistant City Manager
2. Presentation on wellness barriers/thermometers by Frank DiPaolo, Director of Finance and Linda Gonzalez, Director of Human Resources
3. Presentation on bullet proof glass/metal detector by Frank DiPaolo, Director of Finance

and Linda Gonzalez, Director of Human Resources

4. Special Event request from Broward County, Environmental Planning & Community Resilience Division, for the 35th Annual Ocean Conservancy International Coastal Cleanup to be held on September 26, 2020, at the end of North Beach Road, from 9:00 a.m. - 12:00 p.m. The applicant is requesting a fee waiver and parking passes. *(Parks & Recreation)*

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 June 23, 2020 Virtual City Commission Meeting

2. Travel Requests: None
3. RESOLUTION NO. 2020-068

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN APPROPRIATION OF FUNDS RELATING TO BUILDING CODE SERVICES PERFORMED BY BROWARD COUNTY PERMITTING, LICENSING, AND CONSUMER PROTECTION DIVISION OF THE ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT UNTIL THE END OF THE FISCAL YEAR 2019-2020; INCREASING THE AMOUNT FROM EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$850,000.00) TO AN ESTIMATED AMOUNT OF ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$1,250,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

4. RESOLUTION NO. 2020-069

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN APPROPRIATION OF FUNDS RELATING TO

BUILDING CODE SERVICES PERFORMED BY C.A.P. GOVERNMENT INC. UNTIL THE END OF THE FISCAL YEAR 2019-2020; INCREASING THE AMOUNT FROM ONE MILLION DOLLARS (\$1,000,000.00) TO AN ESTIMATED AMOUNT OF ONE MILLION SIX HUNDRED THOUSAND DOLLARS (\$1,600,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

5. RESOLUTION NO. 2020-070

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ACCEPTING A CONVEYANCE OF UTILITY IMPROVEMENTS KNOWN AS “DANIA POINTE LIFT STATION NO. 2” BY MEANS OF A QUIT CLAIM DEED AND ABSOLUTE BILL OF SALE, FROM DANIA LIVE 1748, LLC, A DELAWARE LIMITED LIABILITY COMPANY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

6. RESOLUTION NO. 2020-071

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AND ACCEPT THE AGREEMENT FOR SELECTION OF THE CITY’S FULLY INSURED HEALTH PLAN COVERAGE PROCURED USING THE GEHRING GROUP AS BROKER OF RECORD FOR THE CITY OF DANIA BEACH WITH THE FLORIDA LEAGUE OF CITIES, FOR INSURANCE COVERAGES BEGINNING OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021, FOR ACTIVELY WORKING AND NON-MEDICARE ELIGIBLE RETIRED EMPLOYEES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Human Resources)*

7. RESOLUTION NO. 2020-072

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO AN AGREEMENT FOR ENGINEERING CONSULTING SERVICES FOR ENGINEERING DESIGN SERVICES, BIDDING SUPPORT, DESIGN SERVICES DURING CONSTRUCTION, AND PROJECT CERTIFICATION FOR THE SOUTHEAST DRAINAGE PROJECT – PHASE II TO WSP USA, INC. IN THE AMOUNT NOT TO EXCEED EIGHT HUNDRED EIGHTY THOUSAND FOUR HUNDRED SEVENTY ONE DOLLARS AND EIGHTY SEVEN CENTS (\$880,471.87); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

8. RESOLUTION NO. 2020-073

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION TO PROCEED WITH THE BID ADVERTISEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR PROJECTS FUNDED THROUGH THE HAZARD MITIGATION GRANT PROGRAM CITY HALL RETROFIT PROJECT (4337-203-R), POLICE GENERATOR PROJECT (4337-201-R), FIRE RESCUE STATION NO. 1 RETROFIT (4337-285-R), AND LIFT STATION MITIGATION PROJECT (4337-334-R); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

9. RESOLUTION NO. 2020-074

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN OCCUPANCY AGREEMENT BETWEEN THE CITY AND DANIA LIVE 1748 II, LLC, FOR A BROWARD SHERIFF’S OFFICE (“BSO”) SUBSTATION LOCATED AT DANIA POINTE SHOPPING CENTER PHASE II; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

10. RESOLUTION NO. 2020-075

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ACCEPTING UTILITY EASEMENTS ON BEHALF OF THE CITY FROM DANIA LIVE 1748, LLC, A DELAWARE LIMITED LIABILITY COMPANY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

11. RESOLUTION NO. 2020-076

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING PAYMENT FOR SERVICES PERFORMED BY METRO EXPRESS, INC., RESULTING FROM AN INCREASE IN SERVICE ACTIVITY IN THE CITY OVER THE PAST SIX MONTHS, BY AN ANNUAL AMOUNT NOT TO EXCEED FIFTY EIGHT THOUSAND NINE HUNDRED SEVENTY EIGHT DOLLARS AND SEVENTY FIVE CENTS (\$58,978.75); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

12. RESOLUTION NO. 2020-077

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT (“ILA”) WITH BROWARD COUNTY RELATING TO THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (“CARES”)

ACT, WITH DISTRIBUTION OF FUNDING BY BROWARD COUNTY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Manager)*

13. RESOLUTION NO. 2020-078

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH ASHBRIIT, INC., FOR EMERGENCY RESPONSE AND DEBRIS MANAGEMENT AND RECOVERY SERVICES UNDER THE COOPER CITY REQUEST FOR PROPOSAL (RFP) 2019-3-PW WHICH IS EFFECTIVE THROUGH AUGUST 29, 2024, IN AN AMOUNT THAT WILL EXCEED THE ANNUAL VENDOR THRESHOLD AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) EACH YEAR THE CONTRACT IS IN PLACE AND AUTHORIZING SUCH PURCHASES THAT ARE TO BE MADE WITHIN THE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

14. RESOLUTION NO. 2020-079

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE IMPOSITION OF FIRE RESCUE ASSESSMENTS AND THE PROVISION OF FIRE SERVICES, FACILITIES AND PROGRAMS WITHIN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING AUTHORITY; AFFIRMING THE PROVISIONS AND FINDINGS OF RESOLUTION NOS. 2017-084 AND 2017-105; PROVIDING PURPOSE, EFFECT AND DEFINITIONS; PROVIDING FOR PROVISION AND FUNDING OF FIRE SERVICES; PROVIDING FOR IMPOSITION AND COLLECTION OF SUCH ASSESSMENTS; PROVIDING LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; PROVIDING UPDATED ASSESSMENT CALCULATIONS; ESTABLISHING PRELIMINARY NOT-TO-EXCEED ASSESSMENT RATES FOR FIRE ASSESSMENTS TO PROVIDE FOR THE PROVISION OF FIRE SERVICES, FACILITIES AND PROGRAMS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF MAILED AND PUBLISHED NOTICE OF SUCH HEARING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

15. RESOLUTION NO. 2020-080

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE IN THE CITY OF DANIA BEACH, FLORIDA; ESTABLISHING THE NOT

TO EXCEED ASSESSMENT RATE FOR SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN BOUNDARIES OF THE CITY OF DANIA BEACH, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE OF SUCH HEARING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

16. RESOLUTION NO. 2020-081

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE PROVISION OF STORMWATER SERVICES, FACILITIES AND PROGRAMS WITHIN THE CITY OF DANIA BEACH, FLORIDA; ESTABLISHING THE NOT TO EXCEED ASSESSMENT RATE FOR STORMWATER ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020; DIRECTING THE PREPARATION OF RESPECTIVE ASSESSMENT ROLLS; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE OF SUCH HEARING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

17. RESOLUTION NO. 2020-082

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING THE PROPOSED MILLAGE RATE NECESSARY TO BE LEVIED FOR THE FISCAL YEAR 2020-2021 FOR OPERATING PURPOSES; ESTABLISHING THE DEBT MILLAGE APPROVED BY THE ELECTORATE; PROVIDING FOR A PUBLIC HEARING WHEN OBJECTIONS MAY BE HEARD AND QUESTIONS CONCERNING SAME WILL BE ANSWERED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

18. ORDINANCE NO. 2020-011

AN ORDINANCE OF THE CITY OF DANIA BEACH, FLORIDA AMENDING ARTICLE XIII, ENTITLED, “PROHIBITION OF DISTRIBUTION OF PLASTIC STRAWS”, TO EXPAND THE ARTICLE, TO ADD NEW PROVISIONS TO IT FOR REGULATION OF STYROFOAM AND SIMILAR PRODUCTS USED BY THE CITY AND THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY (“CRA”) RELATED TO PACKAGING OF FOODS AND BEVERAGES, WHICH ARTICLE APPEARS IN CHAPTER 17, ENTITLED “OFFENSES; MISCELLANEOUS”, OF THE CITY CODE OF ORDINANCES, SUCH NEW PROVISIONS TO INCLUDE ADDITIONAL DEFINITIONS IN CODE SECTION 17-134, AND TO CREATE A NEW SECTION 17-135, RELATING TO STYROFOAM AND SIMILAR PRODUCTS TO PROVIDE FOR THE PROHIBITION OF THE

SUPPLY AND USE OF STYROFOAM AND OTHER POLYSTYRENE AND POLYPROPYLENE FOOD AND BEVERAGE ARTICLES BY CITY AND CRA CONTRACTORS AND TEMPORARY VENDORS TO THE CITY AND CRA RELATED TO THE USE OF CITY FACILITIES AND PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Mayor Lewellen)*

8. BIDS AND REQUESTS FOR PROPOSALS

9. PUBLIC HEARINGS

1. ORDINANCE NO. 2020-010

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REPEALING ORDINANCE 293 DATED OCTOBER 30, 1952, RELATING TO THE RULES AND REGULATIONS FOR CITY OWNED CEMETERIES AND ORDINANCE 102 DATED AUGUST 24, 1976, RELATING TO AN OBSOLETE FEE SCHEDULE AS WELL AS RULES FOR INSTALLATION AND DISPLAY OF MARKERS FOR CEMETERIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(City Attorney)*

2. RESOLUTION NO. 2020-083 (NOT A PUBLIC HEARING)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, IN ITS CAPACITY AS THE BOARD OF TRUSTEES FOR THE MEMORIAL PARK AND WESTLAWN CEMETERIES TO AMEND THE CEMETERY RULES AND REGULATIONS; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

3. ORDINANCE NO. 2020-012

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 FOR A REZONING (RZ-018-20) AND FLEXIBILITY UNITS ALLOCATION (OT-017-20) FOR PROPERTIES GENERALLY LOCATED AT 2750 GRIFFIN ROAD 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 COMMERCIAL (C-2) AND SINGLE-FAMILY 8000 RESIDENTIAL DISTRICT (RD-8000) 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)*

4. RESOLUTION NO. 2020-084

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY SHENANIGANS EAST SIDE, LLC, OWNER OF SHENANIGANS RESTAURANT LOCATED AT 1300 – 1302 SOUTH FEDERAL HIGHWAY, DANIA BEACH, FLORIDA, FOR AN EXTENDED HOURS LICENSE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

5. RESOLUTION NO. 2020-085

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE PLAT APPLICATION (PL-026-20) SUBMITTED BY PULICE LAND SURVEYORS, ON BEHALF OF AMOPT, LLC FOR PROPERTY LOCATED AT 922 S. FEDERAL HIGHWAY, IN THE CITY OF DANIA BEACH, FLORIDA, THE LEGAL DESCRIPTION IS CONTAINED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

10. DISCUSSION AND POSSIBLE ACTION

1. Citywide WiFi - Mayor Lewellen
2. Dania Beach Merchandise - Vice-Mayor Odman

11. COMMISSION COMMENTS

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

12. APPOINTMENTS

1. Complete Count Advisory Committee
Vice-Mayor Odman - 1 appointment
Commissioner Brandimarte - 2 appointments
Commissioner Harris - 1 appointment

2. Creative Arts Council Advisory Board
Commissioner Harris - 1 appointment
3. General Employees Pension Board
1 Commission Appointment for a term beginning June 22, 2020 and ending June 22, 2022
4. Green Advisory Board
Vice-Mayor Odman - 1 appointment
5. 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, August 25, 2020 - 5:30 p.m.
Tuesday, August 25, 2020 - 7:00 p.m.

CRA Board Meeting
City Commission Meeting

14. ADJOURNMENT



CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: July 10, 2020

TO: Honorable Mayor and Commissioners

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

VIA: Frank DiPaolo, Finance Director
Linda Gonzalez, Human Resources and Risk Management Director *LG*

RE: Purchase acrylic wellness barriers for City employee workspace protection to help prevent the spread of Covid-19

Request

As we continue on a proactive path to protect our employees and all those that visit our City facilities and mitigate the spread of the Coronavirus, the City Administration is recommending the purchase of physical barriers and thermometers. The City Administration requests approval to purchase acrylic wellness barriers from Testa & Son Signs, and temper-sure cameras* and protective door for Code Compliance, from Prestige Maintenance & Contracting Inc.

Background

The City Administration continues to take pro-active steps during the pandemic to explore multiple options to provide the safest work environment possible for employees to help prevent the spread of COVID-19. The City Administration already instituted a mandatory mask requirement, social distancing, temperature checks, return to work and COVID-19 testing procedures, environmental cleaning and sanitizing, COVID-19 education for employees, personal protective equipment, on-site testing and signage throughout City facilities.

Maintaining a safe physical distance is a CDC recommendation and the City Administration will make every effort to ensure employees are sitting no less than six (6) feet apart. However, as another added measure of safety and protection, the use of transparent physical barriers is broadly recommended by the World Health Organization, (WHO), the CDC and other agencies. The use of partitions has already been widely used in healthcare and food setting services for decades. Partitions are proposed to serve four broad functions: 1) intercepting the respiratory droplets that are thought to transmit the virus, 2) re-enforcing physical distancing requirements,

3) giving an additional protection to wearing masks and 4) helping employees feel safe in their work environment. Physical barriers must still be used in conjunction with other critical infection prevention and control measures, including environmental cleaning, hand hygiene, respiratory etiquette, and masking. Additionally, the barriers themselves should be cleaned daily with a disinfectant.

The temper-sure cameras for City Hall and Public Services will instantly detect body temperature of an individual entering the premises. The camera also monitors for the wearing of a facemask. With this camera system, the employee or visitor is scanned and the system immediately approves or denies entry. There is no direct contact needed for the camera system, and therefore it is a much safer alternative for security and supervisors who have to monitor visitors and employees temperatures.

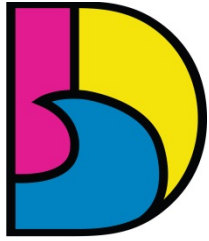
As we look toward a future reopening of City facilities, the City Administration must ensure appropriate workplace protection equipment is in place, in order to prevent the spread of Covid-19. The City Administration obtained proposals from both Prestige Maintenance & Contracting Inc. (Prestige) and Testa @ Sons Signs to fabricate, deliver, and install acrylic wellness barriers throughout City facilities, including City Hall, Commission Chambers, Public Services and Parks. Prestige is a licensed certified general contractor (CGC) with the State of Florida and has been operating as a general contractor for twelve (12) years in the State of Florida. Additionally, Prestige has been a CGC and Emergency Service Provider for Nova Southeastern University for twelve (12) years and with University of Miami for three (3) years, as well as providing wellness barriers for the Broward County Property Appraiser's Office. Prestige is an emergency service provider for numerous facilities including Town of Davie, Monroe County, Aetna Health Insurance and Broadspire, etc.

Testa & Sons Signs, is a family owned and operated sign company and has been doing business in Hollywood, Florida since 1969. They are a fully licensed sign manufacturer that provides the design and installation on a variety of indoor and outdoor signs. Testa & Sons has done work with the City of Hollywood Police and Utility Departments and South Broward Drainage.

Budgetary Impact

The total cost to fabricate, deliver, and install the protective barriers based on the lowest bid is \$13,786.** The door for Code Compliance and temper-sure cameras is \$10,806.05. Funding is requested from the emergency disaster reserve account (001-00-00-389-90-16) and will be appropriated to the following accounts:

Acrylic barriers – Human Resources R&M (001-13-01-513-46-10)	\$13,786
Cameras – Human Resources Misc. Supplies (001-13-01-513-52-20)	\$ 5,905.50
Secure Door Fabrication – Code Compliance R&M (001-15-03-529-46-10)	\$ 4,901.05



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

We have verified that the wellness barriers and thermometer device are all reimbursable items from the hundred (100) million the County will distribute to the thirty-one (31) municipalities per the Cares Act funding.

*The City Administration continues to explore the cost of the cameras, and should the City Administration find a comparable camera at a lower price, another vendor may be considered

** Included in this cost are wellness barriers for the Commission Chambers at \$1,608, should the Commission choose to proceed with this installation

Recommendation

In order to continue to mitigate the transmission of the virus that causes COVID-19, the City Administration recommends the approval to purchase acrylic wellness barriers, a protective door for Code Compliance and two (2) temper-sure cameras.











HI THERE, SUNSHINE

ALL-NEW ICEE COCONUTMILK DRINKS
SWEET, CREAMY AND DELICIOUSLY UNEXPECTED

Hi There, Sunshine Iced Coconutmilk Drink
TASTE: 1.50

FRAPPUCCINO®

NEW DRINKS

Mocha Cookie Crumble	5.00 - 6.00
Carrot Cake	5.00 - 6.00
Vanilla Chai	5.00 - 6.00
Vanilla Bean Caramel	5.00 - 6.00
Caramel	5.00 - 6.00
Matcha Latte	5.00 - 6.00
Vanilla Sweet Cream Caramel	5.00 - 6.00

TEAVANA® TEA & STARBUCKS® REFRESHERS®

NEW DRINKS

Mango Dragonfruit Lemonade	5.00 - 6.00
Apricot Lemonade	5.00 - 6.00
Blackberry Acai Lemonade	5.00 - 6.00
Pink Lemonade	5.00 - 6.00
Very Berry Lemonade	5.00 - 6.00
Hot Matcha Green Tea Latte	5.00 - 6.00
Hot Peach Caramel Tea Lemonade	5.00 - 6.00
Hot Vanilla Tea Latte	5.00 - 6.00

ESPRESSO & COFFEE

TRY YOUR BEVERAGE WITH STARBUCKS® BLOOM® ESPRESSO

Hot White Chocolate Mocha	5.00 - 6.00
Hot Caramel Chai Macchiato	5.00 - 6.00
Hot Caramel Chai Macchiato	5.00 - 6.00
Cold Brew with Salted Honey Cold Foam	5.00 - 6.00
Vanilla Sweet Cream Cold Brew	5.00 - 6.00
Matcha Cold Brew	5.00 - 6.00
Caffè Macchiato	5.00 - 6.00
Vanilla Sweet Cream Hot White Chocolate Macchiato	5.00 - 6.00
Hot White	5.00 - 6.00
Caffè Latte	5.00 - 6.00
Cappuccino	5.00 - 6.00
Caffè Americano	5.00 - 6.00
Proklyd Brewed Coffee	5.00 - 6.00

NEW ESPRESSO

Starbucks® Espresso
Starbucks® Espresso
Starbucks® Espresso

NEW FLAVOR

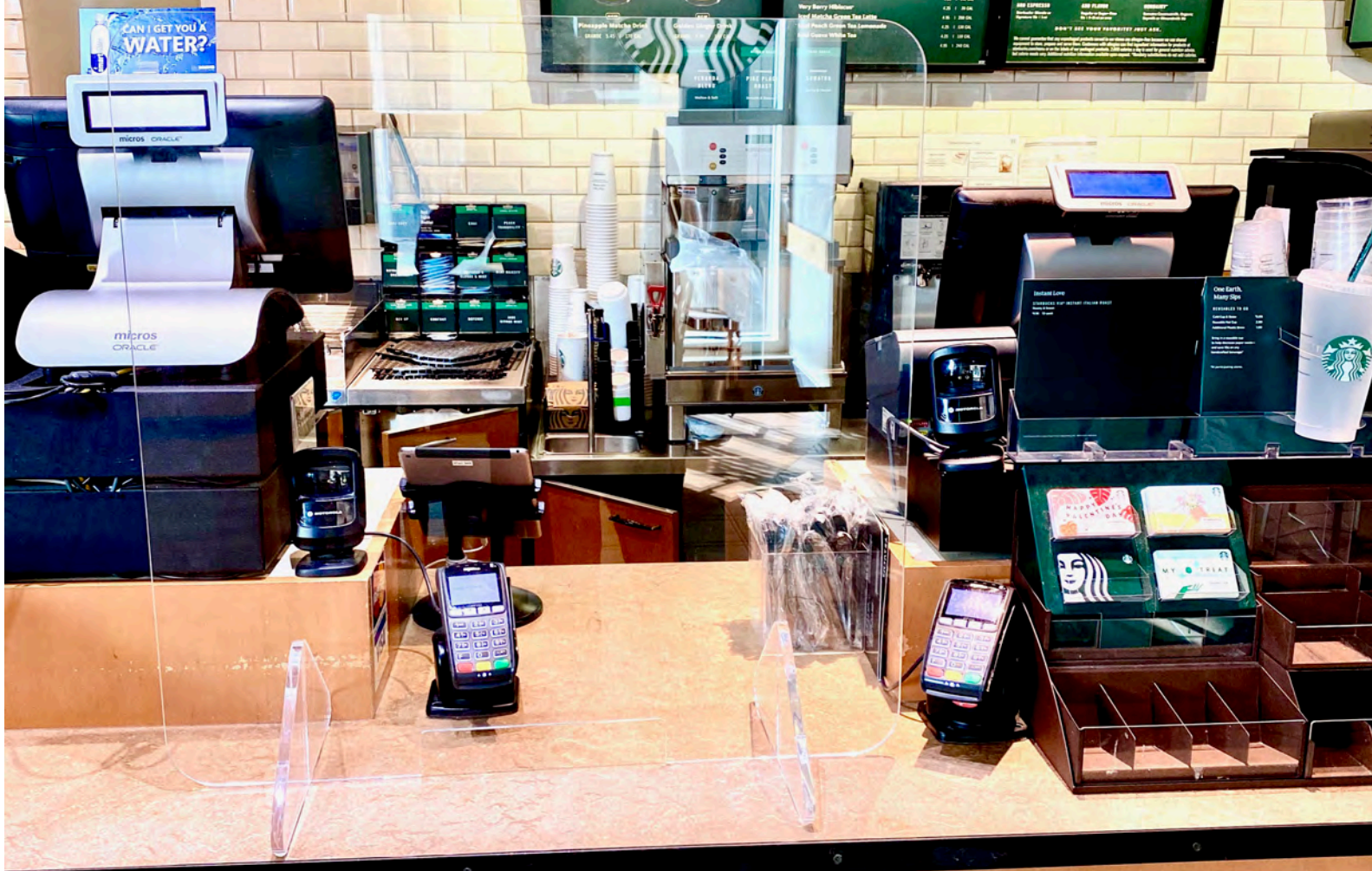
Starbucks® Espresso
Starbucks® Espresso
Starbucks® Espresso

NEW BLEND

Starbucks® Espresso
Starbucks® Espresso
Starbucks® Espresso

DON'T SEE YOUR FAVORITE JUST ASK.

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PRESTIGE

Estimate No: 1490
Date: 06/03/2020
For: Linda Gonzalez
lgonzalez@daniabeachfl.gov
100 W Dania Beach Blvd
Dania Beach, FL, 33004

Estimate

4313 sw 64 th Ave Davie Fla 33314
305-297-6533 or 954-253-6322
pcarrabba@gmail.com
pmcinc.cody@gmail.com

Ship To: 100 W Dania Beach Blvd
Dania Beach, FL, 33004

Tracking No
Ship Via
FOB

Description	Quantity	Rate	Amount
COMMISSION CHAMBER:	1	\$2,660.00	\$2,660.00*
CUSTOM FABRICATE 1/4" THICK ACRYLIC BARRIERS SEVEN (7) 28" X 36"			
OPTION FOR BLACK ACRYLIC: ADD 10% TO TOTAL OF QUOTE			
BUILDING/CODE AND COMMUNITY DEVELOPMENT:	1	\$5,315.08	\$5,315.08*
CUSTOM FABRICATE 1/4" THICK ACRYLIC BARRIERS ONE (1) 18" X 30" FOUR (4) 30" X 30" TWO (2) 20" X 30" ONE (1) 42" X 7" ONE (1) 24" X 30" ONE (1) 60" X 72" DANIA POINT TRAILER: FOUR (4) 30X30 THREE (3) 30X59			
OPTION FOR BLACK ACRYLIC: ADD 10% TO TOTAL OF QUOTE			

Description	Quantity	Rate	Amount
SECURITY RECEPTION:	2	\$150.00	\$300.00*
CUSTOM FABRICATE 1/4" THICK ACRYLIC BARRIER 30"X30"			
OPTION FOR BLACK ACRYLIC: ADD 10% TO TOTAL OF QUOTE			
PUBLIC SERVICES:	1	\$5,253.50	\$5,253.50*
CUSTOM FABRICATE 1/4" THICK ACRYLIC BARRIERS			
TWO (2) 71" X 29"			
TWO (2) LONG CURVED DESKS			
ONE (1) 22" X 30"			
ONE (1) 59" X 29"			
OPTION FOR BLACK ACRYLIC: ADD 10% TO TOTAL OF QUOTE			
FINANCE DEPARTMENT:	1	\$3,495.00	\$3,495.00*
CUSTOM FABRICATE 1/4" THICK ACRYLIC BARRIERS			
FOUR (4) 59" X 23"			
ONE (1) 36" X 29"			
ONE (1) 71 1/2" X 29"			
OPTION FOR BLACK ACRYLIC: ADD 10% TO TOTAL OF QUOTE			
PARK RECREATION:	2	\$150.00	\$300.00*
CUSTOM FABRICATE 1/4" THICK ACRYLIC BARRIER 30"X30" WITH FEET			
OPTION FOR BLACK ACRYLIC: ADD 10% TO TOTAL OF QUOTE			
IT PARKER CENTRE:	9	\$150.00	\$1,350.00*
CUSTOM FABRICATE 1/4" THICK ACRYLIC BARRIER 30"X30" WITH FEET			
OPTION FOR BLACK ACRYLIC: ADD 10% TO TOTAL OF QUOTE			
PJ PARK:	1	\$622.50	\$622.50*
THREE (3) 30X30			
ONE (1) 30X36			
OPTION FOR BLACK ACRYLIC: ADD 10% TO TOTAL OF QUOTE			
DELIVERY FEE	1	\$125.00	\$125.00*
BARRIERS WILL BE RECEIVED WITHIN 14 DAYS OF RECEIVING SIGNED APPROVAL.			
TEMPER-SURE THERMAL CAMERA	2	\$2,649.00	\$5,298.00*
TEMPER-SURE FLOOR STAND	2	\$303.75	\$607.50*
TEMPER-SURE THERMAL CAMERA TERMS AND CONDITIONS:			
ALL SALES ARE FINAL WITH A 1 YEAR MANUFACTURER WARRANTY INCLUDED			

Description	Quantity	Rate	Amount
CODE COMPLIANCE DOOR INSTALLATION:	1	\$4,901.05	\$4,901.05*
SAFE OFF AND PROTECTION OF AREA			
DEMOLITION AND BUILD HEADER FOR DOOR INSTALLATION			
ALUMINUM: TRULITE 4500 SERIES, INTERIOR STOREFRONT, 1 ¾" X 4 ½", CENTER GLAZED. CLEAR ANODIZED FINISH.			
DOOR: TRULITE NARROW STILE DOOR, (1) 3'-0" X 8'-0" NARROW STILE NON-TRANSOM, OVERHEAD EXPOSED CLOSER, STANDARD HARDWARE AND PUSH/PULLS. CLEAR ANODIZED FINISH.			
GLASS: ¼" CLEAR TEMPERED GLASS			
PERIMETER CAULKING, SECONDARY BEAD OF CAULKING AFTER STUCCO, PATCHING AND PAINTING AFTER DOOR INSTALLATION			
EXCLUDES: AFTER HOURS WORK.			
		Parts Subtotal	\$30,227.63

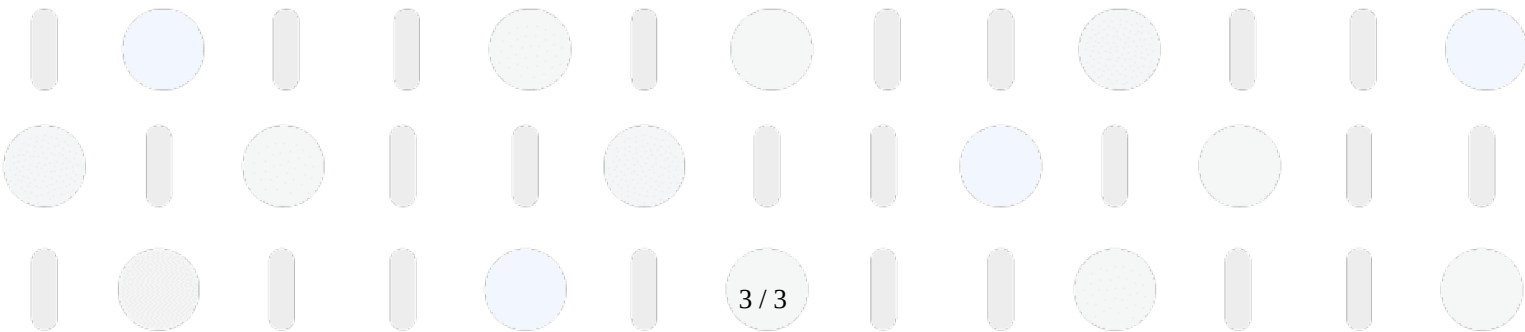
*Indicates non-taxable item

Subtotal	\$30,227.63
Shipping	\$0.00
Total	\$30,227.63

Total	\$30,227.63
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Notes

Any alteration or deviation of the above said mentioned scope must been in writing prior to commencement of work .This proposal does not include any unforeseen conditions and additional charges may apply



Project Name: Dania Beach City Hall

6/1/2020 8:13 AM

Frame Set Name: Frame Set 1

Frame Name: Frame 1

Panels: 2

Rows: 1

Metal Group: PA - 4500 SS/OG INTERIOR

D/S: 1

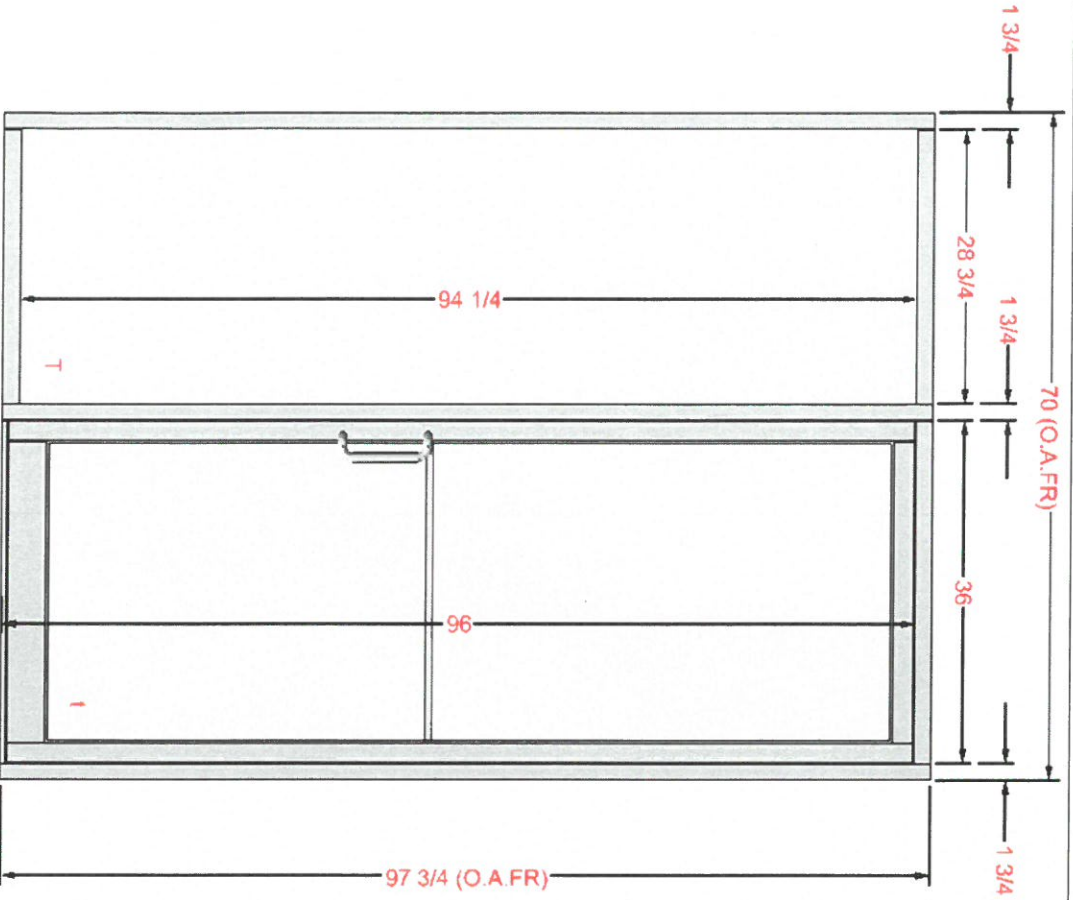
Frame Type: Standard

Frame Width: 70

Frame Height: 97 3/4

Required: 1 Back Member Color: CLEAR

Face Member Color: CLEAR













5621 JOHNSON ST.
HOLLYWOOD, FL. 33021
(954) 962-5840 FAX (954) 985-0241

DATE	ESTIMATE NO.
7/7/2020	20052

TO:
CITY OF DANIA BEACH 100 W. DANIA BEACH BLVD. DANIA BEACH, FL. 33004 ATTN: TOM SCHNEIDER

QTY	DESCRIPTION	COST	TOTAL
6	CITY HALL CHAMBERS 24"x40"x3/16" Free Standing Acrylic Guards Notched w/ (3) Supports	268.00	1,608.00
1	CITY HALL SECURITY DESK 30"x40"x3/16" Counter Top Acrylic w/ (2) Supports (Closable Hole for Temp. Readings)	296.00	296.00
1	CODE ENFORCEMENT 60"x30"x1/4" Free Standing Acrylic w/ (2) SUPPORTS.	344.00	344.00
1	FINANCE DEPARTMENT 36"x101"x3/16" Desk Top Acrylic In (3) Sections w/ Mounting Hardware	460.00	460.00
5	36"x84"x3/16" Desk Top Acrylic In (3) Sections w/ Mounting Hardware	372.00	1,860.00
1	36"x33"x3/16" Desk Top Acrylic In (3) Sections w/ Mounting Hardware	192.00	192.00
2	30"x28"x3/16" Notched Acrylic w/ Hardware (Between Cashiers)	208.00	416.00
4	BUILDING DIVISION 24"x36"x3/16" Free Standing Desk Top Acrylic Guard w/ (2) Supports (Between Desks)	214.00	856.00
2	SPECIAL PERMITTING OFFICE 24"x36"x3/16" Free Standing Desk Top Acrylic w/ (2) Supports (Between Desks)	214.00	428.00
2	32"x34"x3/16" Desk Top Acrylic In (3) Sections with Mounting Hardware	224.00	448.00
1	FROST PARK 36"x44"x3/16" Counter Top Acrylic w/ (2) Supports (Notched for Paper)	288.00	288.00
1	C W THOMAS PARK 36"x44"x3/16" Counter Top Acrylic with (2) Supports (Notched for Paper)	288.00	288.00

Estimate Submitted by Dave Testa	TOTAL
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Signature

5621 JOHNSON ST.
HOLLYWOOD, FL. 33021
(954) 962-5840 FAX (954) 985-0241

Estimate

DATE	ESTIMATE NO.
7/7/2020	20052

TO:
CITY OF DANIA BEACH 100 W. DANIA BEACH BLVD. DANIA BEACH, FL. 33004 ATTN: TOM SCHNEIDER

QTY	DESCRIPTION	COST	TOTAL
	I.T. PARKER COMMUNITY CENTER		
2	40"x66"x3/16" Free Standing Table Top Acrylic w/ (3) Supports (Notched for Paper)	404.00	808.00
1	24"x72"x3/16" Free Standing Counter Top Acrylic w/ (3) Supports (Notched for Food)	341.00	341.00
1	24"x48"x3/16" Free Standing Counter Top Acrylic w/ (2) Supports (Notched for Food)	259.00	259.00
1	30"x72"x3/16" Free Standing Counter Top Acrylic w/ (2) Supports (Notched for Food)	409.00	409.00
	P.J. MELI PARK		
1	24"x112"x3/16" Counter Top Acrylic In (4) Sections with Mounting Hardware	390.00	390.00
1	36"x64"x3/16" Free Standing Counter Top Acrylic w/ (2) Supports (Notched for Food)	369.00	369.00
	S.W. COMMUNITY CENTER - RECREATION		
2	24"x66"x3/16" Free Standing Counter Top Acrylic w/ (2) Supports (Notched for Paper)	469.00	938.00
1	36"x34"x3/16" Free Standing Counter Top Acrylic w/ (2) Supports (Notched for Food)	254.00	254.00
	PUBLIC WORKS		
1	32"x108"x3/16" Desk Top Acrylic In (4) Sections w/ Mounting Hardware	590.00	590.00
1	32"x39"x3/16" Desk Top Acrylic In (3) Sections w/ Mounting Hardware	239.00	239.00
1	32"x30"x3/16" Desk Top Acrylic In (2) Sections w/ Mounting Hardware	193.00	193.00
1	32"x89"x3/16" Desk Top Acrylic In (3) Sections w/ Mounting Hardware	434.00	434.00
1	32"x49"x3/16" Desk Top Acrylic In (3) Sections w/ Mounting Hardware	254.00	254.00
	COMMUNITY DEVELOPMENT TRAILER		
4	24"X48"X3/16" Frosted Acrylic Shield Utilizing Existing Hardware.	206.00	824.00
	NOTE: ALL PRICES INCLUDE DELIVERY AND INSTALLATION		

Estimate Submitted by Dave Testa	TOTAL \$13,786.00
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The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.
Payment will be made as outlined above.

Signature _____



CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: July 10, 2020

TO: Honorable Mayor and Commissioners

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

VIA: Linda Gonzalez, Human Resources and Risk Management Director *LG*

RE: Purchase bulletproof glass for the City Commission Chambers

Request

During the June 23, 2020 Commission Meeting discussion of acrylic barriers for COVID-19 protection, the City Administration was asked to research pricing information to install bulletproof glass in the Commission Chambers. Additionally, and in an effort to provide other options, and to protect as many people as possible in the event of an active shooter, the City Administration worked with BSO to obtain pricing information for metal detectors.

Background

During the discussion of acrylic barriers during the June 23 Commission meeting, the subject of bulletproof glass from the Commission Chambers was raised. After speaking with Chief Marks, he stated that In January 2018, the Broward Sheriff's Office (BSO) had conducted a Security Survey for City Hall. Among the many recommendations were to: a) install a ballistic barrier in front of each council member, b) purchase ballistic material/panels, for the front of the dais and c) provide additional security from ex-employees entering the building.

The City obtained two (2) quotes to install bulletproof glass and BSO obtained three (3) quotes for a metal detector for the consideration of the Mayor and Commission. The request for bulletproof glass includes glass above the counter top, protection below the countertop and bulletproof doors on both sides of the chamber.

The pricing for the metal detectors is much less expensive than the bulletproof glass. Additionally, the metal detector is moveable and be used for special events, if needed or other public meetings and therefore can provide a wide range of uses.

There are other pros and cons of the both the bulletproof glass and metal detector that Chief Marks is prepared to review during our discussion.

The Legal Department advised that pursuant to Florida Statutes Chapter 790, that although handguns are permitted into City Hall; handguns, concealed weapons or firearms are not permitted into “any meeting of the governing body of a county, public school district, municipality, or special district.” Therefore, should the Commission wish to purchase a metal detector, the screening would be for entry into any meeting held by the Commission and not City Hall in general. The metal detector may require the City to hire an additional security guard at meetings to screen individuals entering the meeting, check for weapons, etc. If a weapon is detected by security, BSO will be summoned to the metal detector area to handle the situation.

It is also suggested the City post signs at the entrance to City Hall, outside and prior to walking through the metal detector stating, “Firearms and weapons are not permitted in the Commission Chamber pursuant to Florida Statutes 790.06.”

The proposals for the bulletproof glass are as follows:

Prestige Maintenance	\$49,170
Giant Glass and Mirror	\$75,000
Ballistic Glass	\$56,074

The proposals for the metal detectors are as follows:

Protective Technologies International	\$3,997.12
Adorama	\$3,799.00
Galls	\$4,670.75

Should the Commission wish to proceed with the purchase of a metal detector or bulletproof glass, it is suggested the City issue a Request for Proposal.

Budgetary Impact

Based on the quotes received, the average cost for the bulletproof glass is approximately \$60,081.00 and the average quote for the metal detector is \$4,155.00. Funding would come from the General Fund Unassigned Fund Balance (001-271-00-00).

Recommendation

Should the commission wish to proceed with the purchase of bulletproof glass or a metal detector, or both, the City will issue a Request for Proposals, (RFP). The City Administration recommends the Mayor and Commission consider the metal detector option to protect as many people as possible and for cost consideration.



Sheriff Scott Israel

FOR OFFICIAL USE ONLY- LAW ENFORCEMENT SENSITIVE



**SECURITY SURVEY
CITY HALL
100 WEST DANIA BEACH BOULEVARD
CITY OF DANIA BEACH**



January 30, 2018

ALL INFORMATION CONTAINED IN THIS REPORT IS CONFIDENTIAL PURSUANT TO APPLICABLE FEDERAL, STATE, AND LOCAL STATUTES. THIS ASSESSMENT SHOULD BE MAINTAINED AS **LAW ENFORCEMENT SENSITIVE**.

**COMPLETED: BY DETECTIVE ERIC HOFF (CRIME PREVENTION UNIT)
BROWARD SHERIFF'S OFFICE/DANIA BEACH DISTRICT**

INTERIOR SECURITY ASSEMENT/SURVEY

INTERIOR SECURITY ASSEMENT/SURVEY

FOR OFFICIAL USE ONLY – LAW ENFORCEMENT SENSITIVE

Security Assessment/Survey: The purpose of this survey is to provide security observations. This report is only advisory and is not intended to identify all security weaknesses or to warrant the adequacy of all present and future security measures or not recommended.

Report Dates is as follows: January 22- January 30, 2018

FOR OFFICIAL USE ONLY – LAW ENFORCEMENT SENSITIVE

OBSERVATIONS: Too many entry points: seven (7) solid metal single doors, one (1) glass single door, two (2) double glass doors.



RECOMMENDATIONS: Eliminate some points of entry encourage employees into wearing a logo shirt/identification tags and eliminate the use of keys. Employ an access control system.



FOR OFFICIAL USE ONLY – LAW ENFORCEMENT SENSITIVE

Using keys for access to your facilities, be it access at the front door or access to certain areas, simply isn't good enough when it comes to security. If a careless employee loses his/her key, all of a sudden you're faced with a tough decision: change your locks and issue new keys to all employees (which could be expensive), or run the risk of someone with bad intentions finding your key.

The Access Control System can be broken down into three core elements.

1. Identification
2. Authentication
3. Authorization

- **Identification:** The main aim of an access control system is to protect your building from unauthorized access, and control the movement of people within. For this reason, the system must enable you to determine the identity of any individual entering the building or accessing any of the secure areas within the building.
- **Authentication:** It is imperative that his/her identity is authenticated to ensure that only the right persons are granted access into the building. You can achieve authentication using a variety of methods including passwords, encryption keys, smartcards, and fingerprints.
- **Authorization:** With successful authentication, building access control systems are able to grant individuals, access to the building or other restricted areas, based on the set criteria.

How You Can Benefit from Building Access Control System

1. Intrusion Detection and Prevention

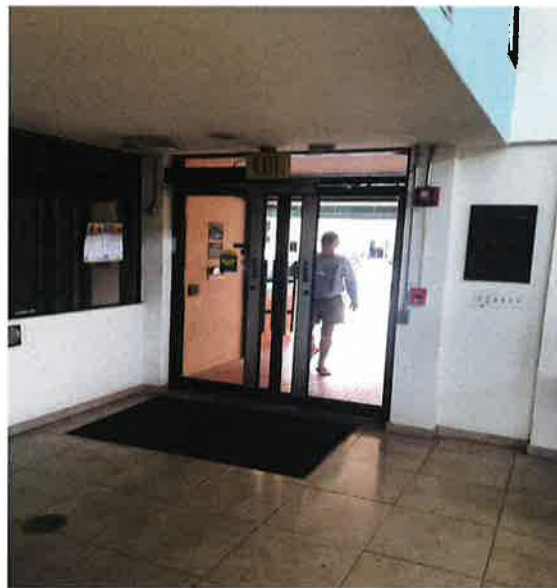
Building access control system is a conspicuous feature in high security facilities that need to keep out intruders. Intrusion comes in many forms including employees or visitors, who are intentionally trying to gain unauthorized access to restricted areas, or impostors trying to infiltrate City Hall.

FOR OFFICIAL USE ONLY – LAW ENFORCEMENT SENSITIVE

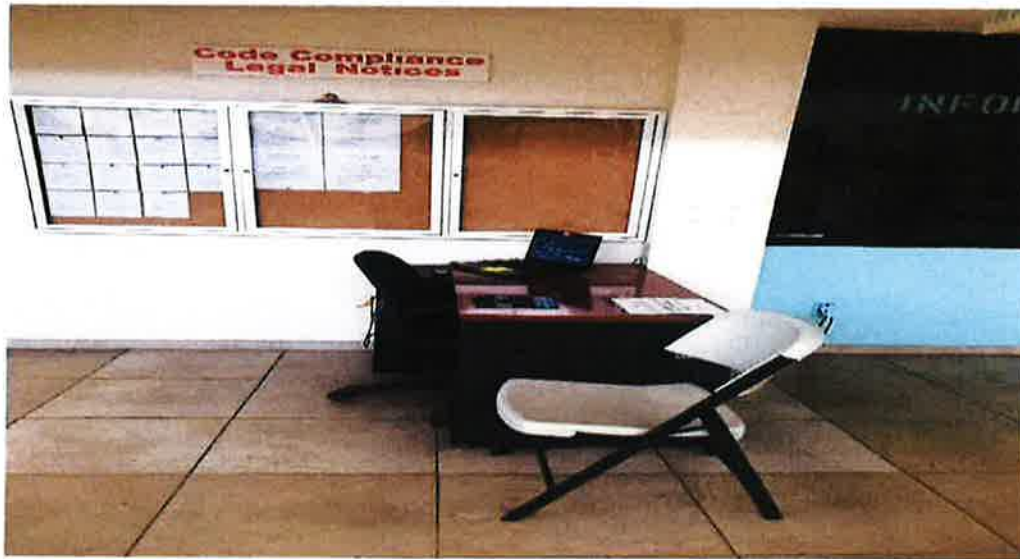
2. Deterrence of Criminal Activity

Building access control systems are essential in as far as dealing with crime is concerned. As a building owner, you are faced with security challenges including burglary, vandalism, and arson that can be prevented using appropriate access control systems. For instance, the use of CCTV surveillance cameras is a proactive way of preventing incidences of crime.

OBSERVATION: Lack of adequate video surveillance cameras outside/inside the front entrance of the building. No constant show of security presence or security measures at the front entrance of the building.



FOR OFFICIAL USE ONLY- LAW ENFORCEMENT SENSITIVE



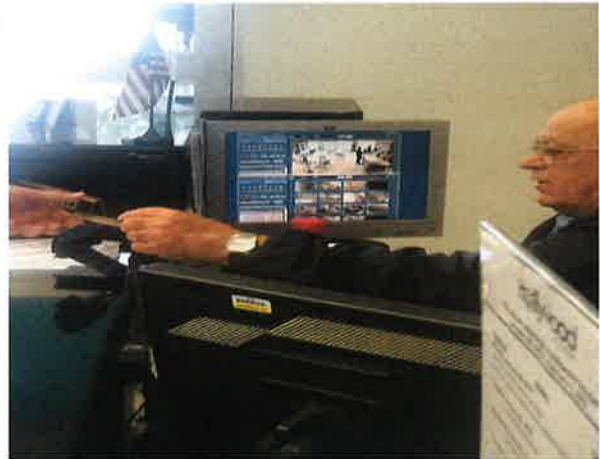
RECOMMENDATIONS: employ Closed Circuit Television (CCTV) Camera Systems:

Video surveillance is necessary in high interest security areas to give you a recorded visual of people movements. Surveillance cameras offer high re-solution image capture capabilities that can be used with specialized software for facial recognition, and other high security monitoring and access control functions.



Hire additional security to watch over the premises. Create a reception area for visitors, with video monitors. From a security perspective this allows for close inspection of credentials, identification and funnels security information through a single point.

FOR OFFICIAL USE ONLY – LAW ENFORCEMENT SENSITIVE



Purchase equipment such as turnstiles, metal detectors, and x-ray machines. Have all visitors receive an identification stickers stating where they are going throughout the building. Purchase ballistic proof glass for the offices located in the lobby area if applicable.

FOR OFFICIAL USE ONLY- LAW ENFORCEMENT SENSITIVE



Restrict access of both inside/outside of the building by employing keys less entry, also providing additional security from ex-employees entering into the building.



OBERVATION: The conference room does not have an active video surveillance system, there are several cameras in the conference room but they are used for network broadcasting. The dais of the conference room does not provided any safety features to protect the members on the panel from in an event of an active shooter. There is one exit point from the dais that is located in the southeast corner of the conference room that allows the members to exit the room with a combination code on the door. In an event of an active shooter, and some form of panic should occur this might be a major issues.

FOR OFFICIAL USE ONLY- LAW ENFORCEMENT SENSITIVE



RECOMMENDATION: Strategically employ Closed Circuit Television (CCTV) Camera Systems. Hire additional armed security/law enforcement officers when holding large meetings and remove the combination lock from the door and employ a keycard access system.



Figure 1



Figure 2



FOR OFFICIAL USE ONLY- LAW ENFORCEMENT SENSITIVE

- Purchase ballistic material/panels, for the front of the dais and install wireless panic buttons near the councilmember seats.



FOR OFFICIAL USE ONLY- LAW ENFORCEMENT SENSITIVE

- Install a ballistic barrier in front of each councilmember being careful not to make the members seem alienate from the public/audience.



- Hire additional armed security/law enforcement officers when holding large meetings and remove the combination lock from the door located in the southeast corner of the dais and employ a keycard access system.



EXTERIOR CPTED/SECURITY SURVEY

EXTERIOR CPTED/SECURITY SURVEY

ADVISORY NOTIFICATION

Disclaimer: The purpose of this Vulnerability Assessment is to provide security observations and recommendations from a Crime Prevention Through Environmental Design standpoint. This report is not intended to identify all security weaknesses, or warrant the adequacy of all present and future security measures whether or not recommended.

Information contained in this report is CONFIDENTIAL pursuant to Florida State Statute FSS 119.071 (3) this document is confidential and exempt from disclosure of Public Record.

OBJECTIVES

1. Promote "CPTED" Crime Prevention Through Environmental Design and Security Strengthening Standards
2. Analyze existing site conditions and provide targeted recommendations in an effort to help transform it into a safer and more secure site for all users.
3. Establish sustainable operational and maintenance plans to foster a "CPTED" and Security operations.
4. Help to reduce potential liabilities that may arise due to existing safety and security site conditions.

TYPES OF CRIME

1. Reported Crimes
2. Unreported Crimes
3. Unacknowledged – shrinkage
4. Undetected

CPTED IS BASED ON THESE KEY OVERLAPPING CONCEPTS IN NO PARTICULAR ORDER

1. **Natural Surveillance:** The placement of physical features, activities and people in a way that maximizes visibility. Such areas can be created by, designing landscapes that allow clear and unobstructed views of the surrounding areas. Natural Surveillance increase the threat of apprehension by take steps to increase the perception that people can be seen. Some key principles of Natural Surveillance is recommending that trees should not have branches hanging lower than six (6) feet, bushes or plants should not be higher than approximately two (2) feet.
2. **Territorial Behavior:** Refers to people's sense of ownership. In CPTED it refers to development of areas or places where the users feel a strong sense of ownership.

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Territorial reinforcement is the use of physical attributes that express ownership such as fencing, pavement treatment, signage, and landscaping.

3. **Natural Access Control:** Guides people entering and leaving a site/area by the strategic placement of entrances, exits fences, landscaping, and lighting. Access control can also decrease opportunities for criminal activity by denying criminals access to potential targets.
4. **Maintenance:** Allow for the continued use of space for its intended purpose. Serves as an additional expression of ownership. Prevents reduction of visibility from landscaping overgrowth and obstructed or inoperative lighting.

Broken Window Theory

The presence of a broken window will entice vandals to break more windows in the vicinity – vandalism/graffiti encourages more vandalism/graffiti. A well maintained facility creates a sense of ownership. Poorly kept properties are normally breeding grounds for criminal activity.

SECURITY STRATEGIES

1. **Organized-** Security officers
2. **Mechanical-** Alarms, surveillance cameras, fences
3. **Natural-** location of window and work stations

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Report Dates – January 17, 2018- (Daytime) January 18' 2018 (Nighttime)

- **Site Conditions: Well maintained**

The existing environmental, maintenance and physical safety and security design and operation policy can be improved following implementation of the CPTED and Security Strengthening measures recommended in this report.

I was informed by the staff that the facility does not have a security alarm system, or a functioning digital surveillance system capable of effectively monitoring or recording images. It should be noted security devices are an effective crime deterrent and an investigative tool.

- **Natural and Electronic Surveillance**

OBSERVATIONS: "CPTED and Security Strengthening"

Existing landscaping and lighting standards potentially create numerous concealment and ambush points for loiters, and prowlers and more serious criminals both in daylight and in darkness since they do not meet CPTED standards.

Existing landscaping and lighting standards allow obstruction of Natural and Electronic Surveillance opportunities.

- **Natural and Electronic Surveillance**

RECOMMENDATIONS:

Apply uniform **CPTED standard Lighting and Landscaping**. Install LED, motion sensor security lighting and surveillance cameras. Lighting should also be uniform, cause minimal light trespass and should clearly illuminate the parking lot. Also take note of the light bulb type because some cast a yellowish glow over everything making it difficult to distinguish color. Keep shrubbery and trees at the 2ft/6ft rule. Shrubby should be no higher than two (2) feet, so as not to provide a potential hiding spot/ambush location. Tree canopy should be no lower than six (6) feet, so that does not block the line of sight. Landscaping should always be neatly trimmed and if possible thinned out.

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- **South side of the building/Front-** Needs proper lighting and landscaping improvements all trees/shrubbery/bushes need to be trimmed along the south of the property to CPTED standards. The current landscaping provides numerous concealment points. Tree branches should be trimmed away from the lighting fixtures, and should also have a 6ft/8ft clearance. The electrical wiring running along the exterior of the building should be concealed or ran underground.



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- Southside of building/Front/parking lot



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- **Southside of building and parking lot at night/Front**
- Poorly maintained light fixtures, Insufficient in lighting no Uniformity, glare from the lighting gives blind spots for criminals to hide.



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- **Eastside-** Lock all dumpster gates, ensuring a minimum eight (8) inch swing gate bottom clearance to deny any ambush/concealment. Install motion sensor security and surveillance cameras.



- Install motion sensor security lighting and surveillance cameras to walkway between City Hall, the library and the Emergency stairwell. Replace all jalousie windows with standard impact windows to prevent potential burglaries.



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- **Eastside-** Trim large tree canopies to avoid obstructing light sources. Prune shrubbery to deny concealment/ambush opportunities. Consider replacing the hedges with low lying harsh landscaping. The absence of proper light may provide many concealment points at night.



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- **Eastside of the building at night**



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- **Northside** - Install burglar alarm, surveillance cameras, install LED lighting, and close the openings in the wall they could be used for climbing. Install a lockable gate from the outside to prevent access to the rooftop. Install a metal/mesh gate with a locking mechanism around the roof ladder to prevent unwanted access on the rooftop. Install a chain link fence around the air condition unit and breaker box to avoid easy access.





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- Northside at night



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LANDSCAPING

Good landscaping



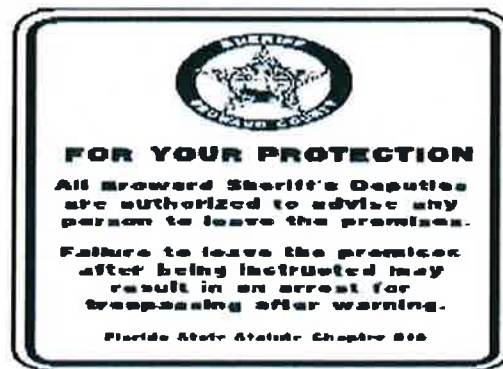
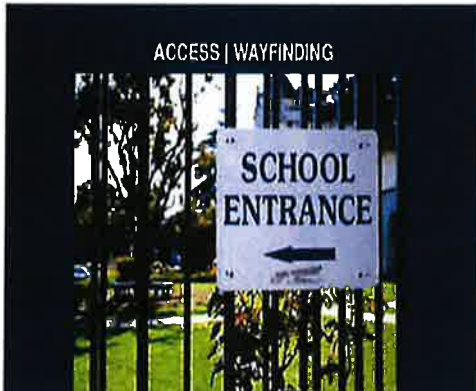
Bad landscaping-- ambush/concealment areas



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- Install prominent "Way Finding and BSO "No Trespass" Signage

Way-finding is the use of symbols, cues and signage to help navigate areas. Symbols cues and signage guide appropriate use of this space, and make inappropriate use to others.



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- Install burglary alarm and surveillance cameras. Seal the openings in the wall on the Northside of the building, which could be used for climbing. In addition install a barrier fence/lockable gate to prevent access to this remote and vulnerable emergency area.



- Lighting should adequately illuminate footpaths and roadway areas. Multiple lights provide for consistent levels of lighting.



- Secure all dumpster gates, Create a “Natural Surveillance Window” at the bottom of all dumpster gate doors install a lockable gate at pedestrian access points. Add motion sensor lighting, purchase single seating benches, option will have a bar armrest.



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- Access should be restricted by closing off those entrances/exits using access control barriers such as gates, chains, chains, etc.
- Reduce the open pedestrian and vehicular access points along the perimeter by following CPTED and Security Strengthening standards including the use of harsh thorny landscaping hedges, fences locking gates.
- Install additional Broward Sheriff's Office "No Trespass" authorized signage in clearly visible areas discouraging and warning unwelcome trespassers and other potential criminals of consequences. No Trespass signage should be placed at approximately a maximum of hundred (100) feet apart for easy recognition all along the perimeter, or closer as necessary depending on facility design and site layout.
- Properly designed and posted signage is essential to achieve compliance for employees and visitors, and to discourage undesirable trespassing or intrusion for any reason.
- Install easily accessible bicycle security racks for visitors and employees, and encourage the use of strong chains/cables and locks with cut resistant bolt guards.
- Installing an updated Electronic Surveillance is strongly recommended. Install monitors in Strategic locations that both employees and the public can view to have many eyes on the site. Only use modern technology.

- **Maintenance**

OBSERVATIONS – CPTED and Security Strengthening

RECOMMENDATIONS

GOAL: The City of Dania should consider developing their own routine comprehensive CPTED maintenance plan incorporating uniform CPTED Security Standards into City Development Services, planning and Public Works department's design and maintenance policies for all city facilities.

- City property such as A/C units, cameras, etc., should be inventoried, marked and digitally photographed with easily identifiable identification numbers and or ownership with symbolic markings for easy identification.
- Maintain an electronic file with photo images that can be provided to law-enforcement for investigation, prosecution, and possible recovery in the event of theft.

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GOAL: The City of Dania Beach should consider developing their own proactive CPTED and Security Strengthening Crime Prevention Strategy into policies and procedures for admiration staff.

- Ensure employees, especially new ones, know not to answer any security questions to unauthorized persons. Emphasize this regularly at training and other meetings.
- Encourage employees to report security deficiencies, incidents, employee concerns, and criminal occurrences in a timely manner and document if any action is taken.
- Install a readily available panic duress alarm bottom in strategic locations in the event of an emergency incident.

- **City and Volunteer Staff must adhere to the follow rules**

1. Be easily identifiable should consider wearing a logo shirt/identifications tags
2. Should be instructed on how to respond to emergencies
3. Schedule employee meetings/training to discuss and monitor ongoing security standards and to promote crime prevention and a healthy environment.

- **Conclusion**

Crime Prevention Through Environmental Design guidelines can go a long way to making a building/community safe. It is not considered to possible to make a building or area crime proof. The recommendations included in the assessments should, however reduce the probability of crime if the CPTED strategies and concepts are properly applied and maintained. Most of the recommendations made can be achieved at minimal or no cost.

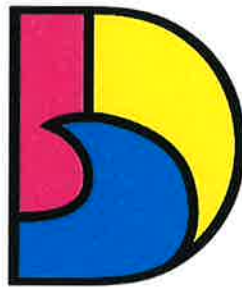
- CPTED can eliminate problem areas: the poorly lighted parking lot, the blind alley, and public telephone stuffed in the dark corner. Hopefully, along with the feeling of safety and security that CPTED brings, will come a feeling of increased social responsibility. That is the greatest crime-prevention technique of all.
- Proper Training: If possible, make sure each of your employees is adequately trained to use security equipment and follow security procedures. Investment and planning in the best security system will have little impact if individuals are unclear on precaution and intervention. This may be as simple as making sure employees keep doors and windows secure or protect their personal belongings, but often entails specific training on identifying and responding to suspicious items, persons, or events.

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- **“CPTED is not the total answer to community problems, but it does provide the community with the means to eliminate or reduce environmental obstacles to social cultural or managerial control”.**
- While many means of to provide perimeter and interior security overlap each other (for example security guards and cameras can protect your perimeter or interior) Thinking in terms of these two levels, and trying to implement two or three physical security measures from each level, will help you to implement appropriate physical security measures.



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DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

SECURITY SURVEY ADDENDUM

**CITY HALL
100 WEST DANIA BEACH BLVD
CITY OF DANIA BEACH
January 23, 2020**

ALL INFORMATION CONTAINED IN THIS REPORT IS CONFIDENTIAL PURSUANT TO APPLICABLE FEDERAL, STATE, AND LOCAL STATUTES. THIS ASSESSMENT SHOULD BE MAINTAINED AS **LAW ENFORCEMENT SENSITIVE.**

**COMPLETED BY: DETECTIVE TARYN SESSION (NEIGHBORHOOD SUPPORT TEAM)
BROWARD SHERIFF'S OFFICE – DANIA BEACH DISTRICT**

ADDENDUM UPDATE

ONSITE VISIT

August 21, 2019 – Site visit conducted with Information Systems Manager Joe Husosky, & Maintenance Staff Willie Spencer.

January 23, 2020 - Site visit conducted with Assistant City Manager Candido Sosa-Cruz.

Site visits were conducted to check the progress regarding recommendations made in the original Security Survey completed on January 30, 2018. Listed below are recommendations from the original report followed by what was completed.

INITIAL RECOMMENDATION: ENTRY POINTS

- Eliminate some points of entry.
- Encourage employees to wear identification shirt/tags and eliminate use of keys.
- Employ an access control system.

FOLLOW – UP

- Employees all have access cards (no longer use keys) and now wear badges which displays his/her name and department.
- There is single point entry for the public
- All doors (with the exception of three that are open to the public during business hours, have an access control system in place that requires a card to gain entry.
- Both doors on the 2nd floor that lead to administrative offices have been updated. The door accessible via elevator has been changed to Impact Glass and is electronic card access only. The door is also monitored by staff via Display Monitor which is mounted in the office near the entrance. The door accessible via stairwell has been changed to a metal door and is electronic card access only.

INITIAL RECOMMENDATION: VIDEO SURVEILLANCE/SECURITY

- Employ Closed Circuit Television (CCTV) Camera Systems to include additional cameras for coverage of the blind areas, particularly at the front entrance of the building (inside/outside).
- Hire additional security.
- Create a reception area for visitors with video monitors.

- Purchase metal detectors, x-ray machines, etc. for the public entrance.
- Have all visitors receive an identification sticker to identify them and the location of where they are going.
- Purchase ballistic proof glass for the offices located in the lobby area.

FOLLOW – UP

- There have been numerous cameras placed throughout the Building (both interior and exterior) to cover a lot of places that were once blind spots.
- There is an Armed Security Guard on-site 24/7 that monitors the Building and the Parking Garage. The Guard is also required to complete scanned checks of pre-determined areas throughout the course of his/her shift.
- A desk has been provided for the security guard, as well as a computer that he uses for real time monitoring of the extensive camera system.
- The Security Guard, engages every visitor and determines the reason for the visit, so that they can be directed to the proper location.
- There is a panic button at the security desk, however it only locks the front door. It does not alert 911 or the occupants of the building that there is an emergency situation.
- Remote access of camera system is available, however, it is not being used at this time.
- Majority of the cameras have Zoom capabilities
- Will be providing BSO Access to the camera system (within the District and through BSO's Real Time Crime Center)







INITIAL RECOMMENDATION: COMMISSION CHAMBERS

- Hire additional armed security/law-enforcement during large meetings.
- Remove combination lock from the only exit available to the Commissioned Officers seated behind the dais and employ a keycard access system.
- Purchase ballistic material panels for the front of the dais and install wireless panic buttons near the council member seats.

FOLLOW – UP

- The combination lock was removed from the exit door.
- The door has been replaced with a metal door and an electronic box for access control reader system is being installed.
- Chief Danny Marks ensures that Law-Enforcement is present during large and/or special meetings.

INITIAL RECOMMENDATION: EXTERIOR OF BUILDING

- Install additional lighting to sufficiently illuminate all areas.
- Improve landscaping to minimize concealment points.
- Install motion-sensor security lighting and surveillance cameras in walkway between library and City Hall.
- Replace all windows with standard impact windows.
- Install Alarm System.
- Close openings in concrete wall on north side, to prevent unwanted person(s) from climbing it.
- Install a lockable gate around ladder to prevent access to the rooftop.
- Install a fence around the air conditioner unit and beaker box to avoid easy access.
- Create a "Natural Surveillance Window" at the bottom of all dumpster gate doors.
- Purchase single seating benches.

FOLLOW – UP

- There have been improvements to the existing landscaping which can be seen around the building. These improvements meet CPTED recommended standards.
- Additional lights have been installed around the property, however, I conducted this walk-through during day-light hours so I was unable to observe the effectiveness of the new light fixtures.
- The windows along the east side of the property have hurricane-impact shutters
- Single seat benches have been installed at the bus-bench located on the north side of the building.





ADDITIONAL OBSERVATIONS

- The parking garage & stairwells were not included on the original report, however, they have been updated with cameras on every floor of the parking garage, to include the stairwells. The parking garage is also monitored hourly by night-time Security Staff.



(Exterior of Parking Garage with Visible Signage posted)

****As the City works to update City Hall, several security projects are scheduled to begin with the next 6 months. Assistant Manager Candido Sosa-Cruz was able to identify these upcoming projects. They are listed below for reference. ****

FUTURE SCHEDULED SECURITY MEASURES

- Install an alarm system, with panic buttons at identified locations (front desk, dais).
- Connect the video surveillance system with BSO Real Time Crime Center.
- Place display monitors by (3) identified exit doors so that City Staff can get a visual look at whom/what may be outside prior to exiting the building. Of particular importance, is the west side door that leads to the Commissioned Officer's parking area.
- Secure rooftop access ladder, air conditioner units, & beaker box to prevent unwanted access.



BALLISTIGLASS PROPOSAL FOR CITY OF DANIA BEACH – CITY HALL



SUBMITTED JULY 6, 2020



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BALLISTIGLASS LLC
PARKLAND, FL 33076 USA

(800) 960-4097
SUPPORT@BALLISTIGLASS.COM

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July 6, 2020

To The City of Dania Beach (attention: Mrs. Linda Gonzalez):

Thank you for allowing BALLISTIGLASS to have the opportunity to submit this proposal. In this document, you will find:

1. This letter
2. A description of the installation
3. Example photos from previous installations
4. 3rd party ballistic test reports from HP White Laboratory for BALLISTIGLASS
5. Care instructions for Ballistiglass
6. Warranty information
7. Project measurements & site photos
8. The price quote for BALLISTIMAX level protection

The objective of the installation is to protect staff and visitors from an active shooter. This will be done in a way that maximizes ballistic protection while minimizing the impact on the attractive and hospitable feel of the building using BALLISTIMAX for the glass, which protects against the AR-15 & AK-47 rifles threats. To protect the dais, BALLISTISTEEL will be used to armor the baseboard to tabletop. As an approved Broward School District vendor (#134129), we have had our products thoroughly reviewed and accepted by the Broward School District Standards Committee as well as the Miami-Dade Product Examiners. Our products are installed in schools throughout the country as well as city offices, storefronts, synagogues and memorials. We gladly provide references of our prior work upon request. Please don't hesitate to contact us if you have any questions.

Best regards,

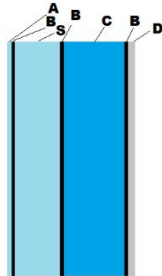
A handwritten signature in black ink that reads "John Mehew". The signature is fluid and cursive, with the first name "John" and last name "Mehew" clearly distinguishable.

John Mehew
CEO, Ballistiglass LLC
(954) 612-6640 ext. 415
John.mehew@ballistiglass.com

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BALLISTIGLASS Products – Installation

BallistiMax

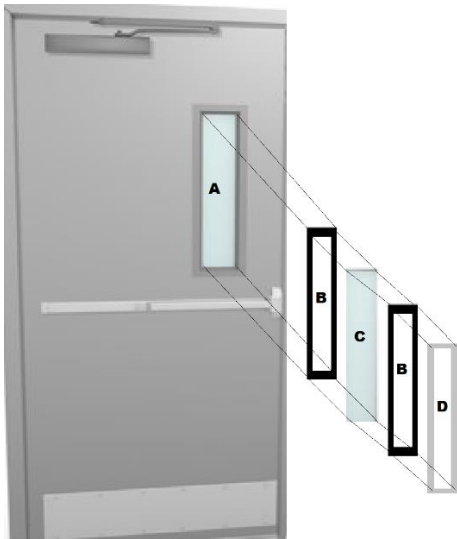


Drawing notes:

- A - original school door glass
- B - proprietary adhesive
- C - UV/abrasion/impact resistant polymer
- D - metal molding
- S - proprietary impact glass

> NIJ-STD-0108.01, Level IIIA

- + AR-15 (.223 Remington)
- + AK-47 (7.62 x 39 mm)



As illustrated in the diagram of the door above, BALLISTIGLASS products [C] are retrofitted to the inside “safe side” face of the pre-existing glass [A]. In this example of a school door, after cleaning the window glass of dust, a perimeter of proprietary adhesive [B] is applied. Then, either BallistiGuard or BallistiMax [C] is adhered. Finally, metal molding [D] is adhered to the BALLISTIGLASS product and the edges of the frame via proprietary adhesive [B]. The same process is utilized when installing BALLISTIGLASS products on larger door windows, side windows, etc. These processes are protected by US patents (pending).



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BALLISTIGLASS LLC
PARKLAND, FL 33076 USA



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EXAMPLE INSTALLATION PHOTOS



ENTRANCE DOORS



DOOR VISION PANEL

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PARKLAND, FL 33076 USA



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TEST PANEL

Manufacturer : BALLISTIGLASS LLC.
Size : 79.5 x 35.5 in.
Thicknesses : 1.753, 1.780, 1.785, 1.782 in.
Avg. Thick : 1.775 in.
Description : METAL SCHOOL DOOR

Sample No. : SAMPLE-2
Weight : 166.3 lbs.
Hardness : NA
Plies/Laminates : NA

Date Rec'd. : 7/16/18
Via :
Returned :

SET-UP

Shot Spacing : PER CUSTOMER REQUEST
Witness Panel : 0.020", 2024-T3 ALUMINUM
Obliquity : 0 deg.
Backing Material : NA
Conditioning : AMBIENT

Primary Vel. Screens : 6.6 ft., 9.8 ft.
Primary Vel. Location : 8.2 ft. From Muzzle
Residual Vel. Screens : NA
Residual Vel. Location : NA
Range to Target : 16.4 ft.
Target to Wit. : 6.0 in.

Range No. : 3
Temp. : 73 F
BP : 30.01 in. Hg
RH : 70%
Barrel No./Gun : R3/ 44 MAG.
Gunner : MILLER
Recorder : STREETT

AMMUNITION

(1) : .44 MAG, SWCGC, 240 gr.
(2) :
(3) :
(4) :

Lot No. : HPW-0046
Lot No. :
Lot No. :
Lot No. :

APPLICABLE STANDARDS OR PROCEDURES

(1) : NIJ-STD-0108.01
(2) : Level IIIA (MODIFIED)
(3) : Required Velocity: 1350-1450 fps.

Shot No.	Ammo.	Time 1 (usec)	Velocity 1 (ft/s)	Time 2 (usec)	Velocity 2 (ft/s)	Avg. Vel. (ft/s)	Penetration	Footnotes
1	1	2415	1359	2415	1359	1359	None	
2	1	2397	1369	2397	1369	1369	None	
3	1	2312	1419	2316	1417	1418	None	
4	1	2325	1411	2325	1411	1411	None	
5	1	2345	1399	2345	1399	1399	None	

REMARKS :

FOOTNOTES :



TEST PANEL

Manufacturer : BALLISTIGLASS LLC.

Size : 12 X 12 in.

Thicknesses : 1.620, 1.619, 1.625, 1.621 in.

Avg. Thick : 1.621 in.

Description : LIGHTWEIGHT TRANSPARENT ARMOR, FRAMED

Sample No. : BALLISTIMAX-AR-15

Weight : 14.33 lbs.

Hardness : NA

Plies/Laminates : NA

Date Rec'd. : 10/24/18

Via :

Returned :

SET-UP

Shot Spacing : 3 ON A 120mm TRIANGLE

Witness Panel : 0.020", 2024-T3 ALUMINUM

Obliquity : 0 deg.

Backing Material : NA

Conditioning : AMBIENT

Primary Vel. Screens : 5.0 ft., 10.0 ft.

Primary Vel. Location : 7.5 ft. From Muzzle

Residual Vel. Screens : NA

Residual Vel. Location : NA

Range to Target : 15.0 ft.

Target to Wit. : 6.0 in.

Range No. : 3

Temp. : 62 F

BP : 29.80 in. Hg

RH : 60%

Barrel No./Gun : R3/ .223

Gunner : LINKOUS

Recorder : BONSALL

AMMUNITION

(1) : 5.56 x 45mm, M193, 55 gr.

(2) :

(3) :

(4) :

Lot No. : HPW-0078

Lot No. :

Lot No. :

Lot No. :

APPLICABLE STANDARDS OR PROCEDURES

(1) : PER CUSTOMER REQUEST

(2) :

(3) :

Shot No.	Ammo.	Time 1 (usec)	Velocity 1 (ft/s)	Time 2 (usec)	Velocity 2 (ft/s)	Avg. Vel. (ft/s)	Penetration	Footnotes
1	1	1641	3047	1641	3047	3047	None	
2	1	1655	3021	1655	3021	3021	None	
3	1	1637	3054	1637	3054	3054	None	

REMARKS :

FOOTNOTES :



TEST PANEL

Manufacturer : BALLISTIGLASS LLC.

Size : 12 X 12 in.

Thicknesses : 1.319, 1.320, 1.314, 1.319 in.

Avg. Thick : 1.318 in.

Description : LIGHTWEIGHT TRANSPARENT ARMOR, FRAMED

Sample No. : BALLISTAMAX-AK-47

Weight : 11.47 lbs.

Hardness : NA

Plies/Laminates : NA

Date Rec'd. : 10/5/18

Via :

Returned :

SET-UP

Shot Spacing : 3 ON A 120mm TRIANGLE

Witness Panel : 0.020", 2024-T3 ALUMINUM

Obliquity : 0 deg.

Backing Material : NA

Conditioning : AMBIENT

Primary Vel. Screens : 10.0 ft., 20.0 ft.

Primary Vel. Location : 15.0 ft. From Muzzle

Residual Vel. Screens : NA

Residual Vel. Location : NA

Range to Target : 25.0 ft.

Target to Wit. : 6.0 in.

Range No. : 3

Temp. : 70 F

BP : 30.10 in. Hg

RH : 68%

Barrel No./Gun : R3/ 7.62 x 39

Gunner : LINKOUS

Recorder : BONSALL

AMMUNITION

(1) : 7.62 x 39mm, FMJ,LC, 123 gr.

(2) :

(3) :

(4) :

Lot No. : HPW- 0062

Lot No. :

Lot No. :

Lot No. :

APPLICABLE STANDARDS OR PROCEDURES

(1) : PER CUSTOMER REQUEST

(2) : Required Velocity: 2300-2400 fps.

(3) :

Shot No.	Ammo.	Time 1 (usec)	Velocity 1 (ft/s)	Time 2 (usec)	Velocity 2 (ft/s)	Avg. Vel. (ft/s)	Penetration	Footnotes
1	1	4400	2273	4409	2268	2270	None	
2	1	4382	2282	4386	2280	2281	None	
3	1	4391	2277	4395	2275	2276	None	

REMARKS :

FOOTNOTES :

BALLISTIGLASS – Product Care Recommendations

Cleaning Procedures & Cleaning Agents

The proprietary surface coating significantly improves long-term performance. Periodic cleaning using proper procedures and compatible cleaners is recommended to prolong service life. For general cleaning, it is recommended that the following instructions and cleaning agents be used.

Procedures:

1. Wash with a mild solution of soap or detergent and lukewarm water.
2. Using a soft cloth or sponge, gently wash the sheet to loosen dirt and grime and rinse well with clean water.
3. To prevent water spotting, thoroughly dry with chamois or cellulose sponge.
4. Avoid the use of abrasive cleaners, squeegees and/or other cleaning implements that may mar or gouge the coating.

Agents: (Cleaning agents which have been found to be compatible under laboratory conditions)

Aqueous Solutions of Soaps and Detergents

Joy®

Palmolive Liquid®

Joy is a registered trademark of Proctor & Gamble

Palmolive is a registered trademark of Colgate Palmolive

Graffiti Removal:

- A. Butyl Cellosolve (for removal of paints, marking pen inks, lipstick, etc). The use of masking tape, adhesive tape or lint removal tools works well for lifting off old weathered paints.
- B. To remove labels, stickers, etc., the use of kerosene or VM&P Naphtha are generally effective. If the solvent will not penetrate sticker material, apply heat (hair dryer) to soften the adhesive and promote removal. All residual organic solvents should be removed with a secondary rinse.



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BALLISTIGLASS®

LIMITED WARRANTY

Ballistiglass LLC warrants all products for one (1) year from date of purchase against defects in manufacturing. In addition, with regards to bullet resistant products, Ballistiglass LLC warrants against significant yellowing (>5.0 Yellowness Index) of product for this time period. Normal wear and tear or scratching by user are not covered by this warranty. Ballistiglass LLC warrants that the Work shall reasonably conform to specifications in all material respects. Ballistiglass LLC will not provide refunds for any Work conforming to specifications in all material respects. Other than the warranties set forth in this section, Ballistiglass LLC makes no warranty of any kind, expressed or implied or otherwise whatsoever, that the services performed or any items produced will be merchantable or fit for any particular purpose or use. In the event of any breach of any warranty specified in this provision, Buyers exclusive remedy shall be that Ballistiglass LLC shall, at its option, repair or replace any defective goods at no cost to. Our Products are warranted for defects in manufacturing only. Our responsibility is to replace products defective in manufacturing only with the same or better product, at the sole discretion of Ballistiglass LLC. In all cases Ballistiglass LLC must be notified within ten (10) days of receipt of the product for any possible claims of damage. Any claims after this time frame will be honored at the discretion of Ballistiglass LLC. Product returns are not accepted without expressed written permission from Ballistiglass LLC. We do not offer cash refunds. Products returned can be exchanged for the same product only, if found defective. Any other funds owed to our customers will be in the form of credit for future purchases only.

(version 1/2019)

PROJECT MEASUREMENTS

BALLISTIMAX						
<i>location</i>	<i>building</i>	<i>room#</i>	<i># of panels</i>	<i>width (in)</i>	<i>height (in)</i>	<i>area (ft)</i>
LEFT SECTION	main	CONFERENCE	1	83.41	36.00	20.85
MIDDLE SECTION	main	CONFERENCE	1	194.31	36.00	48.58
RIGHT SECTION	main	CONFERENCE	1	85.88	36.00	21.47
TOTAL			3			90.90
BALLISTISTEEL						
<i>location</i>	<i>building</i>	<i>room#</i>	<i># of panels</i>	<i>width (in)</i>	<i>height (in)</i>	<i>area (ft)</i>
plate 1	main	CONFERENCE	1	25.38	50.19	8.84
plate 2	main	CONFERENCE	1	60.94	50.19	21.24
plate 3	main	CONFERENCE	1	39.50	50.19	13.77
plate 4	main	CONFERENCE	1	155.41	50.19	54.16
plate 5	main	CONFERENCE	1	39.22	50.19	13.67
plate 6	main	CONFERENCE	1	62.00	50.19	21.61
plate 6	main	CONFERENCE	1	29.28	50.19	10.21
TOTAL			7			143.49



WWW.BALLISTIGLASS.COM

BALLISTIGLASS LLC

9588 KENLEY CT

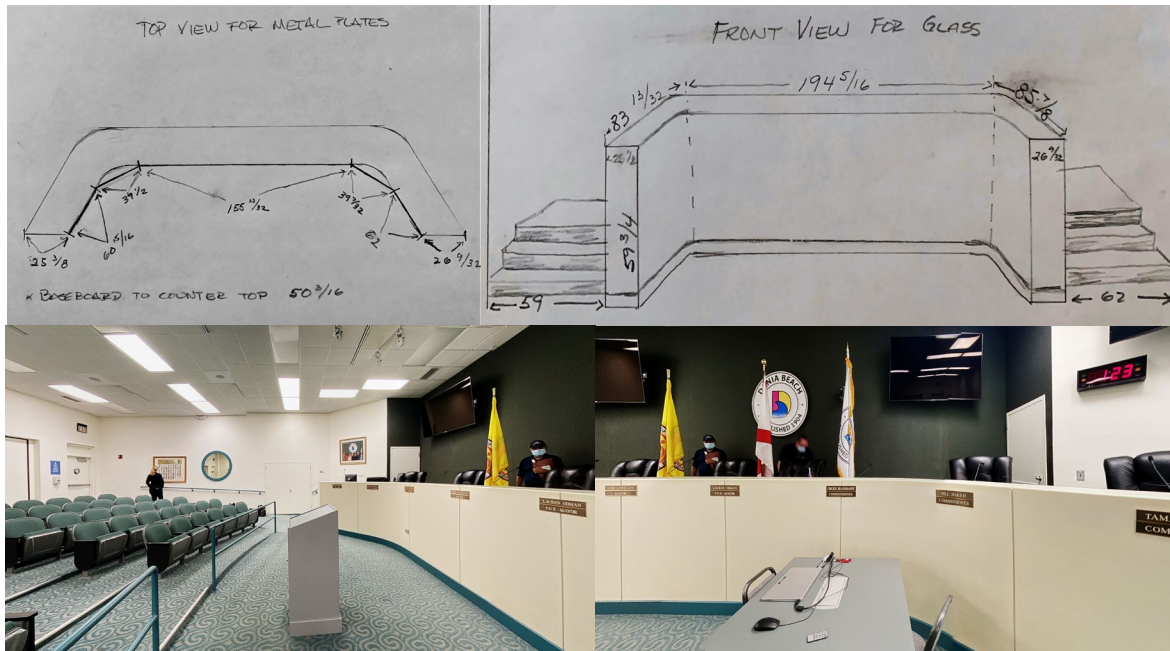
PARKLAND, FL 33076 USA

(800) 960-4097

SUPPORT@BALLISTIGLASS.COM

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SITE PHOTOS/PLANS



WWW.BALLISTIGLASS.COM

BALLISTIGLASS LLC

9588 KENLEY CT

PARKLAND, FL 33076 USA

(800) 960-4097

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BALLISTIGLASS
9588 KENLEY COURT
PARKLAND, FL 33076 USA
(954) 612-6640
WWW.BALLISTIGLASS.COM

QUOTE

DATE	QUOTE #
7/6/2020	20070601

EXPIRATION DATE
8/5/2020

ACCOUNT

The City Of Dania Beach
100 W Dania Beach Blvd.
Dania Beach, FL 33004
attn: Mrs. Linda Gonzalez

PRODUCT	DESCRIPTION	UNITS	\$/UNIT	TOTAL (USD)
BALLISTIMAX	AR-15 & AK-47 Rifle level protection Square feet of glass: 90.9	90.9	250.00	22,725.00
BallistiSteel	Opaque Military Grade Steel (NIJ Level III) Coverage of vertical wall of dais Total square feet: 143.49	143.49	100.00	14,349.00
BALLISTIDOOR	Ballistic door with associated support structure (complete buildout of door frame, etc.)	2	9,500.00	19,000.00
Total				56,074.00
Balance Due				56,074.00

PRESTIGE

Estimate No: 1501
Date: 06/26/2020
For: Linda Gonzalez
lgonzalez@daniabeachfl.gov
100 W Dania Beach Blvd
Dania Beach, FL, 33004

Estimate

4313 sw 64 th Ave Davie Fla 33314
305-297-6533 or 954-253-6322
pcarrabba@gmail.com
pmcinc.cody@gmail.com

Ship To: 100 W Dania Beach Blvd
Dania Beach, FL, 33004

Tracking No
Ship Via
FOB

Description	Quantity	Rate	Amount
-------------	----------	------	--------

CITY COMMISSION CHAMBER:	1	\$49,170.00	\$49,170.00*
SAFE OFF AND PROTECTION OF AREA			
INSTALL 1 ¼" UL LISTED BR ACRYLIC			
TWO (2) DOORS 1 ¼" THICK			
¼" KEVLAR FOR THE FRONT COUNTER			
PRICE INCLUDES LABOR AND MATERIALS			

Parts Subtotal	\$49,170.00
----------------	-------------

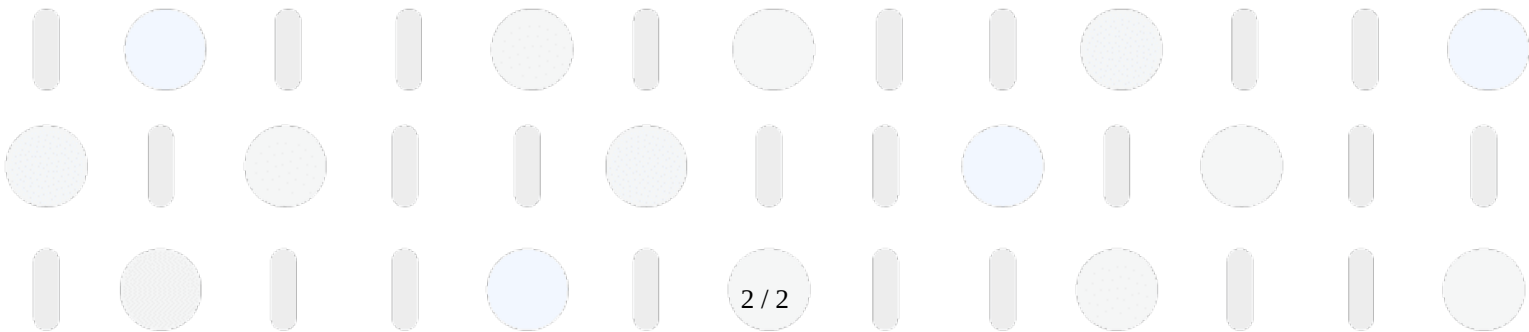
*Indicates non-taxable item

Subtotal	\$49,170.00
Shipping	\$0.00
Total	\$49,170.00

Total	\$49,170.00
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Notes

Any alteration or deviation of the above said mentioned scope must been in writing prior to comencement of work .This proposal does not include any unforeseen conditions and additional charges may apply

















ESTIMATE #3654

SENT ON:

07/13/2020

RECIPIENT:

City of Dania Beach

100 West Dania Beach Boulevard

Dania Beach, Florida 33004

Phone: 954-924-6810

Address : Yes

Status : -----

Client Name : Yes

PO : Bulletproof

Address:: Yes

Email Address : Yes

Phone #: Yes

Sales Person : Joseph

1922 Tigertail Blvd Bldg # 12

Dania Beach, FL 33004

Phone: 954-822-7885 * 954-613-5200

Email: joseph@giantglass.net

Website: giantglassandmirror.com

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT COST	TOTAL
Commission chamber	40" tall (2) 24"x40 (2)48"x40 (2)60"x40" (1) 12'x40' .. can be in 3 sections	1	\$0.00	\$0.00
Floor	Approx 42'x 40"	2	\$0.00	\$0.00
Stairway entrance	Bullet proof glass door and panel approximately 5 foot wide by 80 inches tall, complete with closers handles framing	2	\$0.00	\$0.00



ESTIMATE #3654

SENT ON:

07/13/2020

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT COST	TOTAL
Budget (approx)	Base Proposal Item # Price Supply Only, 1.25" SP1.25" Clear, UL752 Level 3 Bullet/Abrasion Resistant Acrylic Barrier System in Segmented Design with Returns on Either Side Attaching to Aluminum Framed 3070 Level 3 Polymer System Door with Plastic Laminate Opaque Panel on Bottom Half, Continuous Hinge, Lever Lockset and Closer. Includes: *1 each 408"W x 40"H Divided into 9 Segments *Proposal based on preliminary sketch provided , Material to be fully fabricated for assembly and installation by GIANT GLASS. Pricing includes shop drawings. Alternates / Options DEDUCT from Base Bid for UL752 Level 1 Bullet/Abrasion Resistant Acrylic ADD to Base Bid for 48" x 96" x 1/2" UL752 L3 Ballistic Fiberglass Panels to Armor Bench ADD to Base Bid for 48" x 96" x 1/4" UL752 L1 Ballistic Fiberglass Panels to Armor bench	1	\$75,000.00	\$75,000.00

Total

\$75,000.00

** If you would like to move forward with this quote, please pay the required deposit, if there is a remaining balance it will be due upon completion of the job.

**All orders are custom fabricated to your specific needs/wants therefore cannot be used on any other project other than yours. No refunds will be given once deposit is made.

** This quote is valid for the next 30 days, after which values may be subject to change.



ESTIMATE #3654

SENT ON:

07/13/2020

Notes Continued...

Signature: _____ Date: _____

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event

Continued from:

Requested Action (Identify appropriate Action or Motion)

Special Event request from Broward County, Environmental Planning & Community Resilience Division, for the 35th Annual Ocean Conservancy International Coastal Cleanup to be held on September 26, 2020, at the end of North Beach Road, from 9:00 a.m. - 12:00 p.m. The applicant is requesting a fee waiver and parking passes.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo to Commission 35th Annual Ocean Conservancy International Coastal, Special Events Application - 35th Annual Ocean Conservancy International Coastal Cleanup, Memo to Dania Beach 2020 from Broward County, Dania Beach Clean-up Parking Pass 2020



CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: June 24, 2020

TO: Honorable Mayor and Commissioners

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

VIA: Eric Brown, Parks & Recreation Director

RE: Special Events Application Request for September 26, 2020
35th Annual Ocean Conservancy International Coastal

REQUEST

A Special Event is requested by Angel C. Rovira on behalf of Broward County, Environmental Planning and Community Resilience Division for Saturday, September 26, 2020 from 9:00 a.m. to 12:00 p.m. The applicant has requested for the application fee to be waived. The requested event will be held at the end of North Beach Road on the sand, Dania Beach, FL 33004. This group is providing a service that is very beneficial to our city.

BACKGROUND

Ocean Conservancy International Coastal Cleanup partners with organizations and volunteers alike across the globe in a collaborative effort to keep our coastal areas clean and safe. This is an international organization spans across the globe to bring awareness and good stewardship to many cities.

This organization is providing a service that is very beneficial to the City of Dania Beach.

CDC guidelines will be implemented; social distancing and mask are required.

BUDGETARY IMPACT

The special events application fee for this event is \$150.00.

RECOMMENDATION

Applicant will pay for necessary services recommended below.

It is recommended that the City Commission Approve the Special Events Application requests and waive the application fee with compliance of the conditions noted below:

Staff	Comments/Conditions	
BSO Fire Dept. -Fire Prevention Officer Zipoli	No concerns raised. No concerns raised.	
BSO Police Dept. – Deputy Tarala	No concerns raised.	
Code Enforcement -Eric Walton	No concerns raised. Parking passes approved.	
Community Dev. - Jack Fisher	Building Permits are not required for this event. No concerns raised.	
Community Dev. –Richard Lorber	No concerns raised.	
City Attorney -Tom Ansbro	No concerns raised.	
HR/Risk Mgmt. – Linda Gonzalez	No concerns raised.	
Parks & Recreation –Eric Brown	No concerns raised.	
Public Services	No concerns raised. We will suspend sand raking activities for the morning of the event. Applicant to contact Public Services (954) 680-6808 to request trash pick-up for this event.	



SPECIAL EVENTS REQUEST

Application on Public or Private Property

To Whom It May Concern:

Please be advised that starting May 1, 2006 this application and all its requirements are to be completed and complied with by anyone wishing to utilize public or private property in the City of Dania Beach for a special event **regardless of whether or not the event has been held in the past.** This application process has been designed to ensure the safety and protection of all involved, to include the City of Dania Beach, the host of the event, and all attendees. Please complete the enclosed application, provide all requested attachments and submit it to the City of Dania Beach, Parks & Recreation Offices, Attention: Martha Riguro. **Incomplete applications will be returned.**

The completed application, including all attachments, must be received **AND ALL REQUIREMENTS SET FORTH BY THE CITY OF DANIA BEACH MUST BE MET 60 days prior** to scheduling any special event, including payment of all appropriate fees (see attached). This timeframe is required to ensure proper placement on the City Commission agenda for approval in time for the event. **Failure to comply with the required 60 day timeframe and payment requirements will result in denial of your application.**

Section 33-44 of the City of Dania Beach requires outdoor shows and special events to be reviewed and approved by the City Commissioners [as an agenda item on the next available meeting at 7:00 p.m. Please plan to attend.]

The operation of any type of traveling circus, carnival, outdoor show and like amusements of a transient nature in the city shall be governed by the following provisions:

- (1) Traveling circuses, carnivals, outdoor shows, amusement parks, devices and exhibitions, and all such operations, avocations or businesses operating under tents or in temporary buildings or structures shall not be permitted in the city except upon approval of the chief of police and city commission.
- (2) Nothing herein contained is intended to apply to local shows or amusements held in theaters, auditoriums or permanent buildings in the city. Further, nothing herein contained is intended to apply to any amusement park established in the city on a permanent basis prior to the effective date of this chapter and located in an AP district. Specifically, without limitation on the foregoing, this section shall apply to traveling shows, carnivals, fairs, exhibitions and the like which are transient in nature and which operate only for temporary periods.



City of Dania Beach

100 West Dania Beach Blvd., Dania Beach, FL 33004

SPECIAL EVENTS APPLICATION – EVENTS ON PRIVATE / PUBLIC PROPERTY

Please PRINT or TYPE

NOTE: ALL APPLICATIONS MUST BE COMPLETED AND SUBMITTED TO THE CITY FOR APPROVAL 60 DAYS PRIOR TO THE EVENT INCLUDING PAYMENT OF ALL APPLICATION FEES (SEE ATTACHED).

Event Name, Date, and Time:

International Coastal Cleanup, September 26, 2020 from 9am to 12pm.

*Brief Description of the Event:

annual volunteer effort to cleanup beaches and waterways around the world.

Address/Location of Event: At the end of North Beach Road on the sand, by Quarterdeck Rest. (map attached)

Event Coordinator: Pat Quinn

Telephone #1: 954-519-1218

E-mail Address: pquinn@broward.org

Telephone #2: 954-895-8544

Fax: 954-519-1496

Additional Contact Person for the Event: Angel Rovira

Telephone #1: 954-519-1296

E-mail Address: arovira@broward.org

Telephone #2: 954-914-0006

Fax: 954-519-1496

Organization or Sponsor of Event: Broward County, Environmental Planning & Community Resilience Division

Address: 115 South Andrews Ave, Room 329H

City, State, Zip Code: Fort Lauderdale, FL 33301

Telephone: 954-519-1270

Fax: 954-519-1496

Cell: _____

Is this a Non-Profit Organization? ☐ Yes ☒ No Tax ID #: _____

Corporation Name (As it appears in the Articles of Incorporation):

Broward County, FL

Date of Incorporation: _____ State of Incorporation: _____

Federal ID #: _____

Authorizing Official for the Organization: _____

Telephone #1: _____ E-mail Address: _____

Telephone #2: _____

Authorizing Official for the Organization: _____

Telephone #1: _____ E-mail Address: _____

Telephone #2: _____

*Property Owner: City of Dania Beach

****Please Note – A letter of Consent is required from the property owner for the approval of this application.***

Is the letter attached? ☐ Yes ☒ No

Will any portion of this event take place on Public or City Property? ☒ Yes ☐ No

Will there be a charge for admission? ☐ Yes ☒ No If yes, how much? _____

Has this event been held in the past? ☒ Yes ☐ No

If so, Indicate the city location of last event: Frank C. "Tootie" Alder Park

Is the event to take place: ☐ Indoors ☒ Outdoors ☐ Both

Number of Expected Daily Attendants: 200 (BSO or Fire Details may be required - refer to page 6)

Please indicate the duration of the event:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS
Saturday	September 26, 2020	9:00am	12:00pm	3

Anticipated Date and Time to Begin Set-Up: September 26, 2020 at 8:00am

Anticipated Date and Time for Completion of Break-Down: September 26, 2020 at 1:00pm

*Do you have a site plan for the event to be submitted with this application? ☒ Yes ☐ No

****Please Note*** – A site plan indicating the following conditions must accompany the application or the application will be rejected, resulting in a significant time delay. The fire department must have easy access to the special event area. The site plan must include the following: entrances and exits, emergency vehicle access routes, parking, general vehicular drive paths, fire hydrant locations, fire department connections, street closure requests, fenced areas, grandstand, bleacher or other seating locations, tent and stage locations, cooking areas, and locations of any pyrotechnical material, fireworks, etc. In addition, the site plan must include the location of any rides (animal or mechanical), petting zoos, exhibits, DJ's, bands, performers, sanitary facilities, recreation vehicles for overnight housing, etc.

Is there a request for any road closures? ☐ Yes ☒ No

Please identify the street name(s) and/or locations for closure requests: _____

Please Note – These streets must also be identified on the site plan.

***Are you requesting to fence the event area?** ☐ Yes ☒ No

Please Note – You must identify any fencing area on the site plan.

***Will Canopies (tent structure with no sides) be used for this event?** ☐ Yes ☒ No

Please Note - All tent structures with canopies in excess of 400 square feet [Per NFPA 1: Table 1.12.19(a)] require building permits and inspections. All canopies must be flame retardant. A certificate of flame retardancy and a sample of the canopy fabric for field testing must be submitted for product approval with this application. This information can be obtained from the canopy manufacturer or the canopy rental company. Please apply for the permit at the Building Department located at 100 W. Dania Beach Blvd. Please allow 8-10 working days for permit approvals.

***Will Tents (With Sides) be used for this event?** ☐ Yes ☒ No

Please Note – All tents in excess of 200 square feet [Per NFPA 1: Table 1.12.19(a)] require building permits and inspections. All tents must be flame retardant. A certificate of flame retardancy and a sample of the tent fabric for field testing must be submitted for product approval with this application. This information can be obtained from the tent manufacturer or the tent rental company. If the tents have sides, they are treated as buildings. They must have two separate exits remotely located from each other with electrically illuminated exit signs that have a battery back-up. In addition, they must have emergency egress lighting and fire extinguishers. Provide a life safety plan for these tents indicating the location of all Exits, Exit Signs, Emergency Lighting, Aisle Spacing, Fire Extinguisher locations, etc. Permits must be obtained for all tents and electrical work. Please apply for all permits at the Building Department located at 100 W. Dania Beach Blvd. Please allow 8-10 working days for permit approvals.

***Will electricity be required for this event?**

(for lighting, sound, cooking, other power needs, etc.) ☐ Yes ☒ No

***How will this electricity be supplied?** ☐ On-Site ☐ Generator ☐ Combination of Both

Please Note – The use of generators, temporary wiring, temporary electrical connections, etc. require permits and inspections. Please apply for the permit(s) prior to setting up at the Building Department located at 100 W. Dania Beach Blvd. Events requiring electricity are the responsibility of the applicant and must have a master electrician on site. Please allow 8-10 working days for permit approvals. Any generator less than 5KW does not require a permit.

Will there be live entertainment at this event? ☐ Yes ☒ No

Please indicate the type (Band, DJ, Live Performers, etc.): _____

Please specify the hours of entertainment:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS

***Will a stage(s) be used in this event?** ☐ Yes ☒ No

***Please note Fire Extinguisher Requirement in the next question.**

***Do you have adequate fire extinguishers for this event?** ☐ Yes ☒ No

Please Note - Fire extinguishers must be supplied for each tent, canopy, cooking appliance and stage. They must be accessible from anywhere in the tent or on the stage without having to travel any further than 75 feet for access. Extinguishers must be easily accessible and not obscured from view. Fire extinguishers must be commercial "ABC Multi-Purpose" (minimum 5lbs.) fire extinguishers that are currently certified and tagged by a licensed company. You

need to demonstrate that this requirement will be met by making a note on the site plan indicating compliance with all of the above requirements or providing a letter to the City fire prevention bureau to that effect.

***Will there be concessions or sales of food at this event?** ☐ Yes ☒ No

Please specify: _____

****Please Note STATE HEALTH INSPECTIONS FOR FOOD: Pursuant to Florida law (Chapter 509, Florida Statutes) event sponsors are required to contact the State Health Inspector no less than 3 days prior to the event. Advance notification of 7 to 10 days is advisable. Please send a fax with your event plans and contact information to Fax Number (954) 956-5699. The Inspector's office will contact you to discuss food vendors and amounts and types of food you plan to make available to the public, whether it is being given away or sold.***

An original Certificate of Liability Insurance and Workers' Compensation Certificate is required from all vendors. You must ensure that the Liability Certificate is for this specific event, has the proper dates, and names the City of Dania Beach as an Additional Insured. No event will be approved without this insurance.

***Will any type of cooking appliances be used by either the Sponsor of the Event or any of its vendors?** ☐ Yes ☒ No

***If so, indicate the type of appliance(s) to be used and the number of each appliance to be used:**

- ☐ N/A
- ☐ Electric Grill(s); # _____
- ☐ Gas Grill(s); # _____
- ☐ Charcoal Grill(s); # _____
- ☐ Smoker Grills(s); # _____
- ☐ Grease Fryer(s); # _____
- ☐ Oven(s); # _____
- ☐ Electric Range Burner(s); # _____
- ☐ Gas Range Burner(s); # _____

****Please Note*** – Grease Fryers are not permitted indoors unless they are protected with an approved Hood and a UL300 Compliant Wet Chemical Automatic Fire Suppression System in accordance with NFPA 96.

***Does each cooking appliance have its own dedicated Fire Extinguisher?** ☐ Yes ☒ No

****Please Note*** - Each cooking appliance must have its own dedicated fire extinguisher. Class K fire extinguishers are required for fryers. You need to demonstrate that this requirement will be met by making a note on the site plan indicating compliance with all of the above requirements or providing a letter to the fire prevention bureau.

***Does each cooking area have the proper clearances from all other event areas?** ☐ Yes ☒ No

****Please Note*** - Cooking areas can be located no closer than 30 feet from any tent or canopy structure, event rides, stages, grandstands or bleachers, etc. Ensure that this measurement is demonstrated on the site plan.

***Will there be sales of alcohol at this event?** ☐ Yes ☒ No

****Please Note*** – An original certificate of liquor liability insurance naming the City of Dania Beach as additional insured and a 1/2/3 Day Special Sales License is required to be submitted with this application. The license must be obtained from the State of Florida Department of Business and Professional Regulation.

If Yes, Please Specify Types of Alcohol to be Sold: ☒ N/A ☐ Beer ☐ Wine ☐ Liquor
☐ Mixed Drinks ☐ Other: _____

If alcohol is being served, please indicate how the beverages will be served: ☒ N/A
☐ Draft Truck ☐ Cold Plate ☐ Mini-Bar ☐ Beer Tub ☐ Table Service

Other: _____

Will there be alcohol given away at this event? ☐ Yes ☒ No

Please Specify Types of Alcohol to be given away: ☒ N/A ☐ Beer ☐ Wine ☐ Liquor

☐ Mixed Drinks ☐ Other: _____

Will there be retail sales at this event? ☐ Yes ☒ No

Please Specify: _____

***Will there be any carnival rides, mechanical or vehicular rides, or animal rides at this event?**

☐ Yes ☒ No

*If yes, please describe: _____

What is the name of the vendor or vendors providing the rides? ☒ N/A

***Please Note** - If carnival rides are to be present, the rides must be inspected by a state inspector, city electrical inspector, and fire inspector 48 hours prior to the rides opening.

Are you providing to us a copy of the ride vendor's Certificate of Liability and Workers' Compensation Insurance with this application? ☐ Yes ☒ No

***Please Note** – An original Certificate of Liability and Workers' Compensation Insurance is required for any and all rides. Ensure that the Certificate is for this specific event, has the proper dates, and names the City of Dania Beach as an Additional Insured. No event will be approved without this insurance.

***Will recreational vehicles be used for temporary overnight housing?** ☐ Yes ☒ No

***Please Note** – Indicate the locations of these on the site plan.

***Will there be any use of pyrotechnics or fireworks displays at this event?** ☐ Yes ☒ No

***Please Note** - Pyrotechnics fireworks displays require special applications, permits and inspections as well as an original Certificate of Liability and Workers' Compensation Insurance. In addition, a Fire Inspector will be required to be present during set-up and displays. This expense will be passed on to the event. (BSO or Fire Details may be required - refer to page 6)

***Will there be use of any Grandstands or Bleachers for seating at this event?** ☐ Yes ☒ No

***Please Note** - Bleachers and Grandstands may have to meet special safety code requirements. Locations must be indicated on the site plan. Plumbing permit is required for portable toilets.

***Are portable, ADA compliant sanitary facilities being provided for this event?** ☐ Yes ☒ No

If so, How many? _____ ☐ N/A

***Please Note** – Provide the locations of all sanitary facilities on the site plan.

***Is there a request for any temporary signage for this event?** ☒ Yes ☐ No

***Please Note** – Any questions regarding temporary signage should be directed to City Code Compliance, (954)924-6810. a small "Coastal Cleanup" banner 5'x2' tied to the pavilion

Are there any services being requested from the City of Dania Beach? ☒ Yes ☐ No

If yes, please explain: _____

Please list any other conditions, terms or relevant information related to this event that may be of interest to the City:

Since it is not clear if social distancing guidelines will still be in place by September and, if they are, how the event will be affected. For this reason, we would like to plan for a regular event as in previous years and, if needed, adjust accordingly. Also, like previous years we like to request the waiver of all fees and (100) parking passes for the volunteers for the duration of the event. At the end of the event we would like the City to coordinate the pick-up of the trash collected.

BSO DETAIL REQUIREMENT

Based upon anticipated attendance, site or building size, site location, and ability to assure public safety requirements, a Broward Sheriff's Office Detail may be required.

FIRE WATCH REQUIREMENT

A Fire-Watch may be imposed depending on the type of event, number of persons present and hazards involved. The number of personnel and apparatus required may vary depending on the type of event and hazards involved. Below are the current rates charged for the presence of a fire watch detail, fire inspector or both:

Off-Duty detail assignment services performed by Dania Beach Fire Rescue Personnel will be paid at their current overtime rate of pay with benefits (3 Hour Minimum). In addition, a City administrative fee of 10% will also be charged based on the total cost of personnel and apparatus. Personnel costs are currently estimated to be \$84.42 per hour, per person (3 hour minimum).

The cost of apparatus is as follows:

Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$71.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

The City of Dania Beach requires payment 14 days in advance for the detail services and fees are to be made payable to The City of Dania Beach by means of cash advance or a cashier's check. Fees are based on individual employee's overtime rates which vary from person to person. The amount estimated is based on the highest overtime rate currently payable in addition to fees for FICA, Medicare, Worker's Compensation and Administrative fees. In the event that the entire estimated amount is not required for services, the City will refund the money, less the expenses incurred for the service. Should the amount of time required for the fire watch detail exceed that agreed upon before the event, the Event sponsor will be required to pay for any overage based on the actual cost for the Fire Watch. The Event sponsor will be responsible to pay the actual service price incurred.

The information I have provided on this application is true and complete to the best of my knowledge. I understand that approval of this event is contingent upon review and approval of all City Disciplines, the City Attorney's Office and the City Commission.



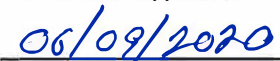
Signature of Applicant



Title



Print name of Applicant



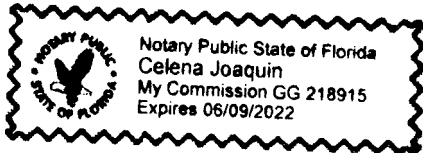
Date

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on June 9, 2020.

by _____, who is personally known to me, or, if not, such person produced the

following form of identification: FL Drivers License.

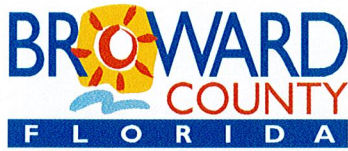


NOTARY PUBLIC

My Commission expires: 06/09/2022

My Commission number: GG 218915





Finance and Administrative Services Department

RISK MANAGEMENT DIVISION

115 S Andrews Avenue, Room 218 • Fort Lauderdale, Florida 33301 • 954-357-7200 • FAX 954-357-7180

December 20, 2019

RE: Certification of Self-Insurance - January 1, 2020 - December 31, 2020

To Whom It May Concern:

Broward County, Florida /Broward County Board of County Commissioners is a self-insured political subdivision of the State of Florida.

The liability program, in effect since May 10, 1977, operates in accordance with Florida Statutes, 768.28, and provides statutory limits on a basis for liability without waiver of sovereign immunity. This is a fully funded self-insured and self-administered program.

The workers' compensation program operates in compliance with and under the auspices of Florida Statutes, Chapter 440. This is a fully funded self-insured and self-administered program, and Broward County has elected to purchase excess coverage.

Yours truly,

A handwritten signature in blue ink, appearing to read "Wayne Fletcher", is written over a light blue circular stamp.

Wayne Fletcher, Director
Risk Management Division

Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
www.broward.org

SPECIAL EVENT APPLICATION / PERMIT FEES

\$100.00 Beach Weddings

\$150.00 All Other Events

\$280.00 Special Events Involving Fire Inspections

\$100.00 Private Parties (over 26 participants)

\$50.00 Small Parties (under 25 participants)

Special events requiring the use of Broward Sheriff's Office shall require advance payment of the applicable special detail rate.

Special Events requiring the use of personnel from the Fire Department or the use of City Lifeguards shall require advance payment of the applicable overtime rate.

A late fee of \$75.00 will be assessed for any application that is received by the City sixty (60) days or less before the date (or starting date) of the event.

Rental rates are subject to the applicable 6% sales tax.



**ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT
ENVIRONMENTAL PLANNING AND COMMUNITY RESILIENCE DIVISION**

115 S. Andrews Avenue, Room 329H • Fort Lauderdale, Florida 33301 • 954-519-1270 • FAX 954-519-1496

MEMO

To: All city personnel responsible for events, beach parking and beach cleaning

Event: Coastal Cleanup 2020

Date: September 26, 2020 from 9AM – 12PM

From: Pat Quinn / Angel Rovira, Broward County Coastal Cleanup Coordinators

It is time to start planning for the annual International Coastal Cleanup scheduled for September 26, 2020. Please accept this letter as an invitation to join us again to make this event a success. If this event requires City Commission approval, we would like to request it be placed on an upcoming agenda prior to the City Commission going on summer recess. In 2019, the Coastal Cleanup brought out 250 volunteers who collected 147 lbs. of trash from the City's beach; countywide, over 3,600 people volunteered to participate.

It is not clear if social distancing guidelines will still be in place by September and, if they are, how the event will be affected. For this reason, we would like to plan for a regular event as in previous years and, if needed, adjust accordingly. We would like to set our registration table at the end of North Beach Road on the sand. We would like to coordinate with you the logistics of where the volunteers need to bring the trash, and the plan to dispose of and/or recycle it.

Also, we are asking for the same parking permits to allow volunteers to park at no charge for the duration of the event. This has been a great way that your City has helped reward the volunteers for their efforts. If this is acceptable, please state it on the sheet provided.

If possible, this would be a great day to suspend beach raking/cleaning. We are trying to have this event make an impact on the lives of the volunteers, many of whom are young, and they have a great feeling of success seeing the beach before and after.

Please contact with any comments or questions. We are available via email and at pquinn@broward.org, 954-519-1218, or arovira@broward.org, 954-519-1296 and 954-914-0006.

Thank you for your assistance.



FLORIDA COASTAL
CLEANUP VOLUNTEER

DANIA BEACH

SATURDAY, September 26, 2020

8am – 12pm



FLORIDA COASTAL
CLEANUP VOLUNTEER

DANIA BEACH

SATURDAY, September 26, 2020

8am – 12pm

MINUTES OF VIRTUAL REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, JUNE 23, 2020 – 7:00 P.M.

1. Call to Order/Roll Call

Mayor Lewellen called the meeting to order at 7:00 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 Presentation of City's Comprehensive Annual Financial Report for Fiscal Year 2018-2019 by HCT Certified Public Accountants and Consultants, LLC and Frank DiPaolo, Director of Finance

Frank DiPaolo, Director of Finance, noted the results of the audit were good and the City was issued an unqualified opinion. The City applied for the CAFR award for 2019. He explained the auditing process and addressed management letter comments from the prior year, noting most have been satisfied.

Roderick Harvey, HCT Accountants, introduced colleagues James Patton and Thomas Williams. Mr. Patton, Mr. Williams and Mr. Harvey gave a PowerPoint presentation of the FY 2018-2019 CAFR, which is attached to and incorporated into these minutes.

Commissioner James asked if there were any areas that we could improve on.

Mr. Harvey noted there are five management letter comments made last year that have not been fully addressed.

Commissioner Harris asked what the City could do to improve in those areas.

Mr. Harvey spoke of an annual evaluation of employees, errors noted in the HR files, discretionary selection of working with certain law firms, notice to award and proceed, and the OIG issue.

Mayor Lewellen noted the five areas, and asked if any had been addressed.

Finance Director DiPaolo noted that procurement has moved forward, the error rate in HR files is much less than last year, the evaluation of employees has no bearing on a financial audit, the City Attorney issue is the way the office operates, the Procurement Administrator has been hired and all future bids will include an award letter.

Commissioner James questioned the CCNA bid mentioned by Mr. Harvey.

City Manager Garcia noted everything regarding the OIG and procurement has been taken care of; everything mentioned by the auditing team has been addressed or we are taking steps to address.

Finance Director DiPaolo said we were finalizing the drafting of the new CCNA engineering services bid prior to City Hall closing due to COVID; we are moving forward with virtual bid openings and plan to have the CCNA bid completed by September 30.

Mayor Lewellen asked about any anticipation of revenue loss next year due to COVID.

Mr. Harvey responded his firm has provided an HCT alerts to City staff discussing anticipated issues. He noted disclosures have been provided by AICPA; a paper was sent out suggesting some of the things they think cities should be addressing.

Commissioner Harris felt we should consider moving forward with our strategic plan since we have had a clean audit.

City Manager Garcia responded we had paused the process because of COVID, but now with the clean audit, we could do a hybrid of in-person or virtually. We can get some dates from the facilitator and utilize the NW Conference room, which would accommodate up to eight persons.

Vice-Mayor Odman said it is important that we be in-person, but asked that we wait until the current spike in COVID cases subsides so we can come up with a plan to put in place.

City Manager Garcia noted the atrium could create a nice, open space, with enough separation. She agreed the five Commissioners and she should be in the same group.

Mayor Lewellen suggested getting dates and see if we can move forward.

Commissioner James favored the in-person setting and questioned if there was a consensus.

Mayor Lewellen preferred to do it in-person, but she would like to see what a hybrid model would look like.

Vice-Mayor Odman suggested before doing the dates, we have the facilitator give feedback on what a hybrid would look like and at the next meeting, we can figure out what is decided.

City Manager Garcia recommended if it can be done in-person, it should be, and that all of us should be present. She will speak to the facilitator on this process and provide his feedback to the Commission.

3.2 Presentation on Organizational Development and Training for the City by Brian Rosenberg, Ph.D. with an introduction by Linda Gonzalez, Director of Human Resources

Director of Human Resources Gonzalez introduced Dr. Rosenberg and spoke of the two training courses, Strength Finders and Emotional Intelligence, to be offered to the leadership team first and then to all City employees.

Dr. Rosenberg addressed in detail the two workshops he offers, Emotional Intelligence and Strength Finders.

3.3 Presentation on Cultural Communication for the City by Dr. Cheryl White

Dr. White gave a presentation, which addressed bringing cultural diversity and inclusion to the City as it relates to conflict resolution. She encouraged all City employees to take part in the training she will bring to the City.

3.4 Legislative update regarding police use of force and related issues by Mayor Lewellen

Mayor Lewellen gave an update on the Sheriff's initiatives being undertaken, and discussion and proposals for legislation in the legislative session next year. She encouraged anyone who has suggestions or ideas to let her know, and she addressed questions and comments from the Commission.

3.5 Update on Parks and Recreation/beach and pier by Eric Brown, Director of Parks & Recreation

Parks & Recreation Director Brown gave a brief update on Parks & Recreation facilities' openings and closings, hours of operation and the social distancing in effect. He noted summer camp would be cancelled in the City due to the number of COVID cases among camp counselors.

Discussion ensued regarding summer camp and COVID cases in the City.

3.6 Update on Community Development, Code, Building, permits, inspections and zoning by Candido Sosa-Cruz, Assistant City Manager

Assistant City Manager Sosa-Cruz gave an update and noted that all City departments are fully open and operating even though City Hall is closed. He added a hotline number to report violations of emergency orders will be rolled out next week. At the Commission meeting on July 28th, a City app to report all types of issues will be rolled out and presented.

A brief discussion ensued regarding contractor violations and the City not holding Special Magistrate hearings.

3.7 Special Event request from Neptune (TNT) Fireworks to install temporary canopies during their annual Fireworks Sale from June 25, 2020- July 11, 2020, at 768 E Dania Beach Boulevard, Dania Beach, Florida (*Community Development*)

Vice-Mayor Odman questioned the social distancing of customers under the canopies.

City Manager Garcia noted staff could meet with them prior to the sale to review the social distancing requirements and our standards.

Commissioner James noted someone would need to take responsibility for the traffic going in and out of the business.

City Manager Garcia responded they will have to prove to us and invest, and we will meet with BSO to ensure proper practices are followed.

Assistant City Manager Sosa-Cruz addressed all of the requirements under a Special Event permit, and noted Code Compliance will monitor them.

Commissioner Harris motioned to approve the Special Event request for Neptune (TNT) Fireworks; seconded by Vice-Mayor Odman. The motion carried unanimously.

3.8 Special Event request from Mayhem Ranch LLC for their Bass Pro Social Distance Drive-thru Animal Park event to be held at 200 Gulfstream Way on June 25-28, 2020 from 10:00 a.m. - 7:00 p.m. (*Community Development*)

Commissioner Harris motioned to approve the Special Event request for the Bass Pro Social Distance Drive-thru Animal Park event; seconded by Commissioner Brandimarte. The motion carried unanimously.

4. Proclamations

4.1 LGBTQ+ Pride Month - requested by Mayor Lewellen

Mayor Lewellen read the LGBTQ+ Pride Month Proclamation.

4.2 Juneteenth - requested by Commissioner James

Commissioner James read the Juneteenth Proclamation.

5. Citizen Comments

Brother Mac/Terrance McElroy, Lighthouse Community Church, 650 S Federal Highway, President of Lighthouse 4Students, a student mentoring organization that supports local government and public schools by helping to end destructive cycles and by empowering students by way of education, gave an update on Lighthouse4students.org outcomes and responses during the pandemic.

Commissioner James suggested he get with Eric Brown, Director of Parks & Recreation, to see how their organization and the City can link.

Commissioner Brandimarte thanked Brother Mac and his organization for all of their work.

Erika Patten, 501 E Dania Beach Boulevard, addressed the City's plans regarding outdoor events proposed to occur in the fall, specifically those that would re-ignite the economy and overcome obstacles, and she questioned the application and proposal process in the face of the pandemic.

City Manager Garcia responded we would continue to look at the numbers and follow best practices. She addressed the application process in consideration of the challenges we are facing.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, reported on the march and protest held on June 11th, and on recent criminal activity in the City. He spoke of planned events once social distancing requirements are lifted.

Captain Sergio Pellecer, BSO District Fire Chief, gave an update on his department and recent calls, including two fires. He has been able to get additional free PPE for City employees and thanked the Commission for their leadership.

7. Consent Agenda

Items added to Consent Agenda: #7.13

Items removed from Consent Agenda: #7.7

7.1 Minutes:

Approve Minutes of June 9, 2020 Virtual City Commission Meeting

7.2 Travel Requests: None

Resolutions

7.3 RESOLUTION #2020-058

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO APPROVE AND EXECUTE CHANGE ORDER NO. 2 IN THE TOTAL AMOUNT OF SIXTY FOUR THOUSAND SIX HUNDRED SEVENTY EIGHT DOLLARS AND THIRTY NINE CENTS (\$64,678.39) TO SAGARIS CORP. FOR THE PURCHASE OF ADDITIONAL CONSTRUCTION SERVICES AND TO MEET FIELD CONDITIONS FOR THE MULTIMODAL ENHANCEMENTS PROJECT RELATED TO THE CITY INVITATION TO BID (“ITB”) NO. 19-004; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.4 RESOLUTION #2020-059

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING PAYMENT FOR SERVICES PERFORMED BY METRO EXPRESS, INC., RESULTING FROM AN INCREASE IN SERVICE ACTIVITY IN THE CITY OVER THE PAST SIX MONTHS, BY AN ANNUAL AMOUNT NOT TO EXCEED FOURTEEN THOUSAND TWO HUNDRED FORTY ONE DOLLARS AND FORTY SIX CENTS (\$14,241.46); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.5 RESOLUTION #2020-060

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR CONSTRUCTION SERVICES FOR CONCRETE AND ASPHALT REPAIRS AND RECONSTRUCTION WITHIN CITY ROAD RIGHTS-OF-WAY BY METRO EXPRESS, INC. UNDER THE CITY OF MIAMI BEACH INVITATION TO BID NO. ITB 2018-033-ND, VALID THROUGH NOVEMBER 17, 2023, IN AN AMOUNT THAT WILL EXCEED THE ANNUAL VENDOR THRESHOLD AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) EACH YEAR THE CONTRACT IS IN PLACE AND AUTHORIZING SUCH PURCHASES THAT ARE TO BE MADE WITHIN THE DEPARTMENTS’ APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.6 RESOLUTION #2020-061

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT (“ILA”) WITH BROWARD COUNTY RELATING TO COVID-19 EMERGENCY ORDER FUNDING AND ENFORCEMENT OF EMERGENCY ORDERS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

7.8 RESOLUTION #2020-063

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ACCEPT AND EXECUTE A HAZARDOUS MITIGATION GRANT PROGRAM FEDERALLY FUNDED SUB-AWARD AND GRANT AGREEMENT (PROJECT 4337-334-R) BETWEEN THE CITY AND THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT IN AN AMOUNT OF EIGHT HUNDRED TWELVE THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$812,850.00), FOR A WIND RETROFIT IMPROVEMENTS PROJECT AND A NEW GENERATOR FOR FIRE RESCUE STATION NO. 1; ALSO, PROVIDING AUTHORIZATION TO PROCEED WITH

ADVERTISEMENT FOR BIDS FOR PHASE I OF THE PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.9 RESOLUTION #2020-064

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CONDEMNING ALL ACTS OF POLICE BRUTALITY, RACIAL PROFILING AND UNWARRANTED AND EXCESSIVE FORCE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Commissioner James)*

7.10 RESOLUTION #2020-065

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE FINANCE DEPARTMENT TO UTILIZE SOFTWARE HOUSE INTERNATIONAL (SHI) UNDER THE STATE OF FLORIDA CONTRACT NO. 43230000-15-02 AND TO EXCEED THE CITY'S VENDOR ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES THAT ARE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

7.11 RESOLUTION #2020-066

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 FOR "GUARANTEED PARTIAL SERVICE BUILDING CODE SERVICES" TO BE PERFORMED BY THE BROWARD COUNTY PERMITTING, LICENSING AND CONSUMER PROTECTION DIVISION OF THE ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT; WAIVING COMPETITIVE BIDDING AND PROCEEDING WITHOUT ADVERTISEMENT FOR BIDS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

Ordinances (Titles read by City Attorney)

7.12 ORDINANCE #2020-010

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REPEALING ORDINANCE 293 DATED OCTOBER 30, 1952, RELATING TO THE RULES AND REGULATIONS FOR CITY OWNED CEMETERIES AND ORDINANCE 102 DATED AUGUST 24, 1976, RELATING TO AN OBSOLETE FEE SCHEDULE AS WELL AS RULES FOR INSTALLATION AND DISPLAY OF MARKERS FOR CEMETERIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(City Attorney)*

Addendum

7.13 RESOLUTION NO. 2020-067

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, OPPOSING A BROWARD COUNTY CHARTER AMENDMENT TO BE PLACED ON THE NOVEMBER 2020 GENERAL ELECTION BALLOT THAT WOULD ALLOW THE COUNTY TO SUPERSEDE CITY ZONING AND OTHER ORDINANCES WHICH WOULD OTHERWISE BE APPLICABLE TO COUNTY PROJECTS TO BE LOCATED WITHIN MUNICIPALITIES WHICH PROJECTS ARE, IN WHOLE OR IN PART, TO BE FUNDED BY TRANSPORTATION SURTAX FUNDING, ON LANDS OWNED OR LEASED BY THE COUNTY WHICH

LANDS ARE LOCATED WITHIN MUNICIPALITIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

Commissioner James motioned to adopt the Consent Agenda, with the addition of Item #7.13, and with the exception of Item #7.7; seconded by Commissioner Harris. The motion carried unanimously.

7.7 RESOLUTION #2020-062

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE HUMAN RESOURCES AND COMMUNITY DEVELOPMENT DEPARTMENTS FOR SERVICES TO BE PURCHASED FROM PRESTIGE MAINTENANCE & CONTRACTING INC. TO FABRICATE, DELIVER AND INSTALL WELLNESS BARRIERS AND A PROTECTIVE DOOR FOR THE CODE COMPLIANCE DIVISION, AS WELL AS FOR THE PURCHASE OF TEMPER-SURE CAMERAS TO HELP PREVENT THE SPREAD OF COVID-19 FOR FISCAL YEAR 2019-2020 ENDING SEPTEMBER 30, 2020, WHICH MAY EXCEED AN ANNUAL SINGLE VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING FUNDING FOR THE WELLNESS BARRIERS TO BE MADE FROM THE EMERGENCY DISASTER RESERVE ACCOUNT APPROPRIATED TO THE HUMAN RESOURCES ACCOUNT, AND THE PROTECTIVE DOOR PURCHASE, TO BE APPROPRIATED FROM THE CODE COMPLIANCE ACCOUNT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Human Resources)*

City Attorney Ansbro read the title of Resolution #2020-062.

Vice-Mayor Odman noted she had questions regarding what would be ordered, specifically the glass, and asked where it would be set up.

Linda Gonzalez, Director of Human Resources, addressed the thorough walk-through of City facilities in order to ensure there would be social distancing where any employee worked.

Vice-Mayor Odman asked about the Commission Chamber.

Director of Human Resources Gonzalez noted the barriers would be on the sides of the Commissioners.

Vice-Mayor Odman said they do not talk to each other, nor turn to each other. Her concern is before the meetings, people come up and talk to the Commissioners. She is not sure what it will do to have it between the Commissioners.

Director of Human Resources Gonzalez explained the thought at the time, even if you cough or sneeze, you are sitting less than six feet from each other. They measured from where the podium is to the dais and it was six feet; at that time they did not feel the Commission needed glass in front of them. Once the Commission Chamber reopened, six feet distance would be maintained in front of them; the focus was on areas where you could not sit six feet apart.

Vice-Mayor Odman referenced the temperature cameras and questioned the benefits of doing this type of screening; she is not aware of any. She also asked what the benefit is of putting in a large body scanner.

Director of Human Resources Gonzalez noted it is actually not a body scanner but a camera standing on a podium; it has a high level of accuracy and does screen for temperature, but also screens for a mask and does not require someone to be within six feet for a reading.

Vice-Mayor Odman said we do have the security guard there now checking temperatures.

Director of Human Resources Gonzalez said that would not be as accurate. The idea was whether it would be the managers screening employees or the security guard screening visitors and residents, it would now be contactless. This was one of the safest ways possible to avoid any close contact and maintain social distancing.

Vice-Mayor Odman asked how much contactless thermometers cost.

Director of Human Resources Gonzalez stated she would have to check on the cost of the handheld. She asked the vendor for the temperature cameras to look at the competitive prices with this type of camera. The price given was below MRSP for similar type cameras that require annual subscriptions and were much more expensive.

Vice-Mayor Odman thought they were under \$100.00 and questioned the price of the of the temperature cameras.

Director of Human Resources Gonzalez said just under \$3,000.00; the proposal was one for City Hall and one for Public Services.

Vice-Mayor Odman asked what we are going to do with them when they are no longer needed.

Director of Human Resources Gonzalez said it is hard to answer; even if there is a vaccine, she does not see this going away soon and sees an extended time to use.

Captain Pellecer noted no-contact thermometers are \$110.00 each and he was able to get some free ones from the Emergency Operations Center of Broward County.

Vice-Mayor Odman commented she is very interested in protecting our residents and preventing the spread of COVID. She is also concerned with things put in place that may do some good but does not justify the cost. The Department of Health uses the contactless thermometers; she questioned why that is not good enough for us if that is good enough for them. She understands the barriers between Commissioners, but is uncertain about the cameras.

Commissioner James wanted to know with only two scanners, what we are going to do for Parks & Recreation as they would have to be tested more often than anyone. A staff person will have to be there if the temperature comes back high so that proper measures are taken; she questioned what the added cost would be.

Director of Human Resources Gonzalez responded handheld thermometers are throughout the department. High traffic areas considered were Public Services & City Hall. The freestanding

camera actually speaks and will say if someone can enter or not based on their temperature and whether they are wearing a mask; this would not require hiring another person. We could purchase one for Parks & Recreation, but they are expensive so we are trying to put them in place where it makes the most sense due to high traffic, while limiting and maintaining social distancing.

Cody Kiess, Prestige, explained you do not have to be close enough to hear it or see it; you can log in from any computer and access the camera from any web browser, which allows camera monitoring from a distance. As far as long-term usage, functions may be enabled or disabled, allowing you to scan for employee identification to replace the swipe card or used in conjunction with the current swipe cards to open City doors or anything the City allows on that level. He confirmed the cost is \$2,649.00 x 2 cameras, plus the floor stands at \$303.75 each.

Director of Human Resources Gonzalez noted the total price for all departments, with the wellness barriers, cameras and door for Code Compliance is \$30,000.00

Commissioner James stated she wants to have the discussion among the Commissioners as to what they want; she does not know how effective these measures would be.

Director of Human Resources Gonzalez explained the cost of the Chamber is \$2,660.00. During the walkthrough, employees voiced concern of having some other protective measure other than wearing a mask. Employees are in close contact, interacting with the public, so any measure to ensure their safety while at work would be appreciated.

City Manager Garcia said we could do as much or as little, and allow the Commission to decide what measures are taken; we will follow The Commission's direction then move forward.

Commissioner James questioned the ventilation system, as we have had mold, and if it has anything to do with the technology and providing accurate results.

Director of Public Services Rodriguez responded that currently we have no plans to change the HVAC system in our buildings. He has not seen anything from his peers and is not aware of any synergy with COVID, but he can look into it. The ventilation system does not have anything to do with the impact or prevention of the virus.

Commissioner Brandimarte commented the Commission needed to be protected from the public, not from each other. She is afraid of the people in front of her; we need to have the glass in front of the Commission.

City Manager Garcia noted we can clearly shift having dividers between us and instead in front of us.

Commissioner Brandimarte stated we need bulletproof glass; staff should price out one continuous piece of glass.

Assistant City Manager Sosa-Cruz noted one item not addressed from the security assessment was a bullet proof glass in front of the dais, so perhaps we should do further research on doing a plexiglass.

City Manager Garcia recommended pulling this item to obtain more information in order to look at this more holistically. Staff will come back with a quote for the bulletproof glass for the Chamber, thermometer protocol with a staff member, compare the cost and investment, and come full circle with this item at the next Commission meeting.

City Manager Garcia withdrew the item.

8. Bids and Requests for Proposals

There were no proposals on this agenda.

9. Public Hearings and Site Plans

There were no public hearings on this agenda.

10. Discussion and Possible Action

10.1 Proposed County Charter amendment - Mayor Lewellen

Mayor Lewellen noted this is a moot item since Consent Agenda item 7.13 was adopted.

10.2 COVID 19 update - Vice-Mayor Odman

Vice-Mayor Odman spoke of the walk-through of City facilities last week; she felt it was well done and that a lot of thought had gone into it. She sat in on a call with Mayor Holness and hospital districts: Memorial, Broward Health, and Cleveland Clinic. She would bet that the number of reported cases is higher, and felt it is very important to get as many people tested as possible. She wants Commissioners to do videos and we should do everything we can to get the word out on the testing. On the call with the hospital districts, they talked about what we cannot control and what we can control which is what we do here.

Vice-Mayor Odman noted in two days, Dania Beach went up 13.5%. Her guess is the numbers will keep trending upward. Another thing talked about is these are younger patients; those children come home to their parents and grandparents and that is a big factor because that can increase the mortality rate. She noted the mutation of the virus and it is somehow becoming weaker and less deadly. Dr. Katz talked about this; it has mutated about 18 times, which does not mean it is any less deadly or virulent, but it does mean it is staying around longer. There is a correlation in seeing the virus get weaker. The most effective things we could do right now, although summer camps are cancelled, is getting the compliance hotline going again. It is

important residents have a number that they can call, which is 311, although 311 does not work out west; beyond having a number all residents can call, we should stay vigilant and tighten our game back up.

Commissioner Brandimarte noted the virus is amazing because it can mutate; she will be shocked if they ever find a vaccine for it. When you invest in things for the Commission, you are investing in yourselves.

Mayor Lewellen noted the numbers come from the Health Department and they come from only zip code 33004. She felt the numbers are off, but does not know what they would be.

Vice-Mayor Odman said we are tracking the three other zip codes: 33312, 33314, and 33316.

10.3 Police reform - Commissioner James

Commissioner James said a week ago she requested that the City Manager ask the Commission to bring suggestions regarding what we could do in Dania Beach to try to make positive changes to effect fewer arrests and ease police tensions.

Mayor Lewellen noted she spoke to the City Manager about doing something locally such as the youth advisory board and the police department working on a community liaison type of scenario.

City Manager Garcia said she did a lot of research and in the call with Representative Jenne, she submitted a list of things to him regarding no-knock raids, search and seizures, discussions on recruitment, and mental health. The Mayor has the list and we can provide that to everybody.

Mayor Lewellen noted the list is what she was reading from earlier during her presentation.

Commissioner Brandimarte commented the Mayor hit the nail on the head regarding a Civilian Review Board. There should be two members from Dania Beach and two from every community for representation.

Commissioner James said if the Commission has ideas they want to include, they should let her know. She will work with City Manager Garcia and Captain Marks on an item to bring back to vote on. She confirmed this would be only for Dania Beach; we have a contract with BSO that ties our hand but as the contract holders, the contract needs to be looked at to know what we can and cannot change. She did not want to use the term defunding as we need our police service, but we need to change policies that are not working in our best interest.

Commissioner Harris commented when we come up with our individual list, we could submit it to the County and then have one big comprehensive list that adds to the County efforts and compare that with what is being done on a national level. He agreed with the Civilian Review Board suggestion.

Commissioner Brandimarte noted she would rather wait for what the Mayor is going to find out from Sheriff Tony; she wants some guidance to see how far we can go.

Commissioner James said she intends to work with the City Manager and Captain Marks so we will know what we are allowed and not allowed to do. Other cities are not waiting to see what the legislature is doing; they are making their own rules. Necessary conversations are needed so we are not ill advised. She noted she was speaking more of the no-knock raids or mandating commands before the pulling out of a service pistol. There are policy changes that can help with arrests; many cities have a ban on chokeholds and other holds or restraints that restrict airways.

Commissioner Brandimarte commented she is not qualified on this and wants direction.

Commissioner Harris stated we could come up with our own lists and through the League of Cities initiatives, push to get good legislative action.

Mayor Lewellen said she has an email from Sheriff Tony on things they are already doing; she will give it to the City Manager to distribute to the Commissioners.

City Manager Garcia noted she also discussed with Commissioner James investment and engagement in Police Athletic Leagues.

Commissioner Brandimarte said PAL would not be feasible as it is too much money.

Commissioner James noted she spoke to the City Manager about creating a PAL when she was first elected, and was told it was too expensive. She is open to any suggestion that is feasible.

City Manager Garcia said we could look into DOJ for funding. If we do not invest in our youth, it will hurt us; she wants to look at all the possibilities.

Addendum

10.4 Proclamation Policy - Mayor Lewellen

Mayor Lewellen said we had consensus on a policy, but last week an exception was made to the policy. She suggested we could pull back on the proclamation policy and do it the way it was done before, and asked if there was a consensus to take out the section of the ceremonial items policy regarding proclamations.

City Attorney Ansbro clarified the policy is written in such a way that it recognizes certain causes, events and categories. A request form has be used and has to come before the Commission.

Commissioner James stated the Commission has not utilized the form, not only last week, but this part of the policy has been isolated.

Mayor Lewellen said if we are not using the policy, we should not have it. It was never abused in the past, and she suggests taking the proclamation portion out.

City Attorney Ansbro explained he would take the proclamation portion out, and the policy would basically address the keys.

Vice-Mayor Odman noted she would defer to the other Commissioners, as she does not know what the issue is. She asked Commissioner James if it is prudent to keep the policy in place, whether it helps the Commission guide decisions for proclamations or if it was easier the old way when we had no policy.

Commissioner James responded yes, we need a policy. She had requested something be put in place to protect her, the other Commissioners, or anyone who asks for a proclamation. She cannot control enforcement, and it has only come up now because she asked for a proclamation last week; exceptions were made in the past.

Mayor Lewellen said the problem arose over a key, not a proclamation issue. If you have a policy, you either enforce it in full with no exceptions or do away with it. She would rather not have the policy for proclamations; we can still have a policy for the keys to the City that still addresses issues. We do not need a proclamation policy in place if exceptions are going to be asked for all the time.

Mayor Lewellen asked if the Commission would object to removing the policy.

Vice-Mayor Odman said we should keep the policy as it is. She added Commissioner James heard what Mayor Lewellen said about respecting the policy by not continuously asking for exceptions.

Mayor Lewellen asked that there be no exceptions made.

The Commission consensus was to keep the policy in place.

11. Commission Comments

11.1 Commissioner Brandimarte

Commissioner Brandimarte spoke of her upcoming trip out of the state.

11.2 Commissioner Harris

Commissioner Harris noted the CARES Act funding for the cities passed unanimously by the County Commission; through the task force, they were able to get a percentage back to the cities. Some of our revenue streams have been affected, and the CARES act funding will help mitigate that.

Commissioner Harris noted he was elected to the MPO Board.

Commissioner Harris emphasized the need for the strategic plan moving forward with the budget; it is imperative that we relate some the expenditures that we do not know about with COVID to the CARES Act.

11.3 Commissioner James

Commissioner James thanked BSO for closing roads and ensuring public safety during the protest. She was pleased with the marchers and how they conducted themselves, and is planning stakeholder meetings for the community.

Commissioner James spoke of the recent South Broward High School graduation.

Commissioner James expressed concern about a letter she received anonymously that had serious allegations, and wanted to do her due diligence; she is asking for an independent investigation into the Human Resources Department. The responsibility of the Commission is to ensure we are doing our jobs looking into these matters. She said she had previously spoken to the City Attorney and City Manager and is asking for an independent investigation.

City Attorney Ansbro responded if there were a consensus to do so, we would select one of the outside counsel firms the City uses to conduct an independent investigation of the allegations. An allocation for legal expenses would be sought after.

Commissioner James asked if there was a consensus.

Discussion ensued.

Vice-Mayor Odman felt it was appropriate to hand this off to someone else and said okay to an independent investigation.

Commissioner Brandimarte said if someone sent her something that she felt needed to go a little bit further, she would, and agreed with an outside investigator.

Commissioner Harris said he also has received those disgusting anonymous letters. The anonymity decreases the validity of the complaint; however, an outside investigation is probably the way to go.

Mayor Lewellen noted she is not comfortable with doing an outside investigation without knowing the cost.

Commissioner James stated she had a consensus.

Adam Steinberg, Attorney, noted he represents the HR Director and encouraged holding a discussion with the City Attorney and Commissioner James to ask certain questions of his client; the City could avoid the expense of an investigation.

City Attorney Ansbro recommended getting an external investigator and capping it at \$10,000.00.

Further discussion ensued regarding the hiring process for the HR Director.

11.4 Vice-Mayor Odman

Vice-Mayor Odman had no comments.

11.5 Mayor Lewellen

Mayor Lewellen spoke of the CARES Act and the County Commission success. She is part of the task force that got this done for the cities who were not allocated funds directly from the federal government. The funds were allocated to the County for expenditures related to COVID.

Mayor Lewellen also spoke of the graduation event held at Dania Pointe.

Mayor Lewellen noted the Chamber of Commerce is doing an online hurricane preparation seminar on Thursday.

Mayor Lewellen also noted the County Mayor is doing a press conference tomorrow regarding the increase in COVID numbers; there will likely be more restrictive enforcement.

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 reported on the COVID-19 testing underway at City Hall and noted we are still trying to get the testing extended to the west side at PJ Meli Park.

13.2 City Attorney

City Attorney Ansbro noted the Governor has extended the exception to the sunshine law; we have until August 1st to hold virtual meetings and cities will likely request it be extended again.

13.3 City Clerk - Reminders

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

CRA Board Meeting

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

City Commission Meeting

14. Adjournment

Mayor Lewellen adjourned the meeting at 11:05 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)

ADOPT RESOLUTION AUTHORIZING AN APPROPRIATION OF FUNDS RELATING TO BUILDING CODE SERVICES PERFORMED BY BROWARD COUNTY PERMITTING, LICENSING, AND CONSUMER PROTECTION DIVISION OF THE ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT UNTIL THE END OF THE FISCAL YEAR 2019-2020; INCREASING THE AMOUNT FROM EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$850,000.00) TO AN ESTIMATED AMOUNT OF ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$1,250,000.00)

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

memo BC add funding 2020, R-2020- BC Building Code Services Increase in Funding



CITY OF DANIA BEACH

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: July 28, 2020

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, Assistant City Manager
Candido Sosa-Cruz

BY: Eleanor Norena, CFM, Community Development Director
Eleanor Norena

SUBJECT: **Approval of additional funding appropriation for Building Code Services provided by Broward County Permitting, Licensing and Consumer Protection Division for the remaining 2019-2020 fiscal year.**

Request

The Community Development Department is requesting additional funding for expenditures from Broward County Permitting, Licensing and Consumer Protection Division for Building Code Services for the remainder for the 2019/2020 fiscal year.

Background

The building division continue to provide roughly 100 inspections and issues about 12 permits per day. The division is currently accepting electronic permit submittal and we also provide a drop box located at the front of City Hall for hard copy submittals. It is anticipated that the workload for the department will maintain steady through the remaining fiscal year.

	<u>*FY 19/20</u>
Permits issued:	1,881
Inspections performed:	21,056
CO's issued:	89
Revenue collected:	\$3.1M
	(*up to June 2020)

The Department is currently evaluating the staffing needs from its contracted vendors to ensure we are not overspending for our building code services. Staff is working closely with the Finance Director and Administration during the recent budget process assessing these expenditures.

Budgetary Impact

The Community Development Department is requesting an increase to the current purchase order #20-127 in the amount of an additional Four Hundred Thousand Dollars (\$400,000) to cover the anticipated expenditures from Broward County Permitting, Licensing and Consumer Protection Division for the remainder of fiscal year 2019-2020.

The additional funding for these services will require budget transfer and purchase order increase from Building Fund Reserve Account 107-271-00-00 to the Professional Services Account 107-15-02-524-31-10 in the amount of \$400,000.

Recommendation

Approve resolution for additional funding.

RESOLUTION NO. 2020-068

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN APPROPRIATION OF FUNDS RELATING TO BUILDING CODE SERVICES PERFORMED BY BROWARD COUNTY PERMITTING, LICENSING, AND CONSUMER PROTECTION DIVISION OF THE ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT UNTIL THE END OF THE FISCAL YEAR 2019-2020; INCREASING THE AMOUNT FROM EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$850,000.00) TO AN ESTIMATED AMOUNT OF ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$1,250,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 25, 2018 the City Commission approved Ordinance No. 2018-021 for Broward County Permitting, Licensing, and Consumer Protection Division of the Environmental Protection and Growth Management Department to authorize an expenditure of City funds exceeding One Million Dollars (\$1,000,000.00) pursuant to a City Charter provision, with expenditures being subject to and made within the Building Fund approved level of annual budget appropriations; and

WHEREAS, the City of Dania Beach currently has an agreement with Broward County Permitting, Licensing, and Consumer Protection Division of the Environmental Protection and Growth Management Department dated August 26, 2017 through September 30, 2020; and

WHEREAS, due to the increased development within the City, the volume of related review and inspection services are estimated to exceed the current annual budget appropriations;

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

Section 1. That the above “Whereas” clauses are approved and incorporated into this Resolution by this reference.

Section 2. That the City Commission approves an additional Four Hundred Thousand Dollars (\$400,000.00) in appropriations and expenditures incurred by Community Development for building code services from Broward County Permitting, Licensing, and Consumer Protection Division of the Environmental Protection and Growth Management Department during fiscal year 2019-2020, bringing the total estimated appropriations for Broward County to One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00).

Section 3. That initial funding for the Community Development Department on Purchase Order Number 2019-115 issued on December 4, 2018 in the amount of Eight Hundred Fifty Thousand Dollars (\$850,000.00) was already authorized and shall now be amended and increased by an amount of Four Hundred Thousand Dollars (\$400,000.00), resulting in a total current approved purchase amount not to exceed One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) for Broward County Permitting, Licensing and Consumer Protection Division of the Environmental Protection and Growth Management Department for services provided to the Community Development Department.

Section 4. That this additional Four Hundred Thousand Dollars (\$400,000.00) shall be appropriated from Building Fund Reserve Account Number 107-271-00-00.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall become effective upon its passage and adoption.

PASSED and ADOPTED on July 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

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING AN APPROPRIATION OF FUNDS RELATING TO BUILDING CODE SERVICES PERFORMED BY C.A.P. GOVERNMENT INC. UNTIL THE END OF THE FISCAL YEAR 2019-2020; INCREASING THE AMOUNT FROM ONE MILLION DOLLARS (\$1,000,000.00) TO AN ESTIMATED AMOUNT OF ONE MILLION SIX HUNDRED THOUSAND DOLLARS (\$1,600,000.00)

Purchasing Requests ONLY

Dept:

Acct #:

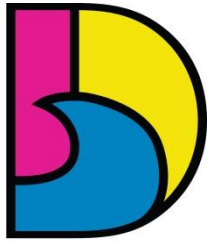
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

memo CAP add funding 2020, R-2020- C.A.P. Government Additional Funding for Building Code Services



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

DATE: July 28, 2020

TO: Honorable Mayor and Commissioners

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

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: 2020.07.22 12:49:51 -0400

BY: Eleanor Norena, CFM, Community Development Director Eleanor Norena
Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o=City
of Dania Beach, ou=Community
Development,
email=enorena@daniabeachfl.gov, c=US
Date: 2020.07.22 10:48:46 -0400

SUBJECT: **Approval of additional funding appropriation for Building Code Services provided by CAP Government Inc. for the remaining 2019-2020 fiscal year.**

Request

The Community Development Department is requesting additional funding for expenditures from CAP Government Inc. for Building Code Services for the remainder for the 2019/2020 fiscal year.

Background

The building permitting plan review and inspection services provided by the Community Development Department have increased in recent years. It is anticipated that the workload for the department will maintain steady through the remaining fiscal year.

	<u>*FY 19/20</u>
Permits issued:	1,881
Inspections performed:	21,056
CO's issued:	89
Revenue collected:	\$3.1M
	(*up to June 2020)

The Department is offering additional building code services such as; the Special Permitting Office, Electronic Plan Review and same day inspection requests. These additional services help expedite the larger commercial projects through the permitting process without effecting the review time for the smaller residential permit submittals. A few projects currently being processed through the Special Permitting Office are Dania Pointe, Stirling Apartments, Dania Oaks Townhomes and Florida Park Residence. The Special Permitting Office collects an additional priority permitting fee to offset the cost to the department for these expedited services.

Staff is working closely with the Finance Director and Administration during the recent budget process assessing these expenditures and estimating the amount allocated for next fiscal year.

Budgetary Impact

The Community Development Department is requesting an increase to the current purchase order #20-128 for CAP Government Inc. in the amount of an additional Six Hundred Thousand Dollars (\$600,000) to cover the anticipated expenditures for the remainder fiscal year 2019-2020.

The additional funding for these services will require budget transfer and purchase order increase from Building Fund Reserve Account 107-271-00-00 to the Professional Services Account 107-15-02-524-31-10 in the amount of \$600,000.

Recommendation

Approve resolution for additional funding.

RESOLUTION NO. 2020-069

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN APPROPRIATION OF FUNDS RELATING TO BUILDING CODE SERVICES PERFORMED BY C.A.P. GOVERNMENT INC. UNTIL THE END OF THE FISCAL YEAR 2019-2020; INCREASING THE AMOUNT FROM ONE MILLION DOLLARS (\$1,000,000.00) TO AN ESTIMATED AMOUNT OF ONE MILLION SIX HUNDRED THOUSAND DOLLARS (\$1,600,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 10, 2019, the City Commission approved Ordinance No. 2019-013 for building code services to be rendered to the City by C.A.P. Government Inc. (“CAP”) to authorize an expenditure of City funds exceeding One Million Dollars (\$1,000,000.00) pursuant to a City Charter provision with expenditures being subject to and made within the Building Fund approved level of annual budget appropriations; and

WHEREAS, the City of Dania Beach currently has an agreement with CAP dated June 16, 2020 through September 30, 2023; and

WHEREAS, due to the steady progression of development within the City, the volume of related plan review and inspection services is estimated to exceed the current annual budget appropriations.

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

Section 1. That the above “Whereas” clauses are approved and incorporated into this Resolution by this reference.

Section 2. That the City Commission approves an additional Six Hundred Thousand Dollars (\$600,000.00) in appropriations and expenditures incurred by Community Development for building code services from CAP during fiscal year 2019-2020, bringing the total estimated appropriations for CAP by the Community Development Department to One Million Six Hundred Thousand Dollars (\$1,600,000.00).

Section 3. That initial funding for the Community Development Department on Purchase Order No. 2020-0127 issued on November 11, 2019 in the amount of One Million Dollars (\$1,000,000.00) was previously authorized and shall now be amended and increased by an amount of Six Hundred Thousand Dollars (\$600,000.00), resulting in a total currently

approved purchase amount of One Million Six Hundred Thousand Dollars (\$1,600,000.00) to CAP for services provided to the Community Development Department.

Section 4. That this additional Six Hundred Thousand Dollars (\$600,000.00) shall be appropriated from Building Fund Reserve Account Number 107-271-00-00.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall become effective upon its passage and adoption.

PASSED and ADOPTED on July 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

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, ACCEPTING A CONVEYANCE OF UTILITY IMPROVEMENTS KNOWN AS “DANIA POINTE LIFT STATION NO. 2” BY MEANS OF A QUIT CLAIM DEED AND ABSOLUTE BILL OF SALE, FROM DANIA LIVE 1748, LLC, A DELAWARE LIMITED LIABILITY COMPANY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-1748-DaniaPointe-QuitClaimDeed-7-22-2020, R-2020- Dania Live 1748 Quit Claim Deed and Absolute Bill of Sale for Conveyance of Dania Pointe Lift Station No. 2, 1748-Agreement to Convey Sewer Lift Station.pdf, 1748-Dania Pointe - Lift Station Exhibit A.pdf, 1748-Quit Claim Deed Exhibit B, 1748-Absolute Bill of Sale-Exhibit C



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: July 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

RE: Conveyance to City of Dania Pointe Lift Station No. 2

Request

City administration is requesting the City Commission to adopt a resolution authorizing the conveyance of the deed of the land and Dania Live 1748's Lift Station No. 2.

Background

As part of the developer's agreement, Dania Live 1748, LLC has constructed and commissioned the Dania Pointe Lift Station No. 2 at developer's expense. The project was constructed as designed using the Broward County's specifications and with conformity from the City's Public Services Department (PSD). The PSD has thoroughly reviewed all the technical and operational aspects of the said facility. The project was approved on July 3, 2020.

A deed granting the site to the City and "Bill of Sale" conveying all of the improvements has been signed by the developer.

Budgetary Impact

There is no financial impact to the City of Dania Beach for accepting the deed of the land and the lift station. However, as this lift station will become property of the City's sewer utility enterprise, and therefore, the City will be required to assume financial and operational responsibility for all future monitoring, maintenance, and repairs.

Recommendation

City administration recommends approval of the resolution conveying the deed of the land and Dania Live, 1748 LLC's Lift Station No. 2.

RESOLUTION NO. 2020-070

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ACCEPTING A CONVEYANCE OF UTILITY IMPROVEMENTS KNOWN AS “DANIA POINTE LIFT STATION NO. 2” BY MEANS OF A QUIT CLAIM DEED AND ABSOLUTE BILL OF SALE, FROM DANIA LIVE 1748, LLC, A DELAWARE LIMITED LIABILITY COMPANY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Dania Live 1748, LLC (“Grantor”) owns and operates certain utility improvements within the area of the Dania Pointe Project, known as the Dania Pointe Lift Station No. 2 (the “Lift Station”) and appurtenances to it comprising certain wastewater collection and transmission facilities (the Facilities) located in the City of Dania Beach, Florida (the “City”); and

WHEREAS, the Lift Station and the Facilities currently provide wastewater collection and transmission services to private properties located in the area, including the properties identified on the attached Exhibit “A” (the Serviced Properties); and

WHEREAS, the City has determined that it is in the best interest of its citizens and residents for the City to own and operate the Lift Station and the Facilities as part of the City’s wastewater collection and transmission system; and

WHEREAS, upon the adoption of this Resolution, the City and the Grantor will enter into an Agreement to Convey the Sewer Lift Station, pursuant to which Grantor will convey by Quit Claim Deed its interest in the Lift Station, and the property upon which it is located, and execute an Absolute Bill of Sale for the Lift Station and wastewater collection and transmission appurtenances in favor of the City; and

WHEREAS, Grantor will grant such necessary access easements to the City through its property connecting the Lift Station and Facilities to the wastewater facilities of the Serviced Properties; and

WHEREAS, upon the conveyance of the Lift Station, the sale of the Facilities and grant of the access easements described in the Resolution and execution of the necessary documents referred to below, the City will provide access and connection to the Serviced Properties for transmission of wastewater through the Facilities and Lift Station; and

WHEREAS, upon conveyance of the Lift Station and the Facilities, the City will be assume financial and operational responsibility for all future monitoring, maintenance, and repairs;

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

Section 1. That the foregoing recitals are true and correct and by this reference are incorporated into and form a material part of this Resolution.

Section 2. That the proper City Officials are authorized to accept ownership of the Lift Station, by means of a Quit Claim Deed and Absolute Bill of Sale for all Facilities associated within the Lift Station, to be conveyed to the City by the Grantor, a Delaware limited liability company; a copy of the Quit Claim Deed is attached as Exhibit “B” and copy of the Absolute Bill of Sale is attached as Exhibit “C” and they both made a part of this Resolution.

Section 3. The City Manager and City Attorney are authorized to make minor revisions to Exhibits “A”, “B”, and “C” and related documents as may be deemed necessary and proper for the best interest of the City and proper City Officials are authorized to do all things necessary and expedient in order to carry out the intensions of this Resolution.

Section 4. That the Quit Claim Deed and necessary access easements shall be recorded in the Public Records of Broward County, Florida; the cost of recording shall be paid by Grantor and the actual recording shall be performed by the City.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on July 28, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

AGREEMENT TO CONVEY SEWER LIFT STATION

THIS AGREEMENT is entered into this ____ day of _____, 2020 by and between **DANIA LIVE 1748, LLC, a Delaware limited liability company** (hereinafter referred to as "DANIA LIVE") and the **CITY OF DANIA BEACH, a Florida municipal corporation**, organized and existing under the laws of the State of Florida ("City")

RECITALS:

WHEREAS, DANIA LIVE is the owner of that certain sewer lift station known as Lift Station #1 in the city of Dania Beach, Florida (hereinafter "Lift Station") located within that certain real property described in Exhibit "A" hereto; and

WHEREAS, DANIA LIVE wishes to convey said Lift Station by Quit Claim Deed to the City; and

WHEREAS, City wishes to accept said conveyance and the obligations associated therewith; and

WHEREAS, DANIA LIVE and City wish to memorialize this understanding in writing.

NOW, THEREFORE, for good and adequate consideration receipt of which is hereby acknowledged the parties agree as follows:

1. The above recitations are true and correct.
2. DANIA LIVE shall convey to City the Lift Station.
3. Said conveyance shall be by Quit Claim Deed in the form attached hereto as Exhibit "B" and by Absolute Bill of Sale in the form attached hereto as Exhibit "C".
4. The Lift Station shall be conveyed to the City for the sum of ten and no/100 (\$10.00), free and clear of all mortgage encumbrances, and only minimal documentary stamps shall be paid.
5. City shall accept said conveyance and the obligations associated therewith, including any maintenance obligations previously undertaken by DANIA LIVE.
6. City and DANIA LIVE may also enter into other mutually agreeable easements for access and maintenance of and to said Lift Station.
7. This Agreement shall constitute the entire agreement between the parties regarding the subject matter of this transaction and may be amended only by a written agreement executed by each of the parties hereto.

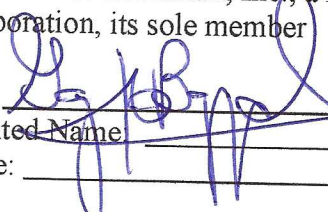
IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first written above.

9/17 DANIA LIVE 1748, LLC, a Delaware limited liability company

By: Dania Live JC, LLC, a Delaware limited liability company, its manager

By: Kim Dania Manager, LLC, a Delaware limited liability company, its manager

By: Kimco PK Retail, Inc., a Delaware corporation, its sole member

By: 

Printed Name: _____

Title: _____

GARY J. BAZYPOLO
VICE PRESIDENT

CITY OF DANIA BEACH, a Florida municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED AS TO FORM AND SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY
OF DANIA BEACH ONLY

By: _____

Printed Name: _____
City Clerk

By: _____

Printed Name: _____
City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION
(See attached Sketch and Legal)

EXHIBIT "B"

Prepared By:
Mark J. Lynn, Esq.
Greenspoon Marder LLP
200 East Broward Blvd, Suite 1800
Ft. Lauderdale, FL 33301

Property Appraiser's Parcel
Identifying No.: _____

QUIT CLAIM DEED

This Quit Claim Deed is made this ____ day of _____, 2020, between **DANIA LIVE 1748, LLC, a Delaware limited liability company**, whose address is 500 North Broadway, Suite 201, Jericho, New York 11753, hereinafter called the "Grantor", and **CITY OF DANIA BEACH, a Florida municipal corporation organized and existing under the laws of the State of Florida**, which as a post office address of 100 W. Dania Beach Boulevard, Dania Beach, FL 33004, hereinafter called the Grantee *(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)*

Witnesseth, that said Grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said Grantee, and Grantee's heirs and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to the following described land, situate, lying and being in Broward County, Florida, to-wit:

(SEE EXHIBIT "A" ATTACHED HERETO)

Preparation of deed only, without title examination.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantors, either in law or equity, for the use, benefit and profit of the said Grantee forever.

IN WITNESS WHEREOF, the Grantor has caused this Quit Claim Deed to be executed the day and year first above written.

Signed, sealed and delivered
in our presence:

DANIA LIVE 1748, LLC, a Delaware limited
liability company

By: Dania Live JV, LLC, a Delaware limited
Liability company, its manager

By: Kim Dania Manager, LLC, a Delaware limited
liability company, its manager

By: Kimco PL Retail, Inc., a Delaware
corporation, its sole member

Name: _____
(type or print)

Name: _____
Title: _____

Name: _____
(type or print)

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by _____, as _____ of KIMCO PL RETAIL, INC., a Delaware corporation, as sole member of KIM DANIA MANAGER, LLC, a Delaware limited liability company, as manager of DANIA LIVE JV, LLC, a Delaware limited liability company, as manager of DANIA LIVE 1748, LLC, a Delaware limited liability company, freely and voluntarily under authority duly vested in him by said company, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2020.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

EXHIBIT "C"

ABSOLUTE BILL OF SALE

FOR TEN DOLLARS (\$10) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, **DANIA LIVE 1748, LLC, a Delaware limited liability company** ("***Seller***") grants, bargains, sells, transfers and delivers to the **CITY OF DANIA BEACH, a Florida municipal corporation organized and existing under the laws of the State of Florida** ("***Buyer***"), the following property (the "***Property***"), to have and to hold forever.

ALL EXISTING COMPONENTS OF LIFT STATION #1 LOCATED IN THE CITY OF DANIA BEACH, FLORIDA

Seller represents and warrants to Buyer and Buyer's successors and assigns, that (a) Seller is the lawful owner of the Property; (b) Seller has all right and power to sell the Property; (c) the Property is free and clear of all liens and encumbrances of any kind, and (d) Seller will defend the sale of the Property to Buyer hereunder against the lawful claims and demands of all persons.

Signed, sealed and delivered
in our presence:

DANIA LIVE 1748, LLC, a Delaware limited
liability company

By: Dania Live JV, LLC, a Delaware limited
Liability company, its manager

By: Kim Dania Manager, LLC, a Delaware limited
liability company, its manager

By: Kimco PL Retail, Inc., a Delaware
corporation, its sole member

Name: _____
(type or print)

Name: _____
Title: _____

Name: _____
(type or print)

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by _____, as _____ of KIMCO PL RETAIL, INC., a Delaware corporation, as sole member of KIM DANIA MANAGER, LLC, a Delaware limited liability company, as manager of DANIA LIVE JV, LLC, a Delaware limited liability company, as manager of DANIA LIVE 1748, LLC, a Delaware limited liability company, freely and voluntarily under authority duly vested in him by said company, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2020.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

EXHIBIT "A"

A PARCEL OF LAND BEING A PORTION OF LOTS 7, 8, 9, 10, 11 AND 12, BLOCK 1, DOUGLAS HILL PLAT, RECORDED IN PLAT BOOK 12, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING SITUATE WITHIN THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER (S.W. 1/4);

THENCE S.87°34'45" W., ALONG THE SOUTH LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4), A DISTANCE OF 45.32 FEET;

THENCE N.01°41'47"W., A DISTANCE OF 67.31 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE CONTINUE N.01°41'47"W., A DISTANCE OF 94.25 FEET;

THENCE N.04°39'23"E., A DISTANCE OF 183.65 FEET, TO THE NORTHEAST CORNER OF SAID LOT 7;

THENCE S.87°20'48"W., ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 43.23 FEET;

THENCE S.01°28'55"E., A DISTANCE OF 73.78 FEET;

THENCE S.10°57'32"W., A DISTANCE OF 51.20 FEET;

THENCE S.01°29'55"E., A DISTANCE OF 115.10 FEET TO A POINT ON THE ARC OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 18°44'13", A RADIUS OF 41.00 FEET, FOR AN ARC DISTANCE OF 13.41 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE S.46°32'03"W., A DISTANCE OF 12.76 FEET;

THENCE S.01°28'55"E., A DISTANCE OF 6.92 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S.47°09'28"E.;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 20°25'04", A RADIUS OF 41.00 FEET, FOR AN ARC DISTANCE OF 14.61 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S.03°49'37"W.;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 01°23'32", A RADIUS OF 2245.34 FEET, FOR AN ARC DISTANCE OF 54.56 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE N.42°57'37"E., A DISTANCE OF 5.99 FEET, TO THE POINT OF BEGINNING;

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 0.25 ACRES (10,715 SQUARE FEET), MORE OR LESS.

PARAMOUNT TITLE SERVICES, INC.
7501 W. OAKLAND PARK BOULEVARD, SUITE 303-East
FORT LAUDERDALE, FLORIDA 33319
Search No.: 18-822-2

AND

A PARCEL OF LAND BEING A PORTION OF LOTS 1 THROUGH 6, BLOCK 1, DOUGLAS HILL PLAT, RECORDED IN PLAT BOOK 12, PAGE 45, AND A PORTION OF S.W. 1ST STREET ABANDONED BY RESOLUTION OF THE BROWARD COUNTY BOARD OF COMMISSIONERS BY RESOLUTION NO. 1999-802, RECORDED IN OFFICIAL RECORDS BOOK 29499, PAGE 803, ALL OF THE ABOVE BEING RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL SITUATE WITHIN THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER (S.W. 1/4);

THENCE S.87°34'45"W., ALONG THE SOUTH LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4), A DISTANCE OF 45.32 FEET;

THENCE N.01°41'47"W., A DISTANCE OF 67.31 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST 18th AVENUE;

THENCE CONTINUE N.01°41'47"W. ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 94.25 FEET;

THENCE N.04°39'23"E., A DISTANCE OF 183.65 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND, SAID POINT BEING ON THE SOUTHWEST CORNER OF LOT 6 OF SAID BLOCK 1;

THENCE N.01°41'47"W., ALONG THE EAST LINE OF SAID BLOCK 1 AND SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 324.88 FEET TO A POINT ON THE MOST NORTHERLY SOUTH LINE OF PARCEL A, OF DANIA POINTE, RECORDED IN PLAT BOOK 183, PAGES 91 THRU 99 OF SAID PUBLIC RECORDS;

THENCE S.87°32'08"W., ALONG SAID SOUTH LINE, AND THE SOUTH LINE OF PARCEL "A" OF DUKE & DUKE SUBDIVISION, RECORDED IN PLAT BOOK 124, PAGE 48 OF SAID PUBLIC RECORDS, A DISTANCE OF 26.40 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S.77°23'31"E. INTO THE RADIUS POINT;

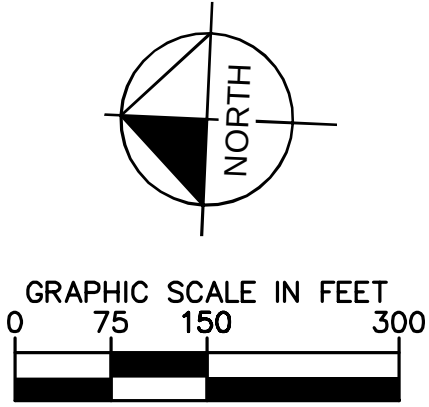
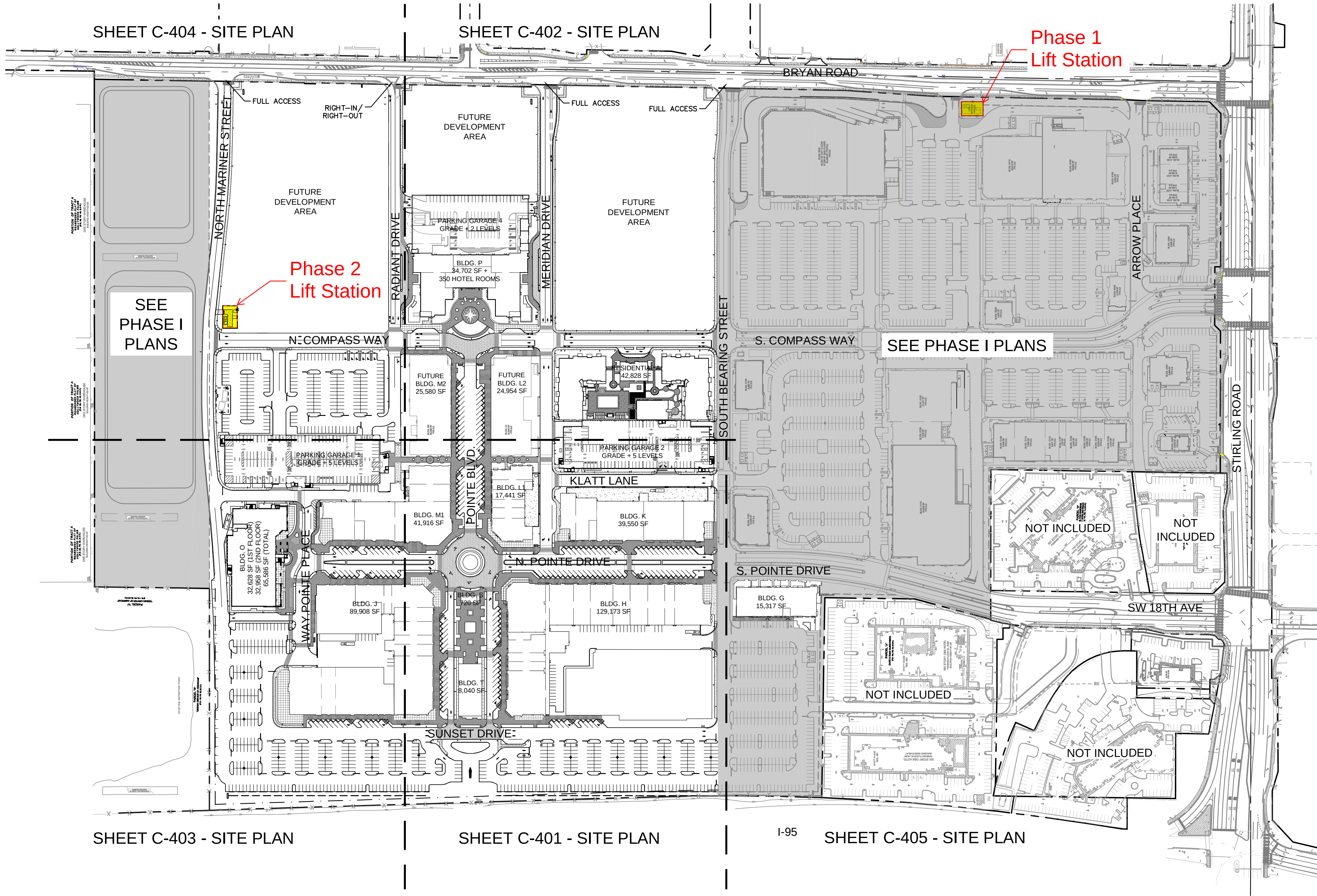
THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 14°03'24" AND A RADIUS OF 515.08 FEET FOR AN ARC DISTANCE OF 126.37 FEET TO A POINT OF TANGENCY;

THENCE S.01°26'55"E., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 200.14 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 6;

THENCE N.87°26'49"E., ALONG SAID SOUTH LINE, A DISTANCE OF 43.23 FEET TO THE POINT OF BEGINNING;

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 0.30 ACRES (13,179 SQUARE FEET), MORE OR LESS.

Plotted By: Meeks, Liz Sheet Set: Dania Pointe Phase II Layout: C-400 Overall Site Plan March 15, 2019 07:44:37am K:\VRB_LDEV\14737007-dania boomers\CAD\plansheets\PHASE 2\C-400 OVERALL SITE PLAN.dwg This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



SITE DATA			
LOCATION:			
ADDRESS:			
EXISTING ZONING:			
LAND USE:			
GROSS SITE AREA:			
NET SITE AREA:			
MAX. BUILDING HEIGHT			
BUILDING G			
BUILDING H100-180			
BUILDING J105-162			
BUILDING K100-115			
BUILDING L100-115			
BUILDING L120-150 (FUTURE)			
BUILDING M100-115			
BUILDING M120-150 (FUTURE)			
BUILDING O100-110			
BUILDING P			
BUILDING S100			
BUILDING T100			
RESIDENTIAL A			
PARKING DECK 1			
PARKING DECK 2			
MIN. LOT AREA, DEPTH, WIDTH:			
PUBLIC PLAZA SPACE (DDG SEC (6)(C)): 49,250 SF			
OPEN SPACE AREA PHASE I AND II (5% MIN. PER DDG SEC(4)(6)): 1,022,183 SF (23.47 AC) = 23.00%			
LOT COVERAGE (PHASE I)			
BUILDING AREA			
IMPERVIOUS AREA			
PERVIOUS AREA			
POND AREA			
LOT COVERAGE (PHASE II)			
BUILDING AREA			
PARKING GARAGE			
IMPERVIOUS AREA			
PERVIOUS AREA			
FUTURE DEV. AREA			
POND AREA			
- MAX. ALLOWED IMPERVIOUS (BLDG. & IMPERVIOUS) = 90%			
LOT COVERAGE (OVERALL)			
BUILDING AREA			
PARKING GARAGE			
IMPERVIOUS AREA			
PERVIOUS AREA			
POND AREA			
FUTURE DEV. AREA			
BUILDING SETBACKS			
BRYAN RD			
OTHER AREAS			
LANDSCAPE BUFFERS			
STIRLING RD			
BRYAN RD			
10' MIN.			
OTHER AREAS			
PHASE I PARKING SUMMARY			
STANDARD			
ACCESSIBLE			
TOTAL			
BICYCLE SPACES			
PHASE II PARKING SUMMARY			
STANDARD			
ACCESSIBLE			
TOTAL			
BICYCLE			
OVERALL PARKING SUMMARY			
STANDARD			
ACCESSIBLE			
TOTAL			
BICYCLE			
PARKING CALCULATION:			
COMMERCIAL: 4 SPACE PER 1000 SF = ((4 SP/1000 SF) 502,757 SF) = 2,012 SPACES			
HOTEL: 0.5 SPACE PER HOTEL ROOM = 0.5 X 350 ROOMS = 175 SPACES			
RESIDENTIAL: 1 BDRM = 1.0 SPACE PER DWELLING UNIT = 1.0 X 116 DU = 116 SPACES			
2 OR MORE BDRM = 1.5 SPACES PER DWELLING UNIT = 1.5 SP X 148 DU = 396 SPACES			
**INCLUDES 2ND FLOOR RETAIL SPACE			
60 PARKING STALLS FOR BUILDING G ARE PROVIDED IN THE PHASE I PARKING LOT			
PHASE II BICYCLE PARKING = 3% OF TOTAL REQUIRED PARKING = 76 BICYCLE SPACES			
DEVELOPMENT BREAKDOWN			
USE			
COMMERCIAL			
OFFICE			
HOTEL ROOMS			
RESIDENTIAL UNITS			
NOTE:			
SIGNS ARE NOT PART OF THE SITE PLAN REVIEW AND APPROVAL BUT WILL BE PROVIDED FOR SEPARATE REVIEW.			
NOTE:			
THE REMAINDER OF THE BUILDING AND SITE RELATED IMPROVEMENTS FOR PHASE II WILL BE THE SUBJECT OF AN APPLICATION FOR SUBSEQUENT SITE PLAN REVIEW AND APPROVAL BY PUBLIC HEARING.			
NOTE:			
REFER TO THE DANIA POINTE DESIGN DEVELOPMENT GUIDELINES AND PMUD ORDINANCE 2015-022.			

REVISIONS	DATE	BY
1	3/15/19	ESM
2	12/10/18	ESM
3	9/12/18	ESM
4	1/19/18	ESM
5	6/30/17	ESM
6	1/23/17	ESM

Kimley»Horn

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445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM CA 00000696

PROFESSIONAL ENGINEER

KENNETH ROBERSON
LICENSE No. 52074
STATE OF FLORIDA

OVERALL SITE PLAN

KHA PROJECT 147507000
DATE 04/07/2016
SCALE AS SHOWN
DESIGNED BY ESM
DRAWN BY ESM
CHECKED BY MST

DANIA POINTE PHASE II
PREPARED FOR
DANIA LIVE 1748, LLC

FLORIDA
CITY OF DANIA BEACH

SHEET NUMBER
C-400

LEGAL DESCRIPTION:
PARCEL OF LAND BEING A PORTION OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA; SAID PARCEL CONTAINING ALL OF OR PORTIONS OF THE FOLLOWING DESCRIBED PLATS AND ROAD RIGHT-OF-WAYS:
ALL OF BLOCK 7 AND A PORTION OF BLOCK 8, TIGERTAIL GROVE RESUBDIVISION, RECORDED IN PLAT BOOK 30, PAGE 20; A PORTION OF TRACT "A", "RE-AMENDED PLAT OF HOLLYWOOD PALMS", RECORDED IN PLAT BOOK 36, PAGE 46; A PORTION OF TRACT "A", "THE GADDIS PLAT", RECORDED IN PLAT BOOK 112, PAGE 7; A PORTION OF PARCEL "A", DUKE & DUKE SUBDIVISION, RECORDED IN PLAT BOOK 124, PAGE 48; ALL OF PARCEL "A", DANIA OFFICE PARK, RECORDED IN PLAT BOOK 130, PAGE 29; ALL OF PARCEL "A", COMMERCE CENTER OF DANIA, RECORDED IN PLAT BOOK 135, PAGE 44; ALL OF PARCEL "A", SAN-MAR PLAT, RECORDED IN PLAT BOOK 142, PAGE 18; ALL OF PARCEL "A", "DANIA BEACH AIR & PORT COMMERCE CENTER", RECORDED IN PLAT BOOK 177, PAGES 81 THRU 83; A PORTION OF TIGERTAIL BOULEVARD (N.W. 1ST STREET) RIGHT-OF-WAY, LYING EAST OF THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33 AND WEST OF THE WEST RIGHT-OF-WAY LINE OF BRYAN ROAD; A PORTION OF DANIA BEACH BOULEVARD RIGHT-OF-WAY, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95 (STATE ROAD 9) AND WEST OF THE WEST RIGHT-OF-WAY LINE OF BRYAN ROAD; ALL OF THE ABOVE REFERENCED PLATS BEING RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; SAID PARCEL AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33;
THENCE N.01°41'47" W., ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER (S.E. 1/4), A DISTANCE OF 668.72 FEET, TO THE MOST NORTHERLY SOUTHWEST CORNER OF SAID PARCEL "A", SAN-MAR PLAT AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;
THENCE S.87°32'08" W., ALONG THE SOUTH LINE OF PARCEL "A", DUKE & DUKE SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 124, PAGE 48 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, A DISTANCE OF 49.21 FEET;
THENCE N.12°26'03"E., A DISTANCE OF 201.54 FEET, TO A POINT ON THE EAST LINE OF PARCEL "A", SAID DUKE & DUKE SUBDIVISION;
THENCE N.01°41'47" W., ALONG SAID EAST LINE AND THE WEST LINE OF PARCEL "A", OF SAID SAN-MAR PLAT, A DISTANCE OF 231.30 FEET;
THENCE S.88°18'13" W., A DISTANCE OF 513.30 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95 (S.R. 9), SAID POINT ALSO BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE WEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.89°43'55"E. (THE FOLLOWING TWO CURVES BEING COINCIDENT WITH THE EAST RIGHT OF WAY LINE OF SAID INTERSTATE 95 (S.R. 9)).
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 04°00'14" AND A RADIUS OF 5,929.65 FEET, FOR AN ARC DISTANCE OF 414.38 FEET, TO A POINT OF TANGENCY;

THENCE N.04°16'19" W., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 1,158.32 FEET, TO THE NORTHWEST CORNER OF SAID PARCEL "A", COMMERCE CENTER OF DANIA;
THENCE N.87°26'02"E., ALONG NORTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 33, A DISTANCE OF 569.57 FEET, TO THE NORTHEAST CORNER OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4), SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT "A", "RE-AMENDED PLAT OF HOLLYWOOD PALMS";
THENCE N.01°41'47" W., ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 33 AND THE WEST LINE OF SAID TRACT "A", A DISTANCE OF 295.03 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTH 295.00 FEET OF SAID TRACT "A";
THENCE N.87°26'02"E., ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID TRACT "A", A DISTANCE OF 1,324.07 FEET, TO A POINT ON THE EAST LINE OF SAID TRACT "A";
THENCE S.01°44'05"E., ALONG SAID EAST LINE, A DISTANCE OF 295.03 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT "A";
THENCE S.87°26'02" W., ALONG THE SOUTH LINE OF SAID TRACT "A", A DISTANCE OF 15.00 FEET, TO THE NORTHEAST CORNER OF SAID PARCEL "A", DANIA OFFICE PARK;
THENCE S.01°29'36"E., ALONG A LINE 40 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST ONE-HALF (W. 1/2) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4), A DISTANCE OF 2,295.74 FEET;
THENCE S.05°20'43" W., A DISTANCE OF 100.78 FEET;
THENCE S.01°29'36"E., A DISTANCE OF 200.00 FEET, TO THE MOST NORTHERLY SOUTHEAST CORNER OF SAID PARCEL "A";
THENCE S.43°02'17" W., A DISTANCE OF 42.08 FEET, TO THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID PARCEL "A", (THE FOLLOWING THREE CURVES BEING COINCIDENT WITH THE SOUTH LINE OF SAID PARCEL "A");
THENCE S.87°34'11" W., A DISTANCE OF 53.26 FEET;
THENCE N.85°35'15" W., A DISTANCE OF 100.72 FEET;
THENCE S.87°34'11" W., A DISTANCE OF 200.03 FEET, TO THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID PARCEL "A", SAID POINT ALSO BEING A POINT ON THE EAST LINE OF SAID TRACT "A", "THE GADDIS PLAT";
THENCE S.01°32'39"E., ALONG THE EAST LINE OF SAID TRACT "A", A DISTANCE OF 10.00 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT "A";
THENCE S.87°34'11" W., ALONG THE SOUTH LINE OF SAID TRACT "A", A DISTANCE OF 2.85 FEET (THE FOLLOWING THREE CURVE BEING COINCIDENT WITH THE NORTH RIGHT-OF-WAY LINE OF STIRLING ROAD (S.R. 848) AS DEDICATED BY OFFICIAL RECORD

BOOK 22110, PAGE 521 OF SAID PUBLIC RECORDS);
THENCE N.78°56'04" W., A DISTANCE OF 51.42 FEET;
THENCE S.87°34'11" W., A DISTANCE OF 217.00 FEET;
THENCE S.02°25'49"E., A DISTANCE OF 12.00 FEET, TO A POINT ON THE SOUTH LINE OF SAID TRACT "A";
THENCE S.87°34'11" W., ALONG THE SOUTH LINE OF SAID TRACT "A", AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 269.97 FEET;
THENCE S.01°32'39"E., A DISTANCE OF 2.00 FEET, TO A POINT ON A LINE 53.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SAID SOUTHEAST ONE-QUARTER (S.E. 1/4);
THENCE S.87°34'11" W., ALONG SAID PARALLEL LINE A DISTANCE OF 30.14 FEET, TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF PARCEL "A", "STIRLING ROAD PLAZA", RECORDED IN PLAT BOOK 178, PAGE 112, OF SAID PUBLIC RECORDS;
THENCE N.01°38'44" W., ALONG SAID SOUTHERLY EXTENSION, ALONG SAID EAST LINE AND ALONG THE EAST LINE OF PARCEL "A", HILTON GARDENS AT STIRLING ROAD, RECORDED IN PLAT BOOK 171, PAGE 14, OF SAID PUBLIC RECORDS, A DISTANCE OF 615.92 FEET, TO THE NORTHEAST CORNER OF SAID PARCEL "A";
THENCE S.87°32'08" W., ALONG THE NORTH LINE OF SAID PARCEL "A", A DISTANCE OF 335.53 FEET; TO THE POINT OF BEGINNING;
SAID LAND SITUATE WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 102.03 ACRES, (4,444.235 SQUARE FEET), MORE OR LESS.

BLOCK SUMMARY

BLOCK I: COMMERCIAL OFFICE	0 SF
BLOCK III: COMMERCIAL OFFICE	243,158 SF
BLOCK IV: COMMERCIAL RESIDENTIAL OFFICE	264 UNITS
BLOCK V: COMMERCIAL OFFICE	67,496 SF
BLOCK VI: COMMERCIAL OFFICE	65,586 SF
BLOCK VII: COMMERCIAL RESIDENTIAL OFFICE	0
BLOCK VIII: COMMERCIAL RESIDENTIAL OFFICE	0
BLOCK IX: COMMERCIAL RESIDENTIAL HOTEL OFFICE	34,702 SF 350 ROOMS

PHASE II	0 SF
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NOTE:
SIGNS ARE NOT PART OF THE SITE PLAN REVIEW AND APPROVAL BUT WILL BE PROVIDED FOR SEPARATE REVIEW.

NOTE:
THE REMAINDER OF THE BUILDING AND SITE RELATED IMPROVEMENTS FOR PHASE II WILL BE THE SUBJECT OF AN APPLICATION FOR SUBSEQUENT SITE PLAN REVIEW AND APPROVAL BY PUBLIC HEARING.

NOTE:
REFER TO THE DANIA POINTE DESIGN DEVELOPMENT GUIDELINES AND PMUD ORDINANCE 2015-022.

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE.

CALL 48 HOURS BEFORE YOU DIG

IT'S THE LAW!
DIAL 811

Know what's below.
Call before you dig.

This instrument was prepared by
and return recorded copy to:

Mark J. Lynn, Esq.
Greenspoon Marder LLP
200 E. Broward Blvd.
Suite 1800
Fort Lauderdale, FL 33301

Folio Number _____

EASEMENT AGREEMENT
(Water, Wastewater, and General Utilities)

THIS EASEMENT AGREEMENT ("Agreement") is made on July 14, 2020 by **DANIA LIVE 1748, LLC**, a Delaware limited liability company ("**Grantor**") whose mailing address is 500 North Broadway, Suite 201, Jericho, New York 11753, in favor of **CITY OF DANIA BEACH**, a Florida municipal corporation ("**City**") whose mailing address is 100 W. Dania Beach Boulevard, Dania Beach, Florida 33004.

RECITALS:

Grantor is the owner of certain real property located in Broward County, Florida as more particularly described on **Exhibit "A"** ("**Property**").

Grantor has previously installed potable water, sanitary sewer, and wastewater drainage infrastructure on the Property ("**Infrastructure**"), ownership of which will be transferred to City, in whole or in part.

In order for City to construct, install, inspect, maintain, repair, replace, remove, and operate the Infrastructure, City needs to acquire a permanent, non-exclusive utility easement, and rights of ingress, egress and access under, over, upon, and across the Property.

Grantor has full power and authority to enter into this Agreement and to grant an easement to the City over that real property located in the City, more particularly described on **Exhibit "B"**, attached hereto and incorporated herein ("**Easement Area**").

Grantor is willing to grant to the City an easement under, over, across and through a portion of the Property for the purpose of constructing, installing, inspecting, maintaining, repairing, replacing, removing, and operating the Infrastructure, together with rights of ingress and egress, subject to the terms and conditions of this Agreement.

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

1. **Recitals.** The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Easement as if fully set forth herein.

2. **Grant of Easement.** Grantor hereby grants and conveys to City and its employees, agents, contractors, successors and assigns, a perpetual non-exclusive easement ("**Easement**") over, upon,

across, and under the Easement Area for the purpose of constructing, installing, inspecting, maintaining, repairing, replacing, removing, and operating the Infrastructure, as well as for ingress and egress, with full right and authority to enter upon and excavate the Easement Area in order to construct, install, inspect, maintain, repair, replace, remove, and operate the Infrastructure as the City may, in its sole discretion, determine. Grantor also grants City a license to temporarily locate its equipment on any portion of the Property mutually agreed upon by Grantor and City adjoining the Easement Area as may be necessary to perform the foregoing.

3. **Improvements and Restoration.** In the event City exercises its rights as set forth in Section 2 hereof, City shall, subject to the work described in Section 2, restore the Property and any improvements thereon to their prior existing condition at no cost or expense to Grantor unless such restoration is required due to the acts or omissions of Grantor. In exercising its rights hereunder, City shall use reasonable efforts to minimize any impacts to Grantor's ongoing activities on the Property. At no time will the City's activities on the Property interfere with ingress or egress to and from the Property by patrons, employees and invitees.

4. **Representations.** Grantor represents to the City that (a) Grantor has full power and authority to enter into this Agreement and to grant the Easement to City; and (b) all company approvals, authorizations and consents required for the execution and delivery of this Agreement by the Grantor have been obtained.

5. **Covenants Running with the Land.** This Agreement and the Easement hereby granted will run with the land and will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6. **Attorneys' Fees.** In the event a party institutes any legal action or proceedings for the enforcement of any right or obligation herein contained, the prevailing party will be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

7. **Amendment or Termination.** This Agreement may be amended, modified or terminated only by a written instrument signed by both parties or their respective successors and assigns, which instrument will only become effective when recorded in the Public Records of Broward County, Florida.

8. **Governing Laws.** The laws of the State of Florida shall govern the interpretation, validity, performance and enforcement of this Easement. Venue for any action brought hereunder shall be brought exclusively in Broward County, Florida.

9. **Successors and Assigns.** This Agreement will be binding upon the successors and assigns of Grantor and the City.

[Remainder of page intentionally left blank]

This Agreement is being signed by the parties as of the date set forth on the first page.

Witnesses (2 required):

GRANTOR:

[Signature]

DANIA LIVE 1748, LLC, a Delaware limited liability company

By: Dania Live JV, LLC a Delaware limited liability company its manager

By: Kim Dania Manager, LLC, a Delaware limited liability company, its manager

Signature: *[Signature]*
Print Name: Longm. Thomas

Signature: *[Signature]*
Print Name: Deborah Palacio

By: Kimco PL Retail, Inc a Delaware corporation, its sole member

Name: *[Signature]* GARY J. BAZYDLO
Title: *[Signature]* VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF North Carolina
) SS:
COUNTY OF Mecklenburg

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, by Gary J. Bazydlo, as Vice President of KIMCO PL RETAIL, INC., a Delaware corporation, as sole member of KIM DANIA MANAGER, LLC, a Delaware limited liability company, as manager of DANIA LIVE JV, LLC, a Delaware limited liability company, as manager of DANIA LIVE 1748, LLC, a Delaware limited liability company, freely and voluntarily under authority duly vested in him by said company, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 14 day of July, 2020.

[Signature]
Notary Public
Artemis Ginnis

My Commission Expires: 11/31/21

Typed, printed or stamped name of Notary Public
Artemis Ginnis
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires 11/31/21

EXHIBIT "A"

PROPERTY

EXHIBIT "A"



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

4341 S.W. 62nd Avenue
Davie, Florida 33314

Tel. (954) 585-0997

Fax (954) 585-3927

EXHIBIT "A"

LEGAL DESCRIPTION OF DANIA POINTE PHASE II PARCEL CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF PARCEL A, DANIA POINTE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST;

THENCE N.01°41'47"W., ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER (S.E. 1/4), A DISTANCE OF 874.05 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE CONTINUE N.01°41'47"W., A DISTANCE OF 220.75 FEET TO A POINT ON THE MOST WESTERLY SOUTH LINE OF SAID PARCEL A;

THENCE S.88°18'13"W., ALONG SAID MOST WESTERLY SOUTH LINE, A DISTANCE OF 513.30 FEET TO THE MOST WESTERLY SOUTHWEST CORNER OF SAID PARCEL A, SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE WEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.89°43'55"E.;

THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A CENTRAL ANGLE OF 04°00'14" AND A RADIUS OF 5,929.65 FEET, FOR AN ARC DISTANCE OF 414.38 FEET, TO A POINT OF TANGENCY;

THENCE N.04°16'19"W., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 1,158.32 FEET TO THE MOST WESTERLY NORTHWEST CORNER OF SAID PARCEL A, LAST MENTIONED TWO COURSES BEING COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID INTERSTATE 95 (S.R. 9) AND THE WEST LINE OF SAID PARCEL A;

THENCE N.87°26'02"E., ALONG THE MOST WESTERLY NORTH LINE OF SAID PARCEL A AND THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 33, A DISTANCE OF 569.57 FEET TO THE NORTHEAST CORNER OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4);

THENCE N.01°41'47"W., ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 33, A DISTANCE OF 295.03 FEET TO THE MOST NORTHERLY NORTHWEST CORNER OF SAID PARCEL A;

THENCE N.87°26'02"E., ALONG THE NORTH LINE OF SAID PARCEL A, A DISTANCE OF 1,303.07 FEET TO THE NORTHEAST CORNER OF SAID PARCEL A;

THENCE S.01°44'04"E., A DISTANCE OF 295.03 FEET;

THENCE S.01°29'36"E., A DISTANCE OF 245.05 FEET;

THENCE S.88°30'24"W., A DISTANCE OF 2.00 FEET;

THENCE S.01°29'36"E., A DISTANCE OF 40.00 FEET;

THENCE N.88°30'24"E., A DISTANCE OF 2.00 FEET;

THENCE S.01°29'36"E., A DISTANCE OF 541.96 FEET;

THENCE N.88°30'24"E., A DISTANCE OF 6.00 FEET;

THENCE S.01°29'36"E., A DISTANCE OF 484.63 FEET, LAST MENTIONED 8 COURSES BEING COINCIDENT WITH THE EAST LINE OF SAID PARCEL A AND THE WEST RIGHT-OF-WAY LINE OF BRYAN ROAD;

THENCE S.88°30'24"W., A DISTANCE OF 117.42 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTH;

THENCE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 08°03'05" AND A RADIUS OF 214.00 FEET, FOR AN ARC DISTANCE OF 30.07 FEET TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTH;

FILE: C:\Users\damian\appdata\local\temp\AcPublish_6900\14-8058 Dania Pointe Phase II Parcel.dwg

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY
1. REVISED SKETCH & DESCRIPTION	2/2/18	DRL

DATE: Feb 06, 2018

RICHARD G. CRAWFORD Jr.

PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 - STATE OF FLORIDA

THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC.
COPYRIGHT©2018

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
4/19/16	DRL	RGC	N/A

SEAL

NOT VALID UNLESS
SEALED HERE WITH
AN EMBOSSED
SURVEYOR'S SEAL

SHEET 1 OF 9

SKETCH NO.
14-8058 PH2-P

4341 S.W. 62nd Avenue
Davie, Florida 33314



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EXHIBIT "A"

**LEGAL DESCRIPTION OF
DANIA POINTE PHASE II PARCEL
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA**

LEGAL DESCRIPTION: (CONTINUED)

THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A CENTRAL ANGLE OF $09^{\circ}06'16''$ AND A RADIUS OF 286.00 FEET FOR AN ARC DISTANCE OF 45.45 FEET TO A POINT OF TANGENCY;

THENCE $S.87^{\circ}27'12''W.$, ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 1,068.81 FEET;

THENCE $S.02^{\circ}32'48''E.$, AT RIGHT ANGLES TO THE PREVIOUS MENTIONED COURSE, A DISTANCE OF 147.88 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE WEST;

THENCE SOUTHERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO, THE RIGHT, HAVING A CENTRAL ANGLE OF $04^{\circ}34'44''$ AND A RADIUS OF 1,200.00 FEET FOR AN ARC DISTANCE OF 95.90 FEET TO A POINT OF COMPOUND CURVATURE OF A TANGENT CURVE CONCAVE TO THE WEST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF $11^{\circ}38'16''$ AND A RADIUS OF 1,275.00 FEET FOR AN ARC DISTANCE OF 258.98 FEET TO A POINT ON A NON-TANGENT LINE AND THE POINT OF BEGINNING.

SAID LAND SITUATE WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 67.60 ACRES, (2,944,537 SQUARE FEET), MORE OR LESS.

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE BEARINGS SHOWN HEREON ARE BASED ON $N.87^{\circ}34'11''E.$, ALONG THE SOUTH LINE SOUTHEAST ONE-QUARTER (S.E.1/4), SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST AS SHOWN ON THE PLAT OF DANIA POINTE, RECORDED IN PLAT BOOK 183, PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
6. SEE SHEETS 3 THRU 9 OF 9 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

SKETCH NO.
14-8058 PH2-P

4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

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EXHIBIT "A"

**SKETCH OF DESCRIPTION
DANIA POINTE PHASE II PARCEL
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA**

MATCH LINE (SEE SHEET 5 OF 9)



INTERSTATE I-95 (S.R. 9)

F.D.O.T. RW MAP SECTION 86070-2403

N. 04°16'19"W. 1158.32'
E. R/W LINE I-95
(STATE ROAD 9)
W. LINE PARCEL A
CA=4°00'14"
R=5929.65' A=414.38'

PORTION OF PARCEL A
DANIA POINTE
(P.B. 183, PG. 91-99, B.C.R.)

LEGEND:

P.B. PLAT BOOK
PG. PAGE
B.C.R. BROWARD COUNTY RECORDS
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
CA= CENTRAL ANGLE
R= RADIUS
A= ARC DISTANCE
F.D.Q.T. FLORIDA DEPARTMENT
OF TRANSPORTATION
R/W RIGHT-OF-WAY
CL CENTERLINE
—|— BREAK IN LINE SCALE

E. LINE S.W. 1/4, SECTION 33-50-42

W. LINE S.E. 1/4, SECTION 33-50-42

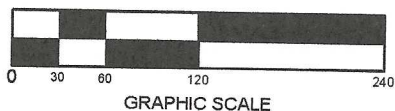
MATCH LINE (SEE SHEET 9 OF 9)

S. 87°27'12"W.
1068.81'

S. 02°32'48"E.
147.88'

MATCH LINE (SEE SHEET 3 OF 9)

SCALE: 1" = 120'



NOTE:
SEE SHEETS 1 AND 2 OF 9 FOR THE LEGAL
DESCRIPTION OF THE PROPERTY SHOWN
GRAPHICALLY HEREON.

SHEET 4 OF 9

SKETCH NO.
14-8058 PH2-P

4341 S.W. 62nd AVE.
Davie, Florida 33314



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EXHIBIT "A"
SKETCH OF DESCRIPTION
DANIA POINTE PHASE II PARCEL
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA



INTERSTATE I-95 (S.R. 9)

F.D.O.T. RW MAP SECTION 86070-2403

E. RW LINE, I-95
(STATE ROAD 9)

N.04°16'19"W. 1158.32'

W. LINE PARCEL A

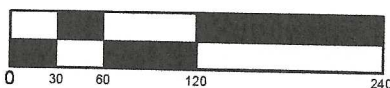
MOST WESTERLY
N.W. CORNER
PARCEL A

PORTION OF PARCEL A
DANIA POINTE
(P.B. 183, PG. 91-99, B.C.R.)

LEGEND:

P.B.	PLAT BOOK
PG.	PAGE
B.C.R.	BROWARD COUNTY RECORDS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
CA=	CENTRAL ANGLE
R=	RADIUS
A=	ARC DISTANCE
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
R/W	RIGHT-OF-WAY
CL	CENTERLINE
— —	BREAK IN LINE SCALE

SCALE: 1" = 120'



GRAPHIC SCALE

MATCH LINE (SEE SHEET 4 OF 9)

NOTE:
SEE SHEETS 1 AND 2 OF 9 FOR THE LEGAL
DESCRIPTION OF THE PROPERTY SHOWN
GRAPHICALLY HEREON.

SHEET 5 OF 9

SKETCH NO.
14-8058 PH2-P

N.87°26'02"E.
1303.07'

MOST NORTHERLY
N.W. CORNER
PARCEL A

W. LINE N.E. 1/4,
SECTION 33-50-42

N.01°41'47"W. 295.03'

295'

N. LINE S.W. 1/4, SECTION 33-50-42

N.E. CORNER, S.W. 1/4
SECTION 33-50-42

N.87°26'02"E. 569.57'

MOST WESTERLY
N. LINE PARCEL A

E. LINE S.W. 1/4, SECTION 33-50-42

W. LINE S.E. 1/4, SECTION 33-50-42

MATCH LINE (SEE SHEET 6 OF 9)

4341 S.W. 62nd AVE.
Davie, Florida 33314



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SURVEYORS - MAPPERS

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Fax (954) 585-3927

EXHIBIT "A"

**SKETCH OF DESCRIPTION
DANIA POINTE PHASE II PARCEL
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA**

PORTION OF TRACT A
RE-AMENDED PLAT OF HOLLYWOOD PALMS
(P.B. 38, PG. 46, B.C.R.)

N.87°26'02"E. 1303.07'

N. LINE PARCEL A

295'

295'

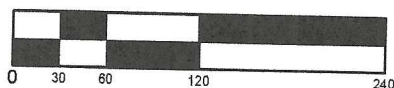
N. LINE S.E. ¼, SEC. 33-50-42

PORTION OF PARCEL A
DANIA POINTE
(P.B. 183, PG. 91-99, B.C.R.)

LEGEND:

P.B. PLAT BOOK
PG. PAGE
B.C.R. BROWARD COUNTY RECORDS
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
CA= CENTRAL ANGLE
R= RADIUS
A= ARC DISTANCE
F.D.O.T. FLORIDA DEPARTMENT
OF TRANSPORTATION
R/W RIGHT-OF-WAY
CL CENTERLINE
— — — — — BREAK IN LINE SCALE

SCALE: 1" = 120'



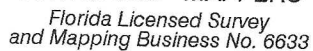
GRAPHIC SCALE

MATCH LINE (SEE SHEET 9 OF 9)

NOTE:
SEE SHEETS 1 AND 2 OF 9 FOR THE LEGAL
DESCRIPTION OF THE PROPERTY SHOWN
GRAPHICALLY HEREON.

SHEET 6 OF 9

SKETCH NO.
14-8058 PH2-P



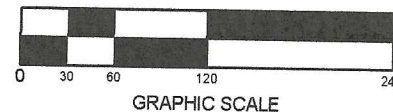
Fax (954) 585-3927

PORTION OF TRACT A
RE-AMMENDED PLAT OF HOLLYWOOD PALMS
(P.B. 36, PG. 46, B.C.R.)

P.B.	PLAT BOOK
PG.	PAGE
B.C.R.	BROWARD COUNTY RECORDS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
CA=	CENTRAL ANGLE
R=	RADIUS
A=	ARC DISTANCE
F.D.Q.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
R/W	RIGHT-OF-WAY
CL	CENTERLINE
	BREAK IN LINE SCALE



SCALE: 1" = 120'

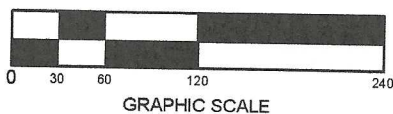


NOTE:
SEE SHEETS 1 AND 2 OF 9 FOR THE LEGAL
DESCRIPTION OF THE PROPERTY SHOWN
GRAPHICALLY HEREON.

SHEET 7 OF 9

SKETCH NO.
14-8058 PH2-P

SCALE: 1" = 120'



MATCH LINE (SEE SHEET 8 OF 9)

4341 S.W. 62nd AVE.
Davie, Florida 33314



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EXHIBIT "A"
SKETCH OF DESCRIPTION
DANIA POINTE PHASE II PARCEL
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

MATCH LINE (SEE SHEET 7 OF 9)

MATCH LINE (SEE SHEET 9 OF 9)

PORTION OF PARCEL A
DANIA POINTE
(P.B. 183, PG. 91-99, B.C.R.)

CA=09°06'16"
R=286.00'
A=45.45'

CA=08°03'05"
R=214.00'
A=30.07'

S.87°27'12"W. 1068.81'

S.88°30'24"W.
117.42'

REMAINDER OF PARCEL "A"
DANIA POINTE
(P.B. 183, PG. 91-99, B.C.R.)

S.01°29'36"E. 541.96'

N.88°30'24"E.
6.00'

E. LINE PARCEL A

S.01°29'36"E. 484.63'

W. R/W LINE BRYAN ROAD

BRYAN ROAD

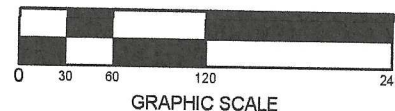
EAST LINE E. 1/4, N.W. 1/4, S.E. 1/4,
SECTION 33-50-42

LEGEND:

P.B. PLAT BOOK
PG. PAGE
B.C.R. BROWARD COUNTY
RECORDS
P.O.C. POINT OF
COMMENCEMENT
P.O.B. POINT OF BEGINNING
CA= CENTRAL ANGLE
R= RADIUS
A= ARC DISTANCE
F.D.O.T. FLORIDA DEPARTMENT
OF TRANSPORTATION
R/W RIGHT-OF-WAY
CL CENTERLINE
~ ~ ~ BREAK IN LINE SCALE



SCALE: 1" = 120'



NOTE:
SEE SHEETS 1 THRU 3 OF 15 FOR THE
LEGAL DESCRIPTION OF THE PROPERTY
SHOWN GRAPHICALLY HEREON.

SHEET 8 OF 9

SKETCH NO.
14-8058 PH2-P

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EXHIBIT "A"

**SKETCH OF DESCRIPTION
DANIA POINTE PHASE II PARCEL
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA**

MATCH LINE (SEE SHEET 6 OF 9)



MATCH LINE (SEE SHEET 4 OF 9)

MATCH LINE (SEE SHEET 8 OF 9)

PORTION OF PARCEL A
DANIA POINTE
(P.B. 183, PG. 91-99, B.C.R.)

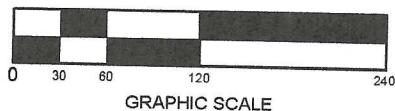
LEGEND:

P.B.	PLAT BOOK
PG.	PAGE
B.C.R.	BROWARD COUNTY RECORDS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
CA=	CENTRAL ANGLE
R=	RADIUS
A=	ARC DISTANCE
F.D.Q.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
R/W	RIGHT-OF-WAY
CL	CENTERLINE
— —	BREAK IN LINE SCALE

S.87°27'12"W. 1068.81'

REMAINDER OF PARCEL "A"
DANIA POINTE
(P.B. 183, PG. 91-99, B.C.R.)

SCALE: 1" = 120'



NOTE:
SEE SHEETS 1 THRU 3 OF 15 FOR THE
LEGAL DESCRIPTION OF THE PROPERTY
SHOWN GRAPHICALLY HEREON.

SHEET 9 OF 9

SKETCH NO.
14-8058 PH2-P

EXHIBIT "B"
EASEMENT AREA

EXHIBIT "B"

4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

EXHIBIT "A"
LEGAL DESCRIPTION OF
PHASE II LIFT STATION
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING SITUATE WITHIN THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BEING A PORTION OF PARCEL A, DANIA POINTE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER (N.W., 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33, AS SHOWN ON SAID PLAT;

THENCE S.87°26'02"W., ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER (N.W., 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33, A DISTANCE OF 46.01 FEET, TO A POINT ON THE EAST LINE OF SAID PARCEL A, SAID POINT ALSO BEING IDENTIFIED AS COORDINATE POINT NUMBER 109 ON SAID PLAT;

THENCE CONTINUE S.87°26'02"W. ALONG SAID NORTH LINE, A DISTANCE OF 576.00 FEET,

THENCE S.02°32'48"E. A DISTANCE OF 33.10 FEET TO THE POINT OF BEGINNING.

THENCE S.02°32'48"E. A DISTANCE OF 40.00 FEET;

THENCE S.87°27'12"W. A DISTANCE OF 60.00 FEET;

THENCE N.02°32'48"W. A DISTANCE OF 40.00 FEET;

THENCE N.87°27'12"E. A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING;

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 2,400 SQUARE FEET, MORE OR LESS.

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE BEARINGS SHOWN HEREON ARE BASED ON N.87°26'02"E., ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER (N.W., 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST AS SHOWN ON THE PLAT OF DANIA POINTE, RECORDED IN PLAT BOOK 183, PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
6. SEE SHEET 2 OF 2 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

FILE: C:\Users\daniam\AppData\Local\Temp\AcPublish_6764\14-8058 Phase II Lift Sta. Easem (REVISED).dwg

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY
THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC.		
COPYRIGHT©2019		

DATE: Feb 13, 2019

RICHARD G. CRAWFORD Jr.

PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 - STATE OF FLORIDA

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
2/13/19	DRL	RGC	N/A

SEAL

NOT VALID UNLESS
SEALED HERE WITH
AN EMBOSSED
SURVEYOR'S SEAL

SHEET 1 OF 2

SKETCH NO.
14-8058 PH II LF

4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

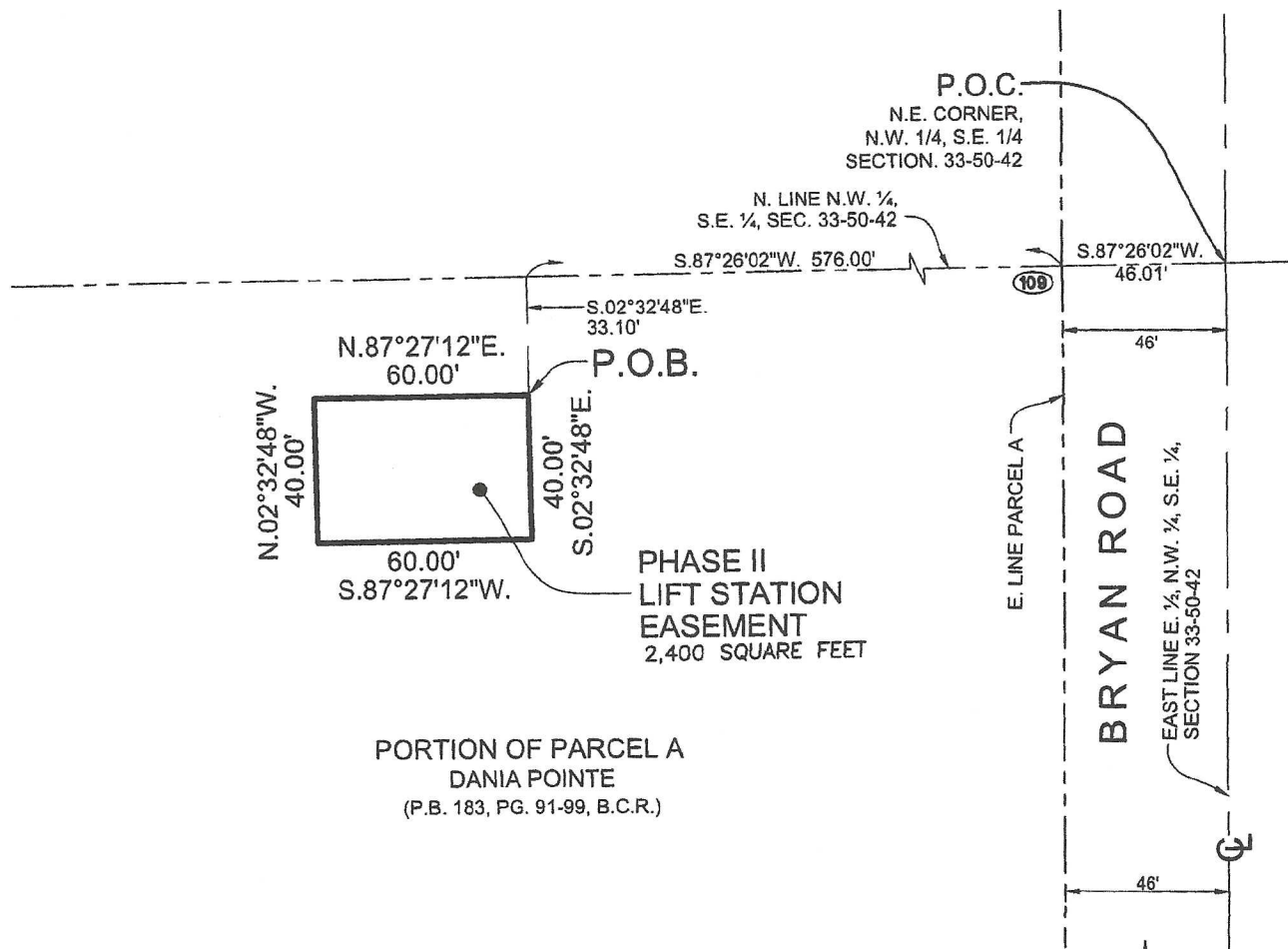
SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

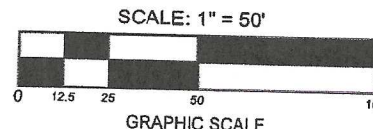
EXHIBIT "A"
SKETCH OF DESCRIPTION
PHASE II LIFT STATION
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA



LEGEND:

P.B. PLAT BOOK
PG. PAGE
B.C.R. BROWARD COUNTY RECORDS
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
C CENTERLINE
(109) COORDINATE NUMBER
— — — — — BREAK IN LINE SCALE

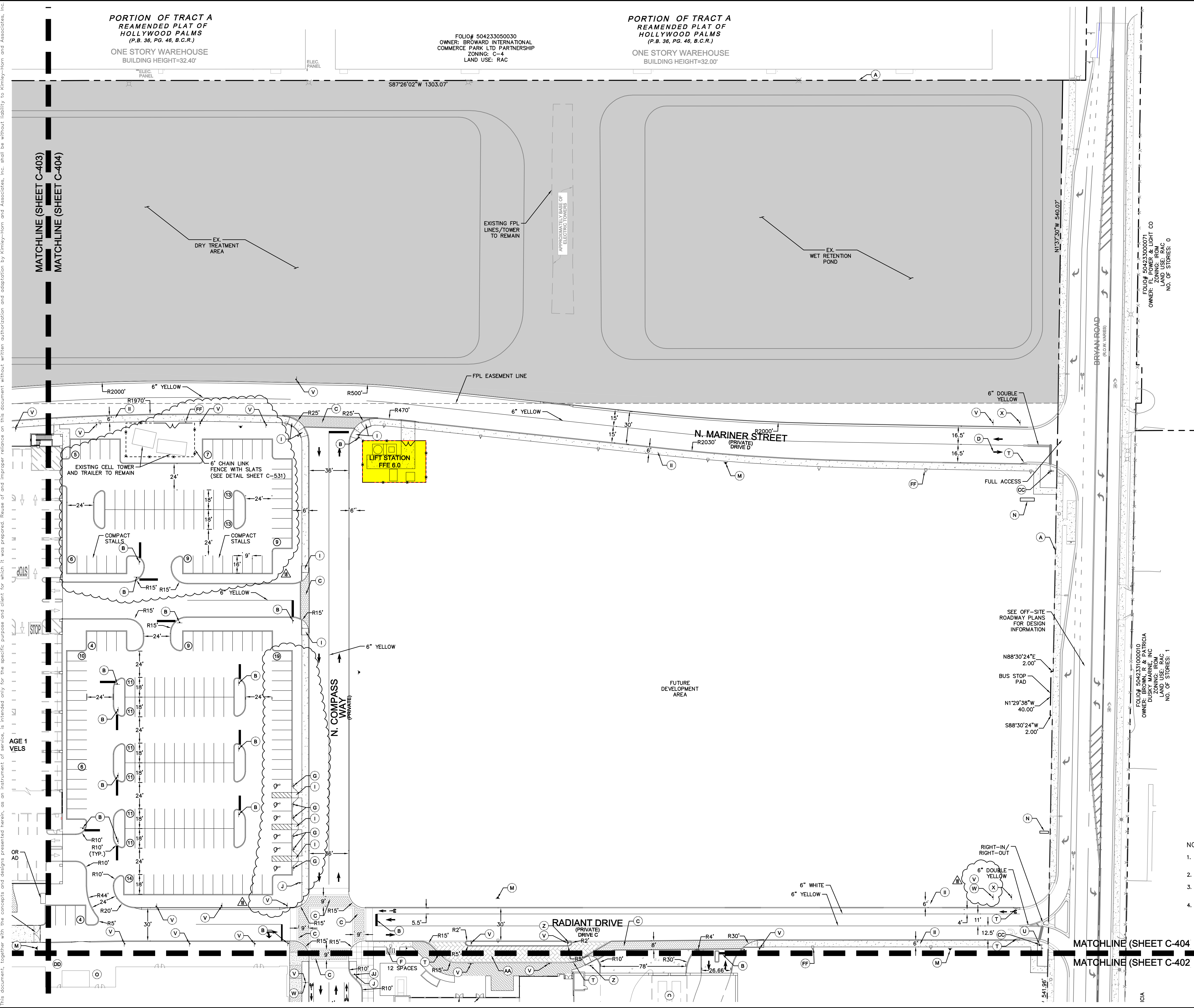
NOTE:
SEE SHEET 1 OF 2 FOR THE LEGAL
DESCRIPTION OF THE PROPERTY SHOWN
GRAPHICALLY HEREON.



SHEET 2 OF 2

SKETCH NO.
14-8058 PH II, LF

Plotted By: Meeks, Liz Sheet Set: Dania Pointe Phase II Layout: C-404 SITE PLAN March 15, 2019 07:47:19pm K:\VRB\DEV\147337007-dania-boomers\CAD\plansheets\PHASE 2\C-400 OVERALL SITE PLAN.dwg
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



GRAPHIC SCALE IN FEET
0 20 40 80

NORTH

LEGEND

- (A) PROPERTY LINE
- (B) 30" STOP SIGN (R1-1) WITH 24" WHITE STOP BAR (TYP.)
- (C) PAVER CROSSWALK
- (D) TRAFFIC FLOW ARROW (TYP.)
- (E) MAIL RECEPTACLE
- (F) BIKE RACK (TYP.) (SEE DETAIL SHEET C-530)
- (G) ACCESSIBLE PARKING AND PENALTY SIGN (TYP.)
- (H) ACCESSIBLE PAVEMENT MARKING (TYP.)
- (I) ACCESSIBLE CURB RAMP (TYP.)
- (J) YIELD HERE TO PEDESTRIANS SIGN (R1-5UR)
- (K) CONCRETE SIDEWALK (SEE PLAN FOR DIMENSIONS)
- (L) CONCRETE BOLLARD (TYP.)
- (M) FIRE HYDRANT (TYP.)
- (N) SIGN (REFER TO SIGNAGE PLANS)
- (O) TRASH COLLECTION AREA
- (P) FENCE WITH GATE (SEE DETAIL SHEET C-531)
- (Q) NOT USED
- (R) 10" WHITE, 10. O.C.
- (S) 3" CURB TRANSITION
- (T) 6" CURB TRANSITION
- (U) RIGHT TURN ONLY SIGN (R5-3R)
- (V) NO PARKING - FIRE LANE SIGN (R53)
- (W) BIKE LANE SIGN (R3-17)
- (X) SPEED LIMIT SIGN (R2-1)
- (Y) BEGIN RIGHT TURN LANE SIGN (R4-4)
- (Z) DO NOT ENTER SIGN (R5-1)
- (AA) DROPOFF AREA, NO PARKING
- (BB) NOT USED
- (CC) STREET NAME SIGN (D3-1)
- (DD) LOADING AREA
- (EE) NOT USED
- (FF) LIGHT POLE (TYP.) (REFER TO LIGHTING PLANS)
- (GG) NOT USED
- (HH) NOT USED
- (II) CONCRETE SIDEWALK (SEE DETAIL SHEET C-531)
- (JJ) BIKE LANE ENDS SIGN (R3-17A)

SIGNAGE/MARKING LEGEND

- 12'x18' ACCESSIBLE PARKING SIGN (FTP-20-06)
- 6'x12' ACCESSIBLE PARKING PENALTY SIGN (FTP-22-06)
- 30'x30' STOP SIGN (R1-1)
- 36'x36' YIELD HERE TO PEDESTRIANS SIGN (R1-5UR)
- 12'x18 NO PARKING - FIRE LANE SIGN (R53)
- BICYCLE LANE
- 24'x30' SPEED LIMIT SIGN (R2-1)
- 24'x30' BIKE LANE SIGN (R3-17)
- 24'x30' BEGIN RIGHT TURN LANE SIGN (R4-4)
- 24'x30' BIKE LANE ENDS SIGN (R3-16A)
- STREET SIGN (REFER TO SIGNAGE PLANS)
- 30'x30' DO NOT ENTER SIGN (R5-1)

NOTES:

- REFER TO PAVING, GRADING AND DRAINAGE DETAILS SHEET C-530 FOR PAVEMENT AND STRIPING DETAILS.
- REFER TO LANDSCAPE PLANS FOR LANDSCAPE DETAILS.
- ALL STRIPING ON ROADWAYS AND DRIVE AISLE (STOP BARS, CROSSWALKS, CENTER LANE STRIPING) SHALL BE THERMOPLASTIC.
- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE.

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

811
Know what's below.
Call before you dig.

Kimley»Horn

© 2018 KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM CA 00000696

KIM ROBERSON
LICENSE No. 52074
STATE OF FLORIDA
PROFESSIONAL ENGINEER

KHA PROJECT 147507000
DATE 04/07/2016
SCALE AS SHOWN
DESIGNED BY ESM
DRAWN BY ESM
CHECKED BY MST

SITE PLAN

DANIA POINTE PHASE II
PREPARED FOR
DANIA LIVE 1748, LLC

FLORIDA
CITY OF DANIA BEACH

SHEET NUMBER
C-404

Prepared By:
Mark J. Lynn, Esq.
Greenspoon Marder LLP
200 East Broward Blvd, Suite 1800
Ft. Lauderdale, FL 33301

Property Appraiser's Parcel
Identifying No.: _____

QUIT CLAIM DEED

This Quit Claim Deed is made this 14 day of July, 2020, between **DANIA LIVE 1748, LLC, a Delaware limited liability company**, whose address is 500 North Broadway, Suite 201, Jericho, New York, 11753, hereinafter called the "Grantor", and **CITY OF DANIA BEACH, a Florida municipal corporation organized and existing under the laws of the State of Florida**, which as a post office address of 100 W. Dania Beach Boulevard, Dania Beach, FL 33004, hereinafter called the Grantee *(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)*

Witnesseth, that said Grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said Grantee, and Grantee's heirs and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to the following described land, situate, lying and being in Broward County, Florida, to-wit:

(SEE EXHIBIT "A" ATTACHED HERETO)

Preparation of deed only, without title examination.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantors, either in law or equity, for the use, benefit and profit of the said Grantee forever.

IN WITNESS WHEREOF, the Grantor has caused this Quit Claim Deed to be executed the day and year first above written.

Signed, sealed and delivered
in our presence:

YJB
DANIA LIVE 1748, LLC, a Delaware limited liability company

By: Dania Live JV, LLC, a Delaware limited liability company, its manager

By: Kim Dania Manager, LLC, a Delaware limited liability company, its manager

By: Kimco PL Retail, Inc., a Delaware corporation, its sole member

[Signature]
Name: Lena M. Thomas
(type or print)

[Signature]
Name: Debraal Palacio
(type or print)

[Signature]
Name: GARY J BAZYLDO
Title: VICE PRESIDENT

STATE OF North Carolina
COUNTY OF Mecklenburg

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, by Gary J. Bazyllo, as Vice President of KIMCO PL RETAIL, INC., a Delaware corporation, as sole member of KIM DANIA MANAGER, LLC, a Delaware limited liability company, as manager of DANIA LIVE JV, LLC, a Delaware limited liability company, as manager of DANIA LIVE 1748, LLC, a Delaware limited liability company, freely and voluntarily under authority duly vested in him by said company, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 14 day of July, 2020.

[Signature]
Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires: 1/31/21

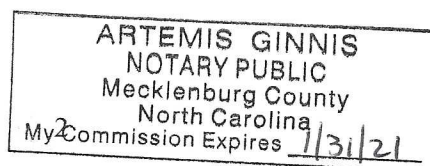


EXHIBIT "A"

A PARCEL OF LAND BEING A PORTION OF LOTS 7, 8, 9, 10, 11 AND 12, BLOCK 1, DOUGLAS HILL PLAT, RECORDED IN PLAT BOOK 12, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING SITUATE WITHIN THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER (S.W. 1/4);

THENCE S.87°34'45" W., ALONG THE SOUTH LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4), A DISTANCE OF 45.32 FEET;

THENCE N.01°41'47"W., A DISTANCE OF 67.31 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE CONTINUE N.01°41'47"W., A DISTANCE OF 94.25 FEET;

THENCE N.04°39'23"E., A DISTANCE OF 183.65 FEET, TO THE NORTHEAST CORNER OF SAID LOT 7;

THENCE S.87°20'48"W., ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 43.23 FEET;

THENCE S.01°28'55"E., A DISTANCE OF 73.78 FEET;

THENCE S.10°57'32"W., A DISTANCE OF 51.20 FEET;

THENCE S.01°29'55"E., A DISTANCE OF 115.10 FEET TO A POINT ON THE ARC OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 18°44'13", A RADIUS OF 41.00 FEET, FOR AN ARC DISTANCE OF 13.41 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE S.46°32'03"W., A DISTANCE OF 12.76 FEET;

THENCE S.01°28'55"E., A DISTANCE OF 6.92 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S.47°09'28"E.;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 20°25'04", A RADIUS OF 41.00 FEET, FOR AN ARC DISTANCE OF 14.61 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S.03°49'37"W.;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 01°23'32", A RADIUS OF 2245.34 FEET, FOR AN ARC DISTANCE OF 54.56 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE N.42°57'37"E., A DISTANCE OF 5.99 FEET, TO THE POINT OF BEGINNING;

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 0.25 ACRES (10,715 SQUARE FEET), MORE OR LESS.

PARAMOUNT TITLE SERVICES, INC.
7501 W. OAKLAND PARK BOULEVARD, SUITE 303-East
FORT LAUDERDALE, FLORIDA 33319
Search No.: 18-822-2

AND

A PARCEL OF LAND BEING A PORTION OF LOTS 1 THROUGH 6, BLOCK 1, DOUGLAS HILL PLAT, RECORDED IN PLAT BOOK 12, PAGE 45, AND A PORTION OF S.W. 1ST STREET ABANDONED BY RESOLUTION OF THE BROWARD COUNTY BOARD OF COMMISSIONERS BY RESOLUTION NO. 1999-802, RECORDED IN OFFICIAL RECORDS BOOK 29499, PAGE 803, ALL OF THE ABOVE BEING RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL SITUATE WITHIN THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER (S.W. 1/4);

THENCE S.87°34'45"W., ALONG THE SOUTH LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4), A DISTANCE OF 45.32 FEET;

THENCE N.01°41'47"W., A DISTANCE OF 67.31 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST 18th AVENUE;

THENCE CONTINUE N.01°41'47"W. ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 94.25 FEET;

THENCE N.04°39'23"E., A DISTANCE OF 183.65 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND, SAID POINT BEING ON THE SOUTHWEST CORNER OF LOT 6 OF SAID BLOCK 1;

THENCE N.01°41'47"W., ALONG THE EAST LINE OF SAID BLOCK 1 AND SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 324.88 FEET TO A POINT ON THE MOST NORTHERLY SOUTH LINE OF PARCEL A, OF DANIA POINTE, RECORDED IN PLAT BOOK 183, PAGES 91 THRU 99 OF SAID PUBLIC RECORDS;

THENCE S.87°32'08"W., ALONG SAID SOUTH LINE, AND THE SOUTH LINE OF PARCEL "A" OF DUKE & DUKE SUBDIVISION, RECORDED IN PLAT BOOK 124, PAGE 48 OF SAID PUBLIC RECORDS, A DISTANCE OF 26.40 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S.77°23'31"E. INTO THE RADIUS POINT;

THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 14°03'24" AND A RADIUS OF 515.08 FEET FOR AN ARC DISTANCE OF 126.37 FEET TO A POINT OF TANGENCY;

THENCE S.01°26'55"E., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 200.14 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 6;

THENCE N.87°26'49"E., ALONG SAID SOUTH LINE, A DISTANCE OF 43.23 FEET TO THE POINT OF BEGINNING;

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 0.30 ACRES (13,179 SQUARE FEET), MORE OR LESS.

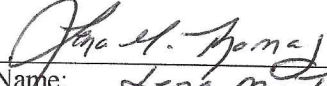
ABSOLUTE BILL OF SALE

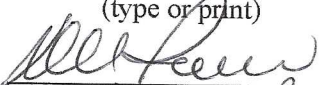
FOR TEN DOLLARS (\$10) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, **DANIA LIVE 1748, LLC, a Delaware limited liability company** ("Seller") grants, bargains, sells, transfers and delivers to the **CITY OF DANIA BEACH, a Florida municipal corporation organized and existing under the laws of the State of Florida** ("Buyer"), the following property (the "**Property**"), to have and to hold forever.

ALL EXISTING COMPONENTS OF LIFT STATION PHASE II LOCATED IN THE CITY OF DANIA BEACH, FLORIDA

Seller represents and warrants to Buyer and Buyer's successors and assigns, that (a) Seller is the lawful owner of the Property; (b) Seller has all right and power to sell the Property; (c) the Property is free and clear of all liens and encumbrances of any kind, and (d) Seller will defend the sale of the Property to Buyer hereunder against the lawful claims and demands of all persons.

Signed, sealed and delivered
in our presence:


Name: Lena M. Thomas
(type or print)

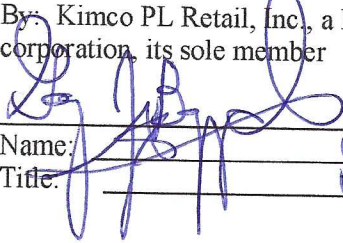

Name: Deborah Palacios
(type or print)

 DANIA LIVE 1748, LLC, a Delaware limited liability company

By: Dania Live JV, LLC, a Delaware limited Liability company, its manager

By: Kim Dania Manager, LLC, a Delaware limited liability company, its manager

By: Kimco PL Retail, Inc., a Delaware corporation, its sole member


Name: GARY J. BAZYDLO
Title: VICE PRESIDENT

STATE OF North Carolina
) ss:
COUNTY OF Mecklenburg

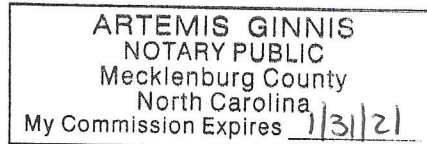
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by Gary J. Bazydlo, as Vice President of KIMCO PL RETAIL, INC., a Delaware corporation, as sole member of KIM DANIA MANAGER, LLC, a Delaware limited liability company, as manager of DANIA LIVE JV, LLC, a Delaware limited liability company, as manager of DANIA LIVE 1748, LLC, a Delaware limited liability company, freely and voluntarily under authority duly vested in him by said company, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 14 day
of July, 2020.

Artemis Ginnis
Notary Public

My Commission Expires: 1/31/21

Typed, printed or stamped name of Notary Public



CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AND ACCEPT THE AGREEMENT FOR SELECTION OF THE CITY'S FULLY INSURED HEALTH PLAN COVERAGE PROCURED USING THE GEHRING GROUP AS BROKER OF RECORD FOR THE CITY OF DANIA BEACH WITH THE FLORIDA LEAGUE OF CITIES, FOR INSURANCE COVERAGES BEGINNING OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021, FOR ACTIVELY WORKING AND NON-MEDICARE ELIGIBLE RETIRED EMPLOYEES

Purchasing Requests ONLY

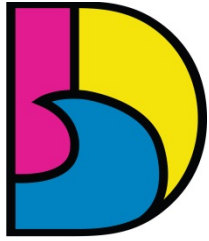
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

Memo - 200706 Health Insurance, 200708 Summary of Employee Insurance Premiums, R-2020- Gehring Group FLC Insurance Package 20-21 Plan Year, 2020-07-14 - Dania Beach - RFP Recommendation w Exhibit 2020-21



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: July 8, 2020

TO: Honorable Mayor and Commissioners

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

VIA: Linda Gonzalez, Human Resources and Risk Management Director

Re: Health Insurance RFP

The Request

This memo is to serve as background and recommendation for the City's selection of fully-insured medical insurance for employees and non-Medicare eligible retirees for the 2020/2021 plan year.

Background

Over the last several years, health insurance costs have continued to increase, resulting in higher premiums for the City. For the current plan year, the City saw a 13.9% increase in premiums, with no changes to the plan design. At the request of the City Administration, the City's health insurance benefits broker Gehring Group conducted a Request for Proposals for health insurance. Although several major health insurance companies were contacted, only two (2) presented a response to the request: Florida Municipal Insurance Trust (FMIT), the City's current insurer, and Cigna. Both companies provided very competitive proposals for similar plans, all of which result in savings for the City. The City Administration recommends continuing with FMIT for employee and non-Medicare retiree health insurance as their proposal provides for the most savings, as well as continuity to subscribers.

Additionally, the City currently offers only two (2) coverage tiers: Employee Only and Employee + Family. The City Administration recommended moving from a two (2) tier to a three (3) tier plan to more equitably share premium costs for employees who choose to cover one or more family members:

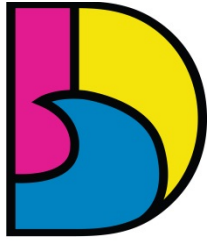
Current Offering	New Offering
Employee Only	Employee Only
Family	Employee +1
	Family

Although there are no recommended changes to the current plan design, the City Administration recommends the addition of a High Deductible Health Plan (HDHP), increasing deductibles to \$1,400 for single and \$2,800 for dependent coverage. Therefore, it is also recommended that the City provide funds to offset this deductible (\$700 for employee only or \$1,400 for employee +1 or family) into a Health Savings Account (HSA). The HSA can also be funded by the employee and provides for tax-shielded health savings, 100% owned by the employee. The HDHP is being offered to employees as an option – it is their sole discretion to elect this coverage, and Human Resources will work with interested employees to educate them on this type of plan, since it has never been offered by the City.

The City Administration also recommends the addition of the option of an “opt-out” incentive of \$4,000 to employees who provide proof of other group health insurance coverage and waive City insurance. This incentive will be paid in biweekly installments over the course of the plan year, and employees can use the money however they choose. Since the average cost to the City to cover one (1) employee’s insurance is \$17,424, this incentive saves the City over \$13,000 on average for those who decide to waive coverage.

Lastly, in accordance with the City’s AFSCME collective bargaining agreement, the City contribution to the health insurance moves from 85% to 84%, and the employee contribution moves from 15% to 16%.

In summary, the bid process resulted in a significant decrease in health insurance premium cost. The City Administration recommends several changes: adding a third coverage tier, adding the High Deductible Health Plan option (with deductible assistance), and providing an “opt-out” incentive to those who waive coverage. These changes – when combined with the change in the collective bargaining agreement – will provide an estimated savings of \$165,755 for the plan year, equating to a 6.3% reduction in cost. After experiencing (3) years with insurance increases, some employees see no out-of-pocket increase for 20/21 and some will have a premium decrease. The new health insurance program, providing enhanced benefit options to employees and savings in many cases, was shared with AFSCME on July 7, 2020.



DANIA BEACH
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CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

Budgetary Impact

The City costs associated with these agreements result in a \$165,755 decrease to medical premiums. Funding for the proposed insurance is planned and appropriated in the 2020/2021 budget.

Recommendation

It is recommended that the City Commission approve the coverage agreement with FMIT and all of the abovementioned changes to the health insurance program, as the City Administration concurs with Gehring Group's recommendation to continue coverage with FMIT for medical insurance.

Analysis of Health Plan Recommendations for 2020/21

Current plan option with no change to plan design			
<i>Deductibles: \$250 Employee only \$500 Dependent/Family</i>	Current FY 19/20	Proposed FY 20/21	Change
Employee	\$134.26	\$139.57	+\$5.32/month
Employee + 1	Currently pay family rate \$355.82	\$275.21	(\$80.61/month)
Family	\$355.82	\$422.32	+\$66.50/month

New High Deductible Health Plan option:			
<i>Deductibles \$1,400 Employee only \$2,800 Dependent/Family</i>	Current FY 19/20	Proposed FY 20/21	Change
Employee	\$134.26	\$120.60	(\$13.66/month) * Employee receives \$700 City funded HSA
Employee + 1	Currently pay family rate \$355.82	\$237.80	(\$118.02/month) * Employee receives \$1,400 City funded HSA
Family	\$355.82	\$364.90	+\$9.08/month * Employee receives \$1,400 City funded HSA

RESOLUTION NO. 2020-071

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AND ACCEPT THE AGREEMENT FOR SELECTION OF THE CITY'S FULLY INSURED HEALTH PLAN COVERAGE PROCURED USING THE GEHRING GROUP AS BROKER OF RECORD FOR THE CITY OF DANIA BEACH WITH THE FLORIDA LEAGUE OF CITIES, FOR INSURANCE COVERAGES BEGINNING OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021, FOR ACTIVELY WORKING AND NON-MEDICARE ELIGIBLE RETIRED EMPLOYEES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach obtained the services of the Gehring Group as a Broker of Record to secure coverage for the City's group medical insurance for the 2020-2021 plan year; and

WHEREAS, the City solicited requests for proposals on May 19th, 2020, and proposals were received on June 9, 2020; and

WHEREAS, proposals were reviewed by the City's Human Resources and Finance Departments; and

WHEREAS, City Administration, based on the City's claims experience that the Gehring Group reviewed and analyzed, recommends that the City select health plans from Florida Municipal Insurance Trust ("FMIT") for the 2020-2021 plan year; and

WHEREAS, in consultation with Gehring Group, City Administration also recommends additional health plan offerings, including a third coverage tier for Employee plus one dependent, a High Deductible Health Plan option (with City-provided HSA funding), and an opt-out incentive to those employees who waive City health insurance coverage; and

WHEREAS, based on the City's Collective Bargaining Agreement ("CBA"), effective October 1, 2020, the employee cost will increase from fifteen percent (15%) to sixteen (16%) and the City cost will decrease from eighty five percent (85%) to eighty four percent (84%) and remain at that rate until modified by a subsequent CBA; and

WHEREAS, based on current employee and non-Medicare eligible retiree census data, the City's health plan premium cost will be decreased by One Hundred Sixty Five Thousand Seven Hundred Fifty-Five dollars (\$165,755.00) or 6.3 percent;

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 as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute appropriate documents to accept the proposal of the Florida League of Cities – Florida Municipal Insurance Trust on behalf of the City to provide fully insured medical coverage to eligible employees and non-Medicare eligible retirees at the following not to exceed monthly rates:

Current Plan/Plan Design	FY 18/19	Current FY 19/20	Proposed FY 20/21
Employee only	\$785.82	\$895.05	\$872.33
Employee + 1	n/a	n/a	\$1,720.09
Family	\$2,082.64	\$2372.13	\$2,639.53
High Deductible Health Plan			
Employee only	n/a	n/a	\$753.72
Employee + 1	n/a	n/a	\$1,486.22
Family	n/a	n/a	\$2,280.65

Section 3. That, for those employees who elect the High Deductible Health Plan, the City will provide Seven Hundred Dollars (\$700.00) for employee-only, and One Thousand Four Hundred Dollars (\$1,400.00) for dependent coverage, in a Health Savings Account to be used to offset insurance deductibles.

Section 4. That the City will provide the option of an annual incentive of Four Thousand Dollars (\$4,000.00) to employees who choose to opt out of the City’s Health Insurance and who provide proof of other group insurance coverage.

Section 5. That funding for the cost of the City’s health claims program administration for medical insurance is planned and shall be charged to the City Health Insurance Sub-Fund, Professional Services Account, Acct. No. 501-18-00-519-45-40 (active employees) and 501-18-00-519-45-41 (retirees), respectively.

Section 6. That the City Commission authorizes the City to exceed the annual vendor threshold of Twenty Five Thousand Dollars (\$25,000.00) for FMIT, as necessitated for fiscal year 2020-2021.

Section 7. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 8. That this Resolution shall be in force and take effect on October 1, 2020.

PASSED AND ADOPTED on July 28, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

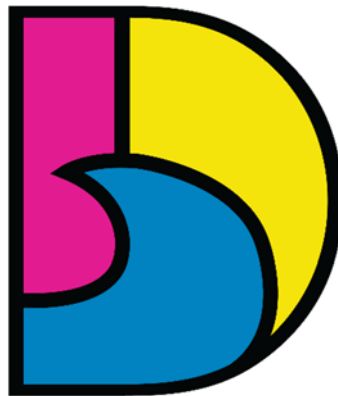
LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Employee Benefits Insurance Evaluation



DANIA BEACH
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REQUEST FOR PROPOSAL RECOMMENDATION FOR:

GROUP MEDICAL INSURANCE

PLAN YEAR EFFECTIVE: OCTOBER 1, 2020

July 28, 2020

Presented By:

 **GEHRING GROUP**[®]
EMPLOYEE BENEFITS | RISK MANAGEMENT
4200 Northcorp Pkwy., Ste. 185
Palm Beach Gardens, FL 33410
Tel: (800) 244-3696 Fax: (561) 626-6970
www.gehringgroup.com

Employee Benefits Renewal Evaluation & Recommendation

Plan Year Effective: October 1, 2020

EXECUTIVE SUMMARY

Last year, the City marketed all insurance benefit coverages which resulted in renewing medical coverage with FMIT for 12 months, and transitioning ancillary coverages to other vendors whose offers provided for multi-year rate guarantees. Therefore, only medical insurance was up for renewal for the 2020/2021 plan year. Last year's market bid was not favorable for this line of benefit coverage, so this year medical insurance was again marketed to all viable proposers.

As a result of this bid, the City is proposing renewing the current medical insurance plan with FMIT, along with implementing the following strategies:

1. Offer three (3) coverage tiers
2. Offer an additional medical plan option
 - a. High Deductible Health Plan (HDHP) with City funded Health Savings Account (HSA)
3. Offer an annual "opt-out" incentive of \$4,000 to employees who provide proof of other group health insurance coverage.

MEDICAL RFP ANALYSIS

The market was fairly unresponsive to the City's request for medical quotes, likely due to the current environment and uncertainty in rate setting resulting from the global pandemic. The City received Declined to Quote (DTQ) responses from Aetna, AvMed, Florida Blue, Humana and United Healthcare (UHC). The majority of declinations received stated the carrier's inability to offer competitive rates, with one proposer declining to quote based on the timing of the market bid and a second declining to quote due to their strategic business relationship with the Florida League of Cities/FMIT.

The City received a formal response from Cigna, as well as the renewal offer from FMIT, in addition to alternative plan design options and pricing for consideration. Both Cigna and FMIT proposed a reduction to the current plan rates. However, in looking toward the future to align with the City's intent to offer a dynamic benefit package and in consideration of the other choices available to the City, FMIT presented both the highest cost savings and least disruption to employees in renewing the current plan and adding the option of an HDHP plan.

In addition, the City will offer three (3) coverage tiers to more equitably share premium costs for employees who choose to cover one or more family members; currently the City offers only two (2) coverage tiers. The City will also offer an annual "opt-out" incentive of \$4,000 to employees who provide proof of other group health insurance coverage. The average annual cost to the City for employee sponsored medical insurance is \$17,424, so there is an estimated net savings of \$55,123 to the City to offer this incentive.

The City also provided this recommendation to its employee union representative.

MEDICAL RECOMMENDATION

Therefore the Gehring Group recommends that the City maintain its current fully insured medical insurance program with the additional offers mentioned above with the Florida Municipal Insurance Trust (FMIT) sponsored by the Florida League of Cities at an overall estimated savings to the City of \$165,755 or 6.34%. The schedule of benefits and pricing for both medical options is outlined in the attached Request for Proposal (RFP) Medical Evaluation exhibit.

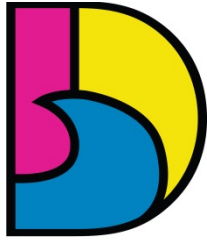
EXHIBITS

-
- Request for Proposal (RFP) Medical Evaluation
-

City of Dania Beach
Medical Insurance Renewal Evaluation
Effective Date: October 1, 2020

RECOMMENDATION

				2019/2020		2020/2021			
Schedule of Benefits				Current Plan		Current Plan		HDHP Plan	
Lifetime Maximum				Unlimited		Unlimited		Unlimited	
				<i>In Network</i>	<i>Out of Network</i>	<i>In Network</i>	<i>Out of Network</i>	<i>In Network</i>	<i>Out of Network</i>
Calendar Year Deductible (CYD)									
Single				\$250	\$500	\$250	\$500	\$1,400	\$2,500
Family				\$500	\$1,000	\$500	\$1,000	\$2,800	\$5,000
Coinsurance (Member Responsibility)				10%	30%	10%	30%	10%	30%
Out-of-Pocket Maximum				Includes All Costs		Includes All Costs		Includes All Costs	
Single				\$2,500	\$5,000	\$2,500	\$5,000	\$3,750	\$7,500
Family				\$5,000	\$10,000	\$5,000	\$10,000	\$7,500	\$15,000
Non-Hospital Services									
Primary Care Physician Office Visit				\$15	30% after CYD	\$15	30% after CYD	10% after CYD	30% after CYD
Specialist Office Visit				\$30	30% after CYD	\$30	30% after CYD	10% after CYD	30% after CYD
Preventive Services				No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered
Laboratory Services				No Charge	30% after CYD	No Charge	30% after CYD	10% after CYD	30% after CYD
Advanced Imaging - CT, PET, MRI				\$100	30% after CYD	\$100	30% after CYD	10% after CYD	30% after CYD
Urgent Care Center				\$50	30% after CYD	\$50	30% after CYD	10% after CYD	30% after CYD
Hospital Services									
Inpatient				10% after CYD	30% after CYD	10% after CYD	30% after CYD	10% after CYD	30% after CYD
Outpatient				\$100	30% after CYD	\$100	30% after CYD	10% after CYD	30% after CYD
Physician Services				10% after CYD	30% after CYD	10% after CYD	30% after CYD	10% after CYD	30% after CYD
Emergency Room				\$125		\$125		10% after CYD	10% after INN CYD
Mental Health/Substance Abuse Services									
Inpatient				10% after CYD	30% after CYD	10% after CYD	30% after CYD	10% after CYD	30% after CYD
Outpatient Office Visit				\$15	30% after CYD	\$15	30% after CYD	10% after CYD	30% after CYD
Prescription Drug Benefit								(Rx Copays After CYD)	
Generic Drugs				\$10	Tier 1-3 Copay + any amount over the allowed amount	\$10	Tier 1-3 Copay + any amount over the allowed amount	\$10	Tier 1-3 Copay + any amount over the allowed amount
Formulary Drugs				\$35		\$35		\$35	
Non-Formulary Drugs				\$60		\$60		\$60	
Specialty Drugs / Injectables				Tier 1-3		Tier 1-3		Tier 1-3	
Mail Order - 90 day supply				2.5x Retail Copay	Not Covered	2.5x Retail Copay	Not Covered	2.5x Retail Copay	Not Covered
Monthly CITY Premium				C	R	H			
Employee Only				44	37	7	\$760.79	\$732.76	\$633.12
Employee + 1				0	18	3	N/A	\$1,444.88	\$1,248.42
Employee + Family				67	39	7	\$2,016.31	\$2,217.21	\$1,915.75
Retiree Only				32	27	5	\$596.70	\$581.55	\$502.48
Retiree + 1				0	8	1	N/A	\$1,146.73	\$990.81
Retiree + Family				19	9	1	\$1,581.42	\$1,759.69	\$1,520.43
Monthly CITY Premium				162	138	24	\$217,709	\$180,304	\$26,611
Annual CITY Premium							\$2,612,509	\$2,108,521	\$319,332
Annual HRA Funding (Active EE's)							N/A	\$18,900.00	
Annual Opt-Out Incentive Net Expense				8	N/A			-\$55,123	
Total Annual CITY Premium							\$2,612,509	\$2,446,753	
\$ Increase							N/A	-\$165,755	
% Increase							N/A	-6.34%	



DANIA BEACH
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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: July 28, 2020

TO: Honorable Mayor and Commissioners

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

FROM: Fernando J. Rodriguez, Public Services Director

RE: APPROVAL OF WSP USA, INC. PROPOSAL FOR ENGINEERING DESIGN SERVICES, PERMITTING, BIDDING SUPPORT, AND DESIGN SERVICES DURING CONSTRUCTION FOR THE SOUTHEAST DRAINAGE PROJECT – PHASE II

Request

City administration is requesting City Commission authorization to accept the proposal for consulting engineering services for SE Drainage Project – Phase II engineering design services to WSP USA Inc., based on RFP No. 19-014, for an amount not to exceed \$880,471.87

Background

Phase II of the SE Drainage Project was delayed due to a major change in the Public Services' leadership during calendar 2019. Completion of this second and final phase of the project will alleviate the current flooding which results in the southeast area of the city from even moderate rain events. In February 2020 the Commission awarded the contract for engineering design services, permitting, bidding support, design services during construction and project certification to WSP USA, Inc. The attached engineering services proposal scope includes this component as well as design evaluation, project management, and construction inspection throughout the project.

Following design development by WSP, a request for proposal will be issued to select a contractor that will construction services. At the outset of the project construction, the chosen firm will develop a project construction schedule which will provide a projected completion time.

Budgetary Impact

Consulting engineering services for this project in the amount of \$865,440.00 has been approved for Broward County Surtax Cycle I funding. The remainder of \$15,031.87 will be reallocated from existing appropriations in the project fund:

Revenue:

Broward County Surtax Cycle I	403-00-00-337-40-01	+\$865,440.00
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Expenditure:

SE Stormwater Phase II Engineering	403-38-13-538-31-10	+\$880,471.87
SE Stormwater Phase II Construction	403-38-13-538-63-10	(\$ 15,031.87)

Recommendation

City administration recommends approval of the resolution authorizing the City Manager to accept the proposal from WSP USA Inc. for engineering consulting services for the SE Drainage Project – Phase II engineering design services, permitting, bidding support, and design services during construction, and project certification.

RESOLUTION NO. 2020-072

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO AN AGREEMENT FOR ENGINEERING CONSULTING SERVICES FOR ENGINEERING DESIGN SERVICES, BIDDING SUPPORT, DESIGN SERVICES DURING CONSTRUCTION, AND PROJECT CERTIFICATION FOR THE SOUTHEAST DRAINAGE PROJECT – PHASE II TO WSP USA, INC. IN THE AMOUNT NOT TO EXCEED EIGHT HUNDRED EIGHTY THOUSAND FOUR HUNDRED SEVENTY ONE DOLLARS AND EIGHTY SEVEN CENTS (\$880,471.87); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 25, 2020 the City Commission authorized the award under the request for qualifications (RFQ) No. 19-014 to WSP USA, Inc. for engineering design services, bidding support and other services associated with consulting and project management for the SE Drainage Project – Phase II; and

WHEREAS, WSP USA, Inc. has developed a suitable proposal with the required scope to provide the above referenced engineering consultative services during the design phase and throughout the project; and

WHEREAS, following the completion of the engineering design, the project will be bid to a qualified construction firm to complete the construction of the SE Drainage Project;

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

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

Section 2. That the proper City officials are authorized to execute the agreement with WSP USA, Inc., for “Engineering Consultant Services for Southeast Drainage Improvements Phase II” in the amount not to exceed \$880,471.87.

Section 3. That consulting engineering services for this project in the amount of \$865,440.00 have been approved for Broward County Surtax Cycle I funding. The remainder of \$15,031.87 will be reallocated from existing appropriations in the project fund:

Revenue:

Broward County Surtax Cycle I	403-00-00-337-40-01	+\$865,440.00
-------------------------------	---------------------	---------------

Expenditure:

SE Stormwater Phase II Engineering	403-38-13-538-31-10	+\$880,471.87
------------------------------------	---------------------	---------------

SE Stormwater Phase II Construction	403-38-13-538-63-10	(\$ 15,031.87)
-------------------------------------	---------------------	----------------

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 July 28, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



June 12, 2020

Via email: frodriguez@daniabeachfl.gov

Mr. Fernando Rodriguez, Public Services Director
City of Dania Beach
1201 Stirling Road
Dania Beach, FL 33004

**RE: Southeast Drainage Improvements Phase 2
Engineering Design Services, Bidding Support, Design Services During Construction, Construction
Administration and Project Certification
Revised - Scope and Fee Proposal**

Dear Mr. Rodriguez:

WSP USA, Inc. (WSP) is pleased to submit this proposal for engineering design services, bidding support and design services during construction associated with the Southeast Drainage Improvements Phase 2 Project in the City of Dania Beach, Florida. Below please find our proposed detailed scope of work based on our understanding from our recent discussions.

PROJECT UNDERSTANDING

The purpose of the Project is to address current flooding issues at the neighborhood bounded by SE 3rd Street to the north, SE 2nd Avenue to the west, SE 7th Street to the south and SE 5th Avenue to the east, per Exhibit A- Figure 1 of Request for Qualification (RFQ) 19-014 document. Within these limits, there are priority areas located at the current low spots that result in traffic disruptions and repeated private property losses due to flooding. The Project area is about 103 acres and is in a low-lying area within the basin, which receives runoff from the west. Based on preliminary analysis of existing LiDAR data and ICPR-4 model runs, the improvements should consider a contribution area of approximately 190 acres. The contributing area of 190 acres is bounded by SE 2nd St and SE 3rd Street to the north, state road US-1 to the west, SE 10th Street to the south and SE 5th Avenue to the east. The City is also requesting that the storm event to be modeled for the proposed solutions will be a storm event of 3-day duration and 25 year return frequency, with flooding duration of less than 6 hours, with less than 2 inches of flooding at the crown of the road. WSP understands that the City of Dania Beach is seeking drainage solutions (ie. Pump stations, drainage wells, exfiltration trenches, etc.) to reduce flooding, including duration and severity, reduce neighborhood impacts and mitigate project costs.

SCOPE OF SERVICES

Based on our Project Understanding indicated above, please find below a detailed description of the proposed scope of work associated with this project. This scope of work is for providing engineering consulting services, including developing a complete drainage report, 100% design plans and technical specifications, obtaining

WSP USA
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7650 Corporate Center Drive
Miami, FL 33126

Tel.: +1 305 514-3100
Fax: +1 305 261-5735
wsp.com



required Permits for the anticipated construction Project. In addition, to provide bidding support to the City and professional consultation throughout the development of the Project, including design services during construction, construction administration and Project's final certification.

TASK 1 – BASIS OF DESIGN REPORT

Upon issuance of a Notice to Proceed (NTP), WSP will start the preparation of the Basis of Design Report. As part of this Report, WSP is including a Drainage Feasibility Study utilizing previous plans/study/as-builts/survey/GIS atlas review, permits review, agencies Pre-Application meetings, anticipated Permit Matrix. WSP will prepare a Drainage Report based on the requirement of a storm event of 3-day duration and 25 year return frequency, with flooding duration of less than 6 hours, with less than 2 inches of flooding at the crown of the road. As minimum the Report will include the modeling of the existing conditions (Pre-Development), the modeling of the proposed condition (Post-Development), Figures and the ICPR Model results for this storm event. In addition to the 3-day duration and 25 year return road, as requested by the City WSP will provide ICPR model results for the 10 year and 100 year storm events. In order to provide a responsible recommendation regarding the feasibility of the wells including wells capacity (to be included in the Basis of Design Report), WSP propose two (2) test wells to be installed to a depth of 150 feet and water samples will be collected at 5-foot intervals from 70 to 150 feet. The findings will be included in a Reasonable Assurance Report to be prepared by our subconsultant Terracon, in addition to Conceptual Plan layout for City Review and Acceptance. The Drainage Report will include Conceptual Best Management Practices for System Maintenance and Operations. As required by the City, upon acceptance and approval of Conceptual Layout and Drainage Report, WSP will proceed to 30% plans phase and release sub-consultants for Surveying, Geotechnical Evaluation, Hydrological Testing. In addition, the Basis of Design Report will include an opinion of probable cost (Class 4 Estimate) based on a 15% design. This task will be completed within 45 calendar days after NTP.

Task 1 Deliverables:

- Three (3) hard copies and electronic pdf copy of the Basis of Design Report which includes;
 - Drainage Report
 - Injection Wells Reasonable Assurance Report
 - Recommended Project
 - 11"x17" Conceptual Plans in PDF and CAD Files
 - Drainage Collection System Conceptual Plan View
 - Stormwater Pump Station Conceptual Drawing
 - Permit Matrix with anticipated agencies having jurisdiction on the Project and estimated timeframe for processing
 - Electronic Copies of Drainage Calculations
 - Opinion of Probable Costs (Class 4 Estimate)

TASK 2 – INVESTIGATIONS AND 30% DESIGN SUBMITTAL

Upon approval by the City of Task 1 deliverables, WSP will start the preparation of the 30% design documents. As part of this Task, WSP is including the coordination with existing utilities, including design ticket, Topographic Survey, Geotechnical Evaluation and Report for existing subsurface conditions and wells feasibility, 30% Design drawings, 30% Index of Technical Specifications. It is anticipated that Task 2 will be completed within 60 calendar days after the NTP.

WSP understands that the following tasks and/or documents will be provided as part of Task 2 – Investigation and 30% Design Submittal;

- Attendance to one (1) Kick-off Meeting with the City.



show above-ground improvements and locations of trees pursuant to City of Dania Beach code. Survey will be performed from Right-of-Way to Right-of-Way and extend 50 feet beyond project limits at street intersections. Topographic survey for alleyways will be extended up to 50 feet into the alleyways at the intersections with City roads. The Vertical Datum will be North American Vertical Datum (NAVD 88). Survey will be prepared in accordance with City Standards and in AutoCAD version 2016 or later.

- Geotechnical Report – As part of the field investigation, our Subconsultant Terracon Consultants, Inc. will provide seven (7) soil borings ranging from a depth of 10-40 feet, two (2) exfiltration tests and two (2) Double Ring infiltration tests.
- Utility Coordination – WSP will coordinate with existing utility owners within the Project limits. Design will be completed taking into consideration these utilities. As part of the Utility Coordination, the City will provide WSP with information on existing water, sewer and storm water utilities within the Project limits. The 30% Design deliverable will include the Utility Matrix. Available utility data obtained as part of the design ticket will be incorporated into the plans. Sunshine 811 Design Ticket will also be obtained.
- 30% Design Plans - For the development of this task, WSP will provide the following:
 - Plan Sheets, including but not limited to the following engineering disciplines;
 - Civil
 - Mechanical
 - Electrical
 - Instrumentation & Control
 - Structural
 - Landscape
 - The following plan listing is anticipated based on the projected Scope of Work;
 - Cover Sheet
 - General Notes
 - Existing Conditions (Based on Land Survey, As built and Atlas)
 - Proposed Alignment Key Map
 - Proposed Alignment Plans View
 - Collection System
 - Force Main System
 - Miscellaneous Details
 - Pump Station Location and Mechanical Drawings
 - Injection well location
 - Electrical Design Sheets for Pump Station
 - Structural Design Sheets for Pump Station Components
 - Landscape Sheet (around pump station)
- Opinion of Probable Construction Cost – WSP will prepare and provide to the City an Engineering Opinion of Probable Construction Cost based on the 30% design documents.
- Index of Technical Specifications – WSP will develop the Index of Technical Specifications for each construction discipline necessary to construct the Project.
- Attendance to one (1) 30% Design Review Meeting with the City.



Task 2 Deliverables:

- Two (2) 24" x 36" signed and sealed Survey Plans and 2016 CAD Files
- Two (2) signed and sealed Geotechnical Report
- Utility Matrix and Utility Coordination Letters
- Three (3) hard copies 24" x 36" and electronic pdf copy of the 30% Design Plans and 2016 or later CAD Files
- Three (3) Electronic Copies of 30% Opinion of Probable Cost
- Three (3) Electronic Copies of Index of Technical Specifications
- Updated Design Schedule

TASK 3 – 60% DESIGN SUBMITTAL

For the development of this Task, WSP will provide the following;

- Copy of the City of Dania Beach 30% Comments and Responses from 30% Design Submittal.
- Show profile elevation of the top of pipe and finished grade for the proposed force mains. As indicated by the City's consultant, profiles for gravity drainage is not required and therefore not included.
- Identification of demolition limits and items on the Design Plans.
- Additional Detailed information to Plan Sheets, including but not limited to the following sheets;
 - Cover Sheet
 - General Notes
 - Proposed Alignment Key Map
 - Proposed Alignment Plans
 - Collection System
 - Detailed Force Main System including alignment and profiles
 - Miscellaneous Details
 - Pump Station Location and Detailed Mechanical Drawings
 - Injection well location
 - Detailed Electrical Design Sheets for Pump Station
 - Detailed Structural Design Sheets for Pump Station Components
 - Detailed Landscape Sheet (around pump station)
- Draft Technical Specifications
- Attendance to the 60% Design Review Meeting with the City of Dania Beach

Task 3 Deliverables:

- Updated Utility Matrix
- Three (3) hard copies 24" x 36" and electronic pdf copy of the 60% Design Plans and 2016 or later CAD Files
- Three (3) Electronic Copies of 60% Design Opinion of Probable Cost
- Three (3) Electronic Copies of the Draft Technical Specifications
- Updated Design Schedule



TASK 4 – PERMITTING PACKAGE

WSP will prepare the Permitting Packages and obtain applicable signatures once the 60% submittal has been reviewed and approved by the City. WSP will submit the Permit Packages and checks to the respective permitting agencies, respond to any RFIs the agencies may have, and attend meetings. This task will include the following;

WSP will coordinate all permitting efforts with the City. WSP will identify all applicable permits and approvals. Pre-application meetings will take place during the 30% Design Phase. WSP will provide meeting minutes listing the permit requirements and limiting conditions for all pre-application meetings. Permit application fees will be paid by Consultant and reimbursed by the City.

Anticipated agencies that have been identified for this project include but is not limited to;

- City of Dania Beach – Engineering Permit
- City of Dania Beach – Building Permit
- Broward County – Surface Water Management
- Broward County – Environmental Resource License (Modification or withdrawal of existing DF11-1042)
- South Florida Water Management District (SFWMD) – Environmental Resource License (Modification or withdrawal of existing)
- Florida Department of Environmental Protection (FDEP) – Discharge Permit

Task 4 Deliverables:

For each of the above identified permits, the following activities are anticipated and included in this scope;

- Pre-application meeting and up to two (2) follow-up meetings as needed
- Preparation of application and supporting documentation
- Permit Package Submittal and processing
- Responses to Request for Additional Information from Agencies.
- Tracking Sheet with indication of dates of submittal of each application and approval or comments from the corresponding agency.

TASK 5 – 90% Design Submittals

For the development of the 90% Design Submittal, WSP will provide the following;

- Copy of the City of Dania Beach 60% Comments and Responses from 60% Design Submittal
- Additional Detailed information to Plan Sheets
- 90% Structural Plans for the two (2) pump station, including Detailed Specifications and Calculations
- 90% Technical Specifications
- Attendance to the 90% Design Review Meeting with the City of Dania Beach

Task 5 Deliverables:

- Three (3) hard copies 24” x 36” and electronic pdf copy of the 90% Design Plans and 2016 or later CAD Files
- Three (3) Electronic Copies of 90% Design Opinion of Probable Cost
- Three (3) Electronic Copies of the Detailed Technical Specifications
- Updated Design Schedule



TASK 6 – 100% Design Submittals

The 100% Design Submittal will include the following items;

- Copy of Comments and Responses from the Permit Package Submittal Review
- Permits and Original stamped permit plan sets
- Electronic DVD copies of geotechnical report, survey, engineering drawings, construction specifications, calculations and permits (Submit all MS Word, MS Excel, PDF, CAD Files associated with the Project)

Task 6 Deliverables:

- Approved 100% Construction Plans – Four (4) copies 24” x 36”, including regulatory agencies comments incorporated
- DVD with 100% Construction Plans (CAD Files and PDF)

TASK 7 – PUBLIC INVOLVEMENT

As part of this Task, WSP and its subconsultant, Infinite Source Communications Group (ISCG) will be providing Public Information Support to the City throughout the duration of the Project. During this initial Task our team will perform the following activities;

- Prepare a database of all the stakeholders and elected officials.
- Development of Project fact sheets.
- Distribution of Notices to the Community via e-mail through constant contact.
- Attend Project coordination meetings.
- Coordinate and host one (1) public meeting inviting affected residents and local agencies to review plans, meet the team and ask any questions related to the work.
- ISCG will secure the venue, schedule the meeting, develop the project flier, mail information to the public and work with Dania Beach to promote the meeting.
- ISCG will work with the team to develop a presentation or any project displays and/or graphics.
- ISCG will prepare all sign-in sheets, comment cards and other meeting materials.

TASK 8 – BIDDING SUPPORT

WSP will support City’s staff during the bidding phase. The following activities are anticipated and included in the scope for this task:

- Coordinate the release of bidding documents with the City
- Prepare One (1) Agenda for Pre-Bid Meeting
- Attend and participate in One (1) Mandatory Pre-Bid Meeting
- Prepare and submit to the City the meeting minutes of the Pre-Bid Meeting
- Evaluate and provide response to questions from prospective bidders in a timely manner
- Develop addenda as needed
- Review all bids for sufficiency and provide evaluation results to the City
- Provide Recommendation of Award to the City
- Provide support to the City in the preparation of Contract Documents



WSP will work with the City to provide a master copy of the Design Package in electronic format (PDF). It is our understanding that the City will be responsible for distribution of bid packages to prospective bidders via online distribution through the City's bidding platform.

WSP will respond to technical questions forwarded by the City as part of the scope. The questions will be responded using the Addendum Form provided by the City for expedited response time and will generate necessary supporting documents, as applicable, and submit them to the City for distribution to registered plan holders.

As part of the bids review, WSP will evaluate the construction approach, bid schedules, contact and verify references, evaluation of qualifications of the bidders for undertaking the work on the project, and provide a recommendation of award.

Task 8 Deliverables:

- WSP will provide One (1) Draft for City's review and One (1) Final version of the Pre-Bid Meeting minutes in electronic format
- One (1) Bids Evaluation Report with Recommendation of Award in electronic format. The evaluation report will include a spreadsheet comparing bidder's pricings.

TASK 9 – DESIGN SERVICES DURING CONSTRUCTION, CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

SCOPE AND DELIVERABLES

As Engineer of Record and Construction Manager, WSP will provide design services during construction, shop drawing reviews, RFIs responses, limited site visits, construction observation as Owner's representative on site and/or in its office to provide construction administration, quality assurance and project controls, witness required tests, review of as-builts and Project Certifications together in coordination with the City of Dania Beach, and the Contractor(s). The services include:

WSP will attend, conduct and prepare agenda and minutes for the pre-construction meeting. WSP periodically will monitor the contractor's on-site construction activities and inspect materials in the project site, are in accordance with the plans, specifications, and special provisions for the construction contract, and verify that accepted/approved shop drawing submittals exist for each item being delivered, to ascertain that the project is constructed in reasonable conformity with the construction documents. If materials do not conform with the construction documents, WSP will notify the Contractor. WSP will maintain detailed accurate records of the contractor's daily operations at the time of the visits and of significant events that affect the work.

WSP will observe the progress of the work at times appropriate to the construction so as not to impede the Contractor's progress. WSP will advise the Contractor of deviations, defects or deficiencies observed in the work. WSP will review the project construction schedule submitted by the contractor monthly to monitor construction progress and identify possible delays. If found, WSP will notify the City and Contractor to take corrective action. WSP will track and monitor damages to existing utilities and existing infrastructure and will notify both the City and contractor of such damages. The contractor will take corrective actions to complete any needed repairs.



WSP is not authorized to change, revoke, alter, enlarge, relax or release any requirements of the Contract Documents without written approval from the City. As Engineer of Record, WSP will be responsible for the Certification of Project and approval of As-Builts. Communication between WSP and the Contractor regarding quality review will not in any way be construed as binding WSP or the City or releasing the Contractor from performing in accordance with the terms of the Contract Documents.

WSP will not be responsible for, and will not control the means, methods, techniques, sequences and/or procedures of construction for the Project. No action taken by WSP will relieve the Contractor from their obligation to perform the Work in strict conformity with the requirements of the construction Contract Documents together with all other applicable laws, rules and regulations.

WSP will review materials testing by a third-party testing lab, to be provided by the Contractor, to ensure their properties are suitable for proper construction of designed facilities. These materials include soils, asphalt, concrete, steel reinforcement, and any other materials as required by the City. WSP will determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, sampling and testing provided by the Contractor. If testing fails to meet the required specifications, WSP will inform the contractor immediately. Corrective action must be taken by the contractor before proceeding with work. If work is unsatisfactory, WSP will notify the Contractor. WSP will review the third-party laboratory invoices for verification of tests performed, quantity, date, hours charged by technician, and all other pertinent items charged by the lab.

WSP will coordinate with contractor to schedule required lamping tests, pump station start-up testing, drainage well start-up testing, and switchgear testing. If requested, WSP will submit to the City documentation reports on testing performed. Reports will be submitted the same week the construction work is done or as soon as possible thereafter. The Contractor shall coordinate any regulatory agency inspections as required by the project permits.

Photographic documentation will be maintained of the work by WSP. A compact disc (CD) or a File-Transfer download link containing all project photos (in jpeg file format) taken the week before by WSP will be submitted to the City weekly.

WSP will prepare the agendas, attend and conduct construction progress meetings (assumed one monthly meeting per 13 months of construction). WSP will provide the meeting minutes of the construction progress meetings. WSP will review the contractor payment requests to verify quantities are in conformance with the Measurement and Payment Specification. WSP will review change orders along with justification and back up documents submitted by the contractor and provide a recommendation to the City.

WSP will monitor mechanical equipment testing and start-ups, and will participate in the final inspection of the Project in coordination with the City and construction Contractor to confirm completion of the punch-list, and will produce a certificate of substantial completion, and finalization of contract checklist.

WSP will also coordinate and receive documentation and records from the Contractor for compliance with the project contract in accordance to the City's procedures. WSP will review as-built drawings, operation and maintenance reports provided by the contractor. WSP will assist the City in project closeout procedures.



Task 9 Deliverables:

- Progress Meetings Agendas
- Meeting Minutes
- Inspection Reports
- Review Pressure Test reports
- Review System Test Reports
- Final Punch List
- Recommendations for approval of Contractor's request for payment - One (1) per Month
- Review and recommendations for approval of Contractor's change orders - Up to five (5) Change Orders
- Contractor's Record Drawings Log File
- RFI Logs
- Submit responses to contractor RFIs (Assuming 1 RFIs/week of Construction Contract of 13 months)
- Review of Project's As-Builts prepared by Contractor
- Obtain Project's Certifications and close out permits

PROPOSED STAFFING

It is anticipated that WSP will provide staff members in the following positions:

Project Manager (Part-Time) (WSP):

- WSP's Project Manager will serve as the Owner's Consultant point of contact and report work progress, budget status, major Project issues and other pertinent information to the City.
- Manage the City's contract with WSP. Manage sub consultants.
- Attends, conducts and prepare agendas and meeting minutes for construction progress meetings (One per 13 months of Construction).
- Serve as the City's representative for the review of progress payments, processing and negotiation of claims and change orders.
- Review and Recommendation of payments, processing of RFIs and RFCs, change orders, claims, project start-up and closeout.
- Review construction processes.
- Keep and update Submittal and RFI Logs.
- Review project activities with client and contractor's field supervision resolving disputes and other issues.
- Review daily inspection reports and other project documentation.
- Attends and lead construction meetings with client and contractors.

One (1) Inspector (Part-Time)



- **Site Conditions:** monitor site conditions for safety hazards during onsite. As inspectors are not qualified or trained safety engineers, they are not expected to recognize all types of hazards. Therefore, inspectors are only expected to recognize a hazard that any reasonable non-safety professional would recognize. In addition, safety obligations extend only to recognizable hazards that may be observed during the normal conduct of on-site business. An inspector is not expected to spend significant time attempting to identify safety problems. Ultimately the Contractor is responsible for site safety.
- Recording of Punch-List.
- Reviewing and provide comments of Contractor as-builts.
- Maintaining a record of observations in regard to construction quality, safety procedures, and non-compliance work.
- Maintaining a record of damages to existing utilities and existing infrastructure, and associated corrective actions taken by the contractor to make needed repairs.
- **Progress Reports:** prepare reports documenting the various construction activities occurring in the Project.
- **Damage to Existing Utilities:** identify any existing facilities damaged by the Contractor and verify that the Contractor has notified the respective owner(s). Contractor are responsible for producing a detailed damage report with repair options.
- **Equipment Tests and Systems Start-Up:** verify that equipment tests and systems start-ups are conducted in the presence of appropriate personnel and that the Contractor maintains adequate records thereof. During the tests, the Project Manager will also observe, record, and report any appropriate details relative to the test procedures and start-up.
- **Photographic Record:** provide a photographic record of the construction, beginning with pre-construction documentation and ending with post-construction photographs, as well as, weekly progress photographs. Photographs will be digital snapshot type taken to define the progress of the project and will be labeled with the project number, location, and view. Progress photographs will be stamped with the date and time.
- **Adherence to Contract Documents:** review materials and workmanship of the projects and report to the City, any deviations from the contract document. Inspector will also determine the acceptability of the work/materials and in concert with EOR.
- **Record Drawings:** monitor to ensure that red-line drawings are being properly maintained by the Contractor and that a Florida Registered Land Surveyor has been on-site. At a minimum, the Project Manager will review the red-line drawings on the 20th of every month, or more often, as deemed necessary by the Project Manager. Note that failure to maintain the red-line drawings in an up-to-date condition may be grounds for withholding Contractor monthly progress payments until such time as the red-line drawings are brought up-to-date. The Inspector will notify the Project Manager if they consider the red-line drawings insufficient and will recommend to the City; who will make a final determination if withholding payment is merited. Project Close-out services, As-Built review and provide comments to Contractor. As Engineer of Record, WSP is responsible of Project Final Certification and permits close out in coordination with the Contractor.
- **Notification:** Through our public involvement subconsultant ISCG we will coordinate with the Contractor to inform the neighboring residence / business establishments of the upcoming construction work, by means of door hanger placement, adjacent to their property.



- **Project Completion:** Inspects projects for substantial and final completion and prepares list of any deficiencies.

INFORMATION TO BE PROVIDED BY CLIENT

In order to complete the Scope of Services, the following items are to be provided by the Client:

1. Permit application fees and agency review fees.
2. As Built or GIS Atlas for existing water, sewer and storm water facilities
3. Subsoil geotechnical report for previous projects
4. Topographic Survey prepared for previous projects in CAD format

SCHEDULE OF IMPLEMENTATION

WSP is prepared to begin the work immediately upon receiving written notice to proceed.

WSP will begin preparing the Basis of Design Report upon receipt of the notice to proceed. A Preliminary Schedule of Implementation is provided as Exhibit A to this Proposal.

FEE SCHEDULE

The services described herein will be performed on a lump sum Not-to-Exceed fee basis as in the amount of **\$880,471.87** in accordance to the Fee Schedule below and Exhibit B's labor rates. Reimbursable expenses for the amount of **\$25,500.00** for this contract include, but are not limited to, permitting fees, printing and reproduction costs and soft digs. The total lump sum Not-to-Exceed fee basis cost is **\$880,471.87**. Refer to Exhibit B for the manhours and detailed Fee Schedules.

FEE SCHEDULE TABLE

Task 1	Basis of Design Report	\$73,187.82	Lump Sum
Task 2	Investigation and 30% Design Submittal	\$201,041.55	Lump Sum
Task 3	60% Detailed Design	\$101,208.34	Lump Sum
Task 4	Permitting Package	\$79,545.15	Hourly, Not-to-Exceed
Task 5	90% Design Submittal	\$71,012.18	Lump Sum
Task 6	100% Design Drawings	\$51,857.31	Lump Sum



Task 7	Public Involvement	\$36,780.27	Hourly, Not-to-Exceed
Task 8	Bidding Support	\$20,172.61	Hourly, Not-to-Exceed
Task 9	Design Services During Construction and Construction Management and Inspection	\$220,166.64	Lump Sum
Sub-Total		\$854,971.87	Lump Sum
	Reimbursable Expenses	\$25,500.00	Allowance
	TOTAL	\$880,471.87	Lump Sum

INVOICING

WSP will invoice monthly. WSP requires payment of invoices within 30 days of the receipt of invoices. Invoices not paid within 30 days are subject to a service charge including costs of collection and attorney's fees, if necessary.

ASSUMPTIONS, EXCLUSIONS AND LIMITATIONS

1. Since the anticipated design will not utilize a proposed drainage swale in West Lake, no wetland impacts are proposed as part of the Project. No work or swale creation as previously designed by others will be done, since no wetlands work is proposed. It is anticipated that there are no protected species surveys or permitting required. If there are wetland or protected species permits required, this will be provided as additional scope.
2. The agencies with jurisdiction for this Project include City of Dania Beach, Florida Department of Environmental Protection, South Florida Water Management District (SFWMD) and Broward County.
3. SFWMD ERP is scheduled to expire in 7/7/2020. This needs to be modified.
4. As part of the previous Project, SFWMD permit application # 110106-11 has been issued. Broward Co. License # DF11-1042 is pending. USACE permit SAJ-2011-001999 (IP-M5W) is pending. Broward Co. surface water permit L2009-011 is pending and will need to be modified and is required for issuance based on no work proposed in West Lake/property east of SE 5th Ave. The SFWMD permit will be modified or withdrawn and the Broward Co. license App. DF11-104Z and USACE Application will be withdrawn.
5. Scope does not include any wetland mitigation monitoring or post-construction water quality.
6. Protected species and other incidental wildlife observations will be noted. Species-specific assessments (such as bonneted bat, wading birds, indigo snakes) are not included in this scope, but can be provided as an additional service.
7. There are existing outfalls to West Lake Park that were not previously permitted. Consultant shall propose to incorporate those culverts into the permit, assuming as a Design Criteria that Post Development discharge condition onto the West Lake Park will be compared to Pre Development Condition. However, if the permitting agencies reject their use or require additional agreements, legal counsel, notice of violation resolution, or extraordinary coordination beyond the typical permitting requirements, this will be coordinated by the City.
8. 5-year certification of surface water management system is not included.
9. Tree Permitting efforts and fees are excluded.
10. It is anticipated up to 10@ \$500/EA. Subsurface geophysical utility investigations, soft digs, as described on ASCE 38-02.



11. Traffic and Signalization Analysis is not included as part of this Proposal.
12. Proposal do not include monitoring and inspection of the contractor's Work Zone Traffic Control Plan or requests of modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, to be in accordance with the applicable permits.
13. Vibration monitoring services are not included in this scope of work.
14. Permit fees are assumed to be reimbursed by the Owner. Permit Application Fees have been estimated in \$20,000 for budget purposes. Receipts from Permit Agencies will be submitted as part of the invoices.
15. The Electric Switchgear panel will include an outlet for emergency generator connection. The design of a standalone generator set is not included in the scope of services.



CLOSURE

Thank you for the opportunity to submit this proposal and look forward to working with you on this project. We are confident that our integrated services and experience will prove successful on this exciting project. WSP can begin working immediately on the project upon receipt the signed authorization, one copy of the signed proposal.

If this proposal is acceptable to you, please sign below as your formal authorization to proceed and return a copy to us for our files. If you have questions, please call us at 305.514.3100.

Sincerely,

Scott Haitz, PG
Vice President and SE Regional Manager
Water & Environment

Jose Custodio Hernandez, PE, MEng
Project Manager

AUTHORIZATION

Receipt of this Proposal, including the General Terms and Conditions annexed hereto, is hereby acknowledged and all of the terms and conditions contained therein are accepted.

City of Dania Beach

RE: Southeast Drainage Improvements Phase 2
Engineering Design Services, Bidding Support, Design Services During
Construction and Project Certification
Scope and Fee Proposal

Company: _____ (Client)

By/Title: _____
(Authorized representative)

Signature By: _____

Date: _____

EXHIBIT A

PRELIMINARY SCHEDULE OF IMPLEMENTATION

EXHIBIT A

PRELIMINARY SCHEDULE OF IMPLEMENTATION

The preliminary schedule of implementation for the project is provided below.

TASK	DESCRIPTION OF TASK	COMPLETION DATE
Task 1	Basis of Design Report	Design NTP + 45 Days
Task 2	30% Design Submittal	After Acceptance of Basis of Design Report + 60 Calendar Days
Task 3	60% Design Submittal	40 Calendar Days after receiving comments to the 30% Design Submittal
Task 4	Permitting	
	4.1 – Broward County Surface Water Management	Est. timeframe = 120 days after approval of Task 3*
	4.2 – City of Dania Beach Engineering & Building Permits	Est. timeframe = 120 days after approval of Task 3*
	4.3 – FDEP Discharge Permit	Deep well discharge permit Est. timeframe = 120 days after approval of Task 3*
	4.4 – SFWMD – Environmental Resource Permit	Modification/Withdrawal of Permit = 60 Days after approval of Task 3*
Task 5	90% Design Submittal	30 Calendar Days after receiving comments to the 60% Design Submittal
Task 6	100% Design Submittal	134 Calendar Days after approval of Task 3
Task 7	Public Information	Throughout Project Duration
Task 8	Bidding Support	Subject to Client/Owner Internal Procurement Processes
Task 9	Design Services During Construction and CEI Services	
	9.1 – Soft Mobilization (Shop Drawings, Contractor's Permits, Staging Area, etc.)	Est. Duration = 60 days after Soft Mobilization NTP
	9.2 – Construction Substantial Completion	Est. Duration = Construction NTP + 400 Calendar Days
	9.3 – Project's Final Completion	Est. Duration = Construction Substantial Completion + 30 Calendar Days

*Estimated Timeframes based on Previous Experiences, depending on regulatory agencies workloads

EXHIBIT B

MANHOURS FEE SCHEDULE



Project: DANIA BEACH SOUTHEAST DRAINAGE IMPROVEMENTS PHASE 2 Client/Owner: CITY OF DANIA BEACH, FLORIDA Estimator: RP / WR / JC		DANIA BEACH SOUTHEAST DRAINAGE IMPROVEMENTS PHASE 2						Sub-Consultants				
		6/11/2020										
		DIRECT LABOR (MAN-HOURS)										
Description: ENGINEERING DESIGN SERVICES, BIDDING SERVICES AND CONSTRUCTION ENGINEERING AND INSPECTION SERVICES 11-2020		Lead Design Manager	Project Manager	CADD	Stormwater Modeler	Senior Engineer	WSP Line Item					
		-C-	-D-	-E-	-F-	-G-	Totals	Miller Legg	Comenco	Terracon	Infinite Communications	
TASK 01 Basis of Design Report												
01.01.01	Basis of Design Report, with Drainage Report, ICP4 Model for 3-Day 25 year storm event and Conceptual Plans	16	40	200	40	8	\$50,244.82			\$22,943		
		TOTAL HOURS	16.00	80.00	200.00	80.00	8.00					
		RAW LABOR (SHOUR)	\$ 85.73	\$ 52.85	\$ 35.10	\$ 57.70	\$ 48.86					
		CONTRACT MULTIPLIER	2.85	2.85	2.85	2.85	2.85					
		LABOR RATE (SHOUR)	\$ 244.33	\$ 150.74	\$ 100.04	\$ 164.46	\$ 139.29					
		Sub-Total	\$ 3,959.29	\$ 12,058.92	\$ 20,007.00	\$ 13,155.40	\$ 1,114.01	\$ 20,244.62	\$0	\$0	\$22,943	\$0
		Total Task 01										
TASK 02 Investigations and 30% Design												
02.01.01	30 % Design Project Management (Kickoff Meeting, 30% Design Review Meeting, Coord. With City)	10	22	3			\$6,059.61					
02.01.02	Coordination with Existing Utilities (As-Built), Design Ticket, Utility Letters		8	40		8	\$6,323.30					
02.01.03	Topographic Survey by Professional Land Surveyor	4	4				\$1,589.27	\$	77,690.00			
02.01.04	Geotechnical Report - For Existing Subsurface conditions, wells feasibility	4	4				\$1,589.27			\$	15,641.00	
02.01.05	30% Design Drawings	30	80	288	149	60	\$82,056.63	\$	2,215.00	\$	3,492.00	
02.01.06	30% Index of Specifications	4	4	16			\$3,180.83					
02.01.07	30% Submittal QA/QC						\$1,954.64					
		TOTAL HOURS	60.00	122.00	367.00	149.00	68.00					
		RAW LABOR (SHOUR)	\$ 85.73	\$ 52.85	\$ 35.10	\$ 57.70	\$ 48.86					
		CONTRACT MULTIPLIER	2.85	2.85	2.85	2.85	2.85					
		LABOR RATE (SHOUR)	\$ 244.33	\$ 150.74	\$ 100.04	\$ 164.46	\$ 139.29					
		Sub-Total	\$ 14,659.83	\$ 18,389.85	\$ 35,722.50	\$ 24,982.31	\$ 9,469.07	\$ 19,723.56	\$ 79,215.00	\$ 3,492.00	\$ 15,641.00	\$ -
		Total Task 02										
Design / Plans												
TASK 03 60% Detailed Design												
03.01.01	60 % Design Project Management (60% Design Review Meeting, Coord with City)	4	20				\$3,992.05					
03.01.02	60% Pipe Plan, Profile Notes and Details (production)	30	55	798	149	40	\$75,503.20	\$	2,215.00	\$	13,400.00	
03.01.03	60% Specifications Package	4	12	8		4	\$4,143.44					
03.01.04	60% QA/QC	8					\$1,954.64					
		TOTAL HOURS	46.00	97.00	306.00	149.00	64.00					
		RAW LABOR (SHOUR)	\$ 85.73	\$ 52.85	\$ 35.10	\$ 57.70	\$ 48.86					
		CONTRACT MULTIPLIER	2.85	2.85	2.85	2.85	2.85					
		LABOR RATE (SHOUR)	\$ 244.33	\$ 150.74	\$ 100.04	\$ 164.46	\$ 139.29					
		Sub-Total	\$ 11,239.20	\$ 13,114.08	\$ 30,610.71	\$ 24,982.31	\$ 6,127.04	\$65,593.34	\$ 2,215.00	\$ 13,400.00	\$ -	\$ -
		Total Task 03										
TASK 04 Permitting												
04.01.01	Permits Project Management	6	40				\$7,498.44					
04.01.02	Surface Water Permitting			795			139.0					
04.01.03	Permitting for Proposed Pump Stations and Discharge Wells			199			\$43,611.56					
		TOTAL HOURS	6.00	40.00	414.00	0.00	250.00					
		RAW LABOR (SHOUR)	\$ 85.73	\$ 52.85	\$ 35.10	\$ 57.70	\$ 48.86					
		CONTRACT MULTIPLIER	2.85	2.85	2.85	2.85	2.85					
		LABOR RATE (SHOUR)	\$ 244.33	\$ 150.74	\$ 100.04	\$ 164.46	\$ 139.29					
		Sub-Total	\$ 1,465.98	\$ 6,026.46	\$ 41,414.49	\$ -	\$ 30,635.22	\$ 79,544.15	\$ -	\$ -	\$ -	\$ -
		Total Task 04										
TASK 05 90% Design Information												
04.01.01	90% Project Management	8.0	16.0				\$4,368.43					
04.01.02	90% Plans and Detailed Specifications	20	40	199	99	20	\$49,888.11	\$	2,215.00	\$	12,588.00	
04.01.03	QA/QC						\$1,954.64					
		TOTAL HOURS	28.00	56.00	199.00	99.00	20.00					
		RAW LABOR (SHOUR)	\$ 85.73	\$ 52.85	\$ 35.10	\$ 57.70	\$ 48.86					
		CONTRACT MULTIPLIER	2.85	2.85	2.85	2.85	2.85					
		LABOR RATE (SHOUR)	\$ 244.33	\$ 150.74	\$ 100.04	\$ 164.46	\$ 139.29					
		Sub-Total	\$ 8,798.99	\$ 8,441.24	\$ 19,996.97	\$ 16,280.06	\$ 2,765.02	\$ 25,203.18	\$ 2,215.00	\$ 12,588.00	\$ -	\$ -
		Total Task 05										
TASK 06 100% Design Drawings (P&I)												
05.01.01	100 % Design Project Management	2.0	4.0				\$1,093.61					
05.01.02	100% Pipe Plan, Profile Notes and Details (Production)	34	36	100	50	10	\$30,004.39	\$	2,215.00	\$	12,714.00	
05.01.03	100% Specs	6	16				\$3,877.77					
05.01.04	100% QA/QC						\$1,954.64					
		TOTAL HOURS	42.00	56.00	100.00	50.00	30.00					
		RAW LABOR (SHOUR)	\$ 85.73	\$ 52.85	\$ 35.10	\$ 57.70	\$ 48.86					
		CONTRACT MULTIPLIER	2.85	2.85	2.85	2.85	2.85					
		LABOR RATE (SHOUR)	\$ 244.33	\$ 150.74	\$ 100.04	\$ 164.46	\$ 139.29					
		Sub-Total	\$ 9,773.22	\$ 7,535.61	\$ 10,000.00	\$ 8,223.26	\$ 1,392.31	\$ 36,924.81	\$ 2,215.00	\$ 12,714.00	\$ -	\$ -
		Total Task 06										
TASK 07 Public Involvement												
06.01	Public Involvement	4.0	4.0				\$1,589.27				\$	35,200.00
		TOTAL HOURS	4.00	4.00	0.00	0.00	0.00					
		RAW LABOR (SHOUR)	\$ 85.73	\$ 52.85	\$ 35.10	\$ 57.70	\$ 48.86					
		CONTRACT MULTIPLIER	2.85	2.85	2.85	2.85	2.85					
		LABOR RATE (SHOUR)	\$ 244.33	\$ 150.74	\$ 100.04	\$ 164.46	\$ 139.29					
		Sub-Total	\$ 972.35	\$ 602.95	\$ -	\$ -	\$ -	\$ 1,589.27	\$ -	\$ -	\$ -	\$ 35,200.00
		Total Task 07										
TASK 08 BIDDING SUPPORT												
07.01.01	Coordination with Procurement Release of Bidding Documents and Contract Preparation	5	24				\$4,839.33					
07.01.02	Prepare One (1) Agenda for Pre-Bid Meeting	2	2				\$790.13					
07.01.03	Attend and Participate One (1) Pre-Bid Meeting	3	3	2			\$1,385.27					
07.01.04	Prepare and Submit Pre-Bid Meeting Minutes	1	1	4		3.0	\$1,212.36					
07.01.05	Evaluate and Response to DB Firm Questions	4	8				\$2,189.21					
07.01.06	Develop Addenda	4	16	8			\$4,189.39					
07.01.07	Evaluation of Bids and Recommendation of Award	8	24				\$5,072.32					
		TOTAL HOURS	27.00	78.00	14.00	0.00	3.00					
		RAW LABOR (SHOUR)	\$ 85.73	\$ 52.85	\$ 35.10	\$ 57.70	\$ 48.86					
		CONTRACT MULTIPLIER	2.85	2.85	2.85	2.85	2.85					
		LABOR RATE (SHOUR)	\$ 244.33	\$ 150.74	\$ 100.04	\$ 164.46	\$ 139.29					
		Sub-Total	\$ 6,596.92	\$ 11,797.45	\$ 1,400.49	\$ -	\$ 417.75	\$ 20,172.61	\$ -	\$ -	\$ -	\$ -
		Total Task 08										
TASK 09 Design Services During Construction												
08.01.01	LCS Project Management and Site Visits	40	80			20	\$24,617.18					
08.01.02	Pre-Construction Meetings (1 meeting - 2 hr/mtg)	2	2				\$790.13					
08.01.03	Shop Drawing Reviews (20 Shop Drawings)	20	20				\$7,803.34					
08.01.04	Monthly Construction Progress Meeting (2 hr/monthly Meetings - Agenda and Minutes)	24	24				\$9,481.61					
08.01.05	Inspection Services (4 hrs. day/5 weeks)					1080	\$10,948.08					
08.01.06	Address Construction Period RFIs (Assume 10 RFI)	10	10				\$3,950.67					
08.01.07	Project Certification	16	40	5			\$10,438.92					
08.01.08	As-built Drawing Verification	16	24	10		2	\$5,952.72			\$	5,076.00	
		TOTAL HOURS	116	200	24	8	1100					
		RAW LABOR (SHOUR)	\$ 85.73	\$ 52.85	\$ 35.10	\$ 57.70	\$ 48.86					
		CONTRACT MULTIPLIER	2.85	2.85	2.85	2.85	2.85					
		LABOR RATE (SHOUR)	\$ 244.33	\$ 150.74	\$ 100.04	\$ 164.46	\$ 139.29					
		Sub-Total	\$ 28,821.09	\$ 30,147.30	\$ 2,100.74	\$ -	\$ 154,011.61	\$ 216,090.64	\$	5,076.00	\$ -	\$ -
		Total Task 09										
Reimbursables												
		Reimbursable Expenses: (Printing, Mileage, Tolls, Parking, Postage, Records Fees, Etc.)					\$					
		Permit Application Fees					\$					
		Soft Digs Utility Investigations (Anticipated 10/500 Each)					\$					
		Total Reimbursables					\$25,000.00					
		TOTAL FEE (incl Subs)					\$880,473.87					
		WSP MH TOTAL	306	555	1,397	447	1,458					
		WSP FEE TOTAL	\$ 74,276.47	\$ 78,222.24	\$ 16,334.41	\$ 73,506.92	\$ 173,785.26	\$	486,115.08			
WSP Staff Legend												
A	Lead Design Manager											
B	Project Manager											
C	CADD											
D	Stormwater Modeler											
E	Senior Engineer											
		Sub	\$	\$	\$	\$	\$					
		Miller Legg	\$	\$5,860.00	8.75%							
		Comenco	\$	\$7,230.00	1.36%							
		Terracon	\$	\$5,584.00	4.38%							
		Infinite Comm.	\$	\$5,200.00	4.00%							
			\$	\$	0.00%							
			\$	\$	0.00%							
		Total Subs	\$	\$	23.50%							

EXHIBIT C

SUBCONSULTANTS PROPOSALS

May 8, 2020



WSP, Inc
7650 Corporate Center Drive, Suite 300
Miami, FL 33126

Attn: Mr. Werner J. Reinefeld, P.E., ENV SP
E: werner.reinefeld@wsp.com
T: 305-514-3166

Re: Proposal for Geotechnical Engineering Services
City of Dania Beach DCP for Southeast Stormwater Improvements
Area bound by Federal Highway, SE 10th Street, SE 5th Avenue and SE 2nd & 3rd Street
Dania Beach, Florida
Terracon Proposal No. P34205040

Dear Mr. Reinefeld:

We appreciate the opportunity to submit this proposal to WSP, Inc (WSP) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the base geotechnical Scope of Services described in this proposal is as follows:

- a. Reasonable Assurance Report - \$22,943.00
- b. Geotechnical Engineering Report - \$ 15,641.00

Total estimate for the project is \$38,584.00. This See Exhibit C for more details of our fees and consideration of additional services. Please initial the section of the additional fees, if approved.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by providing a Services Agreement between WSP and Terracon to our office.

Sincerely,

Terracon Consultants, Inc.

A blue ink signature of Rutu Nulkar, consisting of a stylized first name and a surname.

Rutu Nulkar, P.E.
Senior Engineer

A blue ink signature of Hugo E. Soto, featuring a stylized first name and a surname.

Hugo E. Soto, P.E.
Principal

Terracon Consultants, Inc. 5371 NW 33rd Avenue, Suite 201, Fort Lauderdale, FL 33309
P (954) 741 8282 F (954) 741 8240 terracon.com

Proposal for Geotechnical Engineering Services

City of Dania Beach DCP for Southeast Stormwater Improvements ■ Dania Beach, Florida

May 8, 2020 ■ Terracon Proposal No. P34205040



EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by WSP and the expected subsurface conditions as described below. We have not visited the project site. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at Area bound by Federal Highway, SE 10th Street, SE 5th Avenue and SE 2nd & 3rd Street in Dania Beach, Florida. (See Exhibit D)
Existing Improvements	The site is currently occupied by existing concrete plant
Current Ground Cover	Existing residential structures and roadway
Existing Topography (from field visit)	The site is fairly level.
Site Access	We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment.
Expected Subsurface Conditions	Our experience at the project site south of the project indicates subsurface conditions consist of 2-3 feet of granular fill underlain by 2 to 4 feet of organic silt material. The upper limestone formation extends to a depth of approximately 15 feet. This layer is underlain by granular soils to a depth of approximately 40-50 feet below existing grade. The lower limestone formation enters the profile below the sands.

Planned Construction

Item	Description
Information Provided	The project information was provided by Rinker via emails on May 5 and 7, 2020
Project Description	This project consists of stormwater drainage improvements within the area mentioned above.
Proposed Structure	The following structures are proposed for this project: a. Exfiltration Trench - Along SE 2nd Ave. (between SE 3rd St and SE 7th St.) and along SE 6th Street (between SE 2nd Ave. and SE 4th Ave) b. Two (2) Pump Stations - One near the intersection of SE 3rd Street and SE 3rd Ave. and the other one at SE 4th Avenue between 5th and 6th Street. Approximately 25 ft. deep. c. Pressurized Injection Wells

EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The field exploration program consists of the following:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
3	10	Along SE 2 nd Avenue – Borings B-1 through B-3
2	10	Along SE 6 th Street – Borings B-4 and B-5
2	40	One boring at each pump station – B-6 and B-7
2	10	One exfiltration test at each pump station – EX-1 and EX-2
2		Double Ring Infiltrometer tests
2	150	One at each injection well system – RAR-1 and RAR-2
4		Pavement Cores

¹. Below ground surface.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized.

Subsurface Exploration Procedures: We will advance soil borings with a truck-mounted drill rig using rotary drilling. Five samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface

Proposal for Geotechnical Engineering Services

City of Dania Beach DCP for Southeast Stormwater Improvements ■ Dania Beach, Florida
May 8, 2020 ■ Terracon Proposal No. P34205040



conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Injection Well System: Terracon will drill one SPT borings/well at each location corresponding to the injection well system. The boring will be sampled continuously for the first 10 feet and in intervals of 5 feet thereafter to collect data regarding the subsurface conditions/geology. In addition, Terracon will collect water samples in connection with Total Dissolved Solids (TDS) testing. The water samples will be collected at 5 foot intervals from 70 to 150 feet. Prior to collecting the water samples, the boring/well will be developed. In doing so, a quantity equal to twice the well volume will first be pumped before collecting the water sample. The groundwater samples will be collected in the appropriate new certified clean sample containers provided by the laboratory and transported under chain of custody procedures to an independent Laboratory. The groundwater samples will be analyzed for Total Dissolved Solids via EPA Method 160.1.

Property Disturbance: We will backfill borings with soil cuttings upon completion and the asphalt pavement will be patched. Our services do not include repair of the site beyond backfilling our boreholes and patching the asphalt pavement. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service Sunshine One Call. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil and rock strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Water content
- Grain size analysis
- Organic Content Test
- Groundwater samples will be analyzed for Total Dissolved Solids via EPS Method 160.1

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Boring log rock classification is determined using the Description of Rock Properties.

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

Proposal for Geotechnical Engineering Services

City of Dania Beach DCP for Southeast Stormwater Improvements ■ Dania Beach, Florida
May 8, 2020 ■ Terracon Proposal No. P34205040



When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

- Site Location and Exploration Plans
- Boring logs with field and laboratory data
- Stratification based on visual soil (and rock) classification
- Groundwater levels observed during drilling
- Subsurface exploration procedures
- Description of subsurface conditions
- Exfiltration Test Results
- Double Ring Infiltrometer Test Results
- Subgrade preparation/earthwork recommendations
- Recommendations for foundation options and engineering design parameters for proposed construction
- We will develop a report of current geologic conditions and provide recommendation for well depth casing that would be sufficient to restrict buoyancy from a class G-III aquifer into a Class G-II aquifer system - **Reasonable Assurance Report (RAR).**

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations, and is consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. This allows a more

Proposal for Geotechnical Engineering Services

City of Dania Beach DCP for Southeast Stormwater Improvements ■ Dania Beach, Florida
May 8, 2020 ■ Terracon Proposal No. P34205040



comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

Proposal for Geotechnical Engineering Services

City of Dania Beach DCP for Southeast Stormwater Improvements ■ Dania Beach, Florida

May 8, 2020 ■ Terracon Proposal No. P34205040



EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee
RAR Report	\$ 22,943
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$ 15,641
TOTAL FEES	\$ 38,584

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Plans and Specifications Review	TBD	
Construction Materials Testing Services	TBD	

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Proposal for Geotechnical Engineering Services

City of Dania Beach DCP for Southeast Stormwater Improvements ■ Dania Beach, Florida

May 8, 2020 ■ Terracon Proposal No. P34205040



GeoReport® Delivery	Posting Date from Notice to Proceed ^{1, 2}
Project Planning	3-4 business days
Site Characterization	11-15 business days
Geotechnical Engineering	28 business days

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport®** website with specific, anticipated business days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport®** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

SITE LOCATION

City of Dania Beach DCP for Southeast Stormwater Improvements ■ ,
May 8, 2020 ■ Terracon Project No. P34205040

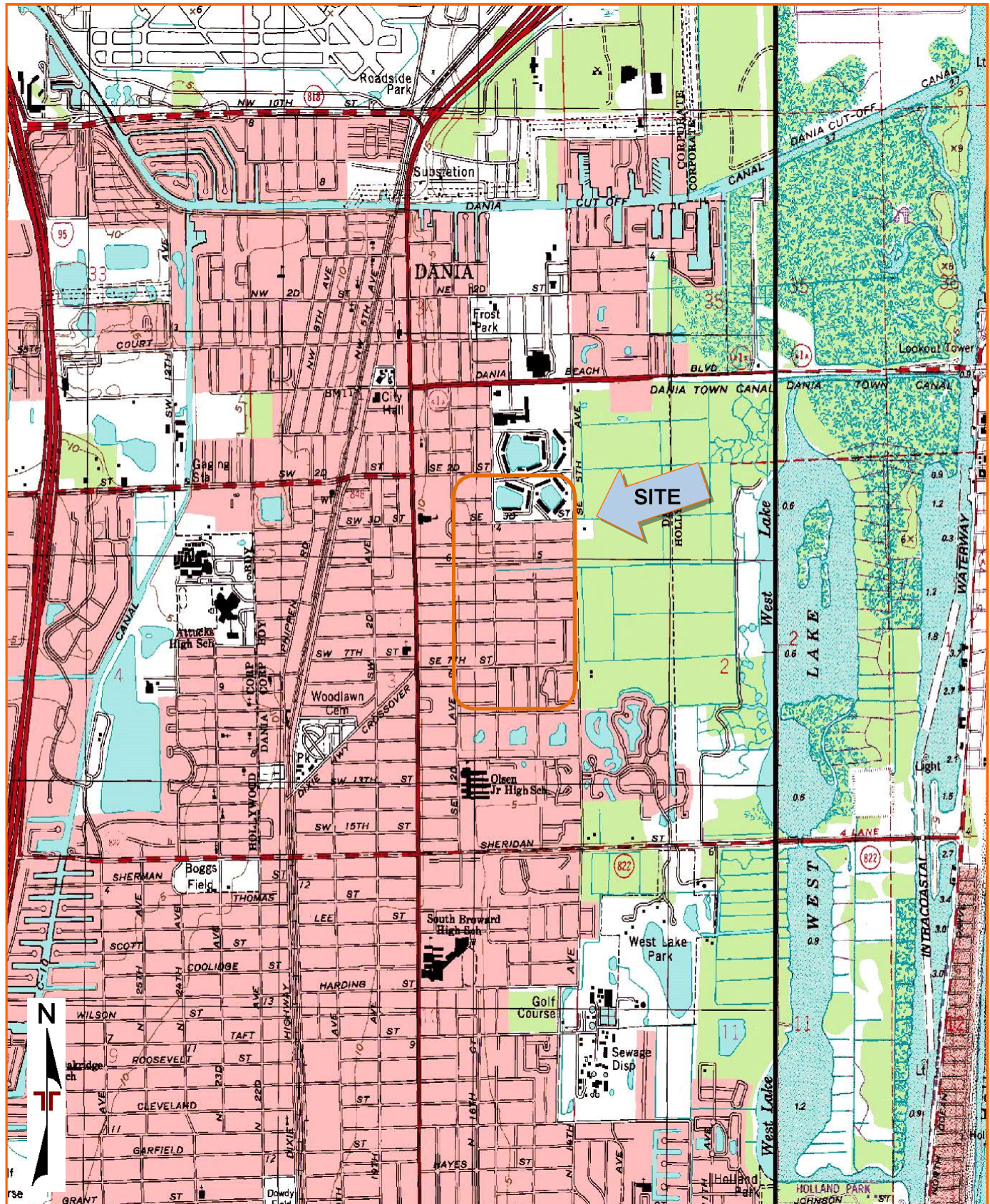


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS
NOT INTENDED FOR CONSTRUCTION PURPOSES

TOPOGRAPHIC MAP IMAGE COURTESY OF THE U.S. GEOLOGICAL SURVEY
QUADRANGLES INCLUDE: FORT LAUDERDALE SOUTH, FL (1/1/1994) and PORT
EVERGLADES, FL (1/1/1983).

EXPLORATION PLAN

City of Dania Beach DCP for Southeast Stormwater Improvements ■ ,
May 8, 2020 ■ Terracon Project No. P34205040



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS
NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED
BY MICROSOFT BING MAPS



May 27, 2020

Via E-mail: werner.reinefeld@wsp.com

Werner Reinefeld, P.E.
Sr. Project Manager
WSP
7650 Corporate Center Drive, Suite 300
Miami, FL 33126

Re: Dania Beach Southeast Drainage Project (the "Project")
Miller Legg Proposal No. 18-P0120 – *Survey Services*

Dear Werner:

Please find attached the revised Agreement for Professional Services and Scope to assist you with survey services on the above-referenced Project.

Please have an authorized Client signatory sign and initial the attached Agreement and Exhibit A pages where indicated, complete the Client Billing Instructions, and return for Miller Legg's execution. A fully-executed copy will be emailed to you for your file.

Should you have any questions, please do not hesitate to contact me at (561) 537-4617, or dlarson@millerlegg.com. Again, thank you for this opportunity, and we look forward to the opportunity to work with you on this Project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dylan Larson', written over a light blue circular background.

Dylan Larson, CEP, PWS, GTA
Vice President

DL/mr/mch
Attachments

V:\Proposals\2018\18-P0120 Dania Beach DB SE Drainage Ph I\Documents\Proposal for design only award - 5-2020\ML 5-27-2020 survey proposal\Survey Agreement 5-27-2020.docx

IMPROVING COMMUNITIES. CREATING ENVIRONMENTS.

South Florida Office: 5747 N Andrews Way • Fort Lauderdale, Florida 33309-2364
(954) 436-7000 • Fax: (954) 493-6539

www.millerlegg.com

AGREEMENT FOR PROFESSIONAL SERVICES

Client: WSP **Client Representative:** Werner Reinefeld, P.E.
Sr. Project Manager
Address: 7650 Corporate Center Drive, Ste 300 **Address:** Same
Miami, FL 33126
Phone : 305-514-3100 **Email:** werner.reinefeld@wsp.com

Date: May 27, 2020 **Proposal No.** 18-P0120 **T:** -- **R:** -- **S:** --

Project Name and Location: Dania Beach Southeast Drainage Project (the "Project")
Broward County, Florida
Survey Services

Description of Services to be Provided: See Exhibit A

Fee: Lump Sum of \$ 77,000.00 **AND** Hourly not to exceed (NTE) fee of \$ N/A
AND Reimbursable Expenses Initial Budget of \$ N/A

Retainer: (Payable upon execution of this Agreement) \$ N/A

Special Conditions: N/A

Notice to Owner: Is the Client the Owner of the Property? ☐ Yes ☒ No
If "No", Owner's name and address: City of Dania Beach

The undersigned agree to the attached General Conditions and Special Provisions which are incorporated and made a part of this Agreement. Any additional requested services will be addressed in a separate agreement.

Miller, Legg & Associates, Inc. d/b/a Miller Legg
(Consultant)

Signature Date: _____

Dylan Larson, Vice President

Printed Name/Title

DL/mr/mch

WSP (Parsons Brinckerhoff) (Client)

Signature Date: _____

Printed Name/Title

Attachments: General Conditions/Special Provisions
Client Billing Instructions
Exhibits A & B



GENERAL CONDITIONS

These general conditions are attached and made part of proposals and agreements for services by Miller Legg, the Consultant.

1.0 Standard of Care

Consultant, providing services under the Agreement, will endeavor to perform in a manner consistent with the degree of care and skill exercised by members of the same profession under similar current circumstances. The Consultant cannot and does not warrant or guarantee that the Client's Project will comply with all interpretations of the Americans with Disabilities Act (ADA) requirements.

2.0 Basic Services

Consultant shall provide the mutually agreed-upon services outlined in the Agreement. Any services not specifically outlined in the Agreement are specifically excluded from the scope of Consultant's services. Consultant assumes no responsibility to perform any services not specifically addressed in the Agreement.

3.0 Additional Services

If mutually agreed to in writing by the parties, in advance, Consultant will provide additional services, which shall be documented and appended hereto. Additional services are not included as part of the basic scope of services and shall be paid for by Client in addition to the payment for basic services. Payment for additional services shall be in accordance with Consultant's Rate Schedule, as provided for in Section 5.0, Compensation, or as otherwise mutually agreed to by the parties.

4.0 Client Responsibilities

Unless otherwise designated in writing, the Client's representative with respect to the services to be rendered under the Agreement will be the individual designated as such on the signature page. Client shall provide all criteria and information required for Consultant to perform services under the Agreement. Client shall provide for access to and make all provisions for Consultant to enter upon public and private property as required to perform services under the Agreement.

5.0 Compensation

a) Monthly progress invoices for basic services and additional services will be submitted to Client by Consultant based on percent complete for each project task. Amount of each progress invoice shall be based upon percent complete of Consultant's contracted work, not based upon progress of any parties not under Consultant's control. Hourly services shall be invoiced based on applicable hourly rates in accordance with the Rate Schedule which is subject to semi-annual adjustment.

b) These invoices are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days. Fees are not based upon pay if paid terms. Fees are not based upon pay when paid terms except if specifically agreed to in writing by both parties under the Special Provisions section of this Agreement. Consultant payment shall not be delayed from submittal to Prime and/or Owner for processing when serving as a sub-consultant. Consultant shall have the right to communicate directly with the Prime and/or Owner regarding delays in payment from Client for services rendered under this Agreement as a sub-consultant.

c) In order to provide uninterrupted service by Consultant, Client is required to promptly pay submitted invoices. Client shall have a fourteen (14) day review period to request clarification or additional information regarding an invoice. If no request is made during the review period, the invoice is deemed approved and payment will be made in the full amount of the invoice. If payment in full is not received by Consultant within thirty (30) calendar days, all past due amounts shall bear interest at one and one-half (1.5) percent per month from said thirtieth (30th) day.

d) If Client fails to make payments when due or otherwise breaches the Agreement, Consultant may suspend performance of services with *seven (7) days written* notice to Client. Consultant shall have no liability whatsoever to Client for any costs or damages whatsoever as a result of such suspension caused by any breach of the Agreement by Client. Upon payment in full by Client, Consultant may, upon written agreement of both parties, resume services under the Agreement and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Consultant to resume performance.

e) Payment of invoices is in no case subject to unilateral discounting or setoffs by Client and payment is due regardless of suspension or termination of the Agreement by either party.

f) Retainer shall be paid to Consultant by Client prior to commencement of services. This retainer shall be applied to the final invoice for services provided under this Agreement.

6.0 Permit, Agency and Application Fees

Client shall be responsible for and pay all project-related fees including, but not limited to, permitting, filing, recording, inspection, plan review, DRI, PUD, rezoning and impact fees. Any mutually agreed-upon project-related fee up to \$500 may be paid by Consultant and invoiced as a reimbursable expense.

7.0 Collection Costs

In the event that any invoice or portion thereof remains unpaid for more than thirty (30) days following the invoice date, Consultant may initiate legal action to enforce the compensation provision of the Agreement. Consultant is entitled to collect any judgment or settlement sums due, reasonable attorney fees, court costs, interest and expenses incurred by Consultant and Consultant's time charged at the hourly rates of the current hourly rate sheet in connection with the collection of any amount due under the Agreement.

8.0 Reimbursables

Project-related expenses such as travel, lodging, per diem, long distance communications, postage, shipping, reproductions, approved subcontracted services and other necessary and customary costs shall be paid to Consultant by Client. These reimbursables shall be compensated at:

- Unit prices per Consultant's Rate Schedule.
- Out-of-pocket expenses billed at a multiplier of 1.15 to cover processing costs.

9.0 Taxes

Any government-imposed taxes or fees shall be added to the invoice and paid by Client to Consultant for services under the Agreement.

10.0 Indemnification

a) Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees and independent subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or connected with the Agreement or performance by any of the parties above-named, of the services performed under the Agreement, except (i) those damages, liabilities or costs attributed to the negligent acts or negligent failures to act by Consultant specifically in the performance of the Agreement, or (ii) those liabilities or costs attributed to grossly negligent or intentional acts by Consultant occurring other than in the specific performance of the Agreement.

b) Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, a Florida corporation, and not against any of Consultant's employees, officers or directors, and specifically waives the bringing of any such claims against said individuals.

c) In the event that any third party, whether or not such third party is a party to this Agreement, should bring an action, assert a claim, or have imposed upon Consultant, its officers, directors, employees and independent subconsultants any judgment, damages or liability where such claim is, in any way whatsoever, asserted due to the existence of this Agreement or any services rendered or performed by Consultant, its officers, directors, employees and independent subconsultants in connection therewith, Client agrees, subject to Article 10.a hereof, to indemnify and hold Consultant, its officers, directors, employees and independent subconsultants harmless of and from any and all claims, liabilities, damages, costs, judgment or other amounts which may be awarded against Consultant, its officers, directors, employees and independent subconsultants, or any of the foregoing.

11.0 Limitation of Liability

In recognition of the relative risks and benefits of the project to both Client and Consultant, Client agrees to the fullest extent permitted by law, to limit the liability of Consultant and/or its employees, officers, directors, partners, agents and/or representatives to Client and/or any person and/or entity claiming by and/or through Client for any and all claims, losses, costs, damages or claim's expenses from any cause or causes, including, but not limited to, attorney fees and costs resulting from Consultant's negligent acts, errors and/or omissions. The total liability of Consultant to Client shall in no event exceed \$100,000.



12.0 Instruments of Service Ownership

a) All reports, plans, specifications, electronic files, field data, notes and other documents and instruments prepared by Consultant as the Agreement's instruments of service shall remain the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.

b) Instruments of service by Consultant are for the sole use of Client and are not to be copied or distributed, in any manner, to a third party, without the express written permission of Consultant. Electronic information or files are for informational purposes only. It is the responsibility of Client to verify the accuracy of the information therein and to hold Consultant harmless for any damages that may result from the use of the information. Client at his own cost shall be responsible for validating any and all electronic information provided.

13.0 Governing Law

Client and Consultant agree that the Agreement and any legal actions concerning said Agreement shall be governed by the laws of the State of Florida.

14.0 Mediations/Dispute Resolution

a) To resolve any conflicts which might arise during the performance of Consultant's services under the Agreement, or during the construction of the Project, and/or following the completion of the project, Client and Consultant agree that all disputes, pertaining to the performance of services by Consultant, shall be first submitted to non-binding mediation. Failure by any party to fully comply with the pre-suit mediation provision shall, upon finding by a court and/or jury, constitute a waiver of this condition precedent. The fees and/or costs of mediation shall be equally borne by the parties to the Agreement.

b) In the event of litigation, disputes shall be resolved in the circuit court of the Florida county in which the Project is located under the Agreement. The prevailing party in such litigation shall be entitled to recover from the non-prevailing party all reasonable attorney fees, taxable court costs, expert witness fees and costs, demonstrative evidence costs, and such other reasonable fees and/or costs generally associated with the litigation of such matters, as determined upon hearing, post-trial, by the court.

c) Irrespective of any contract provision or obligation of either party hereunder pursuant to contract or agreement with person(s) and/or entity(ies) not specifically named herein, Consultant shall not be obligated to participate in, nor be a named party in, any arbitration proceeding without the express written consent of Consultant.

15.0 Delays

a) In the event the project under the Agreement is delayed by any act or omission by Client or any other causes beyond Consultant's exclusive control, Client agrees that Consultant is not responsible for any and all damages arising directly or indirectly from such delays. If the delays resulting from any such causes are fifteen (15) days or more, or increase the cost or time required by Consultant to perform its services in an orderly and efficient manner, Consultant shall be entitled to an equitable adjustment in schedule and/or compensation prior to re-commencing work on the project.

b) Client recognizes and agrees that factors both within and without Consultant's control may delay the work performance, permit issuance, design and construction of the project. Client agrees that it shall not be entitled to any claim for damages due to hindrances or delays from any cause whatsoever including, but not limited to: the production of contract documents; review of documents by any government agency; issuance of permits from any government agency; beginning or completion of construction; or performance of any task of the work pursuant to the Agreement. Permitting is a regulatory function and Consultant does not guarantee issuance of any permit. Agency reviews and permitting are deemed "factors" outside Consultant's control.

16.0 Termination

The Agreement and the obligation to provide further services under the Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Consultant shall have the right to terminate this Agreement for Consultant's convenience and without cause upon giving the Client seven (7) days written notice. In the event of termination of the Agreement by either party, Client shall within fifteen (15) calendar days of termination, pay Consultant for all services rendered to date, all reimbursable costs and termination expenses incurred by Consultant up to the date of termination, in accordance with the payment provisions of the Agreement.

17.0 Renegotiation of Fees

Consultant reserves the right to renegotiate fixed fees to reflect changes in price indices and pay scales applicable to the period when services are rendered.

18.0 Construction Phase

a) Consultant shall not, during any site visits or as a result of observing Contractor's (s') work in progress, supervise, manage, direct or have control over Contractor's (s') work. Nor shall Consultant have any authority or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its work. Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume any responsibility for Contractor's (s') failure to finish and perform its work in accordance with the contract documents.

b) If construction phase services including project observation or review of the Contractor's performance are not part of this Agreement, such services will be provided for by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Client waives any claims against the Consultant that may be in any way connected thereto.

19.0 Hazardous Materials

Consultant's Scope of Services does not include any services related to the presence of any hazardous or toxic materials including, but not limited to asbestos, toxic or hazardous waste, PCB's, combustible gases and materials, petroleum or radioactive materials. In the event any hazardous or toxic materials are present on or about the job site or any adjacent areas that may affect the performance of Consultant's services, Consultant may, at its option and without liability for consequential or other damages, suspend performance of its services under the Agreement until Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials in full compliance with all applicable laws and regulations.

20.0 Signage

Client agrees to provide Consultant with a location for Consultant's temporary construction signage on the project site before and during construction activities.

21.0 Successors and Assigns

Neither party to the Agreement shall transfer, sublet or assign any rights under or interest in the Agreement (including, but without limitation, monies that may become due or monies that are due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by Consultant shall not be considered as an assignment for purposes of the Agreement. Consultant assignment of payment rights as part of Consultant's typical operations funding process through a factoring company or similar non-traditional banking relationship shall be authorized.

END OF DOCUMENT



SPECIAL PROVISIONS

These special provisions are attached hereto, and made a part of, this Agreement for Professional Services for **Dania Beach Southeast Drainage Project (Survey) (the “Project”), Proposal No. 18-P0120** by Miller Legg, the Consultant.

1.0 This page intentionally left blank.



CLIENT BILLING INFORMATION

The following billing information must be completed by the Client. Client must notify Consultant of any changes to this information within one billing cycle.

I) PROJECT & CONTACT INFORMATION

Project Name:	_____	Accounting/Billing Contact:	_____
Project Manager Name:	_____	Accounting Check Run Dates:	_____
Phone Number:	_____	Phone Number:	_____
Fax Number:	_____	Fax Number:	_____
E-mail Address:	_____	E-mail Address:	_____

II) BILLING INFORMATION

Original Invoice should be addressed as follows:

Client/Company Name: _____

Attention: _____

Billing Address: _____

Fax Number: _____

Copies should be forwarded to:

Client/Company Name: _____

Attention : _____

Billing Address: _____

Fax Number: _____

III) INVOICE SUPPORTING DOCUMENTS/FORMATting

Please note that additional fees may be added for any of the following services:

Special Invoice Requirements ☐ _____
(provide details/include copy)

Project/P.O./Contract Number Reference ☐ _____

Number of Invoice Copies _____

Comments: _____

IV) PAYMENT OPTIONS

Please check appropriate box. Check ☐ Direct Deposit/Wire Transfer ☐

Note: Please include our invoice number on your check.

Note: Please reference our project number when you set up the wire transfer. Bank info will be provided upon completion of form.



EXHIBIT A – SCOPE OF SERVICES
Dania Beach Southeast Drainage Project Phase II (the “Project”)
Surveying Services

1.0 PROJECT DESCRIPTION

- 1.1** The Project is generally described as follows: **Consultant shall provide surveying services related to the Dania Beach Southeast Drainage Project Phase II. The project is bounded by SE 3rd Street, SE 5th Avenue, Se 7th Street and SE 2nd Avenue in Dania Beach, FL.**

2.0 BASIS OF SCOPE

This scope was prepared based upon the City of Dania Beach Services for Southeast Drainage project for design build criteria package development for a infrastructure system that will provide relief from flooding to a low-lying neighborhood in the southeastern section of the City. Consultant entered into a Subcontractor Teaming Agreement with Client related to this Project, dated April 18, 2018.

2.1 Survey:

- Project limits for surveying purposes are as delineated in Exhibit B attached.
- ALTA/ACSM Land Title Survey and Exception Review are *not* required.
- Construction stakeout and as-built surveys are *not* included.
- Special certification will be provided by Client.
- The depiction of trees within the right-of-way will be shown on the survey drawing in accordance with code requirements of **the City of Dania Beach**.
- Topographic survey elevations will be shown at **50-foot** grid; accessible invert elevations will be shown. A topo of **full** right-of-way **and** cross-sections will be measured at 50 foot intervals.
- If boundary inconsistencies (i.e. overlaps, hiatuses) with adjoiners exist, a survey report per minimum technical standards may be required and an additional fee may be negotiated.
- Survey shall show pertinent section corners and ¼ section corners along with any found occupied record plats and block corners, to establish survey baseline and right-of-way lines.

- Should the **government land corner/plat corner** monuments necessary to control the site boundary be lost or obliterated, Consultant shall require additional fees to restore said corners.
- Survey shall identify existing drainage: The type of structure, rim elevation, pipe invert elevation, pipe materials, direction, size and condition.
- Location of underground utilities is based on **site observation only**. Consultant cannot guarantee that all utilities will be located.
- All fees within this proposal are based on performing each task one (1) time only. Additions or modifications to scope, re-staking as well as resulting CAD and Project management time, will be invoiced per the hourly Rate Schedule as an additional service.
- If Title of Opinion is not performed or provided, Client assumes liability for missing recorded information.

3.0 **INFORMATION TO BE PROVIDED BY CLIENT**

- 3.1** A letter from the property owner granting access to the site and giving approval for Consultant to perform the services listed below.

4.0 **SCOPE OF BASIC SERVICES AND FEE**

The scope of services to be provided by Consultant shall be as follows:

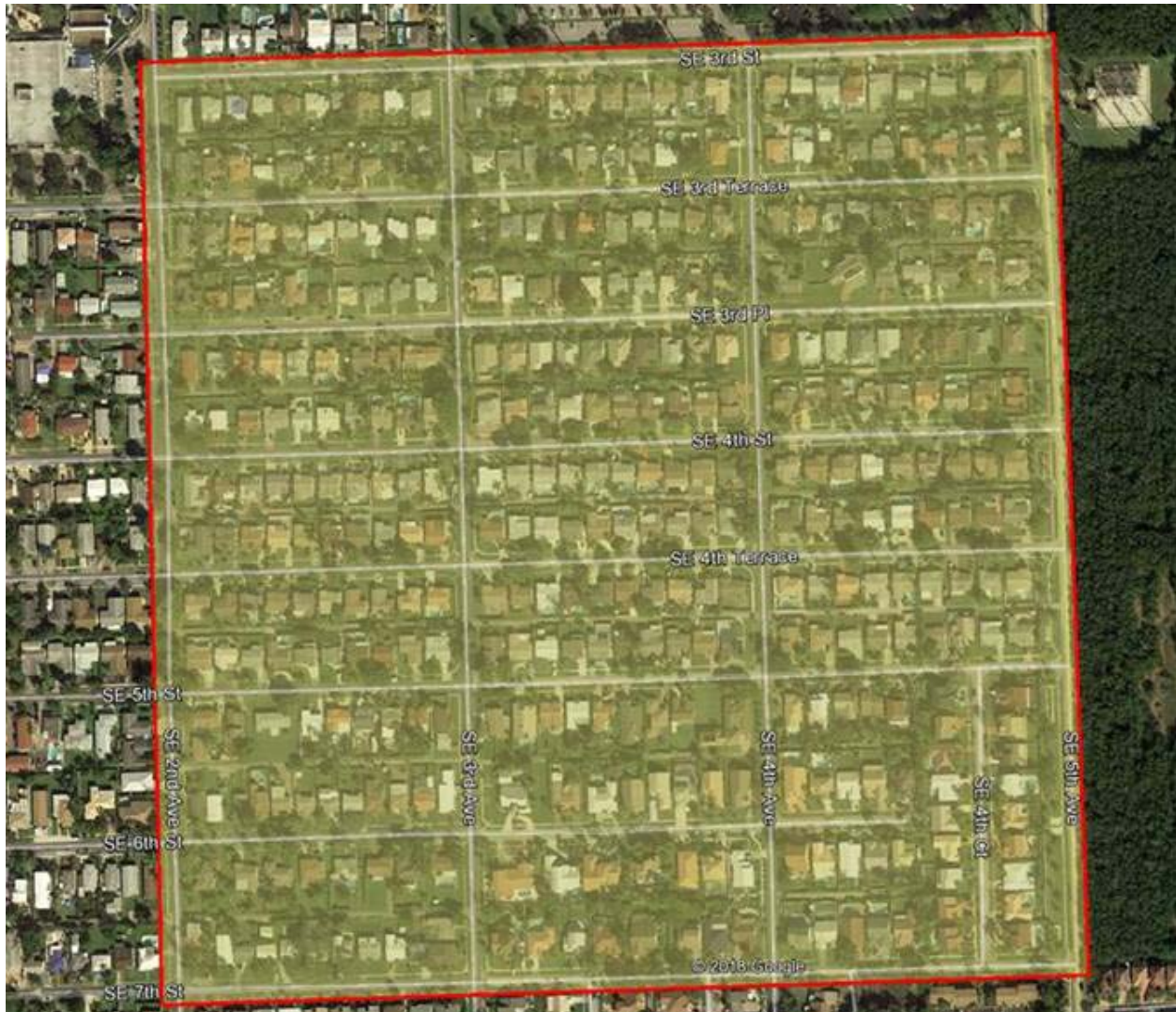
- Task 1 **Topographic and Tree Survey** - Consultant shall prepare a tree and topographic survey plan with elevations measured on 50-foot cross sections and at high and low points. Survey shall show above-ground improvements and locations of trees pursuant to code. Topographic Survey shall be performed from right-of-way to right-of-way and extend 50 feet beyond project limits at street intersections. Alleyways are not included.

FEE SUMMARY

TASK NUMBER	TASK	LUMP SUM FEE
<i>SURVEY TASKS</i>		
Task 1	Topographic and Tree Survey	\$77,000.00
	TOTAL FEE	\$77,000.00

V:\Proposals\2018\18-P0120 Dania Beach DB SE Drainage Ph II\Documents\Proposal for design only award - 5-2020\ML 5-27-2020 survey proposal\Survey Exhibit A 5-27-2020.docx

EXHIBIT B PROJECT LIMITS





May 28, 2020

Proposal No. 2005011

WSP

Werner J. Reinefeld, P.E., ENV SP
Senior Project Manager
7650 Corporate Center Drive Suite 300
Miami, FL 33126
werner.reinefeld@wsp.com

Dear Mr. Reinefeld:

We are pleased to submit for your consideration our proposal for engineering services for the Dania Beach SE Drainage DB Project.

1.0 SCOPE OF WORK

The scope of services includes Meetings and Investigation and 100% Construction Documents for the Dania Beach SE Drainage DB Project. Our team proposes to perform the document preparation required for the 100% structural design of 2 drainage pump station (based on pump station with trash rack, junction box and wet well; four pumps per pump station), 2 cofferdams, 2 switchgear platforms and two dissipator structures.

Preliminary product to be in accordance with Public Works requirements, Broward County Water and Wastewater Services Department and all applicable local codes, regulations, ordinances, and similar regulatory requirements of governing authorities having jurisdiction.

The project will include:

Phase 1: Investigation/Research

Investigation of all standard guidelines, materials to be used and research and review the record drawings.

Phase 2A: 60% Contract Documents

Preparation of a 60% set of construction plans, calculations and specs.

Phase 2B: 90% Contract Documents

Preparation of a 90% set of construction plans, calculations and specs.

Phase 2C: 100% Contract Documents

Completion of a 100% set of contract documents, including: construction plans, calculations, specs and permitting assistance.



Phase 3: Construction Administration services

Response of require RFIs and review of As Built drawings.

Refer to attachment 1 for estimated hours and rates on each phase.

NOTES

In case any plans are returned by building department with comments, response to such comments will be done by Conemco Consultants at no additional cost to the client. However, we will not be responsible for any fees that the Building Department charges for drawings being re-submitted for review. These fees are not included in this proposal. Owner will be responsible for paying such fees.

We hope this proposal meets with your approval.

Sincerely,

Jose A. Compres P.E.



ATTACHMENT 1

Dania Beach SE Drainage Project Phase 2A services							
Phase		Calendar days	Position	Qty (hrs)	Rate	Subtotal	Total
1	Investigation/Research/Meetings	4					\$3,452.00
	Standard Guidelines		Senior Structural Engineer	20	\$132.00	\$2,640.00	
	FBC		Junior Engineer	10	\$81.20	\$812.00	
	Record Drawings		Construction assistant		\$58.00		
2A	60% Contract Documents	20					\$13,400.00
	Structural design of drainage pump stations		Drafter	100	\$81.20	\$8,120.00	
	Structural design of switchgear platform		Senior Structural Engineer	40	\$132.00	\$5,280.00	
	Structural design of 2 dissipator structures						
	Structural design of cofferdam						
2B	90% Contract Documents	14					\$12,588.00
	Structural design of drainage pump stations		Drafter	90	\$81.20	\$7,308.00	
	Structural design of switchgear platform		Senior Structural Engineer	40	\$132.00	\$5,280.00	
	Structural design of 2 dissipator structures						
	Structural design of cofferdam						
2C	100% Contract Documents	14					\$12,714.00
	Structural design of drainage pump stations		Drafter	70	\$81.20	\$5,684.00	
	Structural design of switchgear platform		Senior Structural Engineer	30	\$132.00	\$3,960.00	
	Structural design of 2 dissipator structures		QA Engineer	10	\$132.00	\$1,320.00	
	Structural design of cofferdam						
	Permitting assistance with structural/building dept permits	3	Construction assistant	LS		\$1,750.00	
3	Construction Administration Services	3					\$5,076.00
	RFI Responses		Senior Structural Engineer	20	\$132.00	\$2,640.00	
	Review as-builts		Junior Engineer	30	\$81.20	\$2,436.00	
						Total	\$47,230.00



June 2, 2020

Via E-mail: werner.reinefeld@wsp.com

Werner Reinefeld, P.E.
Sr. Project Manager
WSP
7650 Corporate Center Drive, Suite 300
Miami, FL 33126

**Re: Dania Beach Southeast Drainage Project (the "Project")
Miller Legg Proposal No. 18-P0120**

Dear Werner:

Please find attached the revised Agreement for Professional Services and Scope to assist you with permitting and landscape architecture design on the above-referenced Project.

Please have an authorized Client signatory sign and initial the attached Agreement and Exhibit A pages where indicated, complete the Client Billing Instructions, and return for Miller Legg's execution. A fully-executed copy will be emailed to you for your file.

Should you have any questions, please do not hesitate to contact me at (561) 537-4617, or dlarson@millerlegg.com. Again, thank you for this opportunity, and we look forward to the opportunity to work with you on this Project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dylan Larson", written over a light blue horizontal line.

Dylan Larson, CEP, PWS, GTA
Vice President

DL/dm
Attachments

V:\Proposals\2018\18-P0120 Dania Beach DB SE Drainage Ph II\Documents\Proposal for design only award - 5-2020\ML 6-2-2020 proposal\Agreement 6-2-2020.docx

IMPROVING COMMUNITIES. CREATING ENVIRONMENTS.

South Florida Office: 5747 N Andrews Way • Fort Lauderdale, Florida 33309-2364
(954) 436-7000 • Fax: (954) 493-6539
www.millerlegg.com

AGREEMENT FOR PROFESSIONAL SERVICES

Client: WSP (Parsons Brinckerhoff) **Client Representative:** Werner Reinefeld, P.E.
Sr. Project Manager

Address: 7650 Corporate Center Drive, Ste 300 **Address:** Same
Miami, FL 33126

Phone : 305-514-3100 **Email:** werner.reinefeld@wsp.com

Date: May 27, 2020 **Proposal No.** 18-P0120 **T:** -- **R:** -- **S:** --

Project Name and Location: Dania Beach Southeast Drainage Project (the "Project")
Broward County, Florida

Description of Services to be Provided: See Exhibit A

Fee: Lump Sum of \$ 86,960. **AND** Hourly not to exceed (NTE) fee of \$ N/A
AND Reimbursable Expenses Initial Budget of \$ N/A

Retainer: (Payable upon execution of this Agreement) \$ N/A

Special Conditions: _____

Notice to Owner: Is the Client the Owner of the Property? ☐ Yes ☒ No
If "No", Owner's name and address: City of Dania Beach

The undersigned agree to the attached General Conditions and Special Provisions which are incorporated and made a part of this Agreement. Any additional requested services will be addressed in a separate agreement.

Miller, Legg & Associates, Inc. d/b/a Miller Legg
(Consultant)

Date: _____

Signature

Dylan Larson, Vice President
Printed Name/Title

DL/dm

WSP (Parsons Brinckerhoff) (Client)

Date: _____

Signature

Printed Name/Title

Attachments: General Conditions/Special Provisions
Client Billing Instructions
Exhibits A & B



GENERAL CONDITIONS

These general conditions are attached and made part of proposals and agreements for services by Miller Legg, the Consultant.

1.0 Standard of Care

Consultant, providing services under the Agreement, will endeavor to perform in a manner consistent with the degree of care and skill exercised by members of the same profession under similar current circumstances. The Consultant cannot and does not warrant or guarantee that the Client's Project will comply with all interpretations of the Americans with Disabilities Act (ADA) requirements.

2.0 Basic Services

Consultant shall provide the mutually agreed-upon services outlined in the Agreement. Any services not specifically outlined in the Agreement are specifically excluded from the scope of Consultant's services. Consultant assumes no responsibility to perform any services not specifically addressed in the Agreement.

3.0 Additional Services

If mutually agreed to in writing by the parties, in advance, Consultant will provide additional services, which shall be documented and appended hereto. Additional services are not included as part of the basic scope of services and shall be paid for by Client in addition to the payment for basic services. Payment for additional services shall be in accordance with Consultant's Rate Schedule, as provided for in Section 5.0, Compensation, or as otherwise mutually agreed to by the parties.

4.0 Client Responsibilities

Unless otherwise designated in writing, the Client's representative with respect to the services to be rendered under the Agreement will be the individual designated as such on the signature page. Client shall provide all criteria and information required for Consultant to perform services under the Agreement. Client shall provide for access to and make all provisions for Consultant to enter upon public and private property as required to perform services under the Agreement.

5.0 Compensation

a) Monthly progress invoices for basic services and additional services will be submitted to Client by Consultant based on percent complete for each project task. Amount of each progress invoice shall be based upon percent complete of Consultant's contracted work, not based upon progress of any parties not under Consultant's control. Hourly services shall be invoiced based on applicable hourly rates in accordance with the Rate Schedule which is subject to semi-annual adjustment.

b) These invoices are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days. Fees are not based upon pay if paid terms. Fees are not based upon pay when paid terms except if specifically agreed to in writing by both parties under the Special Provisions section of this Agreement. Consultant payment shall not be delayed from submittal to Prime and/or Owner for processing when serving as a sub-consultant. Consultant shall have the right to communicate directly with the Prime and/or Owner regarding delays in payment from Client for services rendered under this Agreement as a sub-consultant.

c) In order to provide uninterrupted service by Consultant, Client is required to promptly pay submitted invoices. Client shall have a fourteen (14) day review period to request clarification or additional information regarding an invoice. If no request is made during the review period, the invoice is deemed approved and payment will be made in the full amount of the invoice. If payment in full is not received by Consultant within thirty (30) calendar days, all past due amounts shall bear interest at one and one-half (1.5) percent per month from said thirtieth (30th) day.

d) If Client fails to make payments when due or otherwise breaches the Agreement, Consultant may suspend performance of services with *seven (7) days written* notice to Client. Consultant shall have no liability whatsoever to Client for any costs or damages whatsoever as a result of such suspension caused by any breach of the Agreement by Client. Upon payment in full by Client, Consultant may, upon written agreement of both parties, resume services under the Agreement and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Consultant to resume performance.

e) Payment of invoices is in no case subject to unilateral discounting or setoffs by Client and payment is due regardless of suspension or termination of the Agreement by either party.

f) Retainer shall be paid to Consultant by Client prior to commencement of services. This retainer shall be applied to the final invoice for services provided under this Agreement.

6.0 Permit, Agency and Application Fees

Client shall be responsible for and pay all project-related fees including, but not limited to, permitting, filing, recording, inspection, plan review, DRI, PUD, rezoning and impact fees. Any mutually agreed-upon project-related fee up to \$500 may be paid by Consultant and invoiced as a reimbursable expense.

7.0 Collection Costs

In the event that any invoice or portion thereof remains unpaid for more than thirty (30) days following the invoice date, Consultant may initiate legal action to enforce the compensation provision of the Agreement. Consultant is entitled to collect any judgment or settlement sums due, reasonable attorney fees, court costs, interest and expenses incurred by Consultant and Consultant's time charged at the hourly rates of the current hourly rate sheet in connection with the collection of any amount due under the Agreement.

8.0 Reimbursables

Project-related expenses such as travel, lodging, per diem, long distance communications, postage, shipping, reproductions, approved subcontracted services and other necessary and customary costs shall be paid to Consultant by Client. These reimbursables shall be compensated at:

- Unit prices per Consultant's Rate Schedule.
- Out-of-pocket expenses billed at a multiplier of 1.15 to cover processing costs.

9.0 Taxes

Any government-imposed taxes or fees shall be added to the invoice and paid by Client to Consultant for services under the Agreement.

10.0 Indemnification

a) Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees and independent subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or connected with the Agreement or performance by any of the parties above-named, of the services performed under the Agreement, except (i) those damages, liabilities or costs attributed to the negligent acts or negligent failures to act by Consultant specifically in the performance of the Agreement, or (ii) those liabilities or costs attributed to grossly negligent or intentional acts by Consultant occurring other than in the specific performance of the Agreement.

b) Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, a Florida corporation, and not against any of Consultant's employees, officers or directors, and specifically waives the bringing of any such claims against said individuals.

c) In the event that any third party, whether or not such third party is a party to this Agreement, should bring an action, assert a claim, or have imposed upon Consultant, its officers, directors, employees and independent subconsultants any judgment, damages or liability where such claim is, in any way whatsoever, asserted due to the existence of this Agreement or any services rendered or performed by Consultant, its officers, directors, employees and independent subconsultants in connection therewith, Client agrees, subject to Article 10.a hereof, to indemnify and hold Consultant, its officers, directors, employees and independent subconsultants harmless of and from any and all claims, liabilities, damages, costs, judgment or other amounts which may be awarded against Consultant, its officers, directors, employees and independent subconsultants, or any of the foregoing.

11.0 Limitation of Liability

a) **PER FLA. STATUTE 558.0035, A
DESIGN PROFESSIONAL EMPLOYED BY
CONSULTANT IS NOT INDIVIDUALLY
LIABLE FOR DAMAGES RESULTING
FROM NEGLIGENCE OCCURING WITHIN
THE COURSE AND SCOPE OF THIS
AGREEMENT.**



b) In recognition of the relative risks and benefits of the project to both Client and Consultant, Client agrees to the fullest extent permitted by law, to limit the liability of Consultant and/or its employees, officers, directors, partners, agents and/or representatives to Client and/or any person and/or entity claiming by and/or through Client for any and all claims, losses, costs, damages or claim's expenses from any cause or causes, including, but not limited to, attorney fees and costs resulting from Consultant's negligent acts, errors and/or omissions. The total liability of Consultant to Client shall in no event exceed \$100,000.

12.0 Instruments of Service Ownership

a) All reports, plans, specifications, electronic files, field data, notes and other documents and instruments prepared by Consultant as the Agreement's instruments of service shall remain the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.

b) Instruments of service by Consultant are for the sole use of Client and are not to be copied or distributed, in any manner, to a third party, without the express written permission of Consultant. Electronic information or files are for informational purposes only. It is the responsibility of Client to verify the accuracy of the information therein and to hold Consultant harmless for any damages that may result from the use of the information. Client at his own cost shall be responsible for validating any and all electronic information provided.

13.0 Governing Law

Client and Consultant agree that the Agreement and any legal actions concerning said Agreement shall be governed by the laws of the State of Florida.

14.0 Mediations/Dispute Resolution

a) To resolve any conflicts which might arise during the performance of Consultant's services under the Agreement, or during the construction of the Project, and/or following the completion of the project, Client and Consultant agree that all disputes, pertaining to the performance of services by Consultant, shall be first submitted to non-binding mediation. Failure by any party to fully comply with the pre-suit mediation provision shall, upon finding by a court and/or jury, constitute a waiver of this condition precedent. The fees and/or costs of mediation shall be equally borne by the parties to the Agreement.

b) In the event of litigation, disputes shall be resolved in the circuit court of the Florida county in which the Project is located under the Agreement. The prevailing party in such litigation shall be entitled to recover from the non-prevailing party all reasonable attorney fees, taxable court costs, expert witness fees and costs, demonstrative evidence costs, and such other reasonable fees and/or costs generally associated with the litigation of such matters, as determined upon hearing, post-trial, by the court.

c) Irrespective of any contract provision or obligation of either party hereunder pursuant to contract or agreement with person(s) and/or entity(ies) not specifically named herein, Consultant shall not be obligated to participate in, nor be a named party in, any arbitration proceeding without the express written consent of Consultant.

15.0 Delays

a) In the event the project under the Agreement is delayed by any act or omission by Client or any other causes beyond Consultant's exclusive control, Client agrees that Consultant is not responsible for any and all damages arising directly or indirectly from such delays. If the delays resulting from any such causes are fifteen (15) days or more, or increase the cost or time required by Consultant to perform its services in an orderly and efficient manner, Consultant shall be entitled to an equitable adjustment in schedule and/or compensation prior to re-commencing work on the project.

b) Client recognizes and agrees that factors both within and without Consultant's control may delay the work performance, permit issuance, design and construction of the project. Client agrees that it shall not be entitled to any claim for damages due to hindrances or delays from any cause whatsoever including, but not limited to: the production of contract documents; review of documents by any government agency; issuance of permits from any government agency; beginning or completion of construction; or performance of any task of the work pursuant to the Agreement. Permitting is a regulatory function and Consultant does not guarantee issuance of any permit. Agency reviews and permitting are deemed "factors" outside Consultant's control.

16.0 Termination

The Agreement and the obligation to provide further services under the Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Consultant shall have the right to terminate this Agreement for Consultant's convenience and without cause upon giving the Client seven (7) days written notice. In the event of termination of the Agreement by either party, Client shall within fifteen (15) calendar days of termination, pay Consultant for all services rendered to date, all reimbursable costs and termination expenses incurred by Consultant up to the date of termination, in accordance with the payment provisions of the Agreement.

17.0 Renegotiation of Fees

Consultant reserves the right to renegotiate fixed fees to reflect changes in price indices and pay scales applicable to the period when services are rendered.

18.0 Construction Phase

a) Consultant shall not, during any site visits or as a result of observing Contractor's (s') work in progress, supervise, manage, direct or have control over Contractor's (s') work. Nor shall Consultant have any authority or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its work. Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume any responsibility for Contractor's (s') failure to finish and perform its work in accordance with the contract documents.

b) If construction phase services including project observation or review of the Contractor's performance are not part of this Agreement, such services will be provided for by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Client waives any claims against the Consultant that may be in any way connected thereto.

19.0 Hazardous Materials

Consultant's Scope of Services does not include any services related to the presence of any hazardous or toxic materials including, but not limited to asbestos, toxic or hazardous waste, PCB's, combustible gases and materials, petroleum or radioactive materials. In the event any hazardous or toxic materials are present on or about the job site or any adjacent areas that may affect the performance of Consultant's services, Consultant may, at its option and without liability for consequential or other damages, suspend performance of its services under the Agreement until Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials in full compliance with all applicable laws and regulations.

20.0 Signage

Client agrees to provide Consultant with a location for Consultant's temporary construction signage on the project site before and during construction activities.

21.0 Successors and Assigns

Neither party to the Agreement shall transfer, sublet or assign any rights under or interest in the Agreement (including, but without limitation, monies that may become due or monies that are due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by Consultant shall not be considered as an assignment for purposes of the Agreement. Consultant assignment of payment rights as part of Consultant's typical operations funding process through a factoring company or similar non-traditional banking relationship shall be authorized.

END OF DOCUMENT



SPECIAL PROVISIONS

These special provisions are attached hereto, and made a part of, this Agreement for Professional Services for **Dania Beach Southeast Drainage Project (the "Project"), Proposal No. 18-P0120** by Miller Legg, the Consultant.

1.0 This page intentionally left blank.



CLIENT BILLING INFORMATION

The following billing information must be completed by the Client. Client must notify Consultant of any changes to this information within one billing cycle.

I) PROJECT & CONTACT INFORMATION

Project Name:	_____	Accounting/Billing Contact:	_____
Project Manager Name:	_____	Accounting Check Run Dates:	_____
Phone Number:	_____	Phone Number:	_____
Fax Number:	_____	Fax Number:	_____
E-mail Address:	_____	E-mail Address:	_____

II) BILLING INFORMATION

Original Invoice should be addressed as follows:

Client/Company Name: _____

Attention: _____

Billing Address: _____

Fax Number: _____

Copies should be forwarded to:

Client/Company Name: _____

Attention : _____

Billing Address: _____

Fax Number: _____

III) INVOICE SUPPORTING DOCUMENTS/FORMATting

Please note that additional fees may be added for any of the following services:

Special Invoice Requirements ☐ _____
(provide details/include copy)

Project/P.O./Contract Number Reference ☐ _____

Number of Invoice Copies _____

Comments: _____

IV) PAYMENT OPTIONS

Please check appropriate box. Check ☐ Direct Deposit/Wire Transfer ☐

Note: Please include our invoice number on your check.

Note: Please reference our project number when you set up the wire transfer. Bank info will be provided upon completion of form.



**EXHIBIT A – SCOPE OF SERVICES
Dania Beach Southeast Drainage Project (the “Project”)**

1.0 PROJECT DESCRIPTION

- 1.1** The Project is generally described as follows: **Consultant shall provide permitting and landscape architecture services related to the Dania Beach Southeast Drainage Project. The project is bounded by SE 3rd Street, SE 5th Avenue, SE 7th Street and SE 2nd Avenue in Dania Beach, FL.**

2.0 BASIS OF SCOPE

This scope was prepared based upon the City of Dania Beach Services for Southeast Drainage project for design build criteria package development for a infrastructure system that will provide relief from flooding to a low-lying neighborhood in the southeastern section of the City. Consultant entered into a Subcontractor Teaming Agreement with Client related to this Project, dated April 18, 2018.

2.1 General:

- The “Client” for this proposal shall be WSP USA Inc. The “Owner” is City of Dania Beach. The “Consultant” is Miller Legg.
- Survey services, design and construction administration are excluded from this scope.
- Overall project is to provide a design criteria package for proposed drainage improvements. Client is preparing 30% level plans that will be processed by Consultant for surface water permitting and well permit. No other permits will be obtained. Consultant shall prepare 30% level landscape and irrigation plans for the 2 proposed pump stations only.

2.2 Engineering:

- Since the anticipated design will not utilize a proposed drainage swale in West Lake, no wetland impacts are proposed as part of the Project. No work or swale creation as previously designed by Calvin Giordano will be done, since no wetlands work is proposed. It is anticipated that there are no protected species surveys or permitting required. If there are wetland or protected species permits required, this will be provided as additional scope.

- The agencies with jurisdiction for this Project include City of Dania Beach and Broward County.
- SFWMD permit application # 110106-11 has been issued. Broward Co. License # DF11-1042 is pending. USACE permit SAJ-2011-001999 (IP-M5W) is pending. Broward Co. surface water permit L2009-011 is pending and will need to be modified and is required for issuance based on no work proposed in West Lake/property east of SE 5th Ave. The SFWMD permit will be modified or withdrawn and the Broward Co. license App. DF11-104Z and USACE Application will be withdrawn.
- Scope does not include any wetland mitigation monitoring or post-construction water quality. Should these be requested they will be provided as an additional service.
- Consultant will assist Client with submitting and coordinating the processing of the permit with Broward County and the City of Dania Beach. Engineering plans, calculations, and supporting documents will be provided to Consultant by Client's engineering consultant.
- Consultant cannot guarantee the issuance of required permits.
- Protected species and other incidental wildlife observations will be noted. Species-specific assessments (such as bonneted bat, wading birds, indigo snake) are *not* included in this scope, but can be provided as an additional service.
- There is existing outfalls to West Lake Park that were not previously permitted. Consultant shall propose to incorporate those culverts into the permit. However, if the permitting agencies reject their use or require additional agreements, legal counsel, notice of violation resolution, or extraordinary coordination beyond the typical permitting requirements, this will be coordinated by the City.
- Client is providing design and construction observation services for the engineering portion of the project (pump station, stormwater piping and related studies). Consultant is only processing permit applications. Client is responsible for plan/drawing updates as part of permitting.
- 5-year certification of surface water management system is *not* included.
- Record drawings are *not* included.
- It is assumed Client shall design system that meets water quality criteria under current Broward County-approved technology criteria. No policy changes are included in this scope.

- Injection well design and geological investigation and studies will be performed by Client. Client shall sign the injection well permit application.
- No public meetings for the injection well permit are included in this scope.

2.3 Landscape Architecture:

- 30% plans will be prepared for the design criteria package. Tree removal permitting is not included in this scope. Landscape plans will not address any future potential mitigation requirements for tree removal. Plans will address pump station screening requirements. Tree permitting and tree mitigation will be done by the future Contractor.
- Irrigation for the Project is not anticipated. Plantings will require an establishment by the contractor rather than irrigation system installation. It is anticipated that design will be limited to landscape screening of pump stations with temporary watering for establishment.
- Residential irrigation exists within Project corridors. Restoration of residential irrigation is *not* included.
- Hardscape/site amenities/signage/Project lighting plans designs are not included.

3.0 INFORMATION TO BE PROVIDED BY CLIENT

- 3.1** A letter from the property owner granting access to the site and giving approval for Consultant to perform the services listed below.
- 3.2** Filing and permit application fees, review fees, impact fees or any other associated assessments by other governments/agencies.
- 3.3** Fees/services for off-site wetlands, mitigation credits, landscape maintenance, mitigation maintenance, aerial photography, etc.
- 3.4** Legal services for agreement/conservation easement coordination with regulatory agencies.
- 3.5** Copies of all relevant data, including correspondence, reports, plans or information in Client's possession which may be beneficial to the work effort performed by Consultant.
- 3.6** Design services and any studies necessary to support design services.
- 3.7** Processing of MOT and NPDES permits.

3.8 ICPR Stormwater Model.

4.0 SCOPE OF BASIC SERVICES AND FEE

The scope of services to be provided by Consultant shall be as follows:

CIVIL ENGINEERING TASKS

Task 1 Permitting

- A. **Surface Water Permitting:** Consultant shall prepare and submit applications, permit sketches, exhibits, drainage calculations, and other support data to the City and Broward County Surface Water Division. Consultant shall schedule and participate in up to two (2) meetings with representatives of Broward County.
- B. **Permitting for Proposed Pump Stations and Discharge Well:** Consultant shall prepare and submit applications, permit sketches and plans (from others), exhibits, calculations, and other support data from others to the Broward County surface water and City of Dania Beach and Florida Dept. of Environmental Protection for approval.

LANDSCAPE ARCHITECTURE TASKS

- Task 2 Landscape for Pump Station Plans** – Consultant shall prepare two (2) pump station landscape screening plans. Plans shall include basic planting/screening, including irrigation system controlled by battery-powered controllers.

MISCELLANEOUS TASKS

- Task 3 Meeting Attendance/Coordination** - Consultant shall attend additional meetings and coordinate with Client.

V:\Proposals\2018\18-P0120 Dania Beach DB SE Drainage Ph II\Documents\Proposal for design only award - 5-2020\ML 6-2-2020 proposal\Exhibit A 6-2-2020.docx

FEE SUMMARY		
TASK NUMBER	TASK	LUMP SUM FEE
<i>CIVIL ENGINEERING TASKS</i>		
Task 1	a. Surface Water Permitting	\$43,620.00
	b. Pump Station & Discharge Well Permitting	\$28,470.00
	<i>Civil Engineering Tasks subtotal</i>	\$72,090.00
<i>LANDSCAPE ARCHITECTURE TASKS</i>		
Task 2	Landscape and Irrigation Pump Station Plans	\$8,860.00
	<i>Landscape Architecture Tasks subtotal</i>	\$8,860.00
<i>MISCELLANEOUS TASKS</i>		
Task 3	Meeting Attendance/Coordination	\$6,010.00
	<i>Miscellaneous Tasks subtotal</i>	\$6,010.00
	TOTAL FEE	\$86,960.00

V:\Proposals\2018\18-P0120 Dania Beach DB SE Drainage Ph II\Documents\Proposal for design only award - 5-2020\ML 6-2-2020 proposal\Exhibit A 6-2-2020.docx



MDWASD
Dania Beach SE Drainage DB Project

Infinite Source Communications Group

COST ESTIMATE FOR PUBLIC INFORMATION SERVICES

Prepared for: WSP

PIO Phase	Hours / Unit	Cost - \$110 p/hour
Pre-Construction Phase – Design (4 to 5 months) • Initial field visit and project walk-through • Database development of stakeholders and elected officials. • Development of project fact sheet, review with project team and final approvals. • Distribution of notice to the community via email through constant contact. • Project pre-construction coordination meetings. • Miscellaneous ongoing construction support - Responding to information requests from the team. • Miscellaneous expenses included.	220	\$24,200
Pre-Construction Kick-Off Public Meeting • Coordinate and host a public meeting inviting affected residents and local agencies to review the plans, meet the team and ask any questions related to the work. • ISC will secure the venue, schedule the meeting, develop the project flier, mail information to the public and work with Dania Beach to promote the meeting.	100	\$11,000





- ISC will work with the team to develop a presentation or any project displays and/or graphics.
- ISC will prepare all sign-in sheets, comment cards and other meeting materials. Representatives will set up, attend, breakdown and draft a summary of the meeting.
- Plus expenses (postage, venue, copies, travel, display boards, etc.)

Total Labor Cost

TOTAL \$35,200



EXHIBIT B
MAXIMUM BILLING RATES

Project No: TBD by City of Dania Beach
 Project Title: Dania Beach Southeast Drainage Improvements Phase 2
 Consultant/ WSP USA
 Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
					(\$/HR)
Sr. Lead Consultant, Civil Engineer	\$67.16		2.85		\$191.41
Sr. Lead Consultant, Electrical Engineer	\$77.54		2.85		\$220.99
Lead Consultant, Electrical Engineer	\$47.87		2.85		\$136.43
Lead Consultant, Water Resources Engineer	\$52.89		2.85		\$150.74
Director – Water Resources Engineer	\$95.25		2.85		\$271.46
Sr. Consultant, Civil Engineer	\$45.80		2.85		\$130.53
Sr. Consultant, Water Resources Engineer	\$48.86		2.85		\$139.25
Consultant, Water Resources Engineer	\$35.10		2.85		\$100.04
Assistant Consultant, Water Resources Engineer	\$30.59		2.85		\$87.18

Multiplier of 2.85 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (128.18)%

FRINGE = HOURLY RATE X FRINGE (35.82)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (8.0)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

Consultant



Rodrigo Pigna
 South Florida Area Manager/Water & Environment

Name/Title

County

Contract Administrator

Date: _____

Date: _____

EXHIBIT B
MAXIMUM BILLING RATES

Project No: TBD by City of Dania Beach
Project Title: Dania Beach Southeast Drainage Improvements Phase 2
Subconsultant Name: Miller Legg

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
PRINCIPAL	\$86.00		3		\$250.00*
SENIOR ENGINEER	\$58.89		3		\$176.67
PROJECT ENGINEER	\$43.06		3		\$129.18
SR. SURVEYOR	\$45.50		3		\$136.50
SR. DESIGNER / CADD TECH	\$33.65		3		\$100.95
ADMINISTRATIVE	\$23.28		3		\$69.84
DESIGN / CONSTRUCTION SPEC.	\$44.48		3		\$133.44
SURVEY CREW (3 PERSON)	\$61.95		3		\$185.85
SR. ENVIRONMENTAL SCIENTIST	\$49.72		3		\$149.16

**Multiplier of 3.0 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (134.31)%

FRINGE = HOURLY RATE X FRINGE (43.88) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (8.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

Notes:

*negotiated rate/capped

**rounded down to 3.0 per negotiations meeting

Consultant

Dylan Larson, Vice President for
Name/Title *Miller Legg*
Dylan Larson

Date: 7/20/2020

County

Contract Administrator

Date: _____

EXHIBIT B
MAXIMUM BILLING RATES

Project No: TBD by Dania Beach
 Project Title: Dania Beach Southeast Drainage Improvements Phase 2
 Subconsultant Name: Infinite Source Communications Group

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Public Information Officer	\$57.69		2.7		\$155.76
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00

Multiplier of 2.7 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (146.81)%

FRINGE = HOURLY RATE X FRINGE (24.79) %

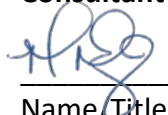
OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (8.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

Notes:

Consultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

Consultant



Monica Diaz/Principal

Name/Title

County

Contract Administrator

Date: July 21, 2020

Date: _____

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TBD by City of Dania Beach
 Project Title: Engineering Consulting Services, Project Management and Construction
 Administration for Southeast Drainage Improvements Phase 2

Consultant/
 Subconsultant Name:
 Conemco Engineering, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Professional Engineer	\$100.00		2.31		\$231.00
Junior Inspector	\$33.00		2.31		\$76.23
Drafter	\$33.00		2.31		\$76.23

Multiplier of 2.31 is calculated using the Safe Harbor.

OVERHEAD = HOURLY RATE X OVERHEAD (X.XX)%

FRINGE = HOURLY RATE X FRINGE (X.XX) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (X.XX)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
 MARGIN) / HOURLY RATE

Add if applicable:

Notes:

Consultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

Consultant

Jose A. Comrie President

Name/Title

Date: 7/21/2020

County

Contract Administrator

Date:

EXHIBIT B-1
REIMBURSABLES FOR DIRECT NON-SALARY EXPENSES

Reimbursable	Maximum Reimbursable
Printing, Mileage, Tolls, Parking, Postage, Records Fees, Etc	\$500.00
Permit Application Fees	\$20,000.00
Soft Digs Utility Investigations (Anticipated 10/\$500 Each)	\$5,000.00
Total Maximum Reimbursables:	\$25,500.00

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, REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION TO PROCEED WITH BID ADVERTISEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR PROJECTS FUNDED THROUGH THE HAZARD MITIGATION GRANT PROGRAM CITY HALL PROJECT (4337-201-R), FIRE RESCUE STATION NO.1 RETROFIT (4337-285-R), AND LIFT STATION MITIGATION PROJECT (4337-334-R); PROVIDING FOR CONFLICTS FURTHER PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

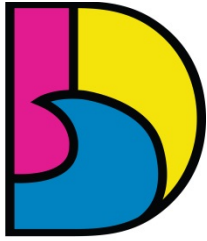
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

20-0716 Memo-Auth Bid HMGP Projects Eng Services.edited, R-2020- HMGP (Hazardous Mitigation Grant Program) Projects Engineering Services Authorization to Bid, 20-0728 HMGP Agenda Item backup (002).pdfC



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: July 28, 2020

TO: Honorable Mayor and Commissioners

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

FROM: Fernando Rodriguez, Public Services Director

**RE: AUTHORIZATION TO ADVERTISE TO BID FOR ENGINEERING SERVICES FOR THE HAZARD
MITIGATION GRANT PROGRAM PROJECTS**

Request

The Public Services Department (PSD) requests approval to advertise to bid for professional engineering services for various Hazard Mitigation Grant Program (HMGP) funded resiliency projects.

Background

The City entered into agreements with the Florida Division of Emergency Management for four (4) resiliency projects:

- City Hall Retrofit Project (4337-203-R) to replace the backup generator, make structure hardening improvements, and replacement windows with a project budget of \$2,405,500.00.
- Police Generator Project (4337-201-R) to provide a backup generator to the BSO police substation at 801 NW 1 Street with a project budget of \$264,000.00.
- Fire Rescue Station No. 1 Retrofit Project (4337-285-R) to replace the backup generator, make structural hardening, replacement windows and vents, and a new roof with a project budget of \$1,083,000.00.
- Lift Stations Retrofit Project (4337-334-R) to replace pumps, service, and add backup generators to nine lift stations with a project budget of \$3,710,385.00.

Each project requires professional engineering services for design, bid assistance, permits, and construction management. The use of federal funds requires open competitive bidding, making the City's existing engineering continuing services ineligible for use.

Budgetary Impact

Funding for each project will be provided from its appropriate capital fund account.

Recommendation

PSD recommends approval of this request to authorize the advertisement for bids for engineering services as described for each of the HMGP projects.

FR/cd

RESOLUTION NO. 2020-073

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION TO PROCEED WITH THE BID ADVERTISEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR PROJECTS FUNDED THROUGH THE HAZARD MITIGATION GRANT PROGRAM CITY HALL RETROFIT PROJECT (4337-203-R), POLICE GENERATOR PROJECT (4337-201-R), FIRE RESCUE STATION NO. 1 RETROFIT (4337-285-R), AND LIFT STATION MITIGATION PROJECT (4337-334-R); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Division of Emergency Management (“FDEM”) awarded, and the City of Dania Beach accepted, Hazard Mitigation Grant Program (HMGP) grant funds for four (4) resiliency projects; and

WHEREAS, the City Hall Retrofit Project (4337-203-R) requires professional engineering services for project design, permitting, bid assistance, and construction management for window replacement, structural hardening, and a replacement backup generator for the City Hall building; and

WHEREAS, the Police Generator Project (4337-201-R) requires professional engineering for project design, permitting, bid assistance, and construction management for the installation of a back-up generator for the 803 NW 1st Street BSO police substation; and

WHEREAS, the Fire Rescue Station No. 1 Retrofit Project (4337-285-R) requires professional engineering services for project design, permitting, bid assistance, and construction management for window and vent replacement, structural hardening, roof replacement, and a replacement backup generator for the Fire Rescue Station No. 1; and

WHEREAS, the Lift Stations’ Mitigation Project (4337-334-R) requires professional engineering services for project design, permitting, bid assistance, and construction management for new pumps, controls, and backup generators for lift stations 1, 2, 3, 4, 6, 11, 12, 15, and 16; and

WHEREAS, funds from City reserves and HMGP grant funds will be used for these projects;

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

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 authorizes City staff to advertise bids for professional engineering services for the City Hall Retrofit Project; the Police Generator Project; the Fire Rescue Station No. 1 Retrofit Project; and the Lift Stations’ Resiliency Projects.

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 upon its passage and adoption.

PASSED and ADOPTED on July 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 PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: February 11, 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

RE: REQUEST TO APPROVE AN AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) FOR HAZARDOUS MITIGATION GRANT PROGRAM FUNDING FOR GENERATORS AND UPGRADES FOR NINE SANITARY SEWER (WASTEWATER) COLLECTION SYSTEM LIFT STATIONS

Request

The Public Services Department (PSD) requests approval of an agreement with Florida Division of Emergency Management for grant funding to provide backup generators and upgrades for nine utilities sanitary sewer (wastewater) collection system lift stations.

Background

On June 26, 2018, the City Commission approved Resolution 2018-092 adopting the Broward County Enhanced Local Mitigation Strategy. This action allowed the City to apply for grants that meet the requirements for mitigation projects from a total of \$30 million appropriated for the Federal Emergency Management Agency (FEMA) Hazardous Mitigation Grant Program allocated to Broward County. As an example, through Broward County, the PSD applied for grant funding to install a backup generator at the Police Substation.

The City subsequently applied for similar grant to provide backup generators and lift station enhancements such as providing additional lift station pumps to nine of the City's 17 lift stations. Broward County, through a competitive process, ranked and scored this project so it is eligible for FEMA funding to the Florida Division of Emergency Management (Division). FEMA reviewed the project and approved funding.

Budgetary Impact

The estimated budget for the project is \$3,710,385.00, of which \$2,782,788.75 (75%) is FEMA grant funds. The Division is reviewing the City's Southeast Drainage (Resiliency) Phase II Project (SE Drainage Project) as a possible "global match" for the grant. If reviewed favorably by the Division, and subsequent approval by FEMA, the Southeast Drainage Project would allow the City to use expenses incurred as a direct cash match, thereby increasing the FEMA grant to the full Project cost (100%).

Funds will be appropriated within the City's Sewer Fund division 402-35-28-535 using the appropriate general ledger accounts. Additionally, should FEMA not provide the "global match" funds, the 25% non-Federal share of the project cost (\$927,596.25) will be appropriated from Sewer Fund unrestricted net position.

Recommendation

PSD recommends approval of the Agreement with the Division for grant funding to provide for backup generators and pump upgrades for nine lift stations to make the City of Dania Beach more resilient.



CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: June 23, 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

RE: REQUEST APPROVAL AN AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) FOR HAZARDOUS MITIGATION GRANT PROGRAM FUNDING FOR WIND RETROFIT AND NEW GENERATOR FOR FIRE RESCUE STATION NO. 1, AND APPROVAL TO PROCEED WITH ADVERTISEMENT FOR BIDS FOR PHASE I OF THE PROJECT

Request

The Public Services Department (PSD) requests approval of an agreement with Florida Division of Emergency Management for grant funding to provide wind retrofit improvements and a new generator for Fire Rescue Station No. 1. PSD also requests approval to proceed with advertisement for bids for phase I of the project

Background

On June 26, 2018, the City Commission approved Resolution 2018-092 adopting the Broward County Enhanced Local Mitigation Strategy. This action allowed the City to apply for grants that meet the requirements for mitigation projects from a total of \$30 million appropriated for the Federal Emergency Management Agency (FEMA) Hazardous Mitigation Grant Program allocated to Broward County. As an example, through Broward County, the PSD applied for grant funding to install a backup generator at the Police Substation.

The City subsequently applied for a similar grant to harden the Fire Rescue Station No. 1 structure from wind storms, with replacement impact windows, storm proof vents, impact doors, a new roof, and a new backup generator. Broward County, through a competitive process, ranked and scored this project so it is eligible for FEMA funding through the Florida Division of Emergency Management (Division). FEMA reviewed the project and approved funding.

Furthermore, Section 2-16 of the City Code of Ordinances provides that all City departments must obtain City Commission approval via resolution prior to issuing a formal request for bids, pursuant to any proposed capital project. In conjunction with approval of the agreement, which provides grant funding for the project, PSD is requesting approval to advertise for bids for phase I of the project, consisting of the new backup generator.

Budgetary Impact

The estimated budget for the project is \$1,083,800.00, of which \$812,850.00 (75%) is FEMA grant funds. The Division is reviewing the City's Southeast Drainage (Resiliency) Phase II Project (SE Drainage Project) as a possible "global match" for the grant. If reviewed favorably by the Division, and subsequent approval by FEMA, the Southeast Drainage Project would allow the City to use expenses incurred as a direct cash match, thereby increasing the FEMA grant to the full Project cost (100%).

Funds will be appropriated within the City's Grant Fund 103-22-65-522-63-10. Additionally, should FEMA not provide the "global match" funds, the 25% non-Federal share (City share) of the project cost (\$270,950.00) will be appropriated from the City's Unassigned General Fund balance (001-271-00-00).

Recommendation

PSD recommends approval of the Agreement with the Division for grant funding to provide for wind retrofit improvements and a new backup generator for Fire Rescue Station No. 1, and approval to proceed with advertisement for bids for phase I of the project.



CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: October 28, 2019

TO: Honorable Mayor and Commissioners

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

FROM: Fernando J. Rodriguez, Public Services Director

RE: **Approval of Agreement with the Florida Division of Emergency Management for A City Hall/EOC Wind Retrofit and Generator Project**

Request

The Public Services Department requests approval of an agreement with the Florida Division of Emergency Management for grant funding for \$1,804,500.00 for A City Hall/EOC Wind Retrofit and Generator Project (Project).

Background

On June 26, 2018, the City Commission approved Resolution 2018-092, adopting the Broward County Enhanced Local Mitigation Strategy. This action allowed the City to apply for mitigation projects from a \$30 million allocation of Federal Emergency Management Agency (FEMA) funds assigned to the Hazardous Mitigation Grant Program (HMGP). HMGP eligible activities include retrofitting existing buildings and facilities, and generators for critical facilities. Through Broward County, the City made an HMGP application to make City Hall more resilient to wind events through strengthening the structure, replacement impact windows, and replacement back-up generator.

Broward County, through a competitive process, ranked and scored the City's application and then recommended it to the Florida Division of Emergency Management (Division) for HMGP funding. FEMA approved the Project.

HMGP reimburses Project expenses such as engineering studies, design, bidding assistance, project management, and construction costs.

Budgetary Impact

The Project budget is \$2,405,500.00. The federal share is \$1,804,125.00 (75%) and the City's share is \$601,375.00 (25%). The Project period is 24 months. The City's Unrestricted Reserve Fund will provide the Project's funding. The grant funding will reimburse the City throughout the Project's 24-month performance period.

Currently, the Hazard Mitigation Grant Program funds 75% of the project cost with a 25% City match. The City is expecting FEMA to increase funding to 100% for this project. HMPG rules allow FMEA to waive the 25% match if a city is funding their own mitigation project. The City applied to FEMA to use the SE Drainage Project as mitigation project. The Florida Division of Emergency Management is reviewing the SE Drainage Project. Once the SE Drainage project is approved by FEMA, the Agreement with the Florida Division of Emergency Management will amended to show 100% grant funding for the City's HMGP projects.

Recommendation

PSD recommends approval of the Agreement with the Florida Division of Emergency for grant funding to provide for a back-up generator for City Hall to make the City of Dania Beach more resilient.



CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: October 28, 2019

TO: Honorable Mayor and Commissioners

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

FROM: Fernando J. Rodriguez, Public Services Director

RE: Request to Approve an Agreement with the Florida Division of Emergency for Hazardous Mitigation Grant Program Funding for a Police Substation Generator

Request

The Public Services Department (PSD) requests approval of an agreement with Florida Division of Emergency Management for grant funding to provide for a backup generator for the Police Substation.

Background

The City Commission on June 26, 2018 approved Resolution 2018-092 adopting the Broward County Enhanced Local Mitigation Strategy. This action allowed the City to apply for mitigation projects from \$30 million of Federal Emergency Management Agency (FEMA) Hazardous Mitigation Grant Program funding allocated to Broward County. Through Broward County, the City applied for grant funding to install a backup generator at the Police Substation.

Broward County, through a competitive process, ranked and scored this Project so it is eligible for FEMA funding to the Florida Division of Emergency Management (Division). FEMA reviewed the Project and approved funding.

Budgetary Impact

The Project's budget is \$264,000.00, of which \$198,000.00 (75%) is FEMA grant funds. The Division is reviewing the City's Southeast Stormwater Project. Upon review by the Division, the subsequent approval by FEMA, allows the City to use the expenses from the SE Stormwater Project as a direct cash match, thereby increasing the FEMA grant to the full Project cost (100%).

The City's Unrestricted General Fund Reserve Account 001-271-00-00 will provide the Project's funding.

Recommendation

PSD recommends approval of the Agreement with the Division for grant funding to provide for a backup generator for the Police Substation to make the City of Dania Beach more resilient.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN OCCUPANCY AGREEMENT BETWEEN THE CITY AND DANIA LIVE 1748 II, LLC, FOR A BROWARD SHERIFF'S OFFICE ("BSO") SUBSTATION LOCATED AT DANIA POINTE SHOPPING CENTER PHASE II

Purchasing Requests ONLY

Dept:

Acct #:

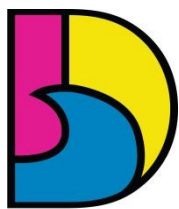
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - BSO Substation Occupancy Agreement, R-2020- Dania Live 1748 II, LLC
Occupancy Agreement for BSO Substation, OCCUPANCY AGREEMENT 7-10-2020 (1)(7-20-20)



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: July 28, 2020

TO: Honorable Mayor and Commissioners

FROM: Thomas J. Ansbro, City Attorney Thomas J. Ansbro Digitally signed by Thomas J. Ansbro
DN: cn=Thomas J. Ansbro, o=City of Dania Beach, ou=Legal
Department, email=standards@daniasbeachfl.gov, c=US
Date: 2020.07.20 14:14:43 -0400

SUBJECT: Occupancy Agreement with Dania Live 1748 II, LLC for a
Broward Sheriff's Office ("BSO") Substation Located at Dania Pointe

The Request

For the proper City officials to execute an Occupancy Agreement with Dania Live 1748 II, LLC for a substation for BSO, located at Dania Pointe.

Background

As a condition of approval of the Development Design Guidelines and Development Standards for Dania Pointe, Dania Live 1748 II, LLC was required to provide a police substation for the City's use at no cost to City within the shopping center premises

The City's and BSO's use of the premises has been negotiated with Dania Live which are set forth in the terms and conditions in the Occupancy Agreement. The Agreement is not a lease and is solely for the City's and BSO's use of the premises in connection with the City-BSO Service Agreement.

The term of the Agreement will begin on the date of execution and expire at midnight on October 14, 2025, unless the Agreement is extended by mutual written consent of both parties

Budgetary Impact

Funds will be needed to construct improvements for BSO's use of the substation. It is anticipated that bids will be sought for a contractor to do the work. Funding will be appropriated from public safety impact fee reserves.

Recommendation

It is recommended that the City Commission approve and execute the Occupancy Agreement, once it is finalized.

TJA/la

cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa-Cruz, Assistant City Manager
Thomas Schneider, City Clerk

RESOLUTION NO. 2020-074

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN OCCUPANCY AGREEMENT BETWEEN THE CITY AND DANIA LIVE 1748 II, LLC, FOR A BROWARD SHERIFF'S OFFICE ("BSO") SUBSTATION LOCATED AT DANIA POINTE SHOPPING CENTER PHASE II; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 15, 2015, the City Commission passed and adopted Ordinance #2015-022, amending the Dania Beach Code of Ordinances to change the Municipality's Comprehensive Plan regulating development and use regulations, including those governing development of the Dania Pointe Shopping Center Phase II ("Premises"); and

WHEREAS, pursuant to Development Design Guidelines and Development Standards for Dania Pointe approved by the City Commission, as a condition of approval, Dania Live 1748 II, LLC was required to provide a police substation for the City's use at no cost to the City within the shopping center premises; and

WHEREAS, the City's and BSO's use of the Premises has been negotiated with Dania Live which are embodied in terms and conditions set forth in an Occupancy Agreement (the "Agreement"), a draft copy of which is attached as Exhibit "A" and is incorporated into this Resolution by this reference; and

WHEREAS, the Agreement is not a lease and is not subject to Florida Statutes Chapter 83, the state Landlord-Tenant law, but is an agreement solely for City's and BSO's use of the premises in connection with provision of police services as set forth in the City-BSO police Service Agreement; and

WHEREAS, the term of the Agreement shall commence on the Delivery Date and expire at midnight on October 14, 2025, unless the Agreement is extended by mutual written consent of both parties;

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 to be true and correct and they are made a part of and are incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute an Occupancy Agreement with Dania Live 1748 II LLC, for a BSO substation, after the Office of the City Attorney approves its terms; a draft copy of the Agreement is attached as Exhibit “A” 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 take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on July 28, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

OCCUPANCY AGREEMENT

This Occupancy Agreement (the “Agreement”) is made and entered this ____ of July 2020 (the “Effective Date”) at Dania Beach, Florida by and between **Dania Live 1748 II LLC**, a Delaware limited liability company (the “Owner”), the **City of Dania Beach, Florida**, a Florida municipal corporation existing pursuant to Florida Statutes Chapter 165 (the “City”) and the **Broward Sheriff’s Office** (“BSO” and , together with the City, the “Occupants”). The Occupants and the Owner shall be referred to as the “Parties” and each a “Party”).

RECITALS

City is a Florida municipal corporation, governing the municipality identified as the City of Dania Beach, Florida (the “Municipality”). City is responsible for the provision of police services for the Municipality.

To provide police services for the Municipality, on October 1, 2010, City and BSO entered into an “Agreement for Police Services” (the “PSA”). The PSA was amended by First Amendment dated January 13, 2013, Second Amendment dated January 27, 2014, Third Amendment also dated January 27, 2014, Fourth Amendment dated October 1, 2014, Fifth Amendment dated June 9, 2019, Sixth Amendment dated August 4, 2016, and Seventh Amendment dated May 2, 2017, (all collectively referred to as the “Service Agreement”).

Owner is the owner of Phase II of the Dania Pointe Shopping Center located at 140 South Compass Way, Dania Beach, Florida (the “Shopping Center”). An affiliate of Owner owns Phase I of the Shopping Center.

On October 15, 2015, City passed and adopted Ordinance #2015-022, amending the Dania Beach Code of Ordinances to change the Municipality’s Comprehensive Plan regulating development and use regulations, including those governing development of the Shopping Center (the “Ordinance”). Pursuant to Development Design Guidelines and Development Standards for Dania Pointe approved by the City (the “DDG”), as a condition of approval, Owner was required to provide a police substation for City’s use¹ at no cost to City within the Shopping Center (the “Premises”).

The Parties wish to provide for the City’s and BSO’s use of the Premises on the terms and conditions set forth herein. For all purposes, the Parties agree that this Agreement is not a lease and is not subject to Florida Statutes Chapter 83, but is an agreement solely for Occupants’ use of the Premises in connection with provision of the Services to the Municipality as set forth in the Service Agreement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by each Party to the others, the receipt and adequacy of which hereby are acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals; Defined Terms.** The foregoing Recitals are true, correct and complete and are incorporated herein by reference. All capitalized defined terms contained in the DDG shall have the same meanings in this Agreement unless specifically stated otherwise.

2. **Premises.** The Premises which are the subject of this Agreement consist of approximately two thousand three hundred twenty-five (2,325) square feet of space within the Shopping Center, identified as Space O-102 as depicted in that floor plan titled “Broward County Sheriff’s Office, Dania Pointe – Shopping Center O”, which is attached hereto as Exhibit A-1 (the “Floor Plan”), located at the northern end of the Shopping Center, as depicted on the site plan titled “Dania Pointe”, which is attached hereto as Exhibit A-2 (the “Site Plan”) and use of the Reserved Parking Spaces as set forth below. The roof, foundation, exterior of the perimeter demising walls, and load bearing structural columns of the Shopping Center of the Premises are not a part of the Premises and Owner

¹ See pages 47 and 48 of the DDG.

DANIA POINTE SUBSTATION
DRAFT JULY 10, 2020

reserves the right to place signs or equipment (including utility equipment) and to perform additional construction within such areas.

3. Construction of Premises.

a. Owner's Work. Owner shall construct the Premises in accordance with the Floor Plan and in accordance with the specifications attached hereto as Exhibit B-1 ("Owner's Work"). Owner shall notify Occupants when the Owner's Work to be performed within the Premises has been substantially completed (the "Completion Notice"). For purposes hereof, "substantially complete" means that Owner's Work has been completed to the point that: (i) the work that needs to be completed consists of non-structural punch list type items; and (ii) Occupants can enter the Premises to commence Occupants' Work and to install fixtures, and equipment. Occupants shall promptly inspect Owner's Work and, if there are any deficiencies therein, Occupants shall promptly (within fifteen (15) business days) deliver to Owner a punch list detailing the defective items, and Owner shall correct the deficiencies as soon as reasonably practical. If Occupants do not timely submit such a punch list, Occupants conclusively shall be deemed to have accepted all of Owner's Work. If Occupants do timely submit such a punch list, Occupants shall be conclusively deemed to have accepted all of Owner's Work not specifically indicated as defective on such punch list.

b. Occupants' Work. Within five (5) business days after receipt of the Completion Notice (the "Delivery Date"), Occupants shall take possession of the Premises and shall commence to perform the improvements, alternations and installations described in Exhibit B-2 (the "Occupants' Work"). The Occupants' Work shall be performed by Occupants: (i) at their sole cost and expense, (ii) in compliance with all Laws, and (iii) in accordance with Approved Plans (as defined below). Before starting Occupants' Work or filing for permits, Occupants must submit to Owner, for its review and approval, plans and specifications for Occupants' Work (the "Plans"). Owner shall inform Occupants of any objections to the Plans within thirty (30) days after receipt. If Owner provides objections to the Plans, Occupants shall, within fifteen (15) days of receiving Owner's objections, deliver to Owner revised Plans, which Owner shall accept or reject within the next fifteen (15) days. The term "Approved Plans" refers to the final Plans which have been approved by Owner. Owner's review and approval of Occupants' Plans is not an affirmation by Owner that the Plans (or Occupants' Work) comply with applicable Laws nor does the approval impose any liability on Owner. Before starting the Occupants' Work, Occupants must provide to Owner: (a) the "Contractor Indemnity Agreement" (attached as Exhibit "B-3") signed by the Occupants' contractor; (b) certificates or other evidence that Occupants and their contractor have the insurance required by this Agreement; and (c) permits or other evidence that Occupants have obtained all governmental approvals required for the construction of Occupants' Work. Once Owner receives and approves the foregoing, Occupants promptly shall commence and complete Occupants' Work in accordance with the Approved Plans. Occupants shall pay, when due, all charges for labor and materials associated with the Occupants' Work. Before commencing the Services, Occupants must obtain and deliver to Owner: (1) all governmental approvals and inspections (including any certificate or occupancy) required for Occupants to use and occupy the Premises (the "Occupancy Permits"); and (2) paid invoices for all the Occupants' Work, along with final lien waivers from all contractors who performed any Occupants' Work (the "Invoices and Lien Waivers"). Occupants shall perform any Occupants' Work in a manner that minimizes the disruption of ongoing business and other activities in the Shopping Center and limit its construction and staging areas to the interior of the Premises. Each day, Occupants must remove any debris or materials in the Common Areas caused by the construction of Occupants' Work. Parking of vehicles of persons performing any portion of the Occupants' Work is only allowed in the Reserved Parking Spaces. If Owner or its representative inspects the Premises and determines that Occupants' Work is not being done in accordance with the Approved Plans, Occupants shall immediately correct the deficiencies or omissions. Any alterations to the Premises to be performed after the Occupants' completion of Occupants' Work shall be subject to the same approval procedures. Occupants shall not, under any circumstances, at any time during the Term (as defined below) of this Agreement, dig below the base course level of the pavement in the Common Areas without the express written permission of Owner and without utilizing a contractor chosen or approved by Owner. Notwithstanding anything to the contrary set forth herein, Occupants shall be required to use the telecommunication infrastructure installed by Owner at the Shopping Center to transmit voice and data to the Premises (the "Tel/Data System") with an Owner-approved service provider.

Connection to the Tel/Data System shall be at Occupants' sole cost and expense and performed in compliance with the Design Criteria & Handbook after coordination by Occupants through Owner's designated site personnel.

c. No Construction Liens. Occupants shall have no power or authority to permit construction, mechanic's, materialmen's or other liens to be placed upon the Premises in connection with maintenance, alterations, modifications or otherwise ("Occupants' Liens"). The interest of Owner shall not be subject to liens for improvements made by Occupants. Owner shall not be liable for any work, labor or materials furnished to the Premises by or through Occupants or anyone claiming through Occupants. No construction liens or other liens for any such work, labor or materials shall attach or affect the interest of Owner in and to the Premises. Owner has recorded or shall record a notice as set forth in Section 713.10 of the Florida Statutes. This Agreement itself shall not be recorded in the public records except at the option of Owner. Furthermore, Occupants shall be required to obtain and provide to Owner final lien waivers from all contractors, subcontractors, materialmen and suppliers which have filed or sent to Owner a "*Notice to Owner*".

d. Construction Criteria Manual. Occupants will be responsible, in addition to compliance with the P.M.U.D. and DDG's as set forth in Section 26 below, to conform its submission of Plans and other construction documents, and to perform its construction including the physical build out of the space and of the façade, to the criteria and requirements set forth in the Occupants Design Criteria & Handbook, a copy of which has been provided to Occupants. Statements and illustrations in the Occupants Criteria Manual showing the layout of the Shopping Center and the Development are for reference and context only, and in no way represent the actual final layout of either initially or at any future point in time.

4. **Term.** The "Term" of this Agreement shall commence on the Delivery Date and expire at midnight on the Expiration Date. For purposes of this Agreement, the "Expiration Date" shall be the first to occur of: (i) Occupants' actual vacation of the Premises, other than due to *force majeure* events; (ii) a date which Occupants shall specify by written notification to Owner that it will cease occupying the Premises; or (iii) October 14, 2025; unless this Agreement shall be extended by written agreement of the Parties. Upon the determination of the actual Delivery Date, Owner and Occupants shall each execute and deliver a "Notice of Agreement Term Dates" in the form attached to this Agreement as Exhibit C.

5. **Consideration; Use and Occupancy of Premises.** The consideration for Occupants' use of the Premises is the approval by City of the DDG and no rental payments shall be required hereunder, provided, however, Occupants shall pay to Owner such amounts as this Agreement allows to be charged for expenses which are the responsibility of Occupants ("Expense Charges"). Without limitation upon the foregoing, such Expense Charges shall include but shall not be limited to, Owner's expenses incurred by reason of Occupants' failure to discharge any Occupants Liens as set forth in Section 3(c), utility charges as set forth in Section 14, maintenance and repair expenses as set forth in Section 15, expenses of enforcing Owner's default remedies as set forth in Section 19, payment of insurance premiums as set forth in Section 21 if Owner shall be obliged to pay such insurance premiums to maintain coverage, and such other expenses as actually may be incurred by Owner in connection with this Agreement. These Expense Charges shall be due and payable upon thirty (30) days' notice given by Owner to Occupants and are deemed additional consideration for the Occupants' use and occupancy of the Premises. Occupants shall have the right to use and occupy the Premises, beginning on the Delivery Date and continuing until the Expiration Date. The Premises will be used only for provision of the Services as set forth in the Service Agreement (the "Permitted Use"). Occupants will not: (i) do or permit to be done in or about the Premises, nor bring to, keep or permit to be brought or kept in the Premises, anything which is prohibited by or will in any way conflict with any law, statute, ordinance or governmental rule or regulation which is now in force or which may be enacted or promulgated after the Date of Agreement; (ii) do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of tenants of the Shopping Center or injure or annoy them; (iii) use or allow the Premises to be used for any improper, unlawful or objectionable purpose; (iv) cause, maintain or permit any nuisance in, on or about the Premises or commit or allow to be committed any waste in, on or about the Premises; or (v) subject the Premises to any use which would increase the existing rate of insurance on the Shopping Center or any portion thereof or cause any cancellation of any insurance policy covering the Shopping Center or any portion thereof. BSO acknowledges and agrees that all of BSO's rights to use and occupy the Premises are derived

DANIA POINTE SUBSTATION
DRAFT JULY 10, 2020

from the Service Agreement and are not independent of Owner's agreements with City set forth herein and that BSO's use and occupancy of the Premises automatically shall terminate in the event the Service Agreement shall be terminated.

6. **Requirements of Law.** At its sole cost and expense, Occupants will promptly comply with: (i) all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or in force after the Commencement Date of the Agreement; (ii) the requirements of any board of fire underwriters or other similar body constituted now or after the Commencement Date of the Agreement; (iii) any direction or occupancy certificate issued pursuant to any law by any public officer or officers; and (iv) all Restrictions, insofar as (i) - (iv) above relate to the condition, use or occupancy of the Premises, excluding requirements of structural changes or changes outside the Premises unless related to: (a) Occupants' acts; (b) Occupants' business; (c) Occupants' use of the Premises; or (d) improvements made by or for Occupants. Occupants agree to cooperate with Owner's obligations to comply with utility disclosure regulations and the collection of data relating to utility consumption at the Premises.

7. **Parking.** Owner shall provide to City and BSO two (2) reserved parking spaces (the "**Reserved Parking Spaces**") located on the first floor of the multi-story parking garage located to the east of the Premises (the "**Shared Parking Deck**"), which may be used for BSO employees and members of the public visiting the Premises as determined by City and BSO. Owner shall post signs identifying such Reserved Parking Spaces as City and BSO shall direct. City and BSO shall have the right to install electric vehicle charging stations at City's and BSO's expense, such vehicle charging stations to be wired to the electric meter serving the Premises. Owner shall be responsible for maintaining, operating, securing, insuring, improving, altering and repairing the Shared Parking Deck including, but not limited to, utility costs, fire safety costs, restriping, waterproofing, vertical transportation system, repairs of a capital nature, repairs or alterations to comply with laws, governmental rules and regulations, ordinances and codes and fixing potholes and cracks in the surface thereof.

8. **Use of Common Areas of the Shopping Center.** Subject to the provisions of this Agreement, the Rules (as defined below), and the Declaration (as defined below) Occupants shall have the non-exclusive right to use the driveways, sidewalks, and curbs and other improvement and amenities of the Shopping Center which are, from time to time, made available by Owner and any other affiliated owners of portions of the Shopping Center for the common use of the Occupants and tenants of the Shopping Center (collectively, the "**Common Areas**"). Occupants shall have no right to use of the Parking Areas contained in the Shopping Center, other than the Reserved Parking Spaces. Owner shall cause the Common Areas to be maintained in good condition. Owner reserves the exclusive right at any time to: (i) change, reduce or add to the Common Areas, and further, Owner reserves to itself the exclusive right at any time to use the roof, foundation or exterior walls (other than Occupants' storefront) for placing of signs or equipment, including utility equipment, or for purpose of additional construction; and (ii) promulgate and enforce rules and regulations governing the use of the Common Areas and its parking areas (the "**Rules**"). Occupants and its employees, contractors, agents, and licensees will be required to observe the Rules.

Owner shall retain absolute dominion and control over the Common Areas and shall operate and maintain the Common Areas in such manner as Owner in its sole discretion, shall determine; provided however, such exclusive right shall not operate to prohibit Occupants from its material benefit and enjoyment of the Premises for the Permitted Use as defined in Section 5. Occupants acknowledge that without advance notice to Occupants and without any liability to Occupants in any respect, Owner shall have the right to: (a) temporarily close any of the Common Areas for maintenance, alteration, renovation or remodeling or improvement purposes; and (b) change, alter, add to, temporarily close or otherwise affect the Reserved Parking Spaces, the Parking Facilities and the Shared Parking Decks in such manner as Owner, in its sole discretion, deems appropriate including, without limitation, the right to designate reserved spaces available only for use by one or more tenants, provided that, except in emergency situations or situations beyond Owner's control, Owner shall provide alternative Parking Facilities during such temporary conditions. Owner may exercise any or all of the foregoing rights without being deemed to be guilty of an eviction, actual or constructive, or a disturbance or interruption of the business of Occupants or Occupants' use or occupancy of the Premises.

9. **Condition of Premises.** Occupants accept each of the Premises, the Shopping Center and Common Areas in their "as is" and "where-is" condition. Except as may be set expressly forth in this Agreement, Owner has made no representations concerning the Premises, the zoning of the Shopping Center, the Common Areas, the

DANIA POINTE SUBSTATION
DRAFT JULY 10, 2020

Shopping Center, or the ability of Occupants to operate the Permitted Use. Except as expressly provided in this Agreement, including Exhibit B-1, Owner has no obligation to perform any alterations or improvements to the Shopping Center or the Premises. Occupants shall not conduct any activity within the Premises or the Common Areas which would be considered a nuisance or the source or cause of any objectionable odors, sounds or vibrations. Occupants shall keep the Premises free of rodents, vermin, insects and other pests and provide regular extermination services when necessary. Occupants shall not commit or suffer to be committed any waste upon the Premises.

10. **Utilities.** Prior to the Delivery Date, Occupants shall arrange (in their names) and pay for all gas, water, sewer, telephone and other utility services for the Premises (the “Utilities”). Occupants shall pay for all Utilities consumed or used at the Leased Premises as and when due. If Occupants receive any of the Utilities through a shared meter (the “Shared Service”) then: (i) Occupants will pay to Owner Occupants' proportionate share (as reasonably determined by Owner) of the total meter charges for Shared Service; and (ii) Owner shall have the right, at any time, to require Occupants to pay as an Expense Charge, 1/12th of Owner's estimate of the Shared Service charge (which may be adjusted from time to time). The actual Shared Service charge will be reconciled at the end of each calendar year based on the actual charges for the Shared Service. If the estimated payments made by Occupants during the previous calendar year are more or less than the actual charges for the Shared Charges, then appropriate adjustments will be made with: (a) Occupants paying any underpayment to Owner and appropriate adjustments shall be made; or (b) Owner will promptly refund such overpayment to Occupants. The delivery by Owner to Occupants of bills and submeter records for any such Shared Service shall be conclusive for purposes of determining the amount(s) due by Occupants. In the event the Premises are serviced by a Shared Service, Owner shall have the right, but not the obligation, to: (1) install, at Occupants' costs, a separate submeter serving the Premises to separately meter Occupants' consumption, and (2) hire a third party to read such submeters and bill Occupants directly (and Occupants shall pay such third party, as and when billed) all charges for utility consumption based on the submeters along with a reasonable administrative fee for same. Owner shall have the right to service the Shopping Center (and to require Occupants to obtain its services from the provider) with solar generated or other renewable forms of electricity at cost competitive rates. Occupants agree to cooperate with Owner's obligations to comply with utility disclosure regulations and the collection of data relating to utility consumption at the Premises.

11. **Maintenance and Repairs by Occupants.** Occupants shall repair, maintain, replace and perform any required alterations or improvements to the following: (i) the Premises, including all restrooms located within the Premises; (ii) Occupants' signs, personal property, fixtures and equipment; (iii) the electrical, plumbing, sewerage, water, gas lines and equipment exclusively servicing the Premises (whether inside or outside the Premises); (iv) the heating, ventilating and air conditioning system (“HVAC”) exclusively serving the Premises; (v) the storefront of the Premises, including the plate glass, windows, doors, hardware, trim or closure devices at the Premises; and (vi) the fire sprinkler systems exclusively servicing the Premises. The foregoing obligations of Occupants includes the responsibility to keep all of the foregoing in a good and safe condition and in compliance with all governmental laws, codes, ordinances and regulations, including, but not limited to those related to the accessibility requirements and laws and requirements pertaining thereto (collectively, the “Laws”). If the need arises due to Occupants' use of the Premises or Occupants' Work (as defined in Section 3(b)) to make or install any improvements or alterations to other portions of the Shopping Center (a “Required Repair”), Owner may, at Occupants' cost, either require Occupants to make the Required Repair, or elect itself to make the Required Repair. Occupants shall cooperate with any efforts by Owner to comply with Laws. Occupants shall maintain a service contract for seasonal maintenance of the HVAC with a licensed HVAC contractor, and, upon request, provide a copy of same to Owner. All garbage, waste and refuse will be regularly removed by Occupants at Occupants' expense. Should Owner have (or initiate) a uniform HVAC maintenance program or a trash removal program, Occupants agrees, at Occupants' expense, to participate in the program(s) and use Owner's designated contractor, provided its price is competitive with other licensed contractors in the region. Occupants shall, at its cost, remove from the sidewalks and Common Areas any rubbish or debris due to its activities on the sidewalks adjacent to the Premises.

The roof, foundation, exterior of the perimeter demising walls, and load bearing structural columns and beams of the Premises will be maintained by Owner unless the need for the repairs arises out of an act or omission of Occupants, or its licensees, employees, contractors, agents or anyone else claiming by, through or under Occupants (the “Occupant Parties”) (such as roof penetrations performed by or on behalf of Occupants or any of the Occupant Parties), in which case Owner may either require Occupants to make the repairs, or elect itself to make the repairs at Occupants' cost. All installations, maintenance and repairs, whether performed by Owner or Occupants,

DANIA POINTE SUBSTATION
DRAFT JULY 10, 2020

which involve penetrations of the roof, foundation, demising walls and load bearing structural columns and beams of the Premises shall be performed by contractors approved by Owner.

On the Expiration Date, Occupants shall remove their property and fixtures and surrender the Premises in good condition and repair excluding reasonable wear, tear, and damage from casualties which Occupants are not required under this Agreement to restore. Any personal property not removed shall be deemed abandoned by Occupants and shall become the property of Owner. Owner and its agents may enter the Premises at any reasonable time to: (a) make any repairs, alterations, or improvements, including the installation, maintenance, repair, upgrading or removal of pipes, wires and other conduits serving other Occupants spaces or other parts of the Shopping Center; (b) permit persons designated by Owner to inspect the Premises; and (c) perform other actions or rights by Owner under this Agreement; provided, however, that such activities do not raise any danger to persons or property (such as the release of a prisoner from the holding cell or interference with police service communications).

12. **Owner's Right to Maintain or Repair.** If Occupants fail to maintain the Premises or if Owner agrees to allow Occupants to repair, restore or replace any damage or injury as provided in Section 11 and Occupants fail within five (5) days following notice to Occupants, to commence to maintain or to repair, restore or replace any damage to the Premises caused by Occupants or its Agents and diligently pursue to completion such maintenance or repair, restoration or replacement, Owner may, at its option, cause all required maintenance or repairs, restorations or replacements to be made and Occupants shall pay Owner pursuant to Section 11.

13. **Maintenance and Repair by Owner.** Owner will maintain, repair and restore to Shopping Center Specifications: (i) the Common Area (including lobbies, stairs, elevators, corridors, restrooms located outside of the Premises, walkways, driveways, grounds and Parking Facilities, including the Reserved Parking Spaces); (ii) the mechanical, plumbing, electrical and HVAC (as hereinafter defined) equipment serving the Shopping Center; and (iii) the structure of the Shopping Center (including roof, exterior walls, foundation, windows and Shopping Center standard lighting). The cost of such maintenance and repairs to the Shopping Center, the Common Area and said equipment shall be paid by Owner; provided, however, Occupants shall bear the full cost, plus ten percent (10%) of such cost for Owner's overhead, of any maintenance, repair or restoration necessitated by the acts or omissions of Occupants or its Agents. Occupants waive all rights to make repairs at the expense of Owner or to deduct the cost of such repairs from any payment owed to Owner under this Agreement.

14. **Indemnification of Owner.** Occupants, jointly and severally, shall defend, indemnify and hold Owner (along with the Owner Related Parties (as defined in Section 17 below) and any fee owner of the Shopping Center) harmless from all losses, claims, liabilities, injuries, expenses (including reasonable legal fees), lawsuits and damages: (i) claimed to have been caused by or resulted from any act, omission or negligence of Occupants or Occupant Parties (as defined in Section 11) no matter where occurring; (ii) occurring in the Premises except to the extent caused by Owner's gross negligence or willful misconduct; (iii) arising out of any liens placed against Owner's interest, the Premises, or the Shopping Center resulting from the Occupants' Work or any act or omission of Occupants or the Occupants Parties (an "**Occupant Lien**"); (iv) arising out of the use, storage or disposal by any of the Occupants' Parties of Hazardous Materials; and (v) arising out of any breach or default by Occupants. Neither Owner nor the Owner Related Parties shall be liable for any injury or any loss or damage to or interference with any equipment, fixtures, or other personal property or the business operations of Occupants or anyone in the Premises occasioned by: (a) the act or omission of persons occupying other premises in the Shopping Center; or (b) any defect (latent or otherwise) in any Shopping Center or the equipment, machinery, or utilities; or (c) any breakage or leakage of the roof, walls, floor, pipes, sewerage or other equipment; or (d) any backing up, seepage or overflow of water or sewage; or (e) flood, rain, or other elements or *Force Majeure* Events. In no event shall Owner or any Owner Related Parties be liable for loss of business, punitive or consequential damages. Without limitation upon the foregoing, to the extent Occupants are entitled to the protection of sovereign immunity under Florida law and are dismissed from any such claim, Occupants' obligation to defend and indemnify Owner and any Owner Party shall nonetheless remain in full force and effect..

15. **Waiver and Release.** Occupants, as a material part of the consideration to Owner for this Agreement, by this Section 15, waive and release all claims against Owner, and its Agents with respect to all matters for which Owner has disclaimed liability pursuant to the provisions of this Agreement. Except for any damage or injury to person or property on the Premises which is solely caused by the gross negligence or willful misconduct of Owner,

DANIA POINTE SUBSTATION
DRAFT JULY 10, 2020

Occupants covenants and agrees that Owner and its Agents will not at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, injury, death or damage (including consequential damages) to persons, property or Occupants' business occasioned by any acts or omissions of any other Occupants, Occupants or visitor of the Shopping Center, or from any cause, either ordinary or extraordinary, beyond the control of Owner.

16. **Force Majeure.** The parties acknowledge and recognize that the State of Florida is subject to hurricanes, floods, insurance moratoria and other circumstances over which neither party has control, including the declaration of emergency governmental orders due to national security situations, pandemics and other public health and safety dangers that result in government orders restricting Shopping Center operations, terrorist activity, nuclear contamination, contamination due to Hazardous Materials and similar events which restrict usual and customary business ("**Emergency Declarations**"). The parties agree that in the event either party is prevented from performing its obligations under this Agreement (other than the payment of Expense Charges) by reason of: (i) an Emergency Declaration applicable to the Municipality or the Shopping Center; (ii) the issuance of a flood watch, flood warning, hurricane watch or hurricane warning by applicable governmental authority (a "**Weather Event**"); or (iii) any other event or condition, not under the control of either party which prevents that party from performing their obligations hereunder in a timely and diligent manner (together with Weather Events and Emergency Declarations, "**Force Majeure Events**"); then, both parties' obligations to perform under this Agreement shall be suspended until a period of five (5) business days following the termination or alleviation of such *Force Majeure* Event; provided, however, if the duration of any such *Force Majeure* Event shall exceed sixty (60) calendar days, as of the sixty-first (61st) calendar day following the occurrence of the *Force Majeure* Event, either party shall have the right to exercise its rights under this Agreement upon ten (10) calendar days' notice to the other party as if the *Force Majeure* Event had not occurred.

17. **Insurance.** Occupants shall maintain through Preferred Governmental Insurance Trust (or any subsequent insurer providing substantially identical insurance to Occupants) and excess loss carriers: (i) property insurance for all of Occupants' personal property and improvements (including, without limitation, any Occupants' Work); and (ii) Comprehensive General Liability insurance (including bodily injury and property damage) insuring Occupants and Owner with minimum coverage of One Million Dollars (\$1,000,000) combined single limit. In the event Occupants shall receive a notice of cancellation, non-payment of premiums or non-renewal as to any required insurance coverage, Occupants shall notify Owner within two (2) business days after Occupant's receipt of such notice of cancellation, non-payment of premiums or non-renewal. Prior to the Delivery Date, and thereafter when each policy is renewed or replaced, Occupants must provide Owner with certificates or copies of the declaration page evidencing the insurance coverages required by this Agreement. Owner and Occupants hereby each release the other for property damage to the extent of the insurance it is required to carry under this Agreement. At such time as Occupants shall provide Owner with: (i) Preferred Governmental Insurance Trust's endorsement waiving subrogation claims against Owner; or (ii) a separate policy of insurance insuring Owner against all loss or damage, including costs of defense, occasioned by any subrogation claim asserted against Owner by Preferred Governmental Insurance Trust or such subsequent insurer ("**Subrogation Coverage**"); then Owner shall provide Occupants with an endorsement to Owner's insurance coverage waiving subrogation rights against Occupants and, thereafter for so long as such Subrogation Coverage remains in place, Owner and Occupants each shall be deemed to have released the other and all other persons claiming by, through or under it from and against all claims asserted by way of subrogation. In the event Occupants' Subrogation Coverage shall lapse, Owner's waiver of subrogation claims simultaneously shall be terminated, notwithstanding any endorsements issued by Owner's insurer to the contrary. To avoid any doubt or confusion, Owner's agreement to enter into this Agreement without a present waiver of subrogation clause is expressly conditioned upon Occupants' assurance that neither they nor their insurer shall assert sovereign immunity as a defense against any subrogation claim brought by Owner or its insurer.

During any period Occupants are constructing any Occupants' Work, Occupants' contractor must maintain the following insurance: (a) Comprehensive General Liability insurance including Blanket Contractual Liability with minimum amount of Three Million Dollars (\$3,000,000) Combined Single Limit for bodily injury and property damage; (b) Workers Compensation and Occupational Disease insurance with statutory limits and form as required by the state where the Premises is located; and (c) Employer's Liability with a limit of not less than One Million Dollars (\$1,000,000) for all damage. The Contractor's insurance must: (1) be primary and not secondary coverages; (2) be issued by a nationally known insurance company having a "Best Rating" of A-VIII or better; (3) name

Owner, its lender (if any) or any other party designated by Owner as additional insureds (collectively, the “Owner Related Parties”); and (4) be for a term of not less than one (1) year.

18. **Destruction of Premises; Eminent Domain.** If due to a fire, casualty or eminent domain either: (i) the Premises; or (ii) a substantial portion of the Shopping Center; is materially damaged or rendered untenable then Owner shall have the option, within ninety (90) days after the date of casualty or notice of the eminent domain, on written notice to Occupants, to terminate the Agreement, in which case the Agreement shall end on the date specified in Owner’s notice. If the Agreement is not terminated by Owner, then to the extent possible: (i) Owner shall restore the remainder of the Premises to substantially the condition it was in on the Delivery Date; and (ii) Occupants shall promptly restore any Occupants’ Work as well as all of its furniture, fixtures, equipment and personal property so as to be able to recommence provision of the Services from the Premises in substantially the same manner as immediately prior to the casualty or taking. If the Agreement is terminated as a result of eminent domain, Occupants: (a) shall not be entitled to any part of Owner’s award or damages; and (b) may assert their own claim for damages from the condemning authority as long as it does not reduce the Owner’s award or damages. Notwithstanding the foregoing, City covenants and agrees that it shall not exercise the power of eminent domain to acquire the Premises or any other part of the Shopping Center for the purpose of providing the Services.

19. **Default.** A “**Default**” by Occupants shall be deemed to have occurred when Occupants fail to: (i) remove or discharge any Occupants Liens within thirty (30) calendar days after written notice of the Occupants Lien (failing which, in addition to all other rights and remedies hereunder, Owner may bond or otherwise remove the Occupants Lien and collect all fees, costs and expenses incurred from Occupants as a condition to Occupants’ continued occupancy of the Premises); (ii) pay any Expense Charges within thirty (30) calendar days after written notice from Owner that such Expense Charges have been incurred; or (iii) perform or observe any other obligation of Occupants under this Agreement within thirty (30) calendar days after receipt of written notice from Owner. Upon an Occupants’ Default, Owner shall have all rights and remedies available at law or equity, which shall be non-exclusive and include but not be limited to: (a) a right to cure an Occupants’ Default at Occupants’ cost; (b) terminate this Agreement without terminating any liability of Occupants; (c) file an eviction proceeding to remove Occupants from the Premises, (d) stand by and do nothing, continuing this Agreement in full force and effect, during which Owner may enforce all rights and remedies under this Agreement, including the right to recover all charges due hereunder and such other charges become due; or (e) recover from Occupants all damages, fees, costs and expenses incurred by Owner as a result of the Occupants Default, including but not limited to any broker costs and any costs of reletting. Owner’s exercise of any of the foregoing remedies shall not be deemed to be a default under the DDG. Owner shall not be deemed to have terminated this Agreement or to have accepted any surrender by Occupants unless Owner notifies Occupants in writing that it has done so. Occupants are responsible for any pre-litigation attorney’s fees, costs and expenses Owner incurs enforcing the Agreement. In any litigation concerning this Agreement, the non-prevailing party must pay the reasonable attorneys’ fees, costs and expenses incurred by the prevailing party. Occupants may not assert any setoff in any legal action brought by Owner. Occupants expressly waive any notice related to an Occupants’ Default except for what is expressly required by this Agreement section. In addition to the foregoing remedies, if the Occupants fail to perform or observe any of their obligations, Owner reserves the right (without the need to provide any prior notice to Occupants) to perform or cure the Occupants’ obligation (and if necessary enter upon the Premises at any time) on behalf of Occupants, in which case, the fees, costs and expenses incurred by Owner will be considered an Expense Charge which Occupants will be obligated to pay to Owner upon demand.

20. **Subordination.** This Agreement is subject and subordinate to all matters of record which now or hereafter encumber the Shopping Center or Owner’s interests in the Shopping Center (the “Encumbrances”). This clause shall be self-operative and no further instrument of subordination shall be required, but if requested by Owner, Occupants will execute instruments acknowledging the subordination. If Owner transfers (by sale or foreclosure or deed in lieu of foreclosure, or by virtue of termination of any underlying Agreement) its interest in this Agreement or the Shopping Center, Occupants shall, if requested, attorn to such transferee and execute instruments acknowledging the attornment. Subject to Encumbrances and the terms of this Agreement, Owner covenants that, absent a Occupants Default, Occupants’ peaceful and quiet enjoyment of the Premises shall not be disturbed by Owner or anyone properly claiming through Owner.

21. **Assignment and Subletting.** Occupants shall not, directly or indirectly, without the prior written consent of Owner, which may be withheld in Owner's reasonable discretion: (i) assign this Agreement, (ii) sublet all or a part of the Premises, or (iii) pledge, mortgage or hypothecate the Premises, this Agreement, or any interest herein (any of the foregoing, a "Transfer"). Before engaging in any Transfer, Occupants must provide Owner with thirty (30) days prior written notice of the proposed Transfer together with all of the documents and information related to the Transfer, including the experience and financial capabilities (including financial statements) of the parties to the Transfer (the "Proposed Transferee") in a form and content reasonably acceptable to Owner. Owner may request additional information and will charge Occupants a fee to compensate Owner for the costs in reviewing the Transfer request, which is currently Two Thousand Five Hundred Dollars (\$2,500) per request. In any assignment to a party other than a party providing Services substantially identical to the Services set forth in the Service Agreement, the Proposed Transferee must enter into a new lease on Owner's then-current form of lease, which provides for market rate rent, payment of common area maintenance charges and the posting of a security deposit and last month's rent as then is being charged by Owner for space within the Shopping Center. In any sublet of a portion of the Premises, the Proposed Transferee shall execute and deliver to Owner written acknowledgment that its use of the sublet portion of the Premises is derived solely from Occupants' rights under this Agreement and that the Proposed Transferee shall comply with and observe all terms and conditions set forth in this Agreement. Unless Owner provides written notice that it approves the Transfer request, within thirty (30) after its receipt of all the information required by this Article, Owner will be deemed to have denied its consent to the Transfer. Consent by Owner to one or more Transfers shall not: (i) operate as a waiver of Owner's rights as to any subsequent Transfers; or (ii) release the Occupants engaged in the Transfer from any obligations, liabilities or covenants under this Agreement. Among other considerations, Owner shall have the right to withhold consent to a Transfer if the amounts received by Owner pursuant to this Agreement would fail to qualify as "rents from real property" within the meaning of Section 856(d) of the Internal Revenue Code of 1986, as amended (the "Code"), or any similar or successor provision thereto or which would cause any other income of Owner to fail to qualify as income described in Section 856(c) (2) of the Code. Notwithstanding any Transfer, unless specifically approved by Owner, the Premises shall continue to be used only for the Permitted Use and Occupants shall not be released from any obligations, liabilities or covenants under this Agreement. It will not be considered unreasonable if Owner, as a condition to its consent to a Transfer, requires the Proposed Transferee to provide to Owner adequate assurance of the financial ability of the Proposed Transferee to perform the obligations of the Occupants under this Agreement, which may include, but are not limited to, Owner requiring a guarantee by an individual or entity acceptable to Owner or by Proposed Transferee depositing with Owner a Security Deposit at the time of the Transfer. Any such Transfer occurring without Owner's prior written consent shall be deemed a Default hereunder and shall be null and void and of no effect.

22. **Shopping Center Redevelopment.** Owner reserves the right (but is not obligated) to redevelop all or any part of the Shopping Center (the "Redevelopment"). If Owner proceeds with a Redevelopment, the configuration of the Shopping Center (including its Shopping Centers and Common Areas) shown on the Site Plan may be modified due to changes in the number, dimensions, or locations of Shopping Centers, parking areas, drives, exits, entrances, walks and other Common Areas of the Shopping Center. Occupants acknowledge and consent to the foregoing. Owner is permitted to undertake any Redevelopment work at any time and, without any calendar year construction blackout periods, construction limitations or Shopping Center restrictions. The Occupants further acknowledge that Redevelopment activities and work may disrupt the normal business activities of the Shopping Center and agrees to accept the Premises subject to any inconvenience. If a Redevelopment affects the façade of the portion of the Shopping Center in which the Premises is located, upon Owner's request, Occupants shall remove their exterior signage and fabricate and install, at its cost a temporary sign or banner as directed by Owner and reasonably satisfactory to Occupants. Occupants will remove the temporary signage when directed by Owner and reinstall its permanent signage permitted by this Agreement.

In connection with such Redevelopment, Owner may, upon no less than six (6) months' notice, require Occupants to relocate from the Leased Premises into replacement Premises (the "**New Premises**") which are constructed in accordance with the original Owner's Work (or as such Owner's Work may be modified as agreed by the Parties) and the original Occupants' Work, (or as such Occupants' Work may be modified as agreed by the Parties) which shall be completed to Occupants' reasonable satisfaction at Owner's expense. The New Premises shall be located at such other location in the Development as shall be reasonably acceptable to Occupants, taking into account all applicable laws, public access and proximity to major streets and intersections. Occupants will move

DANIA POINTE SUBSTATION
DRAFT JULY 10, 2020

its operations, fixtures, equipment and signs to the New Premises within sixty (60) calendar days after notice from Owner that the New Premises are ready for occupancy. Owner shall reimburse Occupants for the reasonable and actual costs incurred by Occupants in connection with moving Occupants' furniture, equipment, supplies and other personal property to the New Premises within thirty (30) days after Occupants have: (i) relocated to the New Premises, (ii) reopened the Permitted Use in the New Premises, and (iii) provided Owner with copies of the paid invoices for the costs. The New Premises will become the Leased Premises for purposes of this Agreement and the provisions of this Agreement shall apply to the New Premises from and after the date Occupants have relocated to the New Premises. If Occupants have installed equipment which controls traffic lights adjacent to the Premises, Owner also shall pay for the relocation and reinstallation of such equipment.

23. **No Owner Liability.** Neither Owner nor its Agents, whether disclosed or undisclosed, shall have any personal liability under any provision of this Agreement. If Owner defaults in the performance of any of its obligations hereunder or otherwise, Occupants shall look solely to Owner's equity, interest and rights in the Shopping Center for satisfaction of Occupants' remedies on account thereof. Owner or any successor owner shall have the right to transfer and assign to a third party, in whole or part, all of its rights and obligations hereunder and in the Shopping Center and Land, and in such event, all liabilities and obligations on the part of the original Owner, or such successor owner, under this Agreement occurring thereafter shall terminate as of the day of such sale, and thereupon all such liabilities and obligations shall be binding on the new owner. Occupants agree to attorn to such new owner. Any successor to Owner's interest shall not be bound by any amendment or modification of this Agreement made without the consent of such Mortgagee.

24. **Notices.** Notices must be in writing and sent by certified mail return receipt requested, or by a nationally recognized overnight courier service to City, BSO or Owner as follows:

To City and BSO

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
Attention: City Manager

Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312
Attention: Sheriff

To Owner

Dania Live 1748 II LLC,
c/o Kimco Realty Corporation
1 Oakwood Boulevard #70
Hollywood, Florida 33020
Attention: Dania Pointe Property Manager

Notices shall be effective on the earlier of: (i) the date received; or (ii) the date delivery is refused. Notices given by Owner may be given by Owner, its agent or attorney in any manner permitted by applicable law. In addition to the aforementioned notice methods, Owner may provide notice to Occupants by posting at the Premises or by means of hand delivery to any of Occupants' registered agents, officers, members, employees or other agents at either the address indicated above, the registered agent address, the last known address of Occupants, or at the Premises. All notices personally delivered or sent by a nationally recognized overnight delivery service shall be deemed effective when actually delivered as documented in a delivery receipt or when delivery is rejected. All notices sent by certified or registered mail, return receipt requested, shall be deemed effective five (5) days after having been deposited in the United States mail. NOTWITHSTANDING ANY COURSE OF DEALING BETWEEN THE PARTIES OR OTHERWISE, the parties agree that electronic communications, including email and texting, are insufficiently reliable to constitute notice under this Agreement.

25. **State Mandated Radon Notice.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a Shopping Center in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in Shopping Centers in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

DANIA POINTE SUBSTATION
DRAFT JULY 10, 2020

26. **P.M.U.D. and Declaration.** The Shopping Center is subject to a special zoning ordinance (the “P.M.U.D.”) (including the DDG established thereunder) and DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR DANIA POINTE described below which will control many aspects of the entire Development. This Agreement is and shall be in all respects subordinate to the P.M.U.D. and the Declaration, as same may be amended by Owner from time to time in Owner’s sole and absolute discretion.

(A) The P.M.U.D is a special zoning ordinance which governs the entire Development. Occupants shall not, at any time, seek a variance from the P.M.U.D. without Owner’s written approval which may be withheld in Owner’s sole and absolute discretion. The P.M.U.D. defines Owner’s rights only, and does not represent, nor should it be interpreted as, a broad grant of discretion to Occupants in its performance under the Agreement, nor as any indication of what Owner will or will not approve with respect to design, height, signage, construction or any other matter. Notwithstanding anything else contained elsewhere in this Agreement to the contrary, all matters which must be submitted to the City for approval must first be approved by Owner. Owner may, in its sole and absolute discretion, reject matters approvable by or under the P.M.U.D. if to do so is in the best interests of the overall Development. Owner may seek to amend the P.M.U.D. from time to time, and all such amendments shall be thereafter binding upon Occupants’ future construction, alteration or improvement of the Premises, but shall not affect existing improvements.

(B) Owner has prepared, executed and recorded, and also supplemented, a one-party declaration for the Development (collectively the “Declaration”). This Declaration is recorded against the entire property of the Development and governs the land, even if subsequently sold to third-parties, along with the P.M.U.D. In the event there is a conflict in the provisions regarding Owner’s rights and obligations hereunder and those of Owner as “Owner” or “Developer” under the Declaration, or if there is a conflict in the provisions regarding Occupants’ rights and obligations hereunder and those of Occupants as “Owner” under the Declaration, in either case, as between Owner and Occupants, the provisions of the Declaration shall govern and control. Occupants acknowledge that they have received a copy of the Declaration and are aware of its contents as of the Effective Date. The Declaration may be modified or amended from time to time according to its terms, without consent of Occupants, and the Declaration, as amended, shall continue to control over the provisions of the Agreement, provided that no such amendment or modification after the Effective Date shall be made that would materially adversely impact Occupants’ use of the Premises, access to the Premises from other parts of the Development, or visibility of the Premises without Occupants’ consent.

27. **Wells.** The Development shall contain a number of injection wells (“Wells”) necessary to handle surface and subsurface water throughout the Development including the Premises. Occupants shall not, in any way, during the entire term of the Agreement, interfere with, alter, relocate or block any Well or piping system connected to the Well that exists on or is serving the Premises or the Common Areas. All work on the Wells shall be performed and maintained by the Owner or the Declarant, at Owner or Declarant’s expense (except for repair of damage done by Occupants, its employees, contractors, agents, representatives, residents, and invitees, which shall be performed by Owner or Declarant at Occupants’ expense). In the event, over time, the Wells currently on or near the Premises suffer a reduction in capacity, Owner shall determine an appropriate location for placement of additional Well(s) to replace that capacity. New Wells shall be at Owner’s sole cost and expense unless necessitated by the negligence or misconduct of Occupants, its employees, contractors, agents, representatives, residents, and invitees.

28. **Security.** Occupants acknowledges that Owner shall have the right, in its sole discretion, to maintain a security program governing any portion or all of the Development, including the Common Areas and any Shared Parking Deck, as defined below, including the use of video surveillance and/or live security personnel. To the extent Occupants elect to supplement this program by providing for security specifically for the Premises, Occupants shall coordinate its security program with that being run by the Owner for other portions of the Development. Owner shall, in its sole and absolute discretion, have the right to begin, amend, increase, decrease or even terminate any security program it has in place from time to time, and makes no representation as to the extent security coverage will be provided to the Premises at any time. Occupants acknowledge and agree that in the event Occupants require access to Owner’s video surveillance, Occupants shall be required to obtain court warrants for such video surveillance in the same manner as if this Agreement was not in effect.

DANIA POINTE SUBSTATION
DRAFT JULY 10, 2020

29. **Development Work.** (A) Occupants acknowledges that Owner is in the process of developing the Shopping Center, and the various uses and phases of the Development, and may, from time to time in the future engage in development or redevelopment work. In the event Owner undertakes such a redevelopment, or further development, and to the extent the development is ongoing now, ***Occupants acknowledge that the development and redevelopment process may disrupt the normal business activities of the Shopping Center. Occupants agree to accept the Premises subject to any inconvenience, disturbance or impact any such redevelopment may have upon the Premises and Occupants' operations.***

(B) As used herein, the term "Approvals" shall mean all permits, approvals, variances, licenses and other determinations required under the provisions of applicable federal, state, county and local municipal laws, ordinances, regulations and administrative rulings to redevelop the Shopping Center, including any tax increment financing approvals ("TIF"), if applicable. As the Development is developed, or in the event Owner undertakes further development or a future redevelopment, Occupants acknowledges that Exhibit A-2 attached to the Agreement may not remain as shown and Owner may relocate, increase, reduce or otherwise change the number, dimensions, or locations of Shopping Centers, parking areas (including the Reserved Parking Spaces), drives, exits, entrances, walks and other Common Areas of the Shopping Center or the Development, or the location of the Premises, as may be necessary, whether in order to obtain the Approvals in a timely manner, or in the event changes to the layout of the Shopping Center need to be made to accommodate the development, future development or redevelopment of the Shopping Center or Development in general, or the development or redevelopment of other Occupants' spaces at the Shopping Center or Development, without any calendar year construction blackout periods, construction limitations or Shopping Center restrictions.

30. **Hazardous Materials.** Occupants shall not bring or permit to remain on the Premises or the Shopping Center, or allow any of Occupants' Parties to bring or permit to remain on the Premises or the Shopping Center, any asbestos, petroleum or petroleum products, used oil, explosives, toxic materials or substances defined as hazardous wastes, hazardous materials or hazardous substances under any federal, state or local law or regulation ("Hazardous Materials"), except for routine office and janitorial supplies used on the Premises and stored in the usual and customary manner and quantities, and in compliance with all applicable environmental laws and regulations. Occupants shall not install or operate any underground storage tanks within the Premises or the Shopping Center. Occupants' violation of the foregoing prohibitions shall constitute a material breach and default hereunder and Occupants shall indemnify, protect, hold harmless and defend (by counsel acceptable to Owner) Owner, and all Owner Parties and each of their respective successors and assigns, from and against any and all claims, damages, penalties, fines, liabilities and cost (including reasonable attorneys' fees and court costs) caused by or arising out of: (i) a violation of the foregoing prohibition; or (ii) the presence or release of any Hazardous Materials on, from, under or about the Premises, the Shopping Center or other properties as the direct or indirect result of Occupants' occupancy of the Premises. Occupants, at their sole cost and expense, shall clean up, remove, remediate and repair any soil or groundwater contamination or other damage or contamination in conformance with the requirements of applicable law caused by the presence or any release of any Hazardous Materials in, on, from, under or about the Premises during the term of this Agreement. Neither the written consent of Owner to the presence of the Hazardous Materials, nor Occupants' compliance with all laws applicable to such Hazardous Materials, shall relieve Occupants of its indemnification obligation under this Agreement. Occupants immediately shall give Owner written notice: (i) of any suspected breach of this section; (ii) upon learning of the presence or any release of any Hazardous Materials; or (iii) upon receiving any notices from governmental agencies or other parties pertaining to Hazardous Materials which may affect the Premises. Owner shall have the right from time to time, but not the obligation, to enter upon the Premises to conduct such inspections and undertake such sampling and testing activities as Owner deems necessary or desirable to determine whether Occupants are in compliance with this provision. The obligations of Occupants hereunder shall survive the expiration or earlier termination, for any reason, of this Agreement.

31. **Mold.** The parties acknowledge that mold is a naturally occurring substance in many Shopping Centers in Florida and that there are concerns about the effect of certain molds on health, even if there is no scientific evidence supporting those fears. As used herein: (i) "Mold" means mold, mildew, fungus or other potentially dangerous organisms in amounts sufficient to create a health risk to humans; and (ii) a "Mold Condition" means the presence or suspected presence of Mold or any condition(s) that reasonably can be expected to give rise to or indicate the presence of Mold, including observed or suspected instances of water damage or intrusion, the presence

DANIA POINTE SUBSTATION
DRAFT JULY 10, 2020

of wet or damp wood, cellular wallboard, floor coverings or other materials, inappropriate climate control, discoloration of walls, ceilings or floors, complaints of respiratory ailment or eye irritation by residents, employees or any tenants or invitees in the Shopping Center, or any notice from a governmental agency of complaints regarding the indoor air quality at the Shopping Center. Occupants acknowledge that to discourage the infestation of mold, it is necessary for Owner to provide appropriate climate control within the Premises, and Occupants agree not to block or cover any of the HVAC ducts within the Premises. Occupants agree to promptly report to Owner: (i) any evidence of a water leak or excessive moisture in the Premises; and (ii) any evidence of Mold or a Mold Condition that cannot be removed by simply applying a common household cleaner and wiping the area. Occupants hereby: (a) assume the risks associated with Mold or a Mold Condition; (b) waive any claim or cause of action against Owner arising out of the existence of Mold or a Mold Condition in the Premises or the Shopping Center; and (c) release the Owner from any and all liabilities resulting from same. Occupants further agree that Occupants shall be responsible for, and indemnify Owner and its Owner Parties from and against, any damage to the Premises and any other portions of the Shopping Center, as well as injury to the Occupants and Occupants' Parties, or any other person, and all claims of whatever nature against Owner or Owner's Parties resulting from Occupants' failure to comply with the terms of this Section 31.

32. **ADA Compliance.** Notwithstanding any other statement in this Agreement, the following provisions shall govern the parties' compliance with the Americans With Disabilities Act of 1990, as amended from time to time, Public Law 101-336; 42 U.S.C. "12101, *et seq.* (the "ADA"):

- a. Owner shall deliver the Premises to Occupants, including all Owner's Work described in Exhibit B-1, in compliance with the ADA.
- b. To the extent governmentally required, Occupants shall be responsible for compliance, at their sole expense, with Titles I and III of the ADA with respect to the Premises.
- c. Occupants shall indemnify, defend and hold harmless Owner and its Owner Parties from all fines, suits, procedures, penalties, claims, liability, losses, expenses and actions of every kind, and all costs associated therewith (including, without limitation, reasonable attorneys' and consultants' fees) arising out of or in any way connected with Occupants' failure to comply with Titles I and III of the ADA as required above.

33. **Estoppel Certificates.** Occupants shall, without charge, at any time and from time to time, within five (5) days after request therefor by Owner, the holder of any mortgage encumbering the Premises, any purchaser of all or any portion of the Shopping Center or any other interested person, execute, acknowledge and deliver to such requesting party a written estoppel certificate certifying, as of the date of such estoppel certificate, the following: (i) that this Agreement is unmodified and in full force and effect (or if modified, that the Agreement is in full force and effect as modified and setting forth such modifications); (ii) that the Term has commenced (and setting forth the Delivery Date and Expiration Date); (iii) that Occupants presently are occupying the Premises; (iv) the amounts of any charges hereunder currently due and payable by Occupants; (v) that the Owner's Work required by the Agreement to have been made by Owner have been made to the satisfaction of Occupants; (vi) that there are no existing set-offs, charges, liens, claims or defenses against the enforcement of any right hereunder (or, if alleged, specifying the same in detail); (vii) that Occupants have no knowledge of any then uncured default by Owner of its obligations under this Agreement (or, if Occupants have such knowledge, specifying the same in detail); (viii) that Occupants are not in default; (ix) that the address to which notices to Occupants should be sent is as set forth in the Agreement (or, if not, specifying the correct address); and (x) any other certifications requested by Owner. The form of this Estoppel Certificate is attached to this Agreement as Exhibit D. Occupants constitute and appoint Owner as Occupants' true and lawful attorney-in-fact ("Attorney-in-Fact"), and in the Occupants' name, place and stead, to make, execute, sign, acknowledge, and file said estoppel certificates in the event that Occupants shall fail to complete and deliver such requested estoppel certificates in the allotted time above. The foregoing power of attorney is irrevocable and is coupled with an interest. Occupants shall be bound by any representations made by the Attorney-in-Fact acting in good faith pursuant to this power of attorney, and Occupants hereby waive any and all defenses which may be available to contest, negate or disaffirm the action of the Attorney-in-Fact taken in good faith under this power of attorney.

34. **Waiver of Jury Trial.** OWNER AND OCCUPANTS KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY LAWSUIT BROUGHT BY OWNER TO RECOVER POSSESSION OF THE PREMISES FOLLOWING OWNER'S TERMINATION OF THIS AGREEMENT OR THE RIGHT OF OCCUPANTS TO POSSESSION OF THE PREMISES PURSUANT TO THE TERMS OF THIS AGREEMENT AND ON ANY CLAIM FOR CHARGES WHICH OWNER MAY JOIN IN ITS LAWSUIT TO RECOVER POSSESSION.

35. **Invalidity of Particular Provisions.** If any provisions of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

36. **Gender and Number.** All terms and words used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number or gender as the context may require.

37. **Benefit and Burden.** Subject to the provisions of Article 33 and except as otherwise expressly provided, the provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective representatives, heirs, successors and assigns. Owner may freely and fully assign its interest hereunder.

38. **Attorneys' Fees and Costs.** If, as a result of any default of Occupants in their performance of any of the provisions of this Agreement, Owner uses the services of an attorney, whether at the pre-trial, trial and appellate levels, in order to secure compliance with such provisions or recover damages therefor, or to terminate this Agreement or evict Occupants, whether or not a lawsuit is commenced by Owner for such purpose(s), Occupants shall reimburse Owner upon demand for any and all attorneys' fees and expenses so incurred by Owner, which fees and expenses shall constitute an Expense Charge hereunder.

39. **Governing Law and Venue** This Agreement is governed by the laws of the State of Florida. Venue to determine any controversy or litigation regarding this Agreement shall be the Circuit Court of the Seventeenth Judicial Circuit, in and for Broward County, Florida, and both parties confer exclusive jurisdiction on that Court. City hereby designates the City Attorney as its agent for service of process. BSO hereby designates the Sheriff as its agent for service of process.

40. **Time of the Essence.** Time is of the essence as to Occupants' obligations contained in this Agreement.

41. **Headings.** Captions and headings are for convenience of reference only.

42. **Entire Agreement.** This Agreement (which includes the Exhibits attached hereto) contains and embodies the entire agreement of the parties hereto, and no representations, inducements or agreements, oral or otherwise, between the parties not contained in this Agreement shall be of any force or effect. This Agreement (other than the Rules and Regulations, which may be changed from time to time as provided herein) may not be modified, changed or terminated in whole or in part in any manner other than by an agreement in writing duly signed by Owner and Occupants.

(Signatures of the Parties Begin on Page 15)

**DANIA POINTE SUBSTATION
DRAFT JULY 10, 2020**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective hands as of the day and year first above written.

WITNESSES TO OWNER:

OWNER:

DANIA LIVE 1748 II, LLC,

a Delaware limited liability company

By: Dania Live JV, LLC, a Delaware limited liability company, its sole member

By: Kim Dania Manager, LLC, a Delaware limited liability company, its manager

By: Kimco PL Retail, Inc., a Delaware corporation, its sole member

By: _____

Name:

Title:

Date:

DANIA POINTE SUBSTATION
DRAFT JULY 10, 2020

ATTEST:

CITY OF DANIA BEACH, FLORIDA:

Tom Schneider, City Clerk

By: _____
Lori Lewellen, Mayor

Date: _____

(CITY SEAL):

CITY:

By: _____
Name: Ana M. Garcia
Title: City Manager
Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Thomas Ansbro, City Attorney

DANIA POINTE SUBSTATION
DRAFT JULY 10, 2020

WITNESSES TO BSO:

BROWARD SHERIFF'S OFFICE:

By: _____
Gregory Tony, Sheriff of Broward County, Florida

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY, SUBJECT TO EXECUTION
BY THE PARTIES:

Terrence Lynch, General Counsel

EXHIBIT A-1

Floor Plan

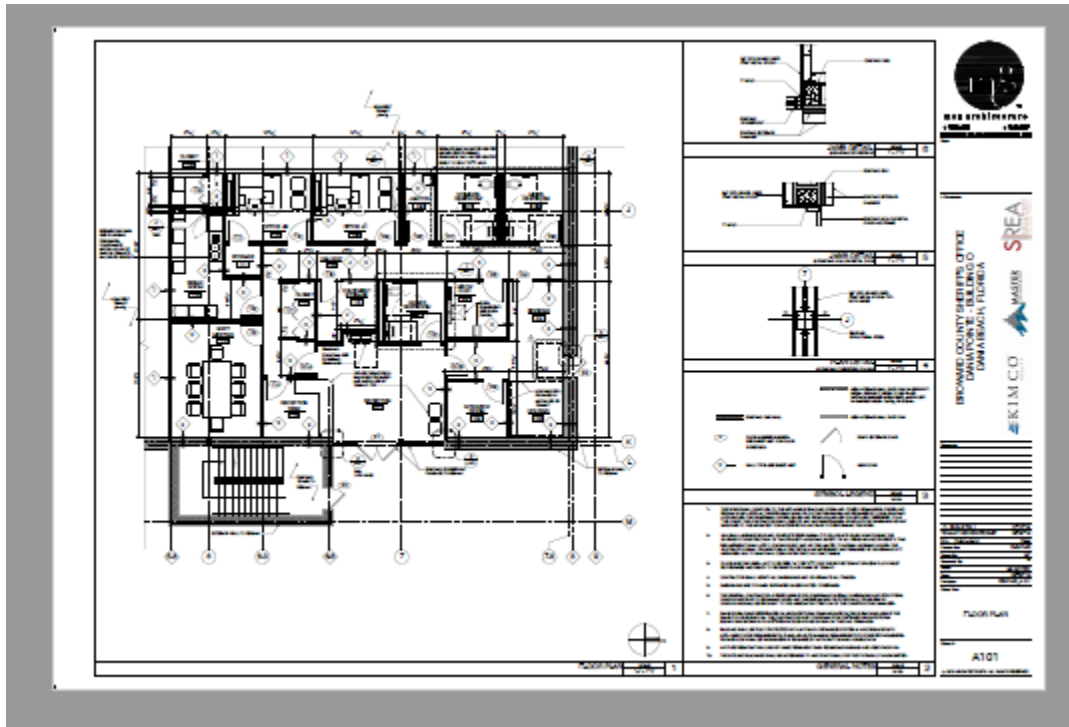


EXHIBIT A-2

Site Plan

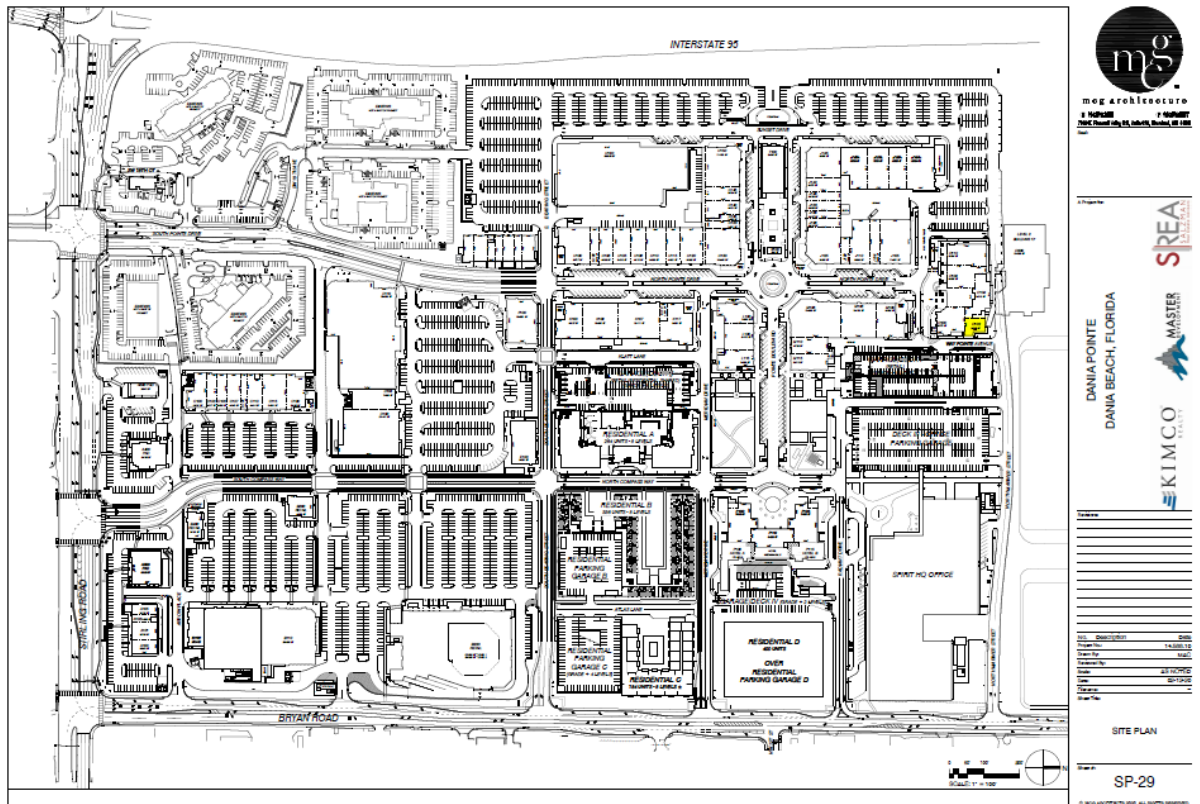


EXHIBIT B-1

Owner's Work

[To be agreed upon prior to execution]

EXHIBIT B-2

Occupants' Work

[To be agreed upon prior to execution]

EXHIBIT "B-3"

INDEMNITY AGREEMENT

NAME OF CONTRACTOR: _____
ADDRESS OF CONTRACTOR: _____
TELEPHONE NUMBER OF CONTRACTOR: _____
EMAIL ADDRESS OF CONTRACTOR: _____
TAXPAYER IDENTIFICATION NUMBER OF CONTRACTOR: _____
CONTRACTOR LICENSE: _____

This INDEMNITY AGREEMENT ("Agreement") pertains to work to be performed at the Dania Pointe Shopping Center, Phase II, which is located in Dania Beach, Florida, herein referred to as "Shopping Center" (Site _____) by the Contractor identified above (herein referred to as "Contractor"). This Agreement is appended to and constitutes a part of that contract (the "Construction Contract") between Contractor and the City of Dania Beach, Florida and the Broward Sheriff's Office (herein together referred to as "Occupants"), which Construction Contract is dated _____, for work to be done at the Shopping Center beginning approximately _____ and to completed approximately by _____. Contractor acknowledges that Occupants contractually are obligated to obtain this Agreement under an Occupancy Agreement for their premises at the Shopping Center ("Premises"). Contractor has entered into this Agreement to induce Occupants to retain Contractor to perform certain work at the Premises.

Contractor hereby agrees to INDEMNIFY, SAVE & HOLD HARMLESS Occupants and to INDEMNIFY, SAVE & HOLD HARMLESS, Dania Live 1748 II LLC, a Delaware limited liability company and Kimco Realty Corporation, (hereinafter collectively referred to as "Owner"), its respective agents and employees, assigns, and architects of and from all liabilities, claims, losses, damages, injury, causes of actions and suits of whatever nature for personal injury, including death, and for property damage, arising out of or alleged to arise out of, or any conditions of, the work performed under this Construction Contract, whether by Contractor or by any sub-contractor, and whether any claim, cause of action, or suit is asserted against Owner or its agents and employees, assigns, and architects, or Contractor, severally, jointly, or jointly and severally. Contractor hereby agrees to INDEMNIFY, SAVE & HOLD HARMLESS Owner, its agents and employees, assigns, and architects of and from any and all costs of any nature, including without limitation investigation, adjustment, attorney's fees, expert's fees, court costs, administrative costs, and other items of expense arising out of any claim, cause of action or suit of the kind and nature herein set forth.

Neither Contractor nor any sub-contractor shall file any mechanic's, materialmen's, or other liens either against the Premises or the Shopping Center from any work, labor, services or materials supplied or performed by Contractor or by any sub-contractor. Contractor hereby agrees to INDEMNIFY, SAVE & HOLD HARMLESS Owner, its agents and employees, assigns, and architects of and from any and all costs of any nature, including without limitation investigation, adjustment, attorney's fees, expert's fees, court costs, administrative costs, and other items of expense arising out of any mechanic's, materialmen's, or other liens filed against the either against the Premises or the Shopping Center by Contractor or by any sub-contractor.

Contractor hereby agrees that it will obtain Comprehensive General Liability insurance including Blanket Contractual Liability with minimum amount of \$3,000,000.00 Combined Single Limit for bodily injury and property damage. Additionally, Contractor must also obtain Workers Compensation and Occupational Disease insurance with statutory limits and form as required by the State in which the work is to be performed, and Employer's Liability with a limit of not less than \$1,000,000.00 for all damage.

Certificates for all insurance will be submitted to Owner before commencement of any work. The Certificates must indicate that the "HOLD HARMLESS AGREEMENT" contractual indemnity as set forth in this agreement is insured. Owner must be named as an additional insured and the policy must provide that no less than 15 days' advance written notice will be given to both the party to whom such Certificates are issued and the additional insured in the event of cancellation of the policies or a reduction in the limits of liabilities set forth above.

DANIA POINTE SUBSTATION
DRAFT JULY 10, 2020

At Owner's request, Contractor will immediately furnish Owner with a true and complete copy of any insurance policy Owner wants to renew. No invoices for payments will be honored unless such Certificates of Insurance (or the policy, if requested) had been filed timely with Owner at 500 North Broadway, Suite 201, Jericho, New York 11753.

Contractor acknowledges that Owner did not retain Contractor to perform any work at the Shopping Center and agrees that Contractor will not look to Owner for any compensation whatsoever for any work it performs at the Shopping Center.

IN WITNESS HEREOF, this Contractor has executed this Agreement as of this ____ day of ____, 2020

CONTRACTOR:

By: _____
Name:
Title:

EXHIBIT C

NOTICE OF AGREEMENT TERM DATES

This Notice of Agreement Term Dates (this "Notice") is executed this ____ of July 2020 at Dania Beach, Florida by and between **Dania Live 1748 II LLC**, a Delaware limited liability company (the "Owner"), the **City of Dania Beach, Florida**, a Florida municipal corporation existing pursuant to Florida Statutes Chapter 165 (the "City") and the **Broward Sheriff's Office** ("BSO" and , together with the City, the "Occupants"). The Occupants and the Owner shall be referred to as the "Parties" and each a "Party").

The Parties entered into an Occupancy Agreement for premises located at the Dania Point Shopping Center, Phase II, dated _____, 2020 (the "Agreement").

Article 4 of the Agreement provides for execution of this Notice upon determination of the Delivery Date of the Premises.

The parties hereby confirm that Owner delivered the Premises to Occupants and Occupants accepted possession of the Premises on _____, 2020.

The Expiration Date of the Occupancy Agreement is October 14, 2025. The Expiration Date subsequently may be extended by agreement of Owner and Occupants.

IN WITNESS WHEREOF, the parties hereto have executed this Notice under their respective hands as of the day and year first above written.

WITNESSES TO OWNER:

OWNER:

DANIA LIVE 1748 II, LLC,
a Delaware limited liability company
By: Dania Live JV, LLC, a Delaware limited liability
company, its sole member
By: Kim Dania Manager, LLC, a Delaware limited
liability company, its manager
By: Kimco PL Retail, Inc., a Delaware corporation,
its sole member

By: _____
Name:
Title:
Date:

DANIA POINTE SUBSTATION
DRAFT JULY 10, 2020

ATTEST:

CITY OF DANIA BEACH, FLORIDA:

Tom Schneider, City Clerk

By: _____
Lori Lewellen, Mayor

Date

(*CITY SEAL*):

CITY:

By: _____
Name: Ana M. Garcia
Title: City Manager
Date:

DANIA POINTE SUBSTATION
DRAFT JULY 10, 2020

WITNESSES TO BSO:

BROWARD SHERIFF'S OFFICE:

By: _____
Gregory Tony, Sheriff of Broward County, Florida

Date: _

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY, SUBJECT TO EXECUTION
BY THE PARTIES:

Terrence Lynch, General Counsel

EXHIBIT D
ESTOPPEL LETTER

[Name of Addressee]

[Address of Addressee]

RE: Premises at Dania Pointe Shopping Center, Phase II, Space O-102, 140 South Compass Way,
Dania Beach, Florida (the "Premises")

Ladies and Gentlemen:

I am the _____ [title] of Dania Beach, Florida (the "City"). I am empowered to confirm the following on behalf of the City and the Broward Sheriff's Office (the "BSO"), as of the date of this Estoppel Letter:

43. The City and the BSO are the "Occupants" under that Occupancy Agreement between Dania Live 1748 II, LLC (the "Owner") and the City and BSO dated _____, 2020 (the "Occupancy Agreement"). Occupants accepted possession of the Premises on _____, 2020. There have been no subsequent changes or amendments to the Occupancy Agreement, except the following:_____.
44. The Occupants currently are in possession of the Premises pursuant to the terms of the Occupancy Agreement.
45. The Occupancy Agreement does not provide for the payment of rent or the posting of a security deposit.
46. The Occupancy Agreement provides for the payment of expenses ("Expense Charges"). All such Expense Charges have been paid in full or have been unpaid for no more than thirty-five (35) calendar days and Occupants claim no offsets against such Expense Charges.
47. There are no known defaults by the Owner or by the Occupants under the Occupancy Agreement.
48. The Expiration Date of the Occupancy Agreement is October 25, 2025.

I hereby so certify.

DATED this _____ day of _____ 2020.

City of Dania Beach, Florida

By:_____

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 OF DANIA BEACH, FLORIDA ACCEPTING UTILITY EASEMENTS ON BEHALF OF THE CITY OF DANIA LIVE 1748, LLC A DELAWARE LIMITED LIABILITY COMPANY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Purchasing Requests ONLY

Dept:

Acct #:

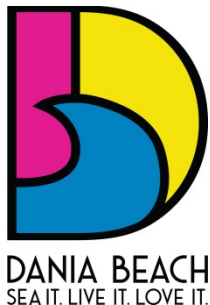
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-DANIAPOINTE-1748-Easement-072820, R-2020- Dania Live 1748 Accepting Dania Pointe Utility Easements, EXHIBIT A and B, EXHIBIT C EASEMENT KEY PHASE II



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: July 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

RE: Dania Point Easement (Water and Sewer)

Request

The City administration is requesting the City Commission to adopt a resolution authorizing acceptance of an easement for water and wastewater at the Dania Pointe Phase II.

Background

Dania Pointe, as the Grantor, has agreed to grant to the City of Dania Beach, as the Grantee, an easement in, over, upon, across and through certain portions of the Dania Pointe Parcel. This sections of the land are more particularly described as Utility Easement, copies of which are attached and made part of Resolution No. 2020-000 (the "Utility Easements"), which easements shall be recorded in the Public Records of Broward County, Florida.

The Grantor hereby grants unto the Grantee, its successors and assigns, forever, a perpetual nonexclusive utility easement for water and wastewater infrastructure access purposes and for any other utility purposes that the Grantee may deem necessary. This grants unto said Grantee full and free right and authority to install, construct, operate, maintain, repair, replace and reconstruct said utilities as Grantee may deem necessary over, across, through, in and under that certain parcel of land described in the attached legal description and sketch.

Budgetary Impact

There is no financial impact to the City of Dania Beach for accepting the easement.

Recommendation

City administration recommends adopting a resolution authorizing the acceptance of the easement for public purposes, as described in the aforementioned easements.

RESOLUTION NO. 2020-075

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ACCEPTING UTILITY EASEMENTS ON BEHALF OF THE CITY FROM DANIA LIVE 1748, LLC, A DELAWARE LIMITED LIABILITY COMPANY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Dania Live 1748, LLC (“Grantor”) is the fee simple owner of certain real property located in Broward County, Florida, more particularly described in Exhibit “A”, attached and made a part of this Resolution (the “Dania Pointe Parcel”); and

WHEREAS, Grantor has agreed to grant the City of Dania Beach, a Florida municipal corporation (“City”), easements in, over, upon, across and through a certain portion of the Dania Pointe Parcel, as more particularly described in Exhibit “B”, a copy of which is attached and made a part of this Resolution (“Utility Easements”), which Utility Easements shall be recorded in the Public Records of Broward County, Florida, and

WHEREAS, the Utility Easements provide certain rights to the City and place certain restrictions on the Grantor;

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 part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission approves and accepts the Utility Easements from the Grantor to be used for water and wastewater purposes, and for other utility purposes described in them.

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 July 28, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

This instrument was prepared by
and return recorded copy to:

Mark J. Lynn, Esq.
Greenspoon Marder LLP
200 E. Broward Blvd.
Suite 1800
Fort Lauderdale, FL 33301

Folio Number _____

EASEMENT AGREEMENT
(Water, Wastewater, and General Utilities)

THIS EASEMENT AGREEMENT ("Agreement") is made on July 14, 2020 by **DANIA LIVE 1748, LLC**, a Delaware limited liability company ("**Grantor**") whose mailing address is 500 North Broadway, Suite 201, Jericho, New York 11753, in favor of **CITY OF DANIA BEACH**, a Florida municipal corporation ("**City**") whose mailing address is 100 W. Dania Beach Boulevard, Dania Beach, Florida 33004.

RECITALS:

Grantor is the owner of certain real property located in Broward County, Florida as more particularly described on **Exhibit "A"** ("**Property**").

Grantor has previously installed potable water, sanitary sewer, and wastewater drainage infrastructure on the Property ("**Infrastructure**"), ownership of which will be transferred to City, in whole or in part.

In order for City to construct, install, inspect, maintain, repair, replace, remove, and operate the Infrastructure, City needs to acquire a permanent, non-exclusive utility easement, and rights of ingress, egress and access under, over, upon, and across the Property.

Grantor has full power and authority to enter into this Agreement and to grant an easement to the City over that real property located in the City, more particularly described on **Exhibit "B"**, attached hereto and incorporated herein ("**Easement Area**").

Grantor is willing to grant to the City an easement under, over, across and through a portion of the Property for the purpose of constructing, installing, inspecting, maintaining, repairing, replacing, removing, and operating the Infrastructure, together with rights of ingress and egress, subject to the terms and conditions of this Agreement.

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

1. **Recitals.** The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Easement as if fully set forth herein.

2. **Grant of Easement.** Grantor hereby grants and conveys to City and its employees, agents, contractors, successors and assigns, a perpetual non-exclusive easement ("**Easement**") over, upon,

across, and under the Easement Area for the purpose of constructing, installing, inspecting, maintaining, repairing, replacing, removing, and operating the Infrastructure, as well as for ingress and egress, with full right and authority to enter upon and excavate the Easement Area in order to construct, install, inspect, maintain, repair, replace, remove, and operate the Infrastructure as the City may, in its sole discretion, determine. Grantor also grants City a license to temporarily locate its equipment on any portion of the Property mutually agreed upon by Grantor and City adjoining the Easement Area as may be necessary to perform the foregoing.

3. **Improvements and Restoration.** In the event City exercises its rights as set forth in Section 2 hereof, City shall, subject to the work described in Section 2, restore the Property and any improvements thereon to their prior existing condition at no cost or expense to Grantor unless such restoration is required due to the acts or omissions of Grantor. In exercising its rights hereunder, City shall use reasonable efforts to minimize any impacts to Grantor's ongoing activities on the Property. At no time will the City's activities on the Property interfere with ingress or egress to and from the Property by patrons, employees and invitees.

4. **Representations.** Grantor represents to the City that (a) Grantor has full power and authority to enter into this Agreement and to grant the Easement to City; and (b) all company approvals, authorizations and consents required for the execution and delivery of this Agreement by the Grantor have been obtained.

5. **Covenants Running with the Land.** This Agreement and the Easement hereby granted will run with the land and will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6. **Attorneys' Fees.** In the event a party institutes any legal action or proceedings for the enforcement of any right or obligation herein contained, the prevailing party will be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

7. **Amendment or Termination.** This Agreement may be amended, modified or terminated only by a written instrument signed by both parties or their respective successors and assigns, which instrument will only become effective when recorded in the Public Records of Broward County, Florida.

8. **Governing Laws.** The laws of the State of Florida shall govern the interpretation, validity, performance and enforcement of this Easement. Venue for any action brought hereunder shall be brought exclusively in Broward County, Florida.

9. **Successors and Assigns.** This Agreement will be binding upon the successors and assigns of Grantor and the City.

[Remainder of page intentionally left blank]

EXHIBIT "A"

PROPERTY

EXHIBIT "A"



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

4341 S.W. 62nd Avenue
Davie, Florida 33314

Tel. (954) 585-0997

Fax (954) 585-3927

EXHIBIT "A"

LEGAL DESCRIPTION OF DANIA POINTE PHASE II PARCEL CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF PARCEL A, DANIA POINTE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST;

THENCE N.01°41'47"W., ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER (S.E. 1/4), A DISTANCE OF 874.05 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE CONTINUE N.01°41'47"W., A DISTANCE OF 220.75 FEET TO A POINT ON THE MOST WESTERLY SOUTH LINE OF SAID PARCEL A;

THENCE S.88°18'13"W., ALONG SAID MOST WESTERLY SOUTH LINE, A DISTANCE OF 513.30 FEET TO THE MOST WESTERLY SOUTHWEST CORNER OF SAID PARCEL A, SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE WEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.89°43'55"E.;

THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A CENTRAL ANGLE OF 04°00'14" AND A RADIUS OF 5,929.65 FEET, FOR AN ARC DISTANCE OF 414.38 FEET, TO A POINT OF TANGENCY;

THENCE N.04°16'19"W., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 1,158.32 FEET TO THE MOST WESTERLY NORTHWEST CORNER OF SAID PARCEL A, LAST MENTIONED TWO COURSES BEING COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID INTERSTATE 95 (S.R. 9) AND THE WEST LINE OF SAID PARCEL A;

THENCE N.87°26'02"E., ALONG THE MOST WESTERLY NORTH LINE OF SAID PARCEL A AND THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 33, A DISTANCE OF 569.57 FEET TO THE NORTHEAST CORNER OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4);

THENCE N.01°41'47"W., ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 33, A DISTANCE OF 295.03 FEET TO THE MOST NORTHERLY NORTHWEST CORNER OF SAID PARCEL A;

THENCE N.87°26'02"E., ALONG THE NORTH LINE OF SAID PARCEL A, A DISTANCE OF 1,303.07 FEET TO THE NORTHEAST CORNER OF SAID PARCEL A;

THENCE S.01°44'04"E., A DISTANCE OF 295.03 FEET;

THENCE S.01°29'36"E., A DISTANCE OF 245.05 FEET;

THENCE S.88°30'24"W., A DISTANCE OF 2.00 FEET;

THENCE S.01°29'36"E., A DISTANCE OF 40.00 FEET;

THENCE N.88°30'24"E., A DISTANCE OF 2.00 FEET;

THENCE S.01°29'36"E., A DISTANCE OF 541.96 FEET;

THENCE N.88°30'24"E., A DISTANCE OF 6.00 FEET;

THENCE S.01°29'36"E., A DISTANCE OF 484.63 FEET, LAST MENTIONED 8 COURSES BEING COINCIDENT WITH THE EAST LINE OF SAID PARCEL A AND THE WEST RIGHT-OF-WAY LINE OF BRYAN ROAD;

THENCE S.88°30'24"W., A DISTANCE OF 117.42 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTH;

THENCE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 08°03'05" AND A RADIUS OF 214.00 FEET, FOR AN ARC DISTANCE OF 30.07 FEET TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTH;

FILE: C:\Users\damian\appdata\local\temp\AcPublish_6900\14-8058 Dania Pointe Phase II Parcel.dwg

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY
1. REVISED SKETCH & DESCRIPTION	2/2/18	DRL

DATE: Feb 06, 2018

RICHARD G. CRAWFORD Jr.

PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 - STATE OF FLORIDA

THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC.
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DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
4/19/16	DRL	RGC	N/A

SEAL

NOT VALID UNLESS
SEALED HERE WITH
AN EMBOSSED
SURVEYOR'S SEAL

SHEET 1 OF 9

SKETCH NO.
14-8058 PH2-P

4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

EXHIBIT "A"

**LEGAL DESCRIPTION OF
DANIA POINTE PHASE II PARCEL
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA**

LEGAL DESCRIPTION: (CONTINUED)

THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A CENTRAL ANGLE OF $09^{\circ}06'16''$ AND A RADIUS OF 286.00 FEET FOR AN ARC DISTANCE OF 45.45 FEET TO A POINT OF TANGENCY;

THENCE $S.87^{\circ}27'12''W.$, ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 1,068.81 FEET;

THENCE $S.02^{\circ}32'48''E.$, AT RIGHT ANGLES TO THE PREVIOUS MENTIONED COURSE, A DISTANCE OF 147.88 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE WEST;

THENCE SOUTHERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO, THE RIGHT, HAVING A CENTRAL ANGLE OF $04^{\circ}34'44''$ AND A RADIUS OF 1,200.00 FEET FOR AN ARC DISTANCE OF 95.90 FEET TO A POINT OF COMPOUND CURVATURE OF A TANGENT CURVE CONCAVE TO THE WEST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF $11^{\circ}38'16''$ AND A RADIUS OF 1,275.00 FEET FOR AN ARC DISTANCE OF 258.98 FEET TO A POINT ON A NON-TANGENT LINE AND THE POINT OF BEGINNING.

SAID LAND SITUATE WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 67.60 ACRES, (2,944,537 SQUARE FEET), MORE OR LESS.

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE BEARINGS SHOWN HEREON ARE BASED ON $N.87^{\circ}34'11''E.$, ALONG THE SOUTH LINE SOUTHEAST ONE-QUARTER (S.E.1/4), SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST AS SHOWN ON THE PLAT OF DANIA POINTE, RECORDED IN PLAT BOOK 183, PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
6. SEE SHEETS 3 THRU 9 OF 9 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

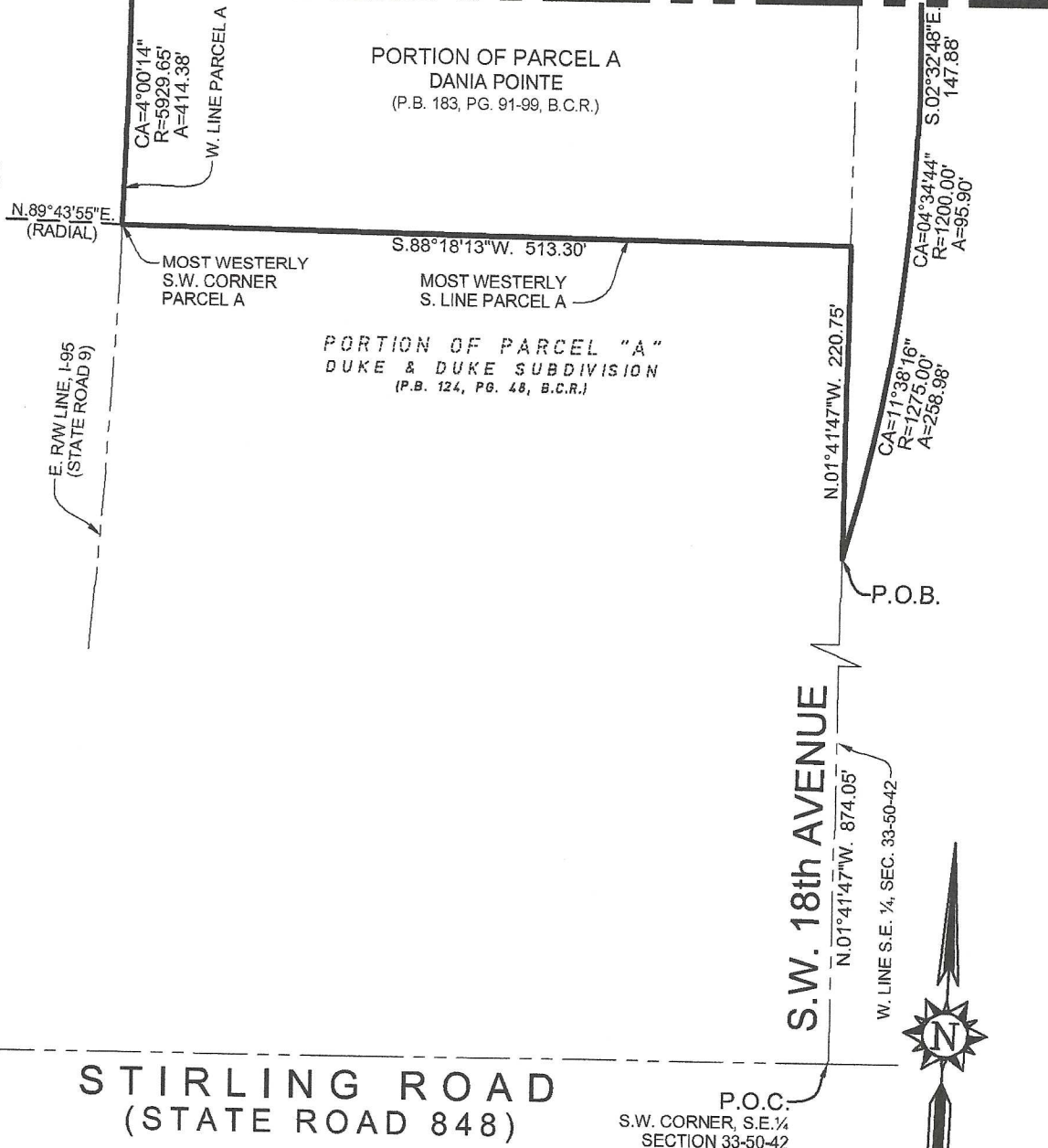
Tel. (954) 585-0997

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EXHIBIT "A"
SKETCH OF DESCRIPTION
DANIA POINTE PHASE II PARCEL
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

MATCH LINE (SEE SHEET 4 OF 9)

INTERSTATE I-95 (S.R. 9)
F.D.O.T. R/W MAP SECTION 86070-2403



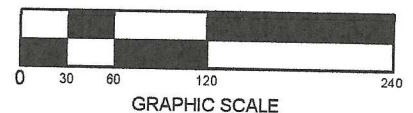
LEGEND:

P.B.	PLAT BOOK
PG.	PAGE
B.C.R.	BROWARD COUNTY RECORDS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
CA=	CENTRAL ANGLE
R=	RADIUS
A=	ARC DISTANCE
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
R/W	RIGHT-OF-WAY
CL	CENTERLINE
— —	BREAK IN LINE SCALE

NOTE:

SEE SHEETS 1 AND 2 OF 9 FOR THE LEGAL DESCRIPTION OF THE PROPERTY SHOWN GRAPHICALLY HEREON.

SCALE: 1" = 120'



SHEET 3 OF 9

SKETCH NO.
14-8058 PH2-P

4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

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EXHIBIT "A"

**SKETCH OF DESCRIPTION
DANIA POINTE PHASE II PARCEL
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA**



INTERSTATE I-95 (S.R. 9)

F.D.O.T. RW MAP SECTION 86070-2403

E. R/W LINE I-95
(STATE ROAD 9)

N. 04°16'19"W. 1158.32'

W. LINE PARCEL A

CA=4°00'14"
R=5929.65' A=414.38'

PORTION OF PARCEL A
DANIA POINTE
(P.B. 183, PG. 91-99, B.C.R.)

LEGEND:

P.B.	PLAT BOOK
PG.	PAGE
B.C.R.	BROWARD COUNTY RECORDS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
CA=	CENTRAL ANGLE
R=	RADIUS
A=	ARC DISTANCE
F.D.Q.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
R/W	RIGHT-OF-WAY
CL	CENTERLINE
— —	BREAK IN LINE SCALE

E. LINE S.W. ¼, SECTION 33-50-42

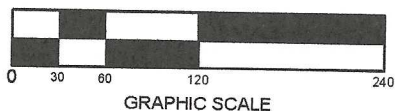
W. LINE S.E. ¼, SECTION 33-50-42

MATCH LINE (SEE SHEET 9 OF 9)

S. 87°27'12"W.
1068.81'

S. 02°32'48"E.
147.88'

SCALE: 1" = 120'



MATCH LINE (SEE SHEET 3 OF 9)

NOTE:
SEE SHEETS 1 AND 2 OF 9 FOR THE LEGAL
DESCRIPTION OF THE PROPERTY SHOWN
GRAPHICALLY HEREON.

SHEET 4 OF 9

SKETCH NO.
14-8058 PH2-P

4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

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EXHIBIT "A"
SKETCH OF DESCRIPTION
DANIA POINTE PHASE II PARCEL
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA



INTERSTATE I-95 (S.R. 9)

F.D.O.T. RW MAP SECTION 86070-2403

E. RW LINE, I-95
(STATE ROAD 9)

N.04°16'19"W. 1158.32'

W. LINE PARCEL A

MOST WESTERLY
N.W. CORNER
PARCEL A

PARCEL "A"
"DESIGN CENTER OF AMERICAS"
(P.B. 119, PG. 32, B.C.R.)

N. LINE S.W. ¼, SECTION 33-50-42

N.87°26'02"E. 569.57'

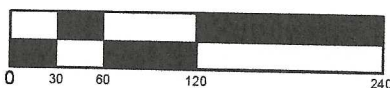
MOST WESTERLY
N. LINE PARCEL A

PORTION OF PARCEL A
DANIA POINTE
(P.B. 183, PG. 91-99, B.C.R.)

LEGEND:

P.B.	PLAT BOOK
PG.	PAGE
B.C.R.	BROWARD COUNTY RECORDS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
CA=	CENTRAL ANGLE
R=	RADIUS
A=	ARC DISTANCE
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
R/W	RIGHT-OF-WAY
⊕	CENTERLINE
— —	BREAK IN LINE SCALE

SCALE: 1" = 120'



GRAPHIC SCALE

MATCH LINE (SEE SHEET 4 OF 9)

N.87°26'02"E.
1303.07'

MOST NORTHERLY
N.W. CORNER
PARCEL A

W. LINE N.E. ¼,
SECTION 33-50-42

N.01°41'47"W. 295.03'

N.E. CORNER, S.W. ¼
SECTION 33-50-42

E. LINE S.W. ¼, SECTION 33-50-42

W. LINE S.E. ¼, SECTION 33-50-42

MATCH LINE (SEE SHEET 6 OF 9)

NOTE:
SEE SHEETS 1 AND 2 OF 9 FOR THE LEGAL
DESCRIPTION OF THE PROPERTY SHOWN
GRAPHICALLY HEREON.

SHEET 5 OF 9

SKETCH NO.
14-8058 PH2-P

4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

EXHIBIT "A"

**SKETCH OF DESCRIPTION
DANIA POINTE PHASE II PARCEL
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA**

PORTION OF TRACT A
RE-AMENDED PLAT OF HOLLYWOOD PALMS
(P.B. 38, PG. 46, B.C.R.)

N.87°26'02"E. 1303.07'

N. LINE PARCEL A

295'

295'

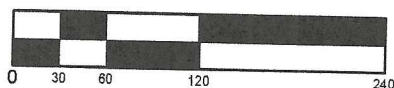
N. LINE S.E. ¼, SEC. 33-50-42

PORTION OF PARCEL A
DANIA POINTE
(P.B. 183, PG. 91-99, B.C.R.)

LEGEND:

P.B. PLAT BOOK
PG. PAGE
B.C.R. BROWARD COUNTY RECORDS
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
CA= CENTRAL ANGLE
R= RADIUS
A= ARC DISTANCE
F.D.O.T. FLORIDA DEPARTMENT
OF TRANSPORTATION
R/W RIGHT-OF-WAY
CL CENTERLINE
—|— BREAK IN LINE SCALE

SCALE: 1" = 120'



GRAPHIC SCALE

MATCH LINE (SEE SHEET 9 OF 9)

NOTE:
SEE SHEETS 1 AND 2 OF 9 FOR THE LEGAL
DESCRIPTION OF THE PROPERTY SHOWN
GRAPHICALLY HEREON.

SHEET 6 OF 9

SKETCH NO.
14-8058 PH2-P

4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997

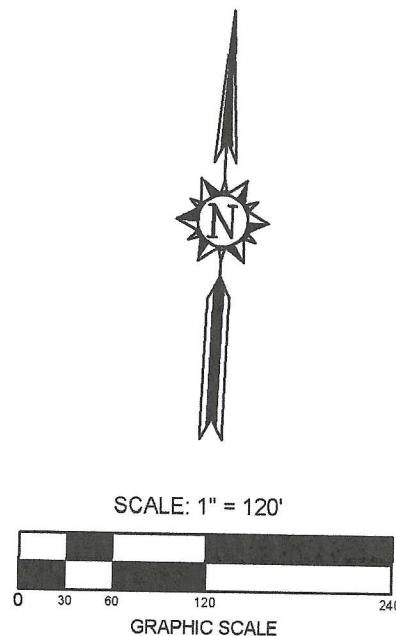
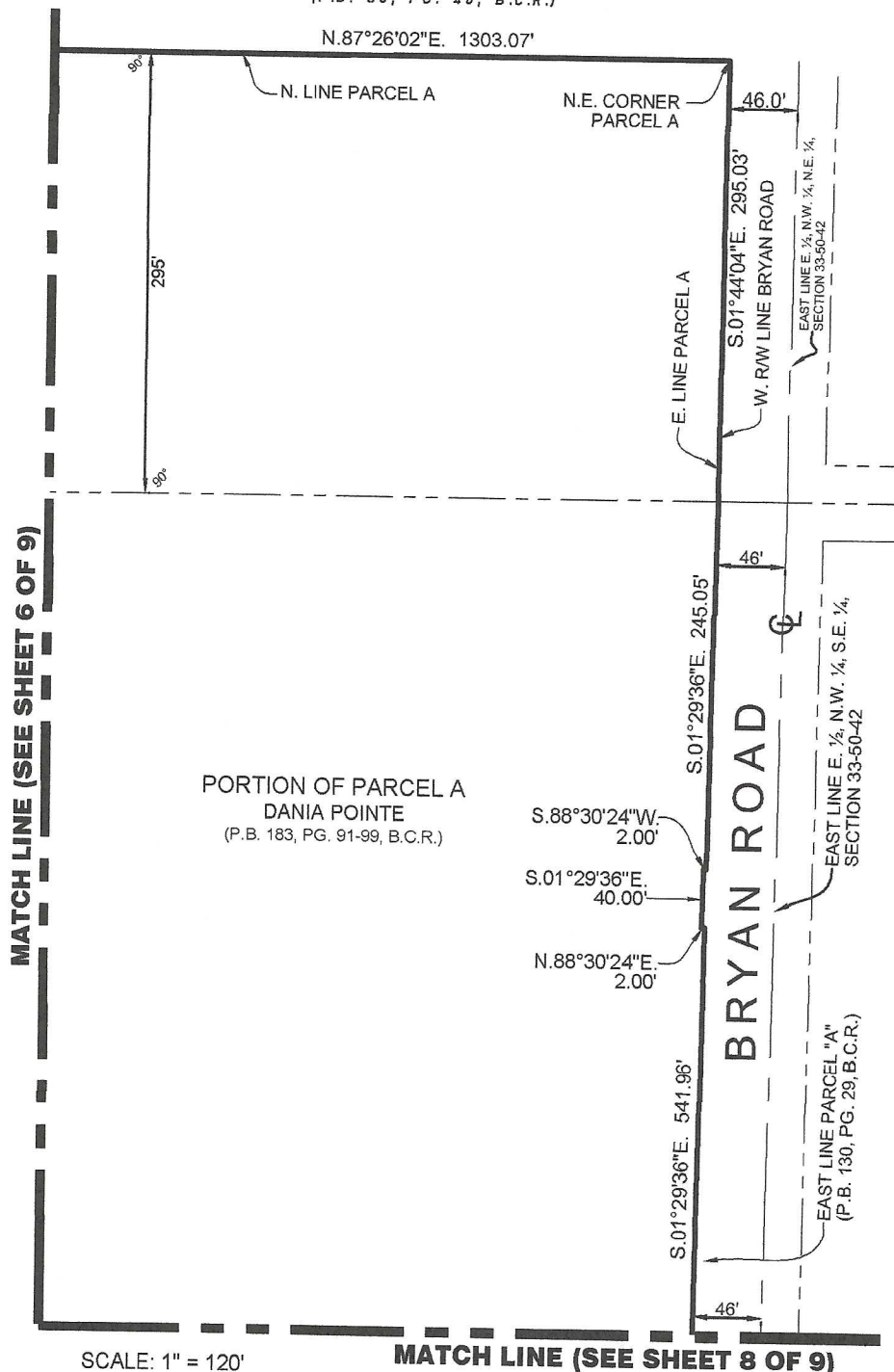
Fax (954) 585-3927

EXHIBIT "A"
SKETCH OF DESCRIPTION
DANIA POINTE PHASE II PARCEL
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

PORTION OF TRACT A
RE-AMENDED PLAT OF HOLLYWOOD PALMS
(P.B. 36, PG. 48, B.C.R.)

LEGEND:

P.B.	PLAT BOOK
PG.	PAGE
B.C.R.	BROWARD COUNTY RECORDS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
CA=	CENTRAL ANGLE
R=	RADIUS
A=	ARC DISTANCE
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
R/W	RIGHT-OF-WAY
CL	CENTERLINE
	BREAK IN LINE SCALE



NOTE:
SEE SHEETS 1 AND 2 OF 9 FOR THE LEGAL
DESCRIPTION OF THE PROPERTY SHOWN
GRAPHICALLY HEREON.

SHEET 7 OF 9

SKETCH NO.
14-8058 PH2-P

4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

EXHIBIT "A"
SKETCH OF DESCRIPTION
DANIA POINTE PHASE II PARCEL
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

MATCH LINE (SEE SHEET 7 OF 9)

MATCH LINE (SEE SHEET 9 OF 9)

PORTION OF PARCEL A
DANIA POINTE
(P.B. 183, PG. 91-99, B.C.R.)

CA=09°06'16"
R=286.00'
A=45.45'

CA=08°03'05"
R=214.00'
A=30.07'

S.87°27'12"W. 1068.81'

S.88°30'24"W.
117.42'

REMAINDER OF PARCEL "A"
DANIA POINTE
(P.B. 183, PG. 91-99, B.C.R.)

S.01°29'36"E. 541.96'

N.88°30'24"E.
6.00'

E. LINE PARCEL A

S.01°29'36"E. 484.63'

W. R/W LINE BRYAN ROAD

BRYAN ROAD

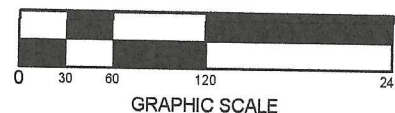
EAST LINE E. 1/4, N.W. 1/4, S.E. 1/4,
SECTION 33-50-42

LEGEND:

P.B.	PLAT BOOK
PG.	PAGE
B.C.R.	BROWARD COUNTY RECORDS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
CA=	CENTRAL ANGLE
R=	RADIUS
A=	ARC DISTANCE
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
R/W	RIGHT-OF-WAY
CL	CENTERLINE
— —	BREAK IN LINE SCALE



SCALE: 1" = 120'



NOTE:
SEE SHEETS 1 THRU 3 OF 15 FOR THE
LEGAL DESCRIPTION OF THE PROPERTY
SHOWN GRAPHICALLY HEREON.

SHEET 8 OF 9

SKETCH NO.
14-8058 PH2-P

4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

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EXHIBIT "A"

SKETCH OF DESCRIPTION
DANIA POINTE PHASE II PARCEL
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

MATCH LINE (SEE SHEET 6 OF 9)



MATCH LINE (SEE SHEET 4 OF 9)

PORTION OF PARCEL A
DANIA POINTE
(P.B. 183, PG. 91-99, B.C.R.)

LEGEND:

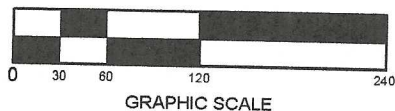
P.B.	PLAT BOOK
PG.	PAGE
B.C.R.	BROWARD COUNTY RECORDS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
CA=	CENTRAL ANGLE
R=	RADIUS
A=	ARC DISTANCE
F.D.Q.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
R/W	RIGHT-OF-WAY
CL	CENTERLINE
— —	BREAK IN LINE SCALE

MATCH LINE (SEE SHEET 8 OF 9)

S.87°27'12"W. 1068.81'

REMAINDER OF PARCEL "A"
DANIA POINTE
(P.B. 183, PG. 91-99, B.C.R.)

SCALE: 1" = 120'



NOTE:
SEE SHEETS 1 THRU 3 OF 15 FOR THE
LEGAL DESCRIPTION OF THE PROPERTY
SHOWN GRAPHICALLY HEREON.

SHEET 9 OF 9

SKETCH NO.
14-8058 PH2-P

EXHIBIT "B"
EASEMENT AREA

EXHIBIT "B"

4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

EXHIBIT "A"
LEGAL DESCRIPTION OF
PHASE II LIFT STATION
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING SITUATE WITHIN THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BEING A PORTION OF PARCEL A, DANIA POINTE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER (N.W., 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33, AS SHOWN ON SAID PLAT;

THENCE S.87°26'02"W., ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER (N.W., 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33, A DISTANCE OF 46.01 FEET, TO A POINT ON THE EAST LINE OF SAID PARCEL A, SAID POINT ALSO BEING IDENTIFIED AS COORDINATE POINT NUMBER 109 ON SAID PLAT;

THENCE CONTINUE S.87°26'02"W. ALONG SAID NORTH LINE, A DISTANCE OF 576.00 FEET,

THENCE S.02°32'48"E. A DISTANCE OF 33.10 FEET TO THE POINT OF BEGINNING.

THENCE S.02°32'48"E. A DISTANCE OF 40.00 FEET;

THENCE S.87°27'12"W. A DISTANCE OF 60.00 FEET;

THENCE N.02°32'48"W. A DISTANCE OF 40.00 FEET;

THENCE N.87°27'12"E. A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING;

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 2,400 SQUARE FEET, MORE OR LESS.

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE BEARINGS SHOWN HEREON ARE BASED ON N.87°26'02"E., ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER (N.W., 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST AS SHOWN ON THE PLAT OF DANIA POINTE, RECORDED IN PLAT BOOK 183, PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
6. SEE SHEET 2 OF 2 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

FILE: C:\Users\daniam\AppData\Local\Temp\AcPublish_6764\14-8058 Phase II Lift Sta. Easem (REVISED).dwg

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY
THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC.		
COPYRIGHT©2019		

DATE: Feb 13, 2019

RICHARD G. CRAWFORD Jr.

PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 - STATE OF FLORIDA

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
2/13/19	DRL	RGC	N/A

SEAL

NOT VALID UNLESS
SEALED HERE WITH
AN EMBOSSED
SURVEYOR'S SEAL

SHEET 1 OF 2

SKETCH NO.
14-8058 PH II LF

4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

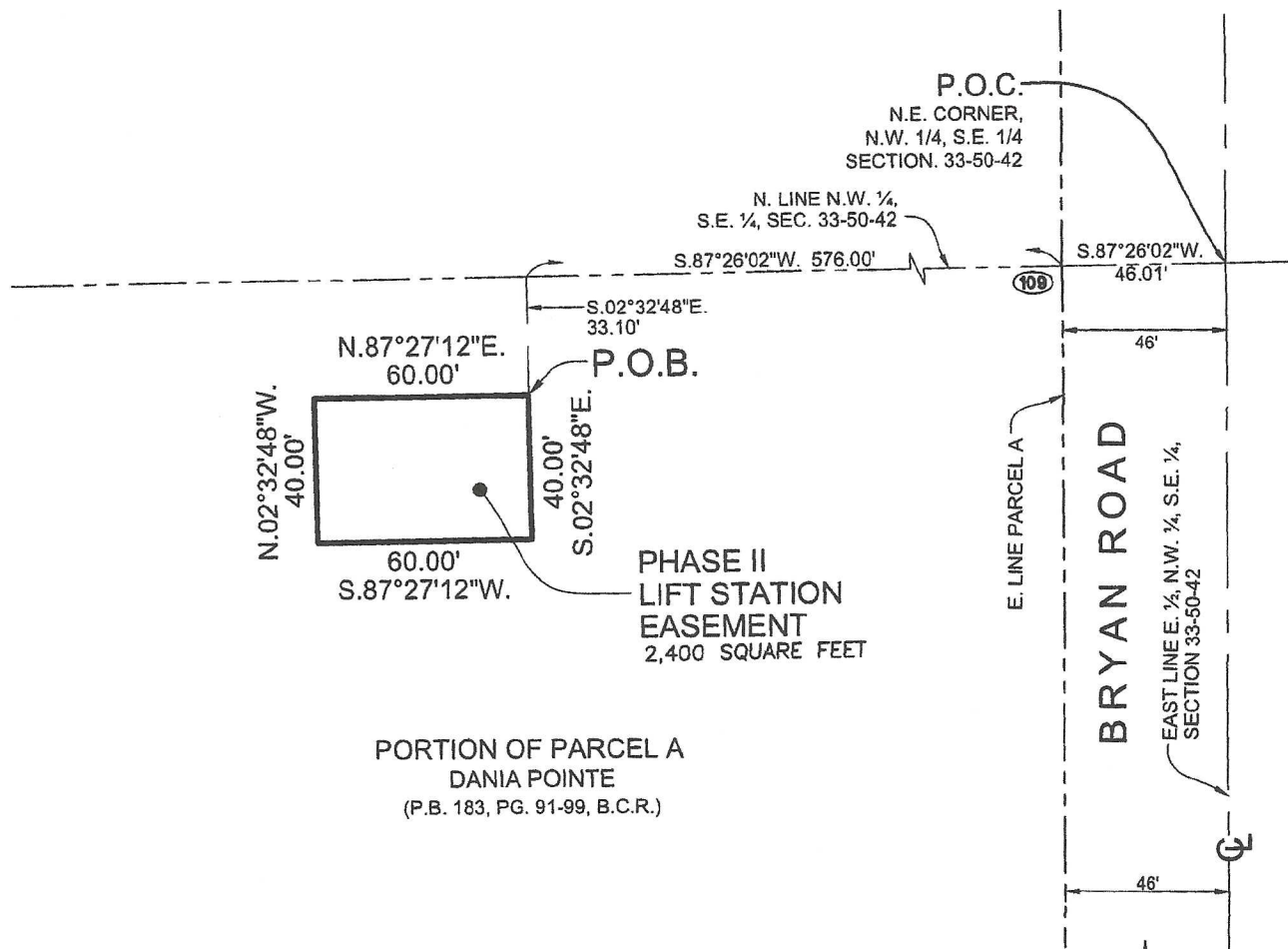
SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

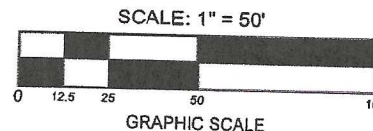
EXHIBIT "A"
SKETCH OF DESCRIPTION
PHASE II LIFT STATION
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA



LEGEND:

P.B. PLAT BOOK
PG. PAGE
B.C.R. BROWARD COUNTY RECORDS
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
C CENTERLINE
(109) COORDINATE NUMBER
— — — — — BREAK IN LINE SCALE

NOTE:
SEE SHEET 1 OF 2 FOR THE LEGAL
DESCRIPTION OF THE PROPERTY SHOWN
GRAPHICALLY HEREON.



SHEET 2 OF 2

SKETCH NO.
14-8058 PH II, LF

UTILITY EASEMENT #21

UTILITY
EASEMENT #22

UTILITY
EASEMENT #23

UTILITY—

UTILITY-
ENT #26

UTILITY-
ENT #28

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 CITY OF DANIA BEACH, FLORIDA, AUTHORIZING PAYMENT FOR SERVICES PERFORMED BY METRO EXPRESS, INC., RESULTING FROM AN INCREASE IN SERVICE ACTIVITY IN THE CITY OVER THE PAST SIX MONTHS BY AN ANNUAL AMOUNT NOT TO EXCEED FIFTY EIGHT THOUSAND NINE HUNDRED SEVENTY EIGHT DOLLARS AND SEVENTY FIVE CENTS (\$58,978.75); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Purchasing Requests ONLY

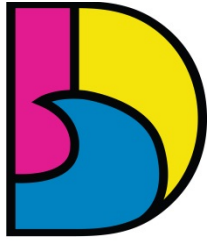
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

C-MEMO-METRO-AUTH-TO-EXCEED-\$200K-58k-072820 (003) (003), R-2020- Metro Express Authorizing Payment for Services NTE \$58,978.75, Metro Express Agreement effective 02 22 20 02 23 21, R-2020-059 Metro Express Authorization to Exceed \$200K executed



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: July 28, 2020

TO: Honorable Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director

SUBJECT: **Adoption of a Resolution Authorizing Payment for Services Performed by Metro Express, Inc. Exceeding the Previous Purchase Authorization**

Request

The Public Services Department (PSD) is requesting adoption of a resolution authorizing payment for services performed by Metro Express, Inc. exceeding the previous purchase authorization.

Background

On August 27, 2019, the City Commission adopted a resolution that renewed the agreement with Metro Express, Inc. for the installation, repair, and reconstruction of concrete and asphalt within the City road rights-of-way, under a competitive bid through the City of Miami Gardens. The agreement provided for an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) was valid through February 23, 2021.

On October 1, 2019 a purchase order (PO) was issued to Metro Express for \$200,000. On February 11, 2020 the City Commission adopted a resolution that renewed the agreement with Metro Express, Inc. through February 23, 2021; however, this action did not increase the spending authorization. In an effort to support a more aggressive roadway repair and resurfacing program in the current fiscal year as well as address emerging roadway improvement needs, the existing contract amount was exceeded. At the June 23, 2020 Commission Meeting, PSD requested and was granted authorization to exceed the PO amount by \$14,241.46.

There is \$75.00 remaining on the purchase order, and PSD is in possession of invoices totaling \$59,053.75 for work already performed by Metro Express, Inc. Therefore, the request is to approve the difference of \$58,978.75.

Budgetary impact

Funding is appropriated and available in the Streets Division account 001-39-06-541-46-60.

Recommendation

Adopt the resolution authorizing payment for services performed by Metro Express, Inc. exceeding the previous purchase authorization.

RESOLUTION NO. 2020-076

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING PAYMENT FOR SERVICES PERFORMED BY METRO EXPRESS, INC., RESULTING FROM AN INCREASE IN SERVICE ACTIVITY IN THE CITY OVER THE PAST SIX MONTHS, BY AN ANNUAL AMOUNT NOT TO EXCEED FIFTY EIGHT THOUSAND NINE HUNDRED SEVENTY EIGHT DOLLARS AND SEVENTY FIVE CENTS (\$58,978.75); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 27, 2019, the City Commission adopted a resolution that renewed the agreement with Metro Express, Inc. for the installation, repair, and reconstruction of concrete and asphalt within the City road rights-of-way, under a competitive bid through the City of Miami Gardens; and

WHEREAS, the Agreement provided for an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) and was valid through February 23, 2021; and

WHEREAS, on February 11, 2020 the City Commission adopted Resolution No. 2020-016 that renewed the Agreement with Metro Express, Inc. through February 23, 2021 without increasing the spending authorization; and

WHEREAS, in an effort to support a more aggressive roadway repair and resurfacing program in the current fiscal year as well as address emerging roadway improvement needs, the approved contract amount was exceeded by Fifty Eight Thousand Nine Hundred Seventy Eight Dollars and Seventy Five Cents (\$58,978.75); and

WHEREAS, the funding for this increase is provided in the current Public Services Department fiscal year budget within the appropriate accounts;

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 as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to make payment for services performed by Metro Express, Inc. resulting from an increase in service activity in the City over the past six months, exceeding the approved contract amount of Fifty Eight Thousand Nine Hundred Seventy Eight Dollars and Seventy Five Cents (\$58,978.75).

Section 3. That funding is appropriated and available in the Public Services Streets Division account 001-39-06-541-46-60.

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.

PASSED AND ADOPTED on July 28, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

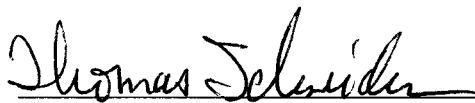
RENEWAL TO AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND METRO EXPRESS, INC., A FLORIDA CORPORATION, FOR CONSTRUCTION SERVICES FOR CONCRETE AND ASPHALT REPAIRS AND RECONSTRUCTION WITHIN CITY ROAD RIGHTS OF WAY, UNDER THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP ITB NO. 15-16-039(A).

This is a Renewal ("Renewal") to the Agreement dated January 8, 2018 ("Agreement"), which Renewal is dated February 19, 2020, 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 Metro Express, Inc., a Florida corporation ("Contractor"), with its principal mailing address of 9442 Northwest 109 Street, Medley, Florida 33178.

In consideration of the mutual covenants, terms and conditions contained in this Renewal, 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 current Agreement, and any amendment(s) to it, under the Southeast Florida Governmental Purchasing Cooperative Group ITB No. 15-16-039(A), between the Contractor and with the City of Miami Gardens as lead agency, copies of which Invitation to Bid ("ITB") and Agreement are attached as Exhibit "A", and made a part of and are incorporated into this Renewal by this reference, shall be considered a part of this Agreement between the City and the Contractor; provided, however, that if Contractor contracts with any other governmental agency in Florida and service rates are lower than those afforded to any city for these same services, then Contractor shall provide such lower rates to the City.
2. The term of this Renewal shall be effective February 24, 2020 through February 23, 2021. In addition, the City reserves the right to renew the Agreement for three (3) additional one (1) year extensions providing that both parties agree in writing that all terms, conditions and specifications remain the same, contingent upon approval by the City Manager.
3. That in all other respects, the terms of Exhibit "A" apply to this Agreement.

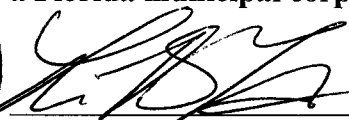
IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.



THOMAS SCHNEIDER, CMC
CITY CLERK

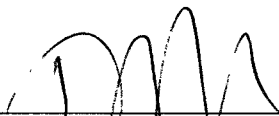


CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

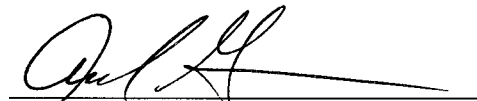


LORI LEWELLEN
MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:



THOMAS J. ANSBURO
CITY ATTORNEY



ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

[Signature]
Signature

Jois Guajardo
PRINT Name

[Signature]
Signature
Angel Fernandez
PRINT Name

CONTRACTOR:

METRO EXPRESS, INC. a Florida corporation

[Signature]
Signature

Delio A. Traveset
PRINT Name

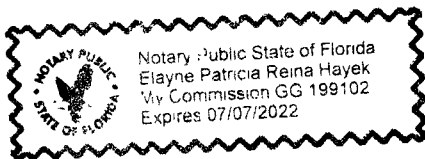
President
Title

Dated: 2/17/2020, 2020

STATE OF FLORIDA)

COUNTY OF Miami Dade)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or by ☐ online notarization, on 2/17, 2020, by Delio A. Traveset as President of Metro Express, Inc., a Florida corporation, on behalf of the corporation. (He) she is personally known to me or has produced _____ as identification.



[Signature]
Notary Public, State of Florida

Print Name

My Commission Expires:

RESOLUTION NO. 2019-258-3387

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING A ONE-YEAR RENEWAL OF ITB NO. 15-16-039(A) SIDEWALK REPLACEMENT AND INSTALLATION ANNUAL CONTRACT FOR THE BUDGETED AMOUNT, PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, part of the Citizen's Independent Transportation Trust (CITT), People's Transportation Plan – ½ Cents Transportation Tax (PTP) is to install new sidewalks compliant with the Americans with Disability Act (ADA) which the City of Miami Gardens ("City") Public Works Department does on an as needed basis., and

WHEREAS, on October 17, 2016, Invitation to Bid (ITB) No. 15-16-039(A), Sidewalk Replacements & Installation Annual Contract Rebid was solicited via BidSync, and

WHEREAS, the ITB closed on November 28, 2016 and three (3) bids were received and publicly read at that time, and

WHEREAS, City staff evaluated the bids for compliance with the specifications, and Metro Express, Inc. was deemed the lowest responsive and responsible bid, and

WHEREAS, on February 8, 2017, under Resolution Number 2017-28-3133, City Council approved the award of Invitation To Bid (ITB) No. 15-16-039(A), Sidewalk Replacements & Installation Annual Contract Rebid to Metro Express, Inc. and authorized the City Manager to issue purchase orders on an as needed basis not to exceed the allocated budget for the replacement and installation of sidewalk replacement,

WHEREAS, the current contract allows for annual renewals for a one (1) year period with an option to renew annually for four (4) one (1) year periods with this as the third (3rd) contract renewal, and

WHEREAS, Fiscal Impact Funding is available from the Transportation Fund account number 100-41-05-541- 630-15 from CITT for multiple projects, and

WHEREEAS, City Staff recommends that the City Council approves the City staff's Recommendation for the third renewal of Invitation To Bid No. 15-16-039(A), Sidewalk Replacement & Installation Annual Contract Rebid to Metro Express, Inc. and authorizes the City Manager to issue purchase orders on an as needed basis not to exceed the 2020 allocated budget for the replacement and installation of sidewalk replacement,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

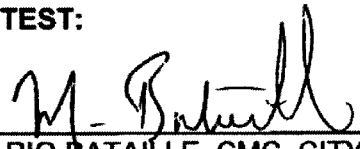
Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes a one-year renewal of ITB No. 15-16-039(A) sidewalk replacement and installation annual contract for the budgeted amount

Section 4: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON DECEMBER 11, 2019.


OLIVER GILBERT, III, MAYOR

ATTEST:


MARIO BATAILLE, CMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY
SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Moved by: COUNCILMAN WILLIAMS
Seconded by: COUNCILWOMAN ODOM

VOTE: 7-0

Mayor Oliver Gilbert, III	<u>X</u> (Yes)	____ (No)
Vice Mayor Rodney Harris	<u>X</u> (Yes)	____ (No)
Councilwoman Katrina Wilson	<u>X</u> (Yes)	____ (No)
Councilman Erhabor Ighodaro, Ph.D.	<u>X</u> (Yes)	____ (No)
Councilwoman Lillie Q. Odom	<u>X</u> (Yes)	____ (No)
Councilman Reggie Leon	<u>X</u> (Yes)	____ (No)
Councilman David Williams Jr	<u>X</u> (Yes)	____ (No)



City of Miami Gardens

Oliver Gilbert
Mayor

Rodney Harris
Vice Mayor

Erhabor Ighodaro, Ph.D.
Council Member

Reggie Leon
Council Member

Lillie Q. Odom
Council Member

David Williams, Jr.
Council Member

Katrina Wilson
Council Member

October 22, 2019

Delio Trasobares
Metro Express, Inc.
9442 NW 109th Street
Medley, FL 33178
delio@metroexpresscorp.com

NOTICE OF INTENTION TO RENEW CONTRACT

RE: ITB No. 15-16-039(A) Sidewalk Replacement and Installation

Dear Vendor,

The City Staff is recommending approving the renewal of the above referenced contract for a one (1) year term. The same terms and conditions and pricing of the current contract will be applied to the extended contract. This is the third (3rd) renewal of four (4) renewal options.

In anticipation of the renewal of the contract with Metro Express, Inc., please sign below indicating your intention and send back to my attention within two (2) business days.

The City looks forward to working with you and your company.

Cameron D. Benson
City Manager

Latora Francis
Latora Francis, Senior Procurement Officer
Office of Procurement Management

Mario Bataille, CMC
City Clerk

Sonja K. Dickens
City Attorney


Vendor Signature

Intend to renew contract until 2/8/2021

Vendor Signature

Do not intend to renew contract until 2/8/2021

**CITY OF MIAMI GARDENS
OFFICE OF PROCUREMENT MANAGEMENT
VENDOR PERFORMANCE EVALUATION**

Contract/ Agreement No. ITB No. 15-16-039(A)		Contract/Project Title Sidewalk Replacement/Installation - Annual	
Vendor/Contractor / Consultant Name Metro Express, Inc.		Phone 786-319-7647	
Award Amount Annual Contract	Change Order/Amendments No of:	Total Cost Approx 800,000.00	

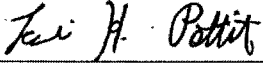
Recommended for future contracts If other than Yes, provide detailed explanation as attachment	☐ Yes ☒ No	To be completed by the Purchasing Division Numerical Score 4.5
Overall Rating		
Unsatisfactory (1.0- 1.8) Poor (1.81 - 2.59) Fair (2.60- 3.19) Good (3.20- 4.49) Excellent (4.50- 5.00)		

CITY CONTACT INFORMATION	
Print Name & Title: Leslie Pettit, Public Works City Engineer	Telephone: 954-328-8487
Email: Lpettit@miamigardens-fl.gov	Date 10/28/19

EVALUATION CRITERIA
This evaluation provides an indication of the vendors' ability to implement a practical, accurate, complete and cost conscious service/project. For each item, please provide a numerical score from 1 to 5, in accordance to the performance rating scale. Select N/A if the criteria does not apply to this evaluation. Reviewer comments must be entered for a rating of 1, 2 or 5.
THE FOLLOWING SCALE IS USED TO RANK THE LEVEL OF CONTRIBUTIONS MADE BY THE VENDOR, CONSULTANT, CONTRACTOR TO THE CONTRACT.
1 - Unsatisfactory Performance: Service/Project had multiple, significant issues which the (vendor, contractor, consultant) provided no assistance to resolve and that resulted in substantial time, poor service and cost impacts;
2 - Poor Performance: Service/Project had several issues which the (vendor contractor consultant) provided limited assistance to resolve and that resulted in significant time and cost impacts;
3- Fair Performance: Service/Project had some issues which the (vendor, contractor, consultant) pursued to resolve and that resulted in acceptable time and/or cost impacts;
4- Good Performance: Service/Project had some minor issues which the (vendor, contractor, consultant) aggressively pursued to resolve and there were minor time or cost impacts related to the contractor's performance;
5 - Excellent Performance: Service/Project had no time or cost impacts related to (vendor, contractor, consultant) performance.

	PERFORMANCE RATING SCALE (1-5)
1.) Cooperation with City staff as well as with Consultant(s)	5, Metro has quickly fixed all out of spec. sidewalks with no questions.
2.) Conformance with schedule of work progress and timeliness of completion	5, Metro installs new concrete as soon as old concrete is removed.
3.) Conformance with contract specification/drawings and other requirements listed in the contract	5, Metro install new sidewalk per ADA requirements.
4.) Quality of finished work or service and cleanup	5, Sidewalks are finished professionally.
5.) Competency of vendor superintendent, supervisors and workers	3.5, Superintendent is very good, but should improve on spoken English.
6.) Assist City staff in meeting projection/service deadlines	5, Metro provides additional crews as needed.
7.) Responsive to City staff telephone calls and request in a timely manner	5, Metro is always available and responds to City requests.
8.) Validity of claims for extra costs	5, Unit price contract, works with City in a fair manner.
9.) Quality accuracy timeliness of service, work schedule, reports, and records, etc.	5, Crews show up on time ready to work.
10.) Damage/accident/liability documentation	4
11.) Control/coordinate with City staff regarding construction or service as required in the contract.	3, Contractor can improve on the MOT during sidewalk work.
12.) Proactive participation in resolution of disputes	4
13.) Damage/accident/liability documentation	4
14.) Change Order processing (accuracy, timeliness, documentation, etc.)	N/A
15.) Did the vendor exercise adequate/effective coordination, and control of work and paperwork?	5, Yes contractor provides invoices monthly.

City staff comments: I look forward to working with Metro Express in the up coming year.

Supervisor Name: LESLIE PETTIT Signature:  APPROVED EVALUATION



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. ITB 15-16-039(A)

Description/Title: Sidewalk Replacement and Installation

Initial Contract Term: Start Date: 02/24/2017 End Date: 02/23/2018

Renewal Terms of the Contract: 4 (No. of Renewals) Renewal Options for 1 (Period of Time)

Renewal No. 1 Start Date: 02/24/2018 End Date: 02/23/2019

Renewal No. 2 Start Date: 02/24/2019 End Date: 02/23/2020

Renewal No. 3 Start Date: 02/24/2020 End Date: 02/23/2021

Renewal No. 4 Start Date: 02/24/2021 End Date: 02/23/2022

SECTION #1 VENDOR AWARD

Vendor Name: METRO EXPRESS INC.

Vendor Address: 9442 NW 109TH STREET

Contact: Delio Trasobares

Phone: (305) 885-1330 Fax: (305) 885-1327

Cell/Pager: _____ Email Address: delio@metroexpresscorp.com

Website: _____ FEIN: _____

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: 02/08/2017 Resolution/Agenda Item No.: 2017-28-3133

Insurance Required: Yes ☒ No _____

Performance Bond Required: Yes ☒ No _____

SECTION #3 LEAD AGENCY

Agency Name: City of Miami Gardens

Agency Address: 18605 NW 27th Avenue, Miami Gardens, FL 33056

Agency Contact: Latora Francis Email: lfrancis@miamigardens-fl.gov

Telephone: 305-622-8000 Fax: 305-474-1285



City of Miami Gardens

Oliver Gilbert
Mayor

February 23, 2017

Erhabor Ighodaro, Ph.D.
Vice Mayor

Metro Express, Inc.
9442 NW 109th Street
Medley, FL 33178

Lisa C. Davis
Council Member

RE: Notice of award – ITB No.15-16-039(A) Sidewalk Replacement and Installation

Rodney Harris
Council Member

NOTICE OF AWARD

Lillie Q. Odom.
Council Member

This is to confirm that the City Council at its meeting held on February 8, 2017, under Agenda Item Number K-10, accepted your proposal response on the above-referenced solicitation.

Felicia Robinson
Council Member

Please forward to my office, within ten days per specifications, the following documents:

David Williams Jr.
Council Member

1. Signed Contract (3 copies are enclosed)
2. Certificate of Insurance naming the City of Miami Gardens as an additional insured.
3. Performance and Payment Bond

A copy of this Notice with a copy of your solicitation response, including all terms and conditions, is being forwarded to the Using Agency, who will contact you regarding your contract.

Cameron D. Benson
City Manager

Thank you for your interest in doing business with the City of Miami Gardens.

Ronetta Taylor, MMC
City Clerk

Sincerely,

Sonja K. Dickens
City Attorney

Latora Francis, Procurement Officer
Office of Procurement Management

RESOLUTION NO. 2017-28-3133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDED A BID TO METRO EXPRESS, INC., FOR SIDEWALK REPLACEMENT & INSTALLATION; AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASES ORDERS ON AN AS NEEDED BASIS NOT TO EXCEED THE ALLOCATED BUDGETED AMOUNT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 17, 2016, ITB No. 15-16-039(A) was solicited via BidSync for sidewalk replacement and installation, and

WHEREAS, the ITB closed on November 28, 2016 and three (3) bids were received and publicly read at that time, and

WHEREAS, City Staff evaluated the bids for compliance with the specifications, and Metro Express, Inc., (the lowest bidder), and Providian Construction Group were deemed responsible and responsive to the requirements of the ITB, and

WHEREAS, Pioneer Construction Management Services, Inc., failed to submit mandatory documents and was deemed non-responsive to the requirements in the Invitation to Bid, and

WHEREAS, Metro Express, Inc., has provided services for the City in the past and their performance was deemed favorable by the Using Department, and

WHEREAS, Staff recommends the City Council award ITB No. 15-16-039(A), Sidewalk Replacement & Installation to Metro Express, Inc.,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

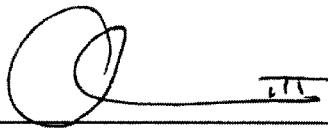
Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Resolution No. 2017-28-3133

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby awards a bid to Metro Express, Inc., for Sidewalk Replacements & Installation, and authorizes the City Manager to issue purchase orders on an as needed basis not to exceed the allocated budgeted amount.

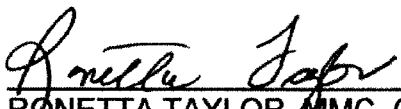
Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON February 8, 2017.



OLIVER GILBERT, III, MAYOR

ATTEST:



RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Moved by: HARRIS

Second by: DAVIS

VOTE: 7-0

Mayor Oliver Gilbert, III	☒ (Yes)	☐ (No)
Vice Mayor Erhabor Ighodaro, Ph.D.	☒ (Yes)	☐ (No)
Councilwoman Lisa C. Davis	☒ (Yes)	☐ (No)
Councilman Rodney Harris	☒ (Yes)	☐ (No)
Councilwoman Lillie Q. Odom	☒ (Yes)	☐ (No)
Councilwoman Felicia Robinson	☒ (Yes)	☐ (No)
Councilman David Williams Jr	☒ (Yes)	☐ (No)



18605 NW 27 Avenue
Miami Gardens, Florida 33056

City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	February 8, 2017		Item Type:	Resolution X	Ordinance	Other	
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading		2nd Reading	
	X		Public Hearing:	Yes	No	Yes	No
Funding Source:			Advertising Requirement:	Yes		No X	
Contract/P.O. Required:	Yes X	No	RFP/RFQ/Bid #:	ITB No. 15-16-039(A) Sidewalk Replacement and Installation Annual Contract Rebid			
Strategic Plan Related	Yes	No X	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
Sponsor Name	Cameron Benson, City Manager		Department:	Public Works Department			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA,
AWARDING A BID TO METRO EXPRESS, INC., FOR SIDEWALK REPLACEMENT &
INSTALLATION; AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASES ORDERS ON
AN AS NEEDED BASIS NOT TO EXCEED THE ALLOCATED BUDGETED AMOUNT;
PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE
DATE.

Staff Summary:

Background

The City's Public Works Department continues to install, repair and replace sidewalks throughout the City on an as needed basis. Part of the Citizen's Independent Transportation Trust (CITT), People's Transportation Plan – ½ Cents Transportation Tax (PTP) is to install new sidewalks to include the American Disability Act (ADA) required upgrades as roads are resurfaced throughout the community. In addition, the City has been receiving funds through the Florida Department of Transportation (FDOT) for the Safe Walk to School Program and Pedestrian Walking Trail Grants, which allows the installation of new sidewalks in the school's vicinity and the continuance of the City's Walking Trail Master Plan.

Current Situation

AGENDA ITEM K-10
SIDEWALK REPLACEMENT

On June 29, 2016, Invitation to Bid (ITB) No. 15-16-039, Sidewalk Replacements & Installation Annual Contract, was solicited via BidSync. The ITB closed on August 1, 2016. Three (3) bids were received. Bid submittals from Bannerman Landscaping, Inc., C & I Construction and Design, Inc., and SOFLA Landscaping, Inc., were received and publicly read.

After review of Invitation to Bid (ITB) No. 15-16-039, Sidewalk Replacements & Installation Annual Contract, City staff decided to include additional experience requirements for the vendor's qualifications and increased the amount of work expected annually, effectively changing the scope of services. The new scope of work addressed the City's sidewalk replacement needs more accurately. City staff recommended that all bids be rejected and a re-solicitation of services for sidewalk replacement and installation be advertised.

On September 28, 2016, City Council authorized the City Manager to reject all bids and resolicit a bid for the repair, replacement, and installation of sidewalks.

On October 17, 2016, Invitation to Bid (ITB) No. 15-16-039(A), Sidewalk Replacements & Installation Annual Contract Rebid was solicited via BidSync. The ITB closed on November 28, 2016. Three (3) bids were received and publicly read at that time.

The City staff evaluated the bids for compliance with the specifications. Metro Express, Inc., (the lowest bidder) and Providian Construction Group were deemed responsible and responsive to the requirements of the ITB. Pioneer Construction Management Services, Inc. failed to submit mandatory documents and was deemed non-responsive to the requirements in the Invitation to Bid.

Metro Express, Inc. has provided services for the City in the past and their performance was deemed favorable by the Using Department.

A copy of the proposal document and submittals are available at the Assistant to the Mayor and Council's Office for review.

Fiscal Impact

The FY 2017 budget provided a budget of \$300,000 for stand alone and improvement projects. Also included in the budget are three other projects that includes Sidewalks, Milling and Resurfacing at certain specific locations, therefore staff is recommending an amount of not to exceed \$600,000.

Proposed Action:

It is recommended that the City Council approve the City staff's Recommendation For Award of Invitation to Bid (ITB) No. 15-16-039(A), Sidewalk Replacement & Installation Annual Contract Rebid to Metro Express, Inc. authorizing the City Manager to issue purchase orders on an as needed basis not to exceed the allocated budget for the replacement and installation of sidewalk replacement.

Attachment:

Exhibit 1: Bid Tabulation

ITB No. 15-16-039A
 Bid Title: Sidewalk Replacement & Installation Annual Contract Rebid
 Dept.: Public Works, Engin. Division
 Purchasing Agent: Scott Shaw



Date ITB Posted: 10/17/16
 Date ITB Opened: 11/28/2016
 Bid Submittals: 3
 Declinations: 0

Item No.	Description	Unit of Measure (UOM)	Estimated Annual Quantity	Metro Express, Inc. Medley, FL		Pioneer Construction Management Services, Inc. Miami, FL		Providian Construction Group, Inc. Sunrise, FL	
				Unit Price (Price per UOM)	Total Price	Unit Price (Price per UOM)	Total Price	Unit Price (Price per UOM)	Total Price
1	Furnish all materials, labor & equipment to Remove to be saw-cut & Replace 4" thick 3000 PSI min. un-reinforced sidewalk & compact base 95% min. (includes restoration-clean fill to avoid gaps) damaged sod replaced at Contractor's expense	Square Yd.	46000	\$35.50	\$1,633,000.00	\$35.55	\$1,635,300.00	\$49.20	\$2,263,200.00
2	Furnish all materials, labor & equipment to Remove to be saw-cut & Replace 6" thick 3000 PSI min. un-reinforced sidewalk & compact base 95% min. (includes restoration-clean fill to avoid gaps) damaged sod replaced at Contractor's expense	Square Yd.	16000	\$42.75	\$684,000.00	\$44.55	\$712,800.00	\$51.60	\$825,600.00
3	Furnish all materials, labor & equipment Install New 4" thick 3000 PSI min. un-reinforced sidewalk & compact base 95% min. (includes clearing & grubbing, removal & disposal of dirt, grass etc. & restoration at Contractor's expense) damaged sod replaced at Contractor's expense	Square Yd.	18000	\$35.50	\$639,000.00	\$40.05	\$720,900.00	\$51.84	\$933,120.00
4	Furnish all materials, labor & equipment Install New 6" thick 3000 PSI min. un-reinforced sidewalk & compact base 95% min. (includes clearing & grubbing, removal & disposal of dirt, grass etc. & restoration at Contractor's expense) damaged sod replaced at Contractor's expense	Square Yd.	10000	\$42.75	\$427,500.00	\$49.05	\$490,500.00	\$56.70	\$567,000.00
5	Furnish, Compact, & Install Lime Rock to min. 95% compaction to avoid settling. When elevation is too low. Fill any gaps between new sidewalk installation and existing elevation. Delivery ticket must be provided for payment	Cubic Yd.	200	\$12.00	\$2,400.00	\$30.00	\$6,000.00	\$156.00	\$31,200.00

6	Furnish all materials, labor & equipment to Remove & Replace concrete Type "D" Curb including drop curb, transitions, & reconstruction of base (includes clearing, grubbing, & fill, sod to replace damaged grass, removal & disposal of existing curb, dirt, grass etc. & restoration at Contractor's expense).	Linear Ft.	500	\$18.00	\$9,000.00	\$19.00	\$9,500.00	\$56.70	\$28,350.00
7	Furnish all materials, labor & equipment to Install New concrete Type "D" Curb including drop curb, transitions, & construction of base (includes clearing, grubbing, & fill, sod to replace damaged grass, removal & disposal of dirt, grass etc. & restoration at Contractor's expense) including fill. Damaged sod replaced at contractor's expense.	Linear Ft.	500	\$18.00	\$9,000.00	\$18.00	\$9,000.00	\$34.80	\$17,400.00
8	Furnish all materials, labor & equipment to Remove & Replace concrete Type "F" Curb including drop curb, transitions, & reconstruction of base (includes clearing, grubbing, & fill, sod to replace damaged grass, removal & disposal of existing curb, dirt, grass etc. & restoration at Contractor's expense).	Linear Ft.	500	\$19.00	\$9,500.00	\$24.00	\$12,000.00	\$37.20	\$18,600.00
9	Furnish all materials, labor & equipment to Install New concrete Type "F" Curb including drop curb, transitions, & construction of base (includes clearing, grubbing, & fill, sod to replace damaged grass, removal & disposal of existing curb, dirt, grass etc. & restoration at Contractor's expense).	Linear Ft.	100	\$19.00	\$1,900.00	\$30.00	\$3,000.00	\$42.00	\$4,200.00
10	Furnish all materials, labor & equipment to Remove & Replace concrete "Valley-gutter" including drop curb, transitions, & reconstruction of base (includes clearing, grubbing, & fill, sod to replace damaged grass, removal & disposal of existing curb, dirt, grass etc. & restoration at Contractor's expense).	Linear Ft.	200	\$19.00	\$3,800.00	\$25.00	\$5,000.00	\$57.60	\$11,520.00

11	Furnish all materials, labor & equipment to Install New concrete "Valley-gutter" including drop curb, transitions, & reconstruction of base (includes clearing, grubbing, & fill, sod to replace damaged grass, removal & disposal of dirt, grass etc. & restoration at Contractor's expense.	Linear Ft.	500	\$19.00	\$9,500.00	\$21.00	\$10,500.00	\$59.00	\$29,500.00	
12	Right-of- Way Survey (to establish property lines).	Linear Ft.	18000	\$0.50	\$9,000.00	\$0.70	\$12,600.00	\$2.70	\$48,600.00	
13	Tree Removal Dia. @ breast hgt. 4.5' above grade Cont. (includes restoration -clearing & grubbing, removal of debris, excavation & backfilling) damaged sod replaced at Contractor's expense.	Each	4	\$100.00	\$400.00	\$200.00	\$800.00	\$780.00	\$3,120.00	
		Each	4	\$200.00	\$800.00	\$450.00	\$1,800.00	\$1,320.00	\$5,280.00	
		Each	4	\$500.00	\$2,000.00	\$700.00	\$2,800.00	\$2,280.00	\$9,120.00	
		Each	3	\$1,000.00	\$3,000.00	\$1,000.00	\$3,000.00	\$3,840.00	\$11,520.00	
14	Live Oak Fla. #1 10'-12' overall height (includes restoration - clearing & grubbing, removal of debris, excavation & backfilling). Damaged grass to be replaced with sod at Contractor's expense.	Each	1	\$600.00	\$600.00	\$1,200.00	\$1,200.00	\$750.00	\$750.00	
15	Mahogany Fla. #1 10'-12' overall height (includes restoration - clearing & grubbing, removal of debris, excavation & backfilling). Damaged grass to be replaced with sod at Contractor's expense	Each	1	\$600.00	\$600.00	\$1,500.00	\$1,500.00	\$750.00	\$750.00	
16	Crape Myrtle Fla. #1 10'-12' overall height (includes restoration - clearing & grubbing, removal of debris, excavation & backfilling). Damaged grass to be replaced with sod at Contractor's expense.	Each	1	\$600.00	\$600.00	\$1,500.00	\$1,500.00	\$755.00	\$755.00	
17	Curb Cuts (includes restoration).	Each	20	\$50.00	\$1,000.00	\$100.00	\$2,000.00	\$150.00	\$3,000.00	
18	Furnish all materials, labor & equipment to Relocate Chain Link Fence (includes restoration). Damaged grass to be replaced with sod at Contractor's expense.	Linear Ft.	200	\$15.00	\$3,000.00	\$30.00	\$6,000.00	\$45.60	\$9,120.00	
19	Furnish all materials, labor & equipment to Install New 4' Chain Link Fence, disposal of existing fence (includes restoration) damaged grass to be replaced with sod at Contractor's expense.	Linear Ft.	200	\$20.00	\$4,000.00	\$25.00	\$5,000.00	\$42.00	\$8,400.00	
20	Furnish all materials, labor & equipment to construct 1.5" Type III Asphaltic Concrete surface including Tack Coat to repair existing driveway approaches. Damaged areas during installation replaced at Contractor's expense.	Square Ft.	1100	\$27.00	\$29,700.00	\$6.50	\$7,150.00	\$26.40	\$29,040.00	

21	Furnish all materials, labor & equipment to place Detectable Warning Surface for pedestrian crossings/cast-in-place type/yellow.	Square Ft.	350	\$25.00	\$8,750.00	\$25.00	\$8,750.00	\$58.80	\$20,580.00	
22	Furnish all materials, labor & equipment to Relocate PVC Lines – 2" diameter.	Linear Ft.	100	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$25.00	\$2,500.00	
23	Furnish all materials, labor & equipment to Install new PVC Lines Sch. 40.	Linear Ft.	20	\$10.00	\$200.00	\$15.00	\$300.00	\$45.00	\$900.00	
24	Furnish all materials, labor & equipment to Install new Irrigation Heads (4" pop-up head w/max 15' spray radius).	Each	10	\$60.00	\$600.00	\$50.00	\$500.00	\$125.00	\$1,250.00	
25	Furnish all materials, labor & equipment to Relocate/reset existing Signs.	Each	20	\$100.00	\$2,000.00	\$50.00	\$1,000.00	\$135.00	\$2,700.00	
26	Furnish all materials, labor & equipment to Raise Utilities Access (includes sewer cleanouts, water meters, manholes, water valves).	Each	50	\$180.00	\$9,000.00	\$200.00	\$10,000.00	\$1,920.00	\$96,000.00	
27	Furnish and install concrete water meter boxes to replace existing broken boxes in sidewalk slabs being replaced.	Each	20	\$200.00	\$4,000.00	\$500.00	\$10,000.00	\$900.00	\$18,000.00	
28	Furnish all materials, labor & equipment to Pressure clean Brick Pavers & Paver Blocks.	Square Ft.	500	\$1.00	\$500.00	\$1.00	\$500.00	\$5.40	\$2,700.00	
29	Furnish all materials, labor & equipment to Pressure clean	Square Ft.	500	\$1.00	\$500.00	\$1.00	\$500.00	\$5.10	\$2,550.00	
30	Furnish all materials, labor & equipment to install St.	Square Ft.	4000	\$0.80	\$3,200.00	\$1.25	\$5,000.00	\$3.60	\$14,400.00	
31	12" Root Bio Barrier	Linear Ft.	200	\$18.00	\$3,600.00	\$12.00	\$2,400.00	\$7.20	\$1,440.00	
ESTIMATED ANNUAL TOTAL PRICE					\$3,516,650.00		\$3,699,800.00		\$5,022,165.00	(A)

Award

CITY OF MIAMI GARDENS
SIDEWALK REPLACEMENT AND INSTALLATION ANNUAL CONTRACT REBID
CONSTRUCTION CONTRACT

THIS CONTRACT made as of this 24th day of Feb, 2017, by and between METRO EXPRESS, INC., hereinafter referred to as the CONTRACTOR, and the CITY OF MIAMI GARDENS, FLORIDA, a Florida municipal corporation, hereinafter referred to as the CITY.

WITNESSETH, that whereas, the CITY has awarded to the CONTRACTOR the Work of performing certain construction:

NOW, THEREFORE, the CITY and the CONTRACTOR, for consideration hereinafter named, agree as follows:

ARTICLE 1 - CONTRACT DOCUMENTS

1.1 Enumeration of Contract Documents:

The Contract Documents comprise the entire agreement between CITY and CONTRACTOR and consist of the following:

- (1) This Agreement and General Conditions
- (2) Construction performance bond.
- (3) Construction payment bond.
- (4) Insurance certificate(s).
- (5) Notice of Award and Notice to Proceed.
- (6) Invitation to Bid and the Specifications prepared by the CITY
- (7) CONTRACTOR's Response to the CITY's Invitation to Bid No.15-16-039(A) dated November 28, 2016.

The aforementioned documents are hereby incorporated herein by reference, and made a part hereof

Any amendments executed by the CITY and the CONTRACTOR shall become part of this Agreement.

Documents not included in this Article do not, and shall not, form any part of this Agreement. In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Specific direction from the City Manager (or designee).
- b. This Agreement dated 2-24-17 and any attachments.
- c. Agreement & General Conditions
- d. Bid Document including all plans & drawings.
- e. Contractor's bid submittal

1.2 Conflict, Error or Discrepancy:

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to the CITY in writing at once and before proceeding with the Work affected shall obtain a written interpretation or clarification from CITY.

1.3 Representation of CONTRACTOR:

Execution of the Contract by the CONTRACTOR is a representation that CONTRACTOR has visited the Work site and is familiar with the local conditions under which the Work is to be performed.

ARTICLE 2. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials, tools, equipment, labor, services, incidentals and everything necessary to perform; and shall perform, all of the Work, herein referred to as Work in accordance with the Contract Documents. The City is the lead agent on this contract for the Southeast Florida Governmental Cooperative Group.

ARTICLE 3. CONTRACT TIME

- 3.1.1 CONTRACTOR shall be issued a Notice of Award by the CITY. CONTRACTOR shall commence scheduling activities and permit applications within five (5) calendar days after receipt of the Notice of Award. The Notice to Proceed and Purchase Order will not be issued until CONTRACTOR'S submission to CITY of all required documents including, but not limited to: Performance and Payment Bonds, Insurance Certificates fully executed Contract.
- 3.1.2 The receipt of all necessary permits by CONTRACTOR and acceptance of the full construction schedule in accordance with general terms and conditions section, submittal schedule and schedule of values is a condition precedent to the issuance of the Notice to Proceed to mobilize on the Project site and commence with the Work. The CONTRACTOR shall submit all necessary documents required by this provision within fifteen (15) calendar days of the issuance of Notice of Award.
- 3.2 The Work must begin within ten (10) calendar days from Notice to Proceed or the date fixed in the Notice to Proceed, whichever is later, and shall be carried on at a rate to insure its substantially completed within three hundred sixty-five (365) calendar days from the issuance of the Notice to Proceed, completed and ready for final payment in accordance with Article 6 within thirty (30) days from the date certified by CITY as the date of Final Completion.
- 3.3 Upon failure of CONTRACTOR to substantially complete the WORK, herein referred to as Substantial Completion, within the specified period of time, plus approved time extensions, if any, CONTRACTOR shall pay to CITY the sum of one hundred dollars (\$100) for each calendar day after the time specified in Section 3.2 above, plus any approved time extensions, for Substantial Completion. After Substantial Completion should CONTRACTOR fail to complete the remaining Work within the time specified in

Section 3.2 above, plus approved time extensions, if any, for completion and readiness for final payment, CONTRACTOR shall pay to CITY the sum of one hundred dollars (\$100) for each calendar day after the time specified in Section 3.2 above, plus any approved extensions, if any, for completion and readiness for final payment. These amounts are not penalties, but are liquidated damages to CITY for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages which the CITY will suffer as a result of the CONTRACTOR'S failure to perform and that will be obviate a formal resolution concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract as required hereunder.

The above-stated liquidated damages shall apply separately to each portion of the Project for which a time for completion is given.

- 3.4 CITY is authorized to deduct liquidated damages from monies due to CONTRACTOR for the Work under this Contract.
- 3.5 CONTRACTOR shall be responsible for reimbursing CITY, in addition to liquidated damages, for all costs incurred by the Architect/Engineer in administering the construction of the WORK beyond the completion date specified above, plus approved time extensions, if any. Architect/Engineer construction costs shall be pursuant to the contract between CITY and Architect/Engineer, a copy of which is available upon request of the CONTRACTOR. All such costs shall be deducted from the monies due CONTRACTOR for performance of WORK by means of unilateral credit change orders issued by CITY, as costs are incurred by Architect/Engineer and agreed to by CITY.

ARTICLE 4. COMPENSATION

CITY shall pay CONTRACTOR as full compensation for the all material, services, labor and performance, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown in the Contract Documents, in the sum of **three million, five hundred sixteen thousand, six hundred fifty (\$3, 516,650.00)**.

ARTICLE 5. PROGRESS PAYMENTS

CONTRACTOR may make Application for Payment for Work completed, at intervals of not more than once a month. However, the CITY shall not pay more than ninety percent (90%) of the total Contract Price as progress payments. The CONTRACTOR'S application shall show a complete breakdown of the Project components as dictated by the CITY, including an updated Schedule of Values showing the quantities completed and the amount requested, together with such supporting evidence as may be required by the CITY. CONTRACTOR shall submit with each Application for Payment, an updated progress schedule acceptable to the CITY as required by the General Conditions and a release of liens relative to the Work

which is the subject of the Application. Each Application for Payment shall be submitted in triplicate to the CITY. The CITY shall make payment to the CONTRACTOR within thirty (30) business days after approval by the CITY of CONTRACTOR'S Application for Payment and submission of an acceptable updated progress schedule.

Ten percent (10%) of all monies earned by the CONTRACTOR shall be retained by the CITY until Final Completion and acceptance by the CITY in accordance with the terms and conditions stipulated in the Contract Documents. Upon Final Completion and acceptance one half (1/2) of the retainage will be returned to CONTRACTOR in accordance with the terms and conditions stipulated in the Contract Documents.

One half (1/2) of the retainage fee shall be held and shall be redeemable upon satisfactory completion of the twelve (12) months or six (6) months warranty period. The City shall select length of warranty period upon notice of award.

The CITY may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- a) Defective Work not remedied.
- b) Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.
- c) Failure of CONTRACTOR to make payments properly to Sub-Contractors or for material or labor.
- d) Damage to another CONTRACTOR not remedied.
- e) Liquidated damages, as well as costs incurred by the CITY for extended construction administration.

When the above grounds are removed or resolved or CONTRACTOR provides a surety bond or a consent of Surety, satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

ARTICLE 6. ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice from CONTRACTOR that the Work is complete and ready for final inspection and acceptance, CITY shall, within ten (10) calendar days, make an inspection thereof. The CONTRACTOR shall only receive payments If CITY finds the Work acceptable, the requisite documents have been submitted, the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, the Architect/Engineer and CITY'S Representative will submit a statement stating such to the CITY Manager.

Before the Final Payment, CONTRACTOR shall deliver to CITY a complete waiver of lien(s) or release of all lien(s), as applicable, arising out of this Contract, or receipts in full for all Work; and an Affidavit

certifying that all suppliers and Sub-Contractors have been paid in full, and that all other indebtedness connected with the Work has been paid.

The CITY may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- A. Defective Work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.
- C. Failure of CONTRACTOR to make payments properly to Sub-Contractors or for material or labor.
- D. Damage to another CONTRACTOR not remedied.
- E. Liquidated damages and costs incurred by CITY for extended construction administration.

When the above grounds are removed or resolved satisfactorily to the CITY, payment may be made.

Final payment constituting the entire unpaid balance of the Contract sum shall be paid by CITY to the CONTRACTOR within thirty (30) days after completion of all Work, Contract fully performed and a final certificate for payment has been issued by the CITY'S representative.

ARTICLE 7. MISCELLANEOUS

- 7.1 **Conflict:** Where there is a conflict between any provision set forth within the Contract Documents and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall control.
- 7.2 **Independent Contractor:** CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR pursuant to this Contract shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents or sub-contractors of the CITY and CONTRACTOR shall be responsible for any actions of its officer, employees, agent and subcontractors. This Contract shall not constitute or make the parties a partnership or joint venture.
- 7.3 **Qualifications:** CONTRACTOR, and the individual executing this Contract on behalf of the CONTRACTOR, warrants to the CITY that the CONTRACTOR is a Florida (corporation sole proprietorship, etc.) in good standing, and that the CONTRACTOR has all the required licenses and certifications of competency required by the State of Florida and the County of Miami-Dade to perform the Work herein described. CONTRACTOR shall insure that all Sub-Contractors have all required licenses

and certifications of competency required by the State of Florida and the County of Miami-Dade to perform the Work herein described.

- 7.4 Entire Contract – Modification: No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Contract contains the entire understanding of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Contract is executed. If any term in the CONTRACTOR'S proposal appears to be in direct or apparent conflict with the Contract, then the terms of the Contract shall control.
- 7.5 Third Party Beneficiaries: Neither CONTRACTOR nor CITY intend to directly or substantially benefit a third party by this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third-party shall be entitled to assert a claim against either of them based upon this Contract.
- 7.6 Notices/Authorized Representatives: Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

City of Miami Gardens
Attn: City Manager
18605 NW 27th Avenue
Miami Gardens, FL 33056

Contractor: Metro Express, Inc.
Name: Angel Fernandez
Address: 9442 NW 109th Street
City, State & Zip: Medley, FL 33178

- 7.7 Assignment and Performance: Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CONTRACTOR shall not subcontract any portion of the Work required by this Contract except as authorized in the General Conditions. CONTRACTOR represents that all persons delivering the services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Work and to provide and perform such services to CITY'S satisfaction for the agreed compensation.

CONTRACTOR shall perform its duties, obligations, and services under this Contract 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.

- 7.8 Materiality and Waiver of Breach: CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth in these Contract Documents is substantial and important to the formation of this

Contract and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

- 7.9 **Severance:** In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective, unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 7.10 **Applicable Law and Venue:** This Contract shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, CONTRACTOR and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Project. CONTRACTOR shall specifically bind all Sub-Contractors to the provisions of this Contract.**
- 7.11 **Enforcement Costs:** If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the prevailing party or parties shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- 7.12 **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 Contract and executed by the CITY and CONTRACTOR.
- 7.13 **Prior Contracts:** This document incorporates and includes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, Contracts or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 6.11 above.

7.14 Future Litigation: Contractor certifies that it shall notify the City within five (5) days of the receipt of any claims, lawsuits, or actions filed against Contractor relating to any construction projects, work or tasks either performed by Contractor or to be performed by Contractor.

7.15 Indemnification: Subject to the limitations of Section 768.28 Florida Statutes, Contractor shall protect, defend, indemnify, and hold harmless the CITY and its officials, officers, members, agents, representatives and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury to any property arising out of or in any way connected with the performance or non-performance of any provision of this Agreement required of the Contractor, by or on behalf of the Contractor, or resulting from any violation by the Contractor or its employees of any statute law, ordinance, regulation or other legal requirement pertaining to a safe place of employment for workers, minimum hours and wages, and fair employment practices. However, nothing herein shall be deemed to indemnify CITY for any liability or claim arising solely out of the negligent performance of CITY.

The City does hereby agree to indemnify and hold harmless Contractor, from any and all personal injury or property damage claims, liabilities, losses, and causes of action which may arise solely as a result of City's performance of this Agreement. This agreement is subject to the provisions of Section 768.28 Florida Statutes, such that the City shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities losses and causes of action which may arise solely as a result of the performance of this Agreement. However, nothing herein shall be deemed to indemnify Contractor from any liability or claim arising out of the negligent performance or failure of performance of Contractor or any unrelated third party. Nothing contained herein shall be deemed a waiver of sovereign immunity. One percent (1%) of the contract amount shall represent the consideration to be provided for this indemnification.

7.16 Insurance: All insurance requirements must be met and evidenced to the City before delivery of goods and performance of services. The City reserves the right but not the obligation to revise any insurance requirement, or reject any insurance coverage which fail to meet the criteria stated herein at any time. The City reserves the right to require Contractor/Vendor to provide and pay for any other insurance coverage the City deems necessary, depending upon the possible exposure to liability or loss. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or liabilities, but are merely minimums.

Workers' Compensation: Coverage is to apply for all persons fulfilling this contract for statutory limits in compliance with the law of the State of Florida and any applicable federal laws. The policy must include Employer' Liability with a limit of \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for disease. The City will not accept certificates of exemption. Confirmation that Workers Compensation is provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.

Commercial General Liability: Occurrence Form Required. Contractor shall maintain commercial general liability (CGL) insurance with limits of not less than:

- \$5,000,000 each occurrence for bodily injury and property damage
- \$5,000,000 general aggregate (must apply Per Project)
- \$5,000,000 products completed operations aggregate
- \$1,000,000 personal & advertising injury

No exclusion shall apply to: premises, independent contractors, contractual liability, or property damage resulting from explosion, collapse or underground (XCU) exposures.

Commercial Automobile Liability: Contractor shall maintain automobile liability insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto fulfilling duties under this agreement (including owned, hired, and non-owned autos). The policy shall provide contractual liability coverage.

Professional Liability/Malpractice/Errors or Omissions: Licensed design-build professional work such as that provided by architects, engineers, etc. shall maintain professional liability or malpractice or errors or omissions insurance with limits of \$2,000,000 per occurrence. If claims-made the retro date shall be prior or equal to the effective date of any contract with the City. The coverage shall be renewed or include a "tail" or Discovery, or continuous renewal of coverage for a period of 3 years following the completion of the project.

Pollution/Environmental Impairment Liability Coverage: Pollution/environmental impairment Liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract. Coverage will be provided for to non-owned disposal sites utilized for this project. The recommended minimum coverage is \$5,000,000. The coverage period shall be extended beyond the date of the completed project, until the expiration date of the performance bond. If claims-made the retro date shall be prior or equal to the effective date of any contract with the County. The coverage shall include a "tail" or Discovery, or continuous renewal of coverage for a period of 3 years following the completion of the project.

Umbrella or Excess Liability insurance can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

Special Requirements: Certificate of Insurance shall confirm in writing that all applicable provisions apply.

Evidence of Insurance: A copy of the Contractor/Vendor's current certificate of insurance MUST be provided with the response to this bid. A formal certificate shall be provided upon announcement that a Contractor has been awarded the work. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the City before commencement of any work activities. The formal insurance certificate shall also comply with the following:

Additional Insured: "City of Miami Gardens and its Elected Officials, Agents, Representatives, Employees, and Volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.

Additional Insured coverage shall be provided with the following ISO forms or similar policy provisions providing equal to or broader than coverage:

One of the following forms or its equivalent:

CG 2026 (Additional Insured-Designated Person or Organization) OR

CG 2010 (Additional Insured-Owners Lessees Contractors) OR

CG 2038 (Additional Insured-Automatic Status).

AND, if products or completed operations exposure:

CG 2037 (Additional Insured-Completed Operations). The Contractor/Vendor is required to continue to purchase products and completed operations coverage to satisfy this agreement for a minimum of three years beyond completion of the work.

Notification: The policy shall provide a 10-day notification clause in the event of cancellation, non-renewal, material modification, or any other lapse in coverage of the policy. In the event the insurance policy does not provide such notification, Contractor shall provide notification to the City.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be delivered to the City 10 days prior to said expiration date.

Primary & Non Contributory

This Insurance shall be considered primary to any other insurance. Coverage shall be provided with the following ISO form or similar policy provision providing equal to or broader than coverage: CG 2001 (Primary and Noncontributory – Other Insurance Condition).

Waiver of Subrogation

All of Contractor's insurance policies, except Professional Liability, will waive rights of recovery against the City. Coverage shall be provided with the following CGL ISO form or similar policy provision providing equal to or broader than coverage: CG 2404 (Waiver of Transfer of Rights of Recovery Against Others to Us).

Subcontractors' Compliance: It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.

Financial Stability: The policies of insurance shall be written on forms acceptable to the City and placed with insurance carriers authorized by the Insurance Department in the State of Florida. All insurance carriers must meet a minimum financial AM Best company rating of no less than: "A- Excellent: FSC VII. City reserved the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.

- 7.17 Florida Public Records Act: All material submitted regarding this bid becomes the property of the City. Bids may be reviewed by any person ten (10) days after the public opening. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

To the extent required by law, Contractor shall comply with the public records laws in accordance with Chapter 119, Florida Statutes. Specifically, Contractor agrees to comply with Section 119.0701, Florida Statutes. Public records shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, as defined in Section 119.011, Florida Statutes, as amended. The City shall make the sole determination of which records, if any, are exempt from inspection. Further, as pursuant to Section 119.0701, Florida Statutes, Contractor agrees to maintain the records until the completion of the contract. 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 18605 Northwest 27th Avenue, Miami Gardens, Florida 33056.

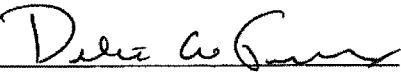
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as follows:

WITNESSES:

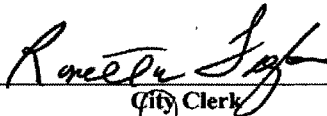


Print Name: Angel Fernandez

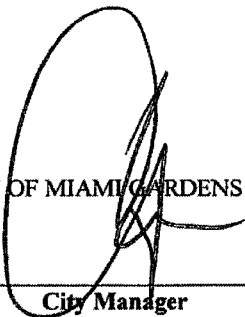
CONTRACTOR:

By: 
Print Name: Delia A. Trasoberry
Title: President

ATTEST:

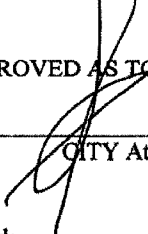


City Clerk

Seal: 
CITY OF MIAMI GARDENS

City Manager 

APPROVED AS TO FORM:



CITY Attorney

Dated:

RESOLUTION NO. 2020-059

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING PAYMENT FOR SERVICES PERFORMED BY METRO EXPRESS, INC., RESULTING FROM AN INCREASE IN SERVICE ACTIVITY IN THE CITY OVER THE PAST SIX MONTHS, BY AN ANNUAL AMOUNT NOT TO EXCEED FOURTEEN THOUSAND TWO HUNDRED FORTY ONE DOLLARS AND FORTY SIX CENTS (\$14,241.46); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 27, 2019, the City Commission adopted Resolution No. 2019-089 that renewed the Agreement with Metro Express, Inc. for the installation, repair, and reconstruction of concrete and asphalt within the City road rights-of-way, under a competitive bid through the City of Miami Gardens; and

WHEREAS, the Agreement provided for an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) and is valid through February 23, 2021; and

WHEREAS, on February 11, 2020 the City Commission adopted Resolution No. 2020-016 that renewed the Agreement with Metro Express, Inc. through February 23, 2021, without increasing the spending authorization; and

WHEREAS, in an effort to support a more aggressive roadway repair and resurfacing program in the current fiscal year, as well as address emerging roadway improvement needs, the approved contract amount was exceeded by Fourteen Thousand Two Hundred Forty One Dollars and Forty Six Cents (\$14,241.46); and

WHEREAS, the funding for this increase is provided in the current Public Services Department's fiscal year budget within the appropriate accounts;

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 as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to make payment for services performed by Metro Express, Inc. resulting from an increase in service activity in the City over the past six months, exceeding the approved contract in the amount of Fourteen Thousand Two Hundred Forty One Dollars and Forty Six Cents (\$14,241.46).

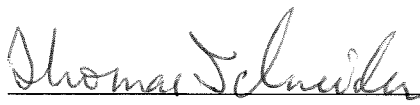
Section 3. That funding is appropriated and available in the Public Services Streets Division account 001-39-06-541-46-60.

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

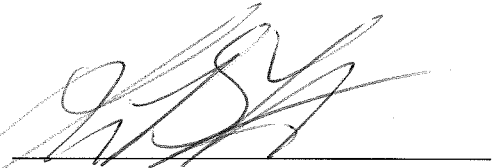
Section 5. That this Resolution shall be in force and take effect immediately upon passage and adoption.

PASSED AND ADOPTED on June 23, 2020.

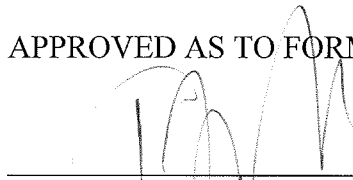
ATTEST:


THOMAS SCHNEIDER, CMC
CITY CLERK




LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:


THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT (“ILA”) WITH BROWARD COUNTY RELATING TO THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (“CARES”) ACT, WITH DISTRIBUTION OF FUNDING BY BROWARD COUNTY

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - CARES Act ILA, R-2020- BC ILA Relating to CARES ACT, Draft CARES Municipal Agreement-07-09-2020 for City review



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: July 28, 2020

TO: Honorable Mayor and Commissioners

FROM: Thomas J. Ansbro, City Attorney Thomas J. Ansbro

Digitally signed by Thomas J. Ansbro
DN: cn=Thomas J. Ansbro, o=City of Dania Beach, ou=Legal Department,
email=thomas.j.ansbro@danibeachfl.gov, c=US
Date: 2020.07.28 14:35:44 -0400

SUBJECT: To enter into an Interlocal Agreement ("ILA") with Broward County in order to coordinate the distribution of federal funding under the Coronavirus Aid, Relief, and Economic Security ("CARES") Act

The Request

To enter into an Interlocal Agreement ("ILA") with Broward County pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969," in order to coordinate the distribution of federal funding under the Coronavirus Aid, Relief, and Economic Security ("CARES") Act.

Background

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security ("CARES") Act was signed into law, providing over \$2 trillion in economic relief to assist with the impact of the COVID-19 pandemic, \$8.3 billion of which was allocated to the State of Florida. Based on its population, Broward County qualified for a direct payment allocation and received \$340,744,702 in funding under the CARES Act. Broward County wishes to allocate a portion of the funds it received from the CARES Act the City as provided in the attached Agreement. The Broward County Attorney has not approved the draft form of the ILA. As such, to ensure no delays in distribution of the funding, the Administration is seeking authorization to proceed with executing the ILA, with the understanding that the City Attorney may revise the draft ILA in the interim. The final executed document will be brought back to the City Commission for ratification.

Budgetary Impact

There is a positive budgetary impact to the City's budget, as the ILA would allow for the City receive its fair share percentage of CARE Act funds.

Recommendation

It is recommended that the City Commission approve the City to execute the ILA with Broward County, after review and modification by the City Attorney. The final executed ILA will be brought back to the City Commission for ratification.

TJA/la

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

RESOLUTION NO. 2020-077

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT ("ILA") WITH BROWARD COUNTY RELATING TO THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ("CARES") ACT, WITH DISTRIBUTION OF FUNDING BY BROWARD COUNTY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County and the City of Dania Beach desire to enter into an Interlocal Agreement ("ILA") pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969," in order to coordinate the distribution of federal funding under the Coronavirus Aid, Relief, and Economic Security ("CARES") Act; and

WHEREAS, On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security ("CARES") Act was signed into law, providing over \$2 trillion in economic relief to assist with the impact of the COVID-19 pandemic, \$8.3 billion of which was allocated to the State of Florida; and

WHEREAS, based on its population, Broward County qualified for a direct payment allocation and received Three Hundred Forty Million Seven Hundred Forty Four Thousand Seven Hundred Two Dollars (\$340,744,702.00) in funding under the CARES Act; and

WHEREAS, the County wishes to allocate a portion of the funds it received from the CARES Act to the City as will be provided in an Agreement;

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 proper City officials are authorized to execute an Interlocal Agreement (ILA) with Broward County related to the Coronavirus Aid, Relief, and Economic Security ("CARES") Act funding, subject to final review and approval of the ILA by the City Attorney.

Section 3. That the City Manager and City Attorney are authorized to make revisions to the ILA 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 become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on July 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 CITY OF [REDACTED] FOR CARES ACT FUNDING**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and City of [REDACTED], a municipality of the State of Florida ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security ("CARES") Act was signed into law, providing over \$2 trillion in economic relief to assist with the impact of the COVID-19 pandemic, \$8.3 billion of which was allocated to the State of Florida.

B. Based on its population, County qualified for a direct payment allocation and received \$340,744,702 in funding under the CARES Act.

C. County wishes to allocate a portion of the funds it received from the CARES Act to Municipality as provided in this Agreement.

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. **CARES Act** means Section 601 of the Social Security Act (42 U.S.C. et seq.), as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-138), and all rules and regulations relating thereto, as amended.

1.3. **CARES Funds** means the funding provided to County pursuant to the CARES Act and which is subject to the restrictions and requirements of the CARES Act.

1.4. **Contract Administrator** means the County Administrator or such other person designated by the County Administrator in writing.

1.5. **Eligible Expenditures** means expenditures that are both (a) eligible for reimbursement using CARES Funds, in accordance with the CARES Act and (b) set forth in Exhibit F to this Agreement.

1.6. **Project** means each project, activity, service, procurement, or other expenditure that will be implemented by Municipality as described in Exhibit A to this Agreement.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and fully incorporated herein:

Exhibit A	Schedule of Projects
Exhibit B	Budget
Exhibit C	Project Timelines
Exhibit D	Request for Payment and Documentation Requirements
Exhibit E	Federal Provisions
Exhibit F	Eligible Expenditures

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties (“Effective Date”) and shall end on [REDACTED] (“Initial Term”), unless extended or earlier terminated pursuant to the terms of this Agreement.

3.2. Extensions. The Parties may renew this Agreement on a month-to-month basis for up to three (3) additional months (each, an “Extension Term,” and all such Extension Terms together with the Initial Term, the “Term”) by written approval of the Contract Administrator and the [City Manager/Mayor] prior to the expiration of the then-current term. Any further extension shall require amendment of this Agreement as provided in Section 11.17.

3.3. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of CARES Funds in accordance with Chapter 129, Florida Statutes.

3.4. Time of the Essence. Unless expressly waived by the Contract Administrator in writing, time is of the essence in Municipality’s performance of its duties, obligations, and responsibilities under this Agreement.

ARTICLE 4. PROJECT

4.1. CARES Funds. Municipality shall implement the Projects stated in Exhibit A attached hereto, as may be amended from time to time. Unless otherwise stated in Exhibit A, all elements of a Project funded with CARES Funds must be Eligible Expenditures. Municipality certifies that each expenditure for the Project that is funded with CARES Funds is an Eligible Expenditure, and covenants that each such expenditure will at all times be an Eligible Expenditure.

4.2. Amendments to Projects. At any time prior to [December 1, 2020], Municipality may request modifications to the Projects Schedule (Exhibit A) and corresponding changes to the Budget (Exhibit B) and the Timeline (Exhibit C), including to add, remove, or modify Project(s) and/or modify the scope, budget, or timeline of Project(s). Municipality shall request any modification to the Project Schedule by submitting for County’s review a written request to County that includes proposed amended exhibits incorporating the modification requests.

Municipality shall provide any supporting documentation reasonably requested by County to facilitate a determination of whether the Projects, as modified, consist of Eligible Expenditures. If the Projects, as modified, consist of Eligible Expenditures, as determined by County, and the associated modifications to the Budget and Project Timeline are approved in writing by the County Administrator, the Contract Administrator may approve such amended exhibits by written notice to Municipality and, upon such written notice, such amended exhibits shall be automatically incorporated herein and shall replace the corresponding exhibit. In addition, the Parties may amend this Agreement to incorporate the approved modifications, and the County Administrator is authorized to execute any such amendment on behalf of the County.

4.3. Project Timeline. Municipality must comply with the Project Timeline set forth in Exhibit C for each Project. If Municipality fails to meet any of the deadlines for a Project set forth in Exhibit C by thirty (30) days or more, upon written notice by the Contract Administrator and effective as of the date of such written notice, the Project will become ineligible for CARES Funds under this Agreement, the Project shall be deemed to be automatically removed from this Agreement without the need for a formal amendment, and the County shall have no further obligation to fund the Project. The County Administrator is authorized to amend this Agreement to remove such Project and reallocate the CARES Funds to other Projects or to remove that funding from this Agreement and reallocate to other purposes including to other County projects or to projects by other municipalities, as determined in the sole discretion of the County Administrator.

4.4. Monitoring and Reporting. County will carry out periodic monitoring and evaluation activities as determined necessary in County's sole discretion or as required by applicable law. County has the right to conduct a full review of any or all Projects at any time. County's evaluation of a Project may include, but not be limited to, compliance with the terms of this Agreement and comparisons of planned versus actual progress relating to the Project's scheduled expenditures. Upon County's request, Municipality shall promptly furnish to County such records and information requested by County related to a Project. Municipality shall meet with County at reasonable times and with reasonable notice to discuss the Projects.

4.4.1. Monthly Report. Municipality must provide County with a report of actual and projected Eligible Expenditures for the Projects on the first business day of each month during the Term of this Agreement (each a "Monthly Report"). Each Monthly Report must contain a certification from the Municipality's Mayor or Manager (or other person with substantially similar authority and responsibility) that, as of the date of the Monthly Report, Municipality is in compliance with all deadlines for all Projects as set forth in Exhibit C.

4.4.2. Final Financial Report. On or before April 1, 2021, Municipality must submit a financial report identifying all CARES Funds received under this Agreement ("Final Report"). The Final Report must be audited and certified by an independent CPA, at Municipality's expense, and include an opinion as to whether the financial information in the report is presented in accordance with Generally Accepted Accounting Principles. The

audit shall contain sufficient information for County to determine if the expenditures conform to this Agreement and are eligible for funding under the CARES Act. The annual financial report must include appropriate footnote disclosures in support of the financial information items presented, including disclosure of any issue of noncompliance with this Agreement or applicable law.

ARTICLE 5. FUNDING AND METHOD OF PAYMENT; PROVISIONS RELATING TO THE USE OF CARES ACT FUNDS

5.1. Maximum Funds Payable. The maximum amount payable to Municipality under this Agreement is the Total CARES Funds amount stated in the Budget (Exhibit B). All financial obligations of County under this Agreement are subject to the availability of CARES Funds, as more specifically described herein. No County funds other than CARES Funds shall be due or payable to Municipality under this Agreement.

5.2. Invoicing. Municipality shall request payment from County no more often than monthly for Eligible Expenditures in accordance with Exhibit B by furnishing to County a request for payment and supporting documentation as provided in Exhibit D (collectively, "Request for Payment"), including a certification by the chief administrative officer and the chief financial officer of Municipality, or such other persons designated by Municipality with authority to act in similar capacities, that all funds received and utilized to date under this Agreement were utilized only for Eligible Expenditures. Following receipt of a Request for Payment, County shall review the Request for Payment to determine whether the Request for Payment complies with the terms of this Agreement. If a Request for Payment includes subcontractor expenses, whether paid by Municipality on a "lump sum" or other basis, such expenses must be included in the Request for Payment with no markup and stated in the actual amount paid by Municipality. County may, in its discretion, deny a Request for Payment to Municipality if Municipality fails to comply with this section or provide any of the documentation set forth in Exhibit D.

5.3. Payment; Deadline to Request Payment. If Municipality is in compliance with the terms of this Agreement, including the procedures for Requests for Payment set forth in this article, County shall reimburse Municipality (subject to all terms and conditions of this Agreement) in accordance with Exhibit B for Project expenses that are determined by the County to be Eligible Expenditures, unless a suspension of payment as provided for in Section 5.6 has occurred. Municipality shall not be entitled to reimbursement for any Requests for Payment received by County after **[January 31, 2021]**.

5.4. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to ensure utilization of CARES Funds in accordance with this Agreement, applicable law, and the CARES Act. The amount withheld shall not be subject to payment of interest by County. Upon written notice by County, payment may be withheld by County for the duration of any failure of Municipality to comply with a term, condition, or requirement of this Agreement; County shall promptly pay the amount withheld to Municipality when Municipality's noncompliance is cured to the reasonable

satisfaction of Contract Administrator, provided that at such time Municipality is in full compliance with all other material terms and conditions of the Agreement.

5.5. Deadline for Expenditures. Municipality shall not submit Requests for Payment, and shall not be reimbursed, for any expenditures incurred after December 30, 2020. If as of December 1, 2020, any CARES Funds allocated to Municipality under this Agreement have not been previously requested by Municipality pursuant to a Request for Payment ("Remaining Funds"), in order to retain eligibility for the Remaining Funds, Municipality shall submit a certification from its Mayor or Manager (or other person with substantially similar authority and responsibility) ("Expenditure Certification") no later than December 5, 2020, stating that Municipality expects to complete the Projects and incur Eligible Expenditures in the amount of the Remaining Funds by December 30, 2020. The Expenditure Certification must include: (i) a Request for Payment equal to the Remaining Funds; or (ii) evidence satisfactory to County of timely forthcoming Requests for Payment in an amount equal to the Remaining Funds. If Municipality fails to timely submit the Expenditure Certification and all necessary supporting documentation, County shall be relieved of any further financial obligation to Municipality for the Remaining Funds and County may reallocate the Remaining Funds to another municipality or Eligible Expenditure (including eligible expenditures by County). If Municipality submits the Expenditure Certification but fails to incur Eligible Expenditures in the amount of the Remaining Funds by December 30, 2020, or fails to submit a timely Request for Payment for such Remaining Funds by [REDACTED], Municipality shall pay County, no later than thirty (30) days after the expiration of the Term of this Agreement, an amount equal to the Remaining Funds less any portion of the Remaining Funds that Municipality timely expended (for Eligible Expenditures) and as to which Municipality submitted a timely Request for Payment.

5.6. Suspension of Payment. County may suspend payment, in whole or in part, to Municipality under this Agreement upon the occurrence of any of the following events: (a) ineligible use by Municipality of CARES Funds under this Agreement or the CARES Act; (b) Municipality's failure to comply with terms of this Agreement; (c) failure to submit reports as required by this Agreement; (d) submission of incorrect or incomplete reports or Requests for Payment in any material respect; or (e) Municipality's failure to comply with the indemnification obligations under this Agreement. If County elects to suspend payment to Municipality pursuant to this section, County shall provide written notice to Municipality specifying the actions that must be taken by Municipality as a condition precedent to resumption of payments and specifying a reasonable date by which Municipality must take such actions. If County determines that the specified actions were taken by Municipality by the date set forth in the notice, County shall resume payments under this Agreement.

5.7. Recoupment. Municipality shall be required to repay to County any CARES Funds determined by County, in County's reasonable discretion, to be ineligible for reimbursement under the terms of this Agreement, or determined by the federal government to be ineligible use(s) of CARES Funds, including, but not limited to upon the occurrence of any of the following: (a) Municipality's use of any CARES Funds for ineligible expenses or activities; (b) any overpayment by County; (c) any CARES Funds are expended by Municipality, or any of its

subcontractors, in violation of this Agreement; or (d) if County is required to refund any CARES Funds that were paid to Municipality under this Agreement or proceeds from or interest on such amounts, including proceeds from sales or disposals of assets purchased by Municipality using CARES Funds and interest received by Municipality on CARES Funds held in interest-bearing accounts. Municipality shall repay any amounts required to be repaid to County under this Agreement from nonfederal sources within thirty (30) days after written notice is provided by County. If such amounts are not timely repaid, County may, in its sole discretion, withhold payment on any pending or subsequent Request for Payment by Municipality, or offset Municipality's obligation to repay County under this Agreement by applying it as a credit against any other funds owed by County to Municipality under this or any other agreement or any other payment obligation. Municipality agrees that the repayment obligations under this section shall apply regardless of whether CARES Funds were believed or determined by County to be eligible for reimbursement to Municipality prior to the occurrence of the event triggering the repayment obligation hereunder. Municipality waives any present or future defense, counterclaim, or setoff, regardless of the basis, known or unknown, that Municipality may have to any action by County in enforcing the repayment obligation set forth in this section.

5.8. Security. In addition to County's rights under this Agreement, and notwithstanding any distribution requirement otherwise provided in Florida law, the Florida Administrative Code, the Florida Department of Revenue's rules and procedures, or any other law, rule, regulation or procedure, if Municipality fails to repay County as required in Sections 5.5 or 5.7, Municipality authorizes County to withhold from any revenues, including taxes and fees, that County collects on behalf of Municipality an amount equal to the amount owed by Municipality, which shall be held in a separate account as security until Municipality repays to County all sums owed pursuant to this Agreement.

ARTICLE 6. MUNICIPALITY COVENANTS

6.1. CARES Funds Eligibility Criteria. Municipality acknowledges and agrees that CARES Funds may only be utilized to cover expenses that (a) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (b) were not accounted for in Municipality's budget most recently approved as of March 27, 2020; and (c) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. Municipality further acknowledges and agrees that CARES Funds may not be used to fill shortfalls in government revenue or to cover expenditures that would not otherwise qualify as eligible expenses under the CARES Act. Municipality warrants and represents that Municipality will only request, receive, or accept CARES Funds under this Agreement for Eligible Expenditures that comply with all of these requirements and limitations and all requirements and limitations of the CARES Act, including as such may be amended.

6.2. Use of CARES Funds. Municipality represents and agrees that the funding provided by County to Municipality under this Agreement will be utilized by Municipality only for the Projects, each of which is an Eligible Expenditure as permitted under the CARES Act, as specified in

Exhibit A and in accordance with the Project budget set forth in Exhibit B and the Timeline set forth in Exhibit C.

6.3. Proceeds. Municipality shall not sell or otherwise dispose of any assets acquired using CARES Funds in exchange for compensation (monetary or in-kind). If Municipality sells or otherwise disposes of any assets acquired using CARES Funds in exchange for compensation of any kind prior to December 30, 2020, Municipality shall transfer the proceeds from any such sale or disposal, if any, to County, or pay County the cash equivalent of the in-kind value, within three (3) business days after receipt by Municipality of such proceeds.

6.4. Grants or Loans. Any refunds or repayments of grants or loans, in whole or in part, made by Municipality to recipients or borrowers using CARES Funds must be transferred to County within three (3) business days after receipt by Municipality of the repayment from the recipient or borrower of the grant or loan.

6.5. Interest. If any CARES Funds are prepaid directly to Municipality, any interest earned or other investment proceeds received by Municipality on such CARES Funds, including by deposit in an interest bearing account[, shall be used only for Eligible Expenditures for the Projects, and if unspent on December 30, 2020, must be transferred by Municipality to County within three (3) business days after receipt by Municipality of the interest or proceeds].

6.6. No Independent Funding Obligation. Municipality acknowledges and agrees that County is not obligated by the CARES Act or any other law, rule, or regulation to provide any CARES Funds to Municipality, that County voluntarily has elected to distribute a portion of CARES Funds to Municipality, and that County's obligation to provide CARES Funds to Municipality shall be limited to the CARES Funds as set forth in Exhibit B and subject to the terms and conditions of this Agreement.

ARTICLE 7. INDEMNIFICATION

Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Municipality, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Municipality under this Agreement may be retained by County until all Claims subject

to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. AUDITING

8.1. Audit Rights. In addition to the federal audit requirements of Section 8.4, County shall have the right to audit the books, records, and accounts of Municipality and any subcontractors (collectively, the “Audited Entities”) providing goods or services for which funding or reimbursement is sought under this Agreement (the “Contract Records”). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this Agreement may include, but are not limited to, on-site visits by County staff, interviews of staff of any of the Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

8.2. Retention of Records. Audited Entities shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make same available in written form at no cost to County.

Contract Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance relating to the Projects. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance relating to the Projects of any of the Audited Entities.

Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Projects or this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). The Projects and all expenditures relating to the Projects shall be subject to County’s review, critique, and analysis for the duration of the Project.

8.3. Audit Results. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County’s disallowance and recovery of any payment made or based upon such

entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Municipality in addition to any required adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made by Municipality to County within thirty (30) days after presentation of County's findings to Municipality.

8.4. Federal Audit Requirements. Municipality shall comply with the requirements, standards, and the applicable provisions set forth in the Single Audit Act (31 U.S.C. Sections 7501-7507) and the related provisions of 2 C.F.R. Part 200 (Uniform Guidance), including 2 C.F.R. Part 200.303, 2 C.F.R. Part 200.330 through 332, and Subpart F, Audit Requirements. Municipality shall comply with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, and Chapter 10.550, Rules of the Auditor General, State of Florida, as applicable. The audit required under 2 C.F.R. Part 200 must be filed with County within one hundred twenty (120) days after the close of the fiscal year of Municipality. All CARES Funds provided by County must be shown via explicit disclosure in Municipality's annual financial statements or the accompanying notes to the financial statements.

ARTICLE 9. TERMINATION

9.1. County's obligations under this Agreement are subject to the availability of CARES Funds. If CARES Funds become unavailable, County may terminate this Agreement upon written notice to Municipality no less than three (3) days prior to the effective termination date stated in the notice. This Agreement may also be terminated by the Board upon fifteen (15) days' prior written notice to Municipality if the Board determines that the emergency circumstances of the COVID-19 crisis require that the CARES Funds be otherwise allocated. [This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.]

9.2. This Agreement may be terminated for cause by the 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.

9.3. This Agreement may be terminated for cause by County for reasons including, but not limited to any of the following:

9.3.1. Repeated submission by Municipality (whether negligent or intentional) for payment of false or incorrect Requests for Payment;

9.3.2. Fraud, misrepresentation, or material misstatement in the performance of this Agreement by Municipality or its subcontractor(s);

9.3.3. Municipality's failure to comply with applicable federal, state, or local law or regulations; or

9.3.4. Municipality's utilization of the CARES Funds provided under this Agreement in a manner that violates applicable law, the CARES Act, or for uses or purposes other than the Projects.

9.4. [This Agreement may be terminated for convenience by either Party, which termination date shall be not less than thirty (30) days after the date of such written notice.]

9.5. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.6. If this Agreement is terminated for any reason, County may, in County's reasonable discretion, reimburse Municipality upon receipt of a Request for Payment in accordance with the terms of this Agreement for documented and committed Eligible Expenditures related to a Project incurred by Municipality prior to the date of Municipality's receipt of the written notice of termination. For purposes of this Agreement, documented and committed Eligible Expenditures related to a Project means any verifiable expense that has already been incurred by Municipality and cannot be recovered, including, but not limited to a purchase order for payment of materials and supplies, executed by Municipality or subcontractor on Municipality's behalf, for a Project under this Agreement. Notwithstanding the above, Municipality shall not expend, or commit to expend, any funds for Eligible Expenditures related to a Project after written notice of termination is provided by Municipality to County or received by Municipality from County. Any payment by County pursuant to this section is subject to all applicable provisions of this Agreement, including the sections surviving termination of this Agreement as set forth in Section 11.22. In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity, all such remedies being cumulative.

ARTICLE 10. INSURANCE

10.1. Municipality is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

10.2. Upon request by County, Municipality must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If Municipality holds any excess liability coverage, Municipality must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

10.3. If Municipality maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and noncontributory basis. County's insurance requirements shall apply to Municipality's self-insurance.

10.4. In the event Municipality contracts with a subcontractor to provide any of the services for a Project, Municipality shall require that each subcontractor procure and maintain insurance coverage that adequately covers each subcontractor's exposure based on the services provided by that subcontractor. Municipality must ensure that all such subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. Municipality shall not permit any subcontractor to provide services for a Project until the insurance requirements of the subcontractor under this section are met. If requested by County, Municipality shall furnish evidence of insurance of all such subcontractors.

10.5. County reserves the right, but not the responsibility, to periodically review any and all insurance policies.

ARTICLE 11. MISCELLANEOUS

11.1. Nondiscrimination. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Municipality shall include the foregoing or similar language in its contracts with subcontractors for goods or services that constitute Eligible Expenditures.

11.2. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Municipality to manage and supervise the performance of this Agreement. Any determination by the Contract Administrator that this Agreement authorizes the Contract Administrator to make shall be binding on the Parties. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Agreement.

11.3. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with same. At the request of County, Municipality shall, in accordance with applicable law, respond to any request for public records received by County relating to the Project. Any other public records request shall be responded to by the receiving party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Any material submitted to County that Municipality contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Municipality must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Municipality as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless

otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality. Municipality shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

11.4. Independent Contractor. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or between County and any Subcontractor. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

11.5. 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 sovereign immunity by County or Municipality, nor shall anything included herein be construed as consent by County or Municipality to be sued by third parties in any matter arising out of this Agreement. County and Municipality are subdivisions of the State of Florida, 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.

11.6. Third-Party Beneficiaries. Neither Municipality 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.

11.7. 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 email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email 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
Attn: County Administrator
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: bhenry@broward.org

With a copy to:

Broward County
Attn: County Attorney
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
Email address: ameyers@broward.org and aashton@broward.org

FOR MUNICIPALITY:

[REDACTED]
[REDACTED]
[REDACTED]

Email address: [REDACTED]

11.8. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section (unless County subsequently consents thereto in writing) shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity, all such remedies being cumulative.

11.9. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's or Municipality'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. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.10. Compliance with Laws. Municipality must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. Municipality hereby accepts and shall comply

with the additional terms for federally funded contracts set forth in Exhibit E, to the extent applicable.

11.11. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, that execution of this Agreement is within each Party's legal powers, and that each individual executing this Agreement is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

11.12. Severability. If 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.

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

11.14. 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. To be effective, any approval under this Agreement made by or on behalf of the County must be in writing.

11.15. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect unless otherwise expressly stated herein.

11.16. 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 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 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, EACH OF MUNICIPALITY AND COUNTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.17. Amendments. Except as expressly authorized herein, no modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Municipality.

11.18. 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.

11.19. Payable Interest

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

11.19.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.20. 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.

11.21. 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.

11.22. Survivability. Notwithstanding any expiration or termination of this Agreement, the following provisions shall survive expiration and termination: Section 4.5 (Final Financial Report); Section 5.5 (Deadline for Expenditures); Section 5.7 (Recoupment); Section 5.8 (Security); Article 6 (Municipality Covenants); Article 7 (Indemnification); Article 8 (Auditing); Section 11.3 (Public Records); Section 11.5 (Sovereign Immunity); Section 11.6 (Third-Party Beneficiaries); Section 11.16 (Law, Jurisdiction, Venue, Waiver of Jury Trial); and Section 11.19 (Payable Interest); and this Section 11.22 (Survivability).

(The remainder of this page is 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 County Administrator, authorized to execute same by Board action on the _____ day of _____, 20____, and Municipality, signing by and through its _____ duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

_____ day of _____, 20____

(Signature)

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

(Print Name of Witness)

By _____
[Name] (Date)
[Title]

**AGREEMENT BETWEEN BROWARD COUNTY
AND CITY OF FOR CARES ACT FUNDING**

MUNICIPALITY

ATTEST:

CITY OF _____

CITY CLERK

By: _____
CITY MAYOR

Print Name

____ day of _____, 20__

I HEREBY CERTIFY that I have approved
this Agreement as to form and legal
sufficiency subject to execution by the parties:

City Attorney

**EXHIBIT A
SCHEDULE OF PROJECTS**

DRAFT

**EXHIBIT B
BUDGET**

Total CARES Funds: \$ [_____]

DRAFT

EXHIBIT C
PROJECT TIMELINE

DRAFT

EXHIBIT D
REQUEST FOR PAYMENT AND REQUIRED DOCUMENTATION

1. Municipality:			
2. Telephone Number:			
3. Billing Number:			
4. Billing Period Covered:			
5. % of Total Contract, Expended through this Billing:			
6. Expenditures	Total Expenditures Up to Last Billing	Expenditures This Billing	Total Expenditures To Date
A. Project Name			
Total Expenditures			
Maximum Funds under Agreement			
Balance Remaining Under Agreement			

7. Details of Request for Payment (Attach copies of Invoices and/or Other Applicable Documentation)				
Project Name	Type of Eligible Expenditure ⁽¹⁾	Invoice # (If Applicable)	Description of Good/Service	Amount

⁽¹⁾ Eligible Expenditure category must correspond to a category of Eligible Expenditure set forth in Exhibit F to the Agreement.

Total Request for Reimbursement \$ _____

Certification:

Understanding that County is relying on this certification to provide CARES Funds to Municipality, I certify that Items 1 - 7 of this billing are correct and just; that the work, goods, and/or services are in accordance with the Agreement, including any amendments thereto; and that the expenditures are Eligible Expenditures and in compliance with the requirements of the CARES Act.

Signature and Title of Authorized Official

Date

Required Documentation

Comment [A1]: County Administration to provide list of documentation

Along with each Request for Payment, Municipality shall submit the documentation itemized below ("Required Documentation") with each invoice for CARES Funds.

Required Documentation includes:

1. A certification in accordance with Section 5.2 that all funds received and utilized to date under this Agreement were utilized only for Eligible Expenditures;
2. Documentation of costs associated with any Municipality personnel providing any services for the Project, if applicable;
3. An executed copy of each subcontractor contract authorizing work, services, or activities to be performed for the Project, if applicable and not previously submitted to County;
4. A certified copy of the purchase order or other Municipality document authorizing the work, services, activities, or materials for which Municipality is invoicing;
5. A copy of all subcontractor invoices for the Project indicating the work, services, or activities rendered or materials purchased and the dates for same, certified by Municipality's administrator or manager of the Project, as applicable;
6. A certification from Municipality's administrator or the administrator's authorized representative certifying that the work, services, or activities, or materials being invoiced have been received or completed;
7. Any additional documentation required by any additional provision of Federal Law; and
8. Any additional documentation that may be reasonably requested by Contract Administrator.

EXHIBIT E
FEDERAL PROVISIONS

1. Municipality shall comply with the following Federal provisions, if applicable:

a. Municipality agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

b. Municipality shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

c. Municipality agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C until the termination or expiration of this Agreement. Municipality further agrees to include a provision requiring such compliance in its lower tier covered transactions relating to this Agreement. Municipality affirms and verifies that neither Municipality, nor any of its principals (defined at 2 C.F.R. § 180.995) or affiliates (defined at 2 C.F.R. § 180.905), are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

d. The foregoing subsections are material representations of fact relied upon by County. If it is later determined that Municipality did not comply with 2 C.F.R. Part 180, subpart C or 2 C.F.R. Part 3000, subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including, but not limited to suspension and/or debarment.

e. Municipality shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Among other things, Municipality shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recover materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2. By execution of this Agreement, Municipality certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement,

and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. Municipality shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Municipality certifies or affirms the truthfulness and accuracy of each statement of the foregoing certification and disclosure, if any. In addition, Municipality understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

EXHIBIT F
SCHEDULE OF ELIGIBLE EXPENDITURES

A. **Categories of Eligible Expenditures:**

1. Medical expenses such as:

- a) COVID-19-related expenses of public hospitals, clinics, and similar facilities.
- b) Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
- c) Costs of providing COVID-19 testing, including serological testing.
- d) Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
- e) Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.

2. Public health expenses such as:

- a) Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
- b) Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
- c) Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
- d) Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
- e) Expenses for public safety measures undertaken in response to COVID-19.
- f) Expenses for quarantining individuals.

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID19 public health emergency.

Comment [A2]: County Administration to decide which types of expenditures they would like to cover under the city funding agreements based on general guidance.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - a) Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - b) Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - c) Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - d) Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - e) COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - f) Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - a) Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - b) Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - c) Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the CARES Act eligibility criteria.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH ASHBRIITT, INC., FOR EMERGENCY RESPONSE AND DEBRIS MANAGEMENT AND RECOVERY SERVICES UNDER THE COOPER CITY REQUEST FOR PROPOSAL (RFP) 2019-3-PW WHICH IS EFFECTIVE THROUGH AUGUST 29, 2024, IN AN AMOUNT THAT WILL EXCEED THE ANNUAL VENDOR THRESHOLD AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) EACH YEAR THE CONTRACT IS IN PLACE AND AUTHORIZING SUCH PURCHASES THAT ARE TO BE MADE WITHIN THE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Ashbriitt Inc piggy back for emergency debris services, R-2020- Ashbriitt Agreement for Emergency Response and Debris Management and Recovery Services (Piggyback Cooper City), AshBriitt Agreement - Executed



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Thomas J. Ansbro, City Attorney Thomas J. Ansbro
Digitally signed by Thomas J. Ansbro
DN: cn=Thomas J. Ansbro, o=City of Dania Beach, ou=Legal
Department, email=tansbro@dania-beach.fl.gov, c=US
Date: 2020.07.22 09:45:14 -0400

SUBJECT: Piggyback Agreement with Ashbritt, Inc. based on Cooper City Contract for Emergency Response and Debris Management and Recovery Services Agreement

The Request

To piggy back off of the Cooper City Emergency Response and Debris Management and Recovery Services Agreement with Ashbritt, Inc.

Background

The City has a contract with Ashbritt which is a piggyback from a City of Weston contract. However, the Weston contract is no longer in effect as the City of Weston decided to go out to bid for disaster debris services. Consequently, our contract may be held as invalid since the base contract with Weston no longer exists. Our City is in the process of issuing its own bid for emergency response and debris management and recovery services, and for coordination of debris management services to ensure the City can look to FEMA for reimbursement. FEMA may not approve reimbursement of a piggyback contract, so the bid process is being actively pursued. As Florida is currently in the early part of the hurricane season, there is a risk that we may need hauling services and we should be prepared to have a contract in place for interim emergency response and debris management and recovery services, since it will take some time to complete the bid selection process. Additionally, the City's new procurement/contracting officer is currently on maternity leave, and due to the Administration's concentration on COVID-19 related matters, the bid process has been delayed.

In order to ensure the City has all necessary assistance in place, should a hurricane cause damage in the City, the Administration recommends as an interim measure approval of the piggy back to the Cooper City agreement with Ashbritt.

Budgetary Impact

The City has budgeted funds in case of a hurricane.

Recommendation

It is recommended that the City Commission approve the piggy back to the Cooper City with Ashbritt for emergency response and debris management and recovery services pursuant to an agreement.

TJA/EAB/la

cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa-Cruz, Assistant City Manager
Fernando Rodriguez, Director, Public Services Department
Frank DiPaolo, Finance Director

RESOLUTION NO. 2020-078

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH ASHBRIIT, INC., FOR EMERGENCY RESPONSE AND DEBRIS MANAGEMENT AND RECOVERY SERVICES UNDER THE COOPER CITY REQUEST FOR PROPOSAL (RFP) 2019-3-PW WHICH IS EFFECTIVE THROUGH AUGUST 29, 2024, IN AN AMOUNT THAT WILL EXCEED THE ANNUAL VENDOR THRESHOLD AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) EACH YEAR THE CONTRACT IS IN PLACE AND AUTHORIZING SUCH PURCHASES THAT ARE TO BE MADE WITHIN THE DEPARTMENTS' 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 Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold or limitation at \$25,000.00; and

WHEREAS, the City is requesting approval of an agreement with Ashbriit, Inc. for emergency response and debris management and recovery services, valid through August 29, 2024, under the terms of the City of Cooper City agreement ("piggyback contract") which provides for three renewal options, subject to approval of both the City of Cooper City and Ashbriit, Inc.; and

WHEREAS, City Administration recommends approval of an agreement with Ashbriit, Inc. to provide interim emergency debris hauling and related services; and

WHEREAS, Ashbriit, Inc. expenditures are anticipated to exceed the City vendor threshold of Twenty Five Thousand Dollars (\$25,000.00);

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 to be true and correct and they are made a part of and are incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute an agreement with Ashbritt, Inc., for emergency response and debris management and recovery services; a copy of the Agreement is attached as Exhibit “A” and is incorporated into this Resolution by this reference as is the Cooper City Agreement and documents, attached as Exhibit “B”.

Section 3. That all Departments’ purchases related to Ashbritt Inc. shall be subject to and made within the respective Departments’ approved annual budget appropriations and will exceed the annual fiscal year vendor threshold of Twenty-Five Thousand Dollars (\$25,000.00) each year the contract is in place.

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 take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on July 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 ASHBRIIT, INC.,
A FLORIDA CORPORATION, FOR EMERGENCY RESPONSE AND DEBRIS
MANAGEMENT AND RECOVERY SERVICES**

This is an Agreement (“Agreement”) dated _____, 2020, 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 Ashbriit Inc., a Florida corporation (“Contractor”), with its principal mailing address of 565 East Hillsboro Blvd., Deerfield Beach, FL 33441.

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 Cooper City and any amendment(s) to it, under the Cooper City Request for Proposal (RFP) 2019-3-PW is effective through August 29, 2024. A copy of the Agreement is attached as Exhibit “A”, and made a part of and are incorporated into this Agreement by this reference, and it 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 Cooper City, or any city in Florida for these same services, then Contractor shall provide such lower service rates to the City. The City reserves the right to terminate this Agreement upon fifteen (15) days’ written notice, since this Agreement is deemed to be an interim Agreement. The City intends to seek formal bids for these services and upon an award of bid and execution of such a contract, the services in this Agreement will no longer be necessary.
2. The terms of the Cooper City RFP 2019-3-PW provides for three renewal options, subject to approval of both the Cooper City and Ashbriit, Inc.; the City adopts those terms and incorporates them into this Agreement, subject to the expected interim nature of this Agreement as specified above.
3. That in all other respects, the terms of Exhibit “A” apply to this Agreement.

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

ATTEST:

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

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN MAYOR
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

ANA M. GARCIA, ICMA-CM
CITY MANAGER

THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:
ASHBRITT, INC.
a Florida corporation

Signature

PRINT Name

Title

Dated: _____, 2020

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2020, by _____ as _____ of Ashbritt, Inc., Florida corporation. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name

**AGREEMENT FOR EMERGENCY RESPONSE AND DEBRIS MANAGEMENT AND
RECOVERY SERVICES**

THIS AGREEMENT made and entered into on this 30 day of August, 2019, by and between:

CITY OF COOPER CITY, FLORIDA, a municipal corporation, of the State of Florida, with a business address of 9090 SW 50th Place, Cooper City, Florida 33328, hereinafter referred to as "CITY",

and

ASHBRITT, INC. with a business address of 565 E. Hillsboro Blvd., Deerfield Beach, FL 33441 hereinafter referred to as "PRIMARY CONTRACTOR",

Recitals

WHEREAS, the CITY may experience massive destruction wrought by the impact of a hurricane landfall, violent storms, spawning tornadoes as well as other natural and/or man- made disasters (hereinafter "Catastrophic Events"); and

WHEREAS, the CITY finds it necessary to contract with Emergency Response and Debris Management and Recovery Contractors in order to remove disaster generated debris from public property and public rights of way so as to protect the public health and safety, minimize economic and environmental impacts and facilitate the restoration of normal public services following a Catastrophic Event; and

WHEREAS, the City finds it necessary to contract with Emergency Response and Debris Recovery Contractors in order to remove disaster generated debris, subject to compliance with any and all local, state and federal regulations, including FEMA requirements so as to protect the public health and safety, minimize economic and environmental impacts and facilitate the restoration of normal public services following a Catastrophic Event; and

WHEREAS, the CITY previously issued a **Request for Proposal No. #RFP 2019-3-PW** (hereinafter "RFP"), for Emergency Response, Debris Management, and Recovery Services on an as needed basis, a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference; and

WHEREAS, other services of the PRIMARY CONTRACTOR may include facilitating communication with the Federal Emergency Management Agency (hereinafter "FEMA"), the Federal Highway Administration (hereinafter "FHWA"), Broward County, the State of Florida and other federal, state or local agencies, and coordination with state insurance representatives; and

WHEREAS, the PRIMARY CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

WHEREAS, FEMA's regulations require that the CITY has a written contract with its PRIMARY CONTRACTORS to be used following Catastrophic Events, as described above; and

WHEREAS, the CITY and the PRIMARY CONTRACTOR has reached a mutual agreement as to the terms and conditions of such services; and

WHEREAS, this Agreement would potentially be invoked for City, County, State and Federally declared emergency disaster events and where the services will only be required when an emergency situation exists which threatens the life, safety or welfare of the citizens of Cooper City; and

WHEREAS, the City Commission of the City of Cooper City, Florida deems it in the best interest of the citizens and residents of the CITY to enter into an agreement with PRIMARY CONTRACTOR for Emergency Response, Debris Management, and Recovery Services.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants, and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1 – Recitals

- 1.1** The foregoing recitals are true and correct and incorporated herein by reference.

Article 2 - Scope of Professional Services

- 2.1 Debris Removal:** It is the intent of this Agreement for the PRIMARY CONTRACTOR to provide the services as described the RFP at Section V, so as to protect the public health and safety, minimize economic and environmental impacts and facilitate the restoration of normal public services. Clean up, demolition and removal will be limited to: (1) that which is determined to eliminate immediate threats to life, public health, and safety; (2) that which has been determined to eliminate immediate threats of significant damage to improved public property (or private property when specifically authorized by the CITY), and; (3) that which is considered essential to ensure economic recovery of the affected community to the benefit of the community-at-large. The Services shall consist of clean up, demolition, removal, reduction, and disposal of debris from CITY streets, roads, and right-of-ways, public property and facilities and any other facility or site as directed by the designated representative of the CITY.

Specifically, the Scope of Services will encompass the services as set forth in the RFP, attached hereto as **Exhibit "A."**

2.1.1 Ownership and Disposal of Debris: The PRIMARY CONTRACTOR shall be responsible for removal of debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. All debris handled by the PRIMARY CONTRACTOR shall become the property of the

PRIMARY CONTRACTOR upon collection. The PRIMARY CONTRACTOR shall be responsible for the lawful disposal of all debris handled or transported. The PRIMARY CONTRACTOR shall not use any disposal site not designated by the CITY without written consent.

2.1.2 Permits and Regulations: All necessary permits, licenses and certificates required for the execution of this Agreement as set forth in **Exhibit "A"** shall be secured and paid for by the PRIMARY CONTRACTOR.

2.1.3 Event Closure: PRIMARY CONTRACTOR will assist the CITY in preparing final reports necessary for reimbursement by FEMA, FHWA and any other applicable agencies for disaster recovery efforts by CITY staff and designated Debris Removal Contractors.

2.1.4 Services and Facilities: It is understood that, except as otherwise specifically stated in this Agreement and Attachments to this agreement, the PRIMARY CONTRACTOR shall provide and pay for all labor, tools, equipment, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the services within the time specified in the Notice-To-Proceed as agreed upon by both parties.

2.2 Supervision by PRIMARY CONTRACTOR: The PRIMARY CONTRACTOR will supervise and direct all Services. The PRIMARY CONTRACTOR is solely responsible for the means, methods, techniques, sequences, safety program and procedures. The PRIMARY CONTRACTOR will employ and maintain on the worksite a qualified supervisor(s) who shall have full authority to act on behalf of the PRIMARY CONTRACTOR and all communications given to the supervisor(s) by the CITY's Authorized Representative shall be as binding as if given to the PRIMARY CONTRACTOR. The name(s) of the supervisor(s) will be supplied to the CITY for each issuance of a Notice to Proceed through an attachment to this Agreement in the form of a Memorandum for the Record.

2.3 Changes in the Scope of Services: The CITY and PRIMARY CONTRACTOR may at any time order changes within the scope of services without invalidating this Agreement. All changes affecting the project's costs or modifications of the terms, conditions, and the scopes of services of this Agreement shall be authorized by means of an official written Contract Change Order that is mutually agreed upon and signed by the CITY and the PRIMARY CONTRACTOR. All changes must be recorded on a written Contract Change Order before PRIMARY CONTRACTOR may proceed with the changes to the services provided. All changes must be allowable, allocable, within the scope of FEMA's grant or cooperative agreement, and reasonable for the completion of the Project. CITY's Signatory Authority for such changes shall be as set for in the CITY's Code of Ordinances.

Article 3- Term of Agreement

3.1 Term: This Agreement shall be effective August 30, 2019 and shall be for an initial period of five (5) years on the date of issuance of a Notice to Proceed.

3.2 Renewal: The Agreement may be extended for one (5) year term under the same terms and conditions, if mutually agreed upon by both parties.

Article 4- Payment

4.1 Pricing for all services shall be done in accordance with PRIMARY CONTRACTOR's Proposal incorporated herein by reference as Exhibit "B".

4.2 The PRIMARY CONTRACTOR expressly agrees that it will not be compensated for disposing of any material not defined as eligible debris. The term "eligible debris" shall have that meaning as given under 44 C.F.R. 206.224 and as further defined in the FEMA Debris Management Assistance Policy Guidebook. The PRIMARY CONTRACTOR and CITY will inspect each load to verify that the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility. No payment will be allowed for that load and the PRIMARY CONTRACTOR will not invoice the CITY for such loads. For each suitable load picked up, hauled, and processed, a record of the cubic yards will be recorded by the PRIMARY CONTRACTOR and numbered tickets shall be supplied to the CITY by the PRIMARY CONTRACTOR and the CITY'S designee on site. Each invoice shall contain verification for each cubic yardage load ticket and also contain a summary sheet indicating, by day, the individual verified load receipt and invoice amounts. The CITY may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal tickets disputed will be returned to the PRIMARY CONTRACTOR within five (5) working days of invoice date for additional clarification prior to payment of those tickets.

4.3 Invoices shall be emailed to Accounting@CooperCityFL.org, or sent via US Mail to City of Cooper City, P.O. Box 290910, Cooper City, FL 33329-0910. All invoices must reference the applicable task order and/or Bid number.

4.4 The CITY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Sections 218.70 through 218.79, Florida Statutes, inclusive.

4.5 Other than the fees set forth herein, the PRIMARY CONTRACTOR shall not be entitled to payment for expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

Article 5- City Obligations

5.1 The CITY shall furnish all information and documents necessary for the commencement of work to include valid written Notices to Proceed. A representative will be designated by the CITY to be the primary contact person for inspecting the work and answering any on-site questions prior to and after activation of this Agreement via a Notice to Proceed. Providing inspectors for the monitoring of debris operations shall be the responsibility of the CITY, as required by Federal law and policy governing those specific operations.

5.2 The CITY shall pre-designate necessary Temporary Debris Storage and Reduction ("TDSR") sites either within the CITY, or as designated by Broward County, for the sole purpose of the temporary storage and reduction of clean woody debris and construction and demolition materials. If requested by the CITY, the PRIMARY CONTRACTOR shall operate the TDSR sites and only PRIMARY CONTRACTOR vehicles and others specifically authorized by the CITY will be allowed to use these sites. The PRIMARY CONTRACTOR shall have a General Operation Plan, which describes the operations PRIMARY CONTRACTOR expects to carry out at each site, i.e., materials handling, reduction, storage, recycling operations, equipment maintenance, etc. The PRIMARY CONTRACTOR shall include provisions for rodent control, noise abatement, etc. If any facilities are utilized for air curtain burning, they must be approved by the CITY and Broward County.

5.3 The CITY may also establish homeowner drop-off sites for debris. If requested by the CITY, the PRIMARY CONTRACTOR shall be responsible for removing all debris from these sites.

5.4 The CITY shall timely pay PRIMARY CONTRACTOR in accordance with Part VII, Chapter 218, Florida Statutes.

Article 6- FEMA Reimbursements and Requirements

Any reference made to PRIMARY CONTRACTOR in this section shall also apply to any Subcontractor under the terms of this Contract. The PRIMARY CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:

6.1 PRIMARY CONTRACTOR shall assist CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of Disaster and Debris Management Services. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries. PRIMARY CONTRACTOR responsibilities in this regard are set forth in **Exhibit "A"**.

6.2 If reimbursement is denied to CITY due to PRIMARY CONTRACTOR's negligence collecting or removing debris, completing project worksheets and load tickets, or documenting work performed, PRIMARY CONTRACTOR upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the CITY, shall reimburse CITY for amounts denied due to PRIMARY CONTRACTOR's negligence. This obligation shall survive the term or termination of this Agreement.

6.3 Notwithstanding anything to the contrary set forth herein, PRIMARY CONTRACTOR shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail.

6.3.1 Equal Employment Opportunity: During the performance of this contract, PRIMARY CONTRACTOR agrees as follows:

(1) PRIMARY CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. PRIMARY CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. PRIMARY CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) PRIMARY CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of PRIMARY CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) PRIMARY CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with PRIMARY CONTRACTOR's legal duty to furnish information.

(4) PRIMARY CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of PRIMARY CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) PRIMARY CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) PRIMARY CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of PRIMARY CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and PRIMARY CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) PRIMARY CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. PRIMARY CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event PRIMARY CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, PRIMARY CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

6.3.2 Davis-Bacon Act: Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). **In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.**

6.3.3 Copeland "Anti-Kickback" Act: PRIMARY CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). PRIMARY CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

6.3.4 Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor

regulations (29 CFR Part 5) PRIMARY CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6.3.5 Clean Air Act: Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended PRIMARY CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

6.3.6. Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935)

- (1) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (2) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

6.3.7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

6.3.8 Compliance with State Energy Policy and Conservation Act. Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

6.3.9 Recovered Materials.

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) Competitively within a timeframe providing for compliance with the contract performance schedule

(ii) Meeting Contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

6.3.10 Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41

6.3.11 Pursuant to 44 CFR 13.36(i)(8), Contractor agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes

6.3.12 Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

(1) The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

(3) In order to comply with Florida's public records laws, the Contractor shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services under the Agreement.

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

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

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

**KATHRYN SIMS
PO BOX 290910
COOPER CITY, FL 33329
(954) 434-4300**

ksims@coopercityfl.org

6.3.13 No Obligation by the Federal Government

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

6.3.14 DHS Seal, Logo, and Flags. The Contractor shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

6.3.15 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

6.3.16 Fraudulent Statements. The Contractor acknowledges that 31 U.S.C. Chap. 38 applies to the Contractor's actions pertaining to this Contract.

Article 7- Termination

7.1 Termination. This Agreement may be terminated by the CITY upon thirty (30) days advance written notice to the other party; but if any work or service/task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the CITY until said work or service(s)/task(s) is completed and accepted.

- A.** Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of CITY with the required 30-day advance written notice, CITY shall reimburse PRIMARY CONTRACTOR for actual work satisfactorily completed.
- B.** Termination for Cause. Termination by CITY for cause, default, or negligence on part of the PRIMARY CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

- C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation or performance in the subsequent fiscal year, this Agreement shall be canceled and the PRIMARY CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of supplies or services/tasks delivered under this Agreement.

Article 8- Insurance

8.1 PRIMARY CONTRACTOR shall not commence performance under this Agreement until has obtained all insurance required under this Article and such insurance has been approved by the Risk Manager of the CITY.

8.2 CERTIFICATES OF INSURANCE reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be endorsed to provide the CITY thirty (30) days' notice of cancellation or the PRIMARY CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days' notice of cancellation. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must not be less than "A" as to management, and Class VI as to financial strength in the latest edition of "Best's Insurance Guide", published by A.M. Best Guide.

8.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Contract are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the PRIMARY CONTRACTOR shall furnish, at least fifteen (15) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The PRIMARY CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. PRIMARY CONTRACTOR shall be responsible for subcontractors and their insurance. PRIMARY CONTRACTOR shall be liable to CITY for any lapse in service resulting from a gap in insurance coverage.

8.4 Required Insurance:

8.4.1 COMPREHENSIVE GENERAL LIABILITY INSURANCE - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$3,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors' coverage.

8.4.2 WORKERS' COMPENSATION INSURANCE - Contractor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for

Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City and its agents, employees and officials.

8.4.3 COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE - Contractor shall provide coverage for all owned, non- owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.

8.4.4 PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) - Contractor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit. The Proposer shall either require of its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Proposer's own policies.

8.5 PRIMARY CONTRACTOR shall have its insurer name the City of Cooper City as an additional insured on its General Liability policy and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

8.6 Any insurance required of PRIMARY CONTRACTOR pursuant to this Agreement must also be required by any sub-contractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the PRIMARY CONTRACTOR and provided proof of such coverage is provided to CITY. The PRIMARY CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

8.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

Article 9-Indemnity and Liens

9.1 Indemnity. PRIMARY CONTRACTOR shall indemnify and hold CITY and its Agents, officers, commissioners or employees harmless for any damages resulting from failure of PRIMARY CONTRACTOR to take out and maintain the above insurance. Additionally, PRIMARY CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to protect, defend, indemnify, and hold the City of Cooper City and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses, liabilities of every kind and character resulting from the error, omission or negligent act of PRIMARY CONTRACTOR, its agents, employees or representative, in the performance of PRIMARY CONTRACTOR's duties set forth in this Agreement. PRIMARY CONTRACTOR further agrees to investigate, handle, respond to, provide defenses for and defend any such claims, etc., even if such claim is groundless, false or fraudulent.

9.2 Warranty of Title and Waiver of Liens. The PRIMARY CONTRACTOR shall not at any time suffer or permit any lien, attachment, or any other encumbrance under the laws of the State of Florida or otherwise by any person or persons whomsoever to remain on file with the CITY against any money due or to become due for any work done or materials furnished under this Agreement or by any reason or claim or demand against PRIMARY CONTRACTOR. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment by virtue of this Agreement.

Article 10- Subcontractors

10.1 Local Resources The PRIMARY CONTRACTOR shall, to the extent practicable, give priority to utilizing resources in CITY and surrounding areas, including but not limited to procuring supplies and equipment, awarding subcontracts, and employing workers.

10.2 Subcontractors

10.2.1 The PRIMARY CONTRACTOR shall be fully responsible to the CITY for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them, as the PRIMARY CONTRACTOR is for the acts and omissions of persons employed by it. The PRIMARY CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts, which reflect the termination provisions that the CITY may exercise over the PRIMARY CONTRACTOR under this Agreement.

10.2.2 Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the CITY or subject the CITY to liability of any kind to any subcontractor. The PRIMARY CONTRACTOR shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the CITY upon activation of the Agreement and updated by the PRIMARY CONTRACTOR to the CITY on a biweekly basis during said activation.

10.2.3 PRIMARY CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFP, to provide and perform such services to CITY'S satisfaction for the agreed compensation, and meets all other requirements of the RFP, including without limitation insurance requirements. PRIMARY CONTRACTOR shall be solely responsible for payment of subcontractors, and its failure to pay subcontractors shall be grounds for withholding future payments to PRIMARY CONTRACTOR, or termination of this Agreement.

10.2.4 The PRIMARY CONTRACTOR shall not use a subcontractor or material supplier against whom the CITY has a reasonable objection to, and shall to the extent practicable subcontract with local firms currently doing business with the CITY. All subcontractors will operate in strict accord with all local, state, and federal laws governing this type of work.

10.2.5 No subcontract shall, under any circumstances, relieve the PRIMARY CONTRACTOR of its liability and obligations under this Agreement and all transactions with the CITY must be through the PRIMARY CONTRACTOR.

Article 11 - Special Conditions

11.1 Independent Contractor: All employees of the PRIMARY CONTRACTOR shall be, at all times, the sole employees of the PRIMARY CONTRACTOR under its sole discretion and not an employee or agent of the CITY. The PRIMARY CONTRACTOR shall supply competent and physically capable employees who shall have and wear proper identification. The CITY reserves the right to require the PRIMARY CONTRACTOR to remove an employee the CITY deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on CITY property is not in the best interest of the CITY. The CITY also reserves the right to dismiss any of the PRIMARY CONTRACTOR's drivers who fail to follow proper safety and traffic rules and regulations.

RFP Section IV, Paragraph 4.24 shall apply. 

11.2 Liquidated Damages: ~~Liquidated damages of \$1,500.00 per day will be deducted from the Agreement sum for each regular workday the PRIMARY CONTRACTOR fails without justifiable excuse to perform in accordance with its contractual obligations or, if the contract does not provide specific performance standards or timeliness requirements, in accordance with general industry standards of performance for similar services under similar conditions. The PRIMARY CONTRACTOR will make every attempt to supply the awarded goods/services within the time frame(s) requested. Repeated failure to supply the goods and services may result in termination of the Agreement for cause and shall be cause-in-need for the CITY to procure in the open market goods/services meeting or similar to those specified in the Agreement and obligate the PRIMARY CONTRACTOR to pay the CITY any increase in costs occasioned thereby.~~

11.3 Pre-event Condition: The PRIMARY CONTRACTOR shall return all staging and process areas to their pre-event condition or better.

11.4 No Solicitation: The PRIMARY CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated work areas during the term of this Agreement.

11.5 Work Hours: The PRIMARY CONTRACTOR will/may conduct its operations seven (7) days per week during the hours of 7 a.m. to 10 p.m. Monday through Friday and 8 a.m. to 10 p.m. on weekends and holidays unless otherwise directed by the CITY. However, unless directed otherwise, volumetric reduction operations at temporary debris storage and reduction sites may be conducted on a twenty-four (24) hour, seven (7) day basis. PRIMARY CONTRACTOR will conduct its services at the times and dates necessary appropriate to perform its duties as provided for in this Agreement.

11.6 Protection of Property: The PRIMARY CONTRACTOR shall not enter upon private property for any reason without obtaining permission, and the PRIMARY CONTRACTOR shall be responsible for the preservation of all public and private property, along and adjacent to the work site(s) and shall use every precaution necessary to prevent damage and injury thereto. When

or where any direct or indirect damage or injury is done to public or private property by or on account of the work, or in consequence of the non-execution thereof on the part of the PRIMARY CONTRACTOR, the PRIMARY CONTRACTOR shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing or rebuilding or otherwise restoring, as may be directed by the CITY, or PRIMARY CONTRACTOR shall make good such damage or injury in an acceptable manner.

11.7 Equipment: All of the PRIMARY CONTRACTOR'S equipment utilized for this Agreement shall be:

- A. In good operating condition and provided with all needed maintenance to sustain this condition for the duration of the Agreement, subject to inspection and approval by the CITY.
- B. Properly registered and insured in accordance with the Motor Vehicle Laws of Florida and in compliance with all federal, state, and local safety regulations.
- C. All loading equipment shall be operated from the road, street, or right-of-way using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the defined roadway/shoulder section unless directed by the CITY. If operation of the equipment shall be required outside of the ride-away, the CITY will provide Right-of-Entry agreements executed with the property owner prior to the PRIMARY CONTRACTOR work being authorized. No tracked equipment shall be operated on any paved or improved roadway surface.
- D. Prior to commencing operations, the PRIMARY CONTRACTOR shall affix to each piece of equipment, signs or markings indicating the Owner/Operator's name and unique identification number. One sign shall be placed on each side of the equipment. For trucks, trailers and other equipment intended to haul debris, the maximum volume of cubic yards of the load bed shall be shown. Signs shall be maintained in an easily readable fashion for the duration of the work hereunder. Minimum letter size shall be three (3) inches in height.
- E. All trucks and trailers utilized in hauling debris shall be provided with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and/or sides, and are constructed in a manner to withstand severe operating conditions. The sideboards must be constructed of 2"x 6" boards or greater and may not extend more than two (2) feet above the medal bed sides. Once installed, all sideboards and extensions must remain in place throughout the operation, or the vehicle shall be re-measured and re-marked. All extensions to the bed are subject to acceptance or rejection by the CITY inspector.

- F. The PRIMARY CONTRACTOR shall use trucks, trailers, and/or equipment approved for use under this Agreement for this Agreement only, and such equipment shall not be used for any other work during the term of this Agreement. A list of approved equipment shall be submitted to the CITY.

11.8 Securing Debris: The PRIMARY CONTRACTOR shall be responsible for properly and adequately securing debris within each piece of equipment utilized to haul debris. Prior to leaving the loading site, the PRIMARY CONTRACTOR shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other coverings shall be provided and used by the PRIMARY CONTRACTOR to prevent materials from falling or being blown from the bed.

11.9 Traffic Control: The PRIMARY CONTRACTOR shall mitigate the impact of operations on local traffic to the fullest extent practicable. The PRIMARY CONTRACTOR is responsible for establishing and maintaining appropriate traffic controls in all work areas. The PRIMARY CONTRACTOR shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable federal, state and local laws, regulations and ordinances governing personnel, equipment and work place.

11.10 Hazardous Materials:

- A. The PRIMARY CONTRACTOR shall set aside and reasonably protect any hazardous materials encountered during debris removal operations. The PRIMARY CONTRACTOR shall notify the CITY of the nature and location of any such debris encountered.
- B. The PRIMARY CONTRACTOR must not transport hazardous materials to the TDSR sites or landfills that are not specifically authorized to accept such materials. However, the PRIMARY CONTRACTOR will be responsible for proper handling and storage of any hazardous materials brought to the TDSR site and if requested to manage the site by the CITY, the PRIMARY CONTRACTOR shall provide a suitable area at each TDSR site to accommodate such hazardous materials. The area shall be lined with impervious material and surrounded with berms or other containment structures to contain potential leakage.
- C. The CITY recognizes that construction and demolition debris might contain small amounts of asbestos, lead based paints, or similar materials. These materials may be handled in the same manner as other debris when they constitute less than twenty percent (20%) of a load of debris destined for a TDSR site. Any load containing more than twenty percent (20%) shall be taken directly to a properly permitted Class I landfill authorized to receive such hazardous waste.

11.11 Inoperable Private Vehicles and Equipment: The PRIMARY CONTRACTOR shall not move abandoned vehicles that interfere with debris removal operations. The PRIMARY

CONTRACTOR shall instead report the location of such vehicles to the City of Cooper City Police Department.

11.12 Reports: The PRIMARY CONTRACTOR shall make daily reports to the CITY to detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done, detailing the street names and address blocks where debris removal was completed. The reports must also include the types and volumes of debris transported, reduced and disposed of.

Article 12- General Conditions

12.1 Interpretation and Venue: This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in the Broward County, Florida.

12.2 Captions: The captions utilized in this Agreement are for purposes of identification only and do not control or affect the meaning or interpretation of any of the provisions hereof.

12.3 Amendment: This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

12.4 Waiver: The failure of either party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver or relinquishment of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

12.5 Civil Rights: During the term of this Agreement PRIMARY CONTRACTOR assures CITY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that PRIMARY CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or martial status, discriminate in any form or manner against PRIMARY CONTRACTOR's employees or applicants for employment. PRIMARY CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

12.6 Other Laws: PRIMARY CONTRACTOR shall at all times comply with all federal, state and local laws, rules and regulations.

12.7 Severability: The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

12.8 Independent Contractor: This Agreement does not create an employee/employer relationship between both Parties. It is the intent of both Parties that the PRIMARY CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee

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

12.9 No Contingent Fees: Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or Infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.10 Dispute Resolution: Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), both Parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the parties shall deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to binding or nonbinding arbitration or mediation.

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

12.12 Exhibits: Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

12.13 Legal Representation: It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

12.14 Notices: Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand, mailed by United States registered or certified mail, sent by facsimile addressed as follows:

As to PRIMARY CONTRACTOR: AshBritt, Inc.

Attention: Dow Knight
565 E. Hillsboro Blvd.
Deerfield Beach, FL 33441

As to CITY:

Kathryn Sims, Interim City Manager
City of Cooper City
PO Box 290910
Cooper City, FL 33329
(954) 434-4300 (phone)
(954) 372-4255 (facsimile)

With a Copy to:

Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
(954) 771-4500 (phone)
(954) 771-4923 (facsimile)

Each party hereto may change its mailing address by giving to the other party notice of such change.

12.15 Entire Agreement: This Agreement is intended by both parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any prior representations, statements, or agreements to the contrary heretofore made.

12.16 Assignment of Rights/Subletting of Contract: Neither this Agreement nor any interest herein shall be assigned, subcontracted, transferred, or encumbered by PRIMARY CONTRACTOR, except with the prior approval of the City Manager or designee, which shall be in his sole and absolute discretion. PRIMARY CONTRACTOR may subcontract any portion of the work required by this Agreement pursuant to a Subcontractor Plan. The Subcontractor Plan shall specify the anticipated work to be completed by subcontractors, and include a list of all such subcontractors. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the City Manager or designee, subject to his approval, prior to use.

12.17 Attorney's Fees: In the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

12.18 Compliance with Federally Required Contract Provisions: PRIMARY CONTRACTOR shall comply with all, local, state, and federally required contract provisions, as amended from time to time.

12.19 PRIMARY CONTRACTOR agrees to:

- a. Comply with Section 287.135, Florida Statutes, which prohibits agencies from contracting with companies for goods or services of any amount that are on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel; The boycott Israel list is created pursuant to 215.4725, Florida Statutes.
- b. As the person authorized to sign on behalf of PRIMARY CONTRACTOR, I hereby certify that the PRIMARY CONTRACTOR is not participating in a boycott of Israel. I understand and agree that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel will be cause for the CITY to terminate this Agreement at the option of the CITY. In addition, the PRIMARY CONTRACTOR may be subject to civil penalties, attorney's fees, and/or costs.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

ATTEST:

Jenna Montoya
JENNA MONTOYA,
ACTING CITY CLERK

APPROVED AS TO FORM:

[Signature]
OFFICE OF THE CITY ATTORNEY

WITNESSES:

Brett Postelli
Print Name: Brett Postelli

Dilia Camacho
Print Name: Dilia Camacho

STATE OF Florida)
)
COUNTY OF Broward)

CITY OF COOPER CITY

BY: Kathryn Sims
KATHRYN SIMS,
INTERIM CITY MANAGER

PRIMARY CONTRACTOR

BY: Dow Knight
Print Name: Dow Knight

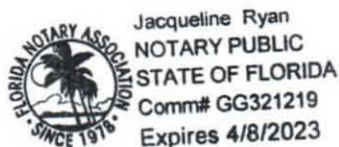
Title: SVP

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Dow Knight as Senior Vice President of AshBritt, Inc., an organization authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification and acknowledged (s)he executed the foregoing Agreement as the proper official of AshBritt, Inc. for the use and purposes mentioned in it and deed of Corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 26th day of August, 2019

My Commission Expires:

Jacqueline Ryan
NOTARY PUBLIC



CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE IMPOSITION OF FIRE RESCUE ASSESSMENTS AND THE PROVISION OF FIRE SERVICES, FACILITIES AND PROGRAMS WITHIN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING AUTHORITY; AFFIRMING THE PROVISIONS AND FINDINGS OF RESOLUTION NOS. 2017-084 AND 2017-105; PROVIDING PURPOSE, EFFECT AND DEFINITIONS; PROVIDING FOR PROVISION AND FUNDING OF FIRE SERVICES; PROVIDING FOR IMPOSITION AND COLLECTION OF SUCH ASSESSMENTS; PROVIDING LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; PROVIDING UPDATED ASSESSMENT CALCULATIONS; ESTABLISHING PRELIMINARY NOT-TO-EXCEED ASSESSMENT RATES FOR FIRE ASSESSMENTS TO PROVIDE FOR THE PROVISION OF FIRE SERVICES, FACILITIES AND PROGRAMS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF MAILED AND PUBLISHED NOTICE OF SUCH HEARING

Purchasing Requests ONLY

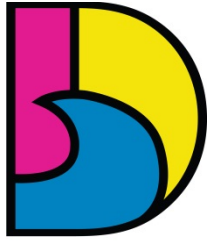
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Memo-Fire Assessment, R-2020- Fire Preliminary Assessment



DANIA BEACH
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CITY OF DANIA BEACH

MEMORANDUM

DATE: July 28, 2020

TO: Honorable Mayor and Commissioners

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

VIA: Frank DiPaolo, Finance Director

SUBJECT: Non-ad valorem assessment rates for Fire Protection Services for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021.

REQUEST

Approval of a preliminary resolution establishing non-ad valorem assessment rates for Fire Protection Services for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021.

BACKGROUND

Since fiscal year 1997-1998, the City has levied an annual assessment to fund a portion of the costs for its Fire Protection Services. The budget and the City's call data was reviewed by the City's rate consultant to provide the assessment rates for the upcoming fiscal year. No EMS costs are funded with revenue from the special assessment.

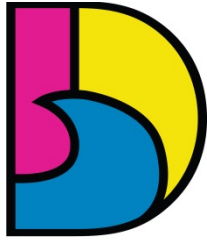
The attached Preliminary Assessment Resolution sets forth the proposed assessment rates for the Fiscal Year 2020-2021. It also provides for a public hearing for the adoption of the final assessment roll for Monday, September 14th, 2020, and for notice for such hearing. The September 14th, 2020 meeting is noticed through the annual TRIM (Truth in Millage) notices forwarded by the Broward County Property Appraiser's Office to all property owners, as well as published notice by the City Clerk. State law requires the City to conduct a public hearing to levy the special assessment, with no less than twenty (20) days' notice of the public hearing. The methodology used for the 2020-21 special assessment is the same used since inception and in 2017 a review was performed to ensure the methodology accurately reflects the nature of Fire Protection Services provided by the City, including call volume and property type.

ATTACHMENTS

Preliminary Assessment Resolution
Proposed Assessment Exhibit for FY2020/21

BUDGETARY IMPACT

The Fire Protection Special Assessment is intended to fund \$6.7 million of the City's Fire Protection budget with a gross levy of approximately \$7 million. The remaining costs of the Fire Protection budget, and all costs of EMS, will be funded by sources other than the special assessment. The residential assessment



DANIA BEACH
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CITY OF DANIA BEACH

MEMORANDUM

rate will increase by \$17.20 to \$240.95. The proposed rates will fund approximately 70% of Fire Protection services.

RECOMMENDATION

Recommend that the City Commission adopt the preliminary resolution establishing the estimated non-ad valorem assessment rate for Fire Protection Services for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021.

RESOLUTION NO. 2020-079

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE IMPOSITION OF FIRE RESCUE ASSESSMENTS AND THE PROVISION OF FIRE SERVICES, FACILITIES AND PROGRAMS WITHIN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING AUTHORITY; AFFIRMING THE PROVISIONS AND FINDINGS OF RESOLUTION NOS. 2017-084 AND 2017-105; PROVIDING PURPOSE, EFFECT AND DEFINITIONS; PROVIDING FOR PROVISION AND FUNDING OF FIRE SERVICES; PROVIDING FOR IMPOSITION AND COLLECTION OF SUCH ASSESSMENTS; PROVIDING LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; PROVIDING UPDATED ASSESSMENT CALCULATIONS; ESTABLISHING PRELIMINARY NOT-TO-EXCEED ASSESSMENT RATES FOR FIRE ASSESSMENTS TO PROVIDE FOR THE PROVISION OF FIRE SERVICES, FACILITIES AND PROGRAMS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF MAILED AND PUBLISHED NOTICE OF SUCH HEARING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in July of 1996, the City of Dania Beach (City) implemented a Fire Rescue Assessment to provide a portion of the funding for the City's fire rescue services and facilities with the adoption of Ordinance No. 10-96 (subsequently codified as Chapter 23, Article VIII of the City of Dania Beach Code of Ordinances), and imposed fire rescue assessments for Fiscal Year 1997-1998 with the adoption of the Initial Rate Resolution, Resolution No. 63-96 (also referred to as Resolution No. 1996-063) and the Final Rate Resolution, Resolution No. 72-96 (also referred to as Resolution No. 1996-72); and

WHEREAS, pursuant to Ordinance No. 10-96 (Ordinance), the reimposition of fire rescue assessments for any Fiscal Year after the year of initial levy (Fiscal Year 1996-1997) requires certain processes and procedures; and

WHEREAS, annually a Preliminary Rate Resolution describing the method of assessing fire rescue costs against Assessed Property located within the City, directing the preparation of an Assessment Roll, authorizing a public hearing and directing the provision of notice of such hearing and an Annual or Final Rate Resolution adopting the final assessment rate and directing billing and collection of such rates are required by the Ordinance for the reimposition of the fire rescue assessments; and

WHEREAS, the City in each year subsequent to 1996 adopted Preliminary and Final/Annual Rate Resolutions in accordance with the requirements of the Ordinance to adopt and impose the Fire Rescue Assessments; and

WHEREAS, to facilitate the understanding of the public and simplify the administration of the Fire Rescue Assessments, the City adopted Preliminary Resolution No. 2017-084 and Annual Resolution No. 2017-105 to supersede and supplant all prior resolutions, without however affecting the validity or effectiveness of any prior resolutions for purposes of the Fire Rescue Assessments adopted and imposed by such prior resolutions; and

WHEREAS, the City has engaged a rate consulting firm to analyze and adjust the City's assessment rates as needed for Fiscal Year 2020-21; and

WHEREAS, the City Commission of the City of Dania Beach, Florida, deems it to be in the best interest of the citizens and residents of the City of Dania Beach to adopt this Preliminary Rate Resolution to begin the process of adopting and imposing Fire Rescue Assessments for Fiscal Year 2020 – 2021.

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

Section 1. **Authority.** That this Resolution is adopted pursuant to the provisions of the Fire Rescue Assessment Ordinance (Ordinance No. 10-96, subsequently codified as Chapter 23, Article VIII of the City of Dania Beach Code of Ordinances); the Initial Assessment Resolution (Resolution No. 63-96, also referred to as Resolution No. 1996-63); the Final Assessment Resolution (Resolution No. 72-96, also referred to as Resolution No. 1996-72); and all subsequent Fire Assessment Resolutions; and Florida Statutes 166.021 and 166.041, and other applicable provisions of law.

Section 2. **Purpose, Effect and Definitions.** That this Resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance which initiates the annual process for updating the Assessment Roll and directs the reimposition of Fire Rescue Assessments for the Fiscal Year beginning October 1, 2020. This Resolution ratifies, confirms and supplements the Ordinance and Preliminary Resolution No. 2017-084 and Annual Resolution No. 2017-105. All findings of special benefit and fair and reasonable apportionment in the Ordinance and

Resolution Nos. 2017-084 and 2017-105 are specifically, confirmed and incorporated in this Resolution by reference.

The Ordinance and Resolution Nos. 2017-084 and 2017-105 shall be referred to for definitions of capitalized terms except for the following terms:

(a) “2017 Methodology Report” shall be the term used in this and subsequent Resolutions to refer to the Methodology Report, dated June 2017 and including a July Addendum, as defined in Resolution No. 2017-084.

(b) “2018 Addendum” means the technical memorandum supplementing the 2017 Methodology Report and updating the calculation of Fire Rescue Assessments for Fiscal Year 2018-19.

(c) “2019 Addendum” means the technical memorandum affirming the rates previously established in the 2018 Addendum as being fair and reasonable for imposition for Fiscal Year 2019-2020.

(d) “2020 Addendum” means the technical memorandum, attached and incorporated within this Resolution as Exhibit A, modifying, affirming and supplementing the 2017 Methodology Report as further modified, affirmed and supplemented by the 2018 and 2019 Addenda, updating the calculation of Fire Rescue Assessments Rates for Fiscal Year 2020-21.

Section 3. **Provision and Funding of Fire Services.** That upon the imposition of Fire Rescue Assessments for fire services, facilities, or programs against Assessed Property located within the City, the City shall provide fire services to such Assessed Property. A portion of the cost to provide such fire services, facilities, or programs shall be funded from proceeds of the Fire Rescue Assessments. The remaining costs required to provide fire services, facilities, or programs shall be funded by lawfully available City revenues other than Fire Rescue Assessment proceeds. No EMS costs are included in the Fire Rescue Assessment, and EMS costs shall not be funded by Fire Rescue Assessment proceeds. It is ascertained, determined, and declared by this Resolution that each parcel of Assessed Property located within the City will be benefited by the City's provision of fire services, facilities, or programs in an amount not less than the Fire Rescue Assessment imposed against such parcel, computed in the manner as set forth in this Preliminary Rate Resolution.

Section 4. Imposition and Computation of Fire Rescue Assessments. That Fire Rescue Assessments shall be imposed against all Assessed Property based on the Fire Assessment rates as updated in the 2020 Addendum using the Fire Class Codes and Fire Basis data maintained by the BCPA for each Assessed Parcel. Fire Rescue Assessments shall be computed in the manner set forth in this Resolution, Resolution Nos. 2017-084 and 2017-105, the 2017 Methodology Report, the 2018 and 2019 Addenda, and as further modified, affirmed and supplemented by the 2020 Addendum which is attached to this Resolution. It is hereby determined and declared that the Fire Rescue Assessments for Fiscal Year 2020-2021 proposed in this Resolution, as may be adopted by a Final or Annual Resolution, shall be collected under the Uniform Assessment Collection Act.

Section 5. Legislative Determinations of Special Benefit and Fair Apportionment. Adoption of this Resolution constitutes a legislative determination that all parcels assessed derive a special benefit and that the Fire Assessed Costs, as defined in Resolution No. 2017-084, are apportioned fairly and reasonably, consistent with the legislative declarations, determinations and findings as set forth in the Ordinance, the Initial Assessment Resolution, as amended, the Final Assessment Resolution, as amended, and all subsequent Preliminary and Annual Resolutions and this Preliminary Resolution. The legislative findings of special benefit and fair apportionment approved in the Ordinance and all prior resolutions are ratified, confirmed and incorporated.

Section 6. Determination of Fire Assessed Costs; Establishment of Proposed Not-to-Exceed Fire Rescue Assessment Rates. The Fire Assessed Cost to be assessed and apportioned among Assessed Property within the City and the Proposed Not-to-Exceed Fire Rescue Assessment Rates for the Fiscal Year commencing October 1, 2020, are presented below. The approval of the Proposed Fire Rescue Assessment Rate Schedule by the adoption of this Preliminary Rate Resolution determines the amount of the Fire Assessed Cost (as identified in the 2020 Addendum) and the maximum, or not-to-exceed, rates that may be imposed and collected for the upcoming fiscal year. The remainder of such Fiscal Year budget for fire rescue services, facilities, and programs shall be funded from lawfully available City revenue other than Fire Rescue Assessment proceeds.

PROPOSED NOT-TO-EXCEED FIRE RESCUE ASSESSMENT RATES

PROPERTY USE CATEGORIES	RATE BASIS	RATE
Residential	Per Dwelling Unit	\$240.95
Vacant	Per Acre	\$235.99
Commercial	Building Area in Square Feet	
	≤ 1,999	\$1,145.26
	2,000 – 3,499	\$1,556.53
	3,500 – 4,999	\$2,475.24
	5,000 – 9,999	\$4,302.21
	10,000 – 19,999	\$8,247.43
	20,000 – 29,999	\$11,784.57
	30,000 – 39,999	\$18,754.94
	40,000 – 49,999	\$22,100.52
	≥ 50,000	\$24,013.54
Industrial/Warehouse	Building Area in Square Feet	
	≤ 1,999	\$211.06
	2,000 – 3,499	\$280.96
	3,500 – 4,999	\$462.99
	5,000 – 9,999	\$805.95
	10,000 – 19,999	\$1,450.70
	20,000 – 29,999	\$2,489.89
	30,000 – 39,999	\$3,650.94
	40,000 – 49,999	\$4,695.16
	≥ 50,000	\$4,563.67

Section 7. Preliminary Assessment Roll. The City Manager or designee is directed to prepare, or cause to be prepared, an updated Preliminary Assessment Roll for the Fiscal Year commencing October 1, 2020, in the manner provided in the Ordinance and this Resolution. The updated Assessment Roll shall include all Assessed Properties within the Fire Class Code categories and incorporate the Proposed Rates referenced in Section 6 above. The City Manager or designee shall apportion the estimated Fire Assessed Cost to be recovered through Fire Rescue Assessments in the manner set forth in Resolution Nos. 2017-084 and 2017-105, the 2017 Methodology Report, the 2018 Addendum, the 2019 Addendum,

and as modified and supplemented by the 2020 Addendum and this Resolution. A copy of this Preliminary Rate Resolution, the Ordinance, previously adopted Resolutions, documentation related to the estimated amount of the Fire Assessed Cost to be recovered through the imposition of Fire Rescue Assessments, and the updated Preliminary Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the updated Preliminary Assessment Roll proposed for the Fiscal Year beginning October 1, 2020, be in printed form if the amount of the Fire Rescue Assessment for each parcel of Assessed Property can be determined by the use of a computer terminal available to the public.

It is ascertained, determined, and declared by this Resolution that the method of determining the Fire Rescue Assessments for fire services as set forth in this Preliminary Rate Resolution is a fair and reasonable method of apportioning the Fire Assessed Cost among parcels of Assessed Property located within the City.

Section 8. **Authorization of Public Hearing.** That there is established a public hearing to be held at 7:00 p.m. on September 14, 2020, in the City of Dania Beach City Commission Chamber, 100 West Dania Beach Boulevard, Dania Beach, Florida, or as a virtual public meeting held in accordance with authorized communications media technology protocols, as provided on the City's website, the meeting agenda or the TRIM notice mailed by the Property Appraiser, at which time the City Commission will receive and consider any comments on the Fire Rescue Assessments from the public and affected property owners and consider imposing Fire Rescue Assessments for the Fiscal Year beginning October 1, 2020 and collecting such assessments on the same bill as ad valorem taxes. Adoption of the Annual Resolution after the public hearing and approval of the Final Roll shall be the final adjudication of the issues presented (including, but not limited to, the determination of benefit and fair apportionment, the method of apportionment and levy, the Fire Protection Assessment Rates, the Final Roll and the levy, collection and lien of the Fire Protection Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the adoption of the Annual Resolution.

Section 9. **Notice of Publication.** That the City Clerk shall publish a notice of the public hearing authorized by Section 8 of this Preliminary Rate Resolution in the

manner and time provided in Section 2.04 of the Ordinance. The notice shall be published no later than August 24, 2020.

Section 10. **Notice by Mail.** That the Director of Finance shall provide information on the public hearing and the proposed not-to-exceed rates to the Broward County Property Appraiser's Office to be included in the TRIM (Truth in Millage) Notice to serve as first class notice as required by the Ordinance.

Section 11. **Application of Assessment Proceeds.** That proceeds derived by the City from the Fire Rescue Assessments will be utilized for the provision of fire services, facilities, and programs and will not be used for any EMS costs or services. In the event there is any unexpended or uncommitted assessment revenue remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire services, facilities, and programs.

Section 12. **Conflict.** That all resolutions or parts of resolutions in conflict with this Resolution are superseded and supplanted to the extent of such conflict.

Section 13. **Severability.** That if any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 14. **Effective Date.** That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on July 28, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

EXHIBIT A

CITY OF DANIA BEACH, FLORIDA

2020 ADDENDUM

July 21, 2020

**2020 Addendum to the
2017 Methodology Report and Prior Addenda**

Prepared by Munilytics, Inc.



Report Commission

This study was commissioned by the City of Dania Beach as part of its annual fire services special assessment program. The study evaluated the assessment roll for FY2020-2021 in light of the 2017 assessment methodology used to levy the assessment that year and in subsequent years. As part of this update, the FY2020-2021 roll was also prepared.

Study Conclusions

The study concludes that the FY2020-2021 assessment tranches changed due to new development and the City's desire to derive a larger percentage of the fire services costs from the assessment.

The initial evaluation of the assessment roll, based upon the proposed rates show the follow gross assessment amounts:

Amount Expected to be Levied in Each Category

	Amount
Vacant Land	177,147.19
Commercial	2,558,386.07
Residential	3,750,103.53
Warehouse/Industrial	<u>537,297.68</u>
Total Levy	<u><u>7,022,934.47</u></u>

We would expect, given the continued level of development underway in the City, that these categories and their applicable rates will need to be adjusted for FY2021-2022. We also recommend that the City consider changing the structure of the assessment in the Commercial and Warehouse/Industrial categories from one that has tranches to one that is based upon the square footage of the protected structures.

Recommended Rates For FY2020-2021:

PROPERTY USE CATEGORIES	RATE BASIS	RATE
Residential	Per Dwelling Unit	\$240.95
Vacant	Per Acre	\$235.99
Commercial	Building Area In Square Feet	
	≤ 1,999	\$1,145.26
	2,000 – 3,499	\$1,556.53
	3,500 – 4,999	\$2,475.24
	5,000 – 9,999	\$4,302.21
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	30,000 – 39,999	\$3,650.94
	40,000 – 49,999	\$4,695.16
	≥ 50,000	\$4,563.67

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE IN THE CITY OF DANIA BEACH, FLORIDA; ESTABLISHING THE NOT TO EXCEED ASSESSMENT RATE FOR SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN BOUNDARIES OF THE CITY OF DANIA BEACH, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE OF SUCH HEARING

Purchasing Requests ONLY

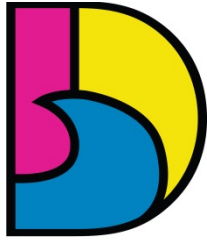
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Memo-Solid Waste Assessment, R-2020- Solid Waste Preliminary Assessment Rate, Waste Management Rate Breakdown October 1, 2020



DANIA BEACH
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CITY OF DANIA BEACH

MEMORANDUM

DATE: July 28, 2020

TO: Honorable Mayor and Commissioners

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

VIA: Frank DiPaolo, Finance Director

SUBJECT: Non-ad valorem assessment rates for Residential Solid Waste Services for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021.

REQUEST

Approval of preliminary resolution establishing estimated non-ad valorem assessment rates for Residential Solid Waste Services for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021.

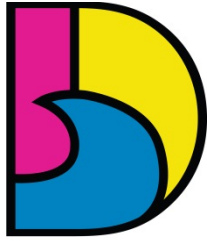
BACKGROUND

The City levies an annual assessment to fund costs for Residential Solid Waste Services. The annual assessment provides a special benefit to real property, using a methodology that fairly apportions the cost of the assessed service among benefitted properties.

The attached Preliminary Assessment Resolution sets forth the proposed assessment rates for the Fiscal Year 2020-2021. It also provides for a public hearing for the adoption of the final assessment roll for Monday, September 14th, 2020, and for notice for such hearing. The September 14th, 2020 meeting is noticed through the annual TRIM (Truth in Millage) notices forwarded by the Broward County Property Appraiser's Office to all property owners, as well as published notice by the City Clerk. State law requires the City to conduct a public hearing to levy the special assessment, with no less than twenty (20) days' notice of the public hearing.

The City's current service provider Waste Management has provided preliminary rates effective October 1, 2020 for Residential Solid Waste Collection Services with an increase of \$0.19 per month, per unit, a total increase of \$2.28 annually.

Based on the current assessment rate the City's Solid Waste function is not funded in whole, requiring the difference to be funded through other General Fund revenues. In order to adequately fund Residential Solid Waste collection services, it is recommended that the annual per unit residential solid waste rates for all dwelling types will increase by \$1.00 per month or \$12.00 per year. It is further recommended (as reflected in the FY2020/21 recommended budget) that the City create a Special Revenue Fund to account for all Solid Waste activities, ensuring the function is self-sustaining and over time, accumulating a reserve



DANIA BEACH
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CITY OF DANIA BEACH

MEMORANDUM

balance that can be used toward additional trash collection, new trash/recycling containers, community outreach programs, and infrastructure improvements.

ATTACHMENTS

Preliminary Assessment Resolution

Waste Management Rate Breakdown October 1, 2020

BUDGETARY IMPACT

Based on the rates provided by Waste Management and the number of units receiving services, the Residential Solid Waste Services Assessment is intended to fund approximately \$2.65 million of the City's Solid Waste function, with a gross levy of \$2.79 million. The assessment rate will increase by \$12.00 to \$377.52. The purpose of the assessment is to provide for the collection and disposal of residential solid waste.

RECOMMENDATION

Recommend that the City Commission adopt the preliminary resolution establishing the estimated non-ad valorem assessment rate for Residential Solid Waste Services for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021.

RESOLUTION NO. 2020-080

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE IN THE CITY OF DANIA BEACH, FLORIDA; ESTABLISHING THE NOT TO EXCEED ASSESSMENT RATE FOR SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN BOUNDARIES OF THE CITY OF DANIA BEACH, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE OF SUCH HEARING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach, Florida, enacted Ordinance No. 09-96 (the "Ordinance"), which authorizes the re-imposition of annual Solid Waste Service Assessments for Solid Waste collection and disposal services, facilities or programs against certain Assessed Property within the City; and

WHEREAS, the imposition of a Solid Waste Service Assessment for Solid Waste collection and disposal services, facilities or programs has proven to be an equitable and efficient method of allocating and apportioning Solid Waste Costs among parcels of Assessed Property located in those incorporated areas of the City annexed pursuant to Chapter 90-483, Laws of Florida (the "Griffin Road Annexation Area") and annexed pursuant to Chapter 2000-474, Laws of Florida (collectively referred to as the "Solid Waste Assessment Area"); and

WHEREAS, on December 9, 2008, the City passed Resolution No. 2008-221 amending Resolution No. 64-96 to use the uniform method of collecting solid waste assessments for all properties located within the boundaries of the City of Dania Beach; and

WHEREAS, the City Commission desires to impose an annual Solid Waste collection and disposal assessment program within the boundaries of the City of Dania Beach, using the property tax bill (the "Ad Valorem" tax bill) collection method for the Fiscal Year beginning on October 1, 2020;

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

Section 1. **Authority.** That this Resolution is adopted pursuant to the provisions of the Solid Waste Service Assessment Ordinance (Ordinance No. 09-96); the Initial Assessment Resolution (Resolution No. 64-96); the Resolution amending Resolution No. 64-96 (Resolution

No. 2008-221); the Final Assessment Resolution (Resolution No. 71-96); Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 2. Purpose and Definitions. That this Resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance which initiates the annual process for updating the Assessment Roll and directs the re-imposition of Solid Waste Service Assessments for the Fiscal Year beginning October 1, 2020. All capitalized words and terms not otherwise defined in this Resolution shall have the meanings set forth in the Ordinance, the Initial Assessment Resolution and the Final Assessment Resolution. Unless the context indicates otherwise, words using the singular number include the plural number, and vice versa.

Section 3. Provision and Funding of Solid Waste Services. That upon the imposition of Solid Waste Service Assessments for Solid Waste collection and disposal against Assessed Property located within the boundaries of the City of Dania Beach, the City shall provide Solid Waste collection and disposal services to such Assessed Property.

It is ascertained, determined, and declared that each parcel of Assessed Property located within the City of Dania Beach will be benefited by the City's provision of Solid Waste collection and disposal services in an amount not less than the Solid Waste Service Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

Section 4. Legislative Determinations of Special Benefit and Fair Appointment. That the legislative determinations of special benefit and fair apportionment embodied in the Ordinance, the Initial Assessment Resolution and the Final Assessment Resolution are affirmed and incorporated in this Resolution by reference.

Section 5. Establishment of Annual Solid Waste Service Assessment Rate. That for the Fiscal Year beginning October 1, 2020, Solid Waste Service Assessments for Solid Waste collection and disposal services, facilities and programs are to be re-imposed and the Solid Waste Cost shall be allocated among all parcels of Assessed Property, as deemed necessary by the City of Dania Beach. A rate of assessment not to exceed \$377.52 for each dwelling unit is established.

Section 6. The City Manager is directed to prepare, or cause to be prepared, an updated Assessment Roll for the Fiscal Year beginning October 1, 2020, in the manner provided in the Ordinance. Such updated Assessment Roll shall contain the following: (1) a summary

description of all Assessed Property within the Solid Waste Assessment Area; (2) the name and address of the owner of record of each parcel as shown on the Tax Roll; and (3) the amount of the Solid Waste Service Assessment for Solid Waste collection and disposal services. Copies of this Preliminary Rate Resolution, the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution and the updated Assessment Roll are maintained on file in the office of the City Clerk and are open to public inspection. The foregoing shall not be construed to require that the updated Assessment Roll be in printed form if the amount of the Solid Waste Service Assessment for each parcel of property can be determined by use of a computer terminal available to the public. The Solid Waste Service Assessment for each parcel of Assessed Property shall be computed by multiplying the assessment rate by the number of Dwelling Units on such parcel.

It is ascertained, determined, and declared that the foregoing method of determining the Solid Waste Service Assessments for Solid Waste collection and disposal services is a fair and reasonable method of apportioning the Solid Waste Cost among parcels of Assessed Property.

Section 7. **Authorization of Public Hearing.** That there is established a public hearing to be held at 7:00 p.m. on September 14, 2020, in the City of Dania Beach City Commission Chamber, 100 West Dania Beach Boulevard, Dania Beach, Florida, or as a virtual public meeting held in accordance with authorized communications media technology protocols, as provided on the City's website, the meeting agenda or the TRIM notice mailed by the Property Appraiser, at which time the City Commission will receive and consider any comments on the Solid Waste Service Assessments from the public and affected property owners and consider re-imposing the Solid Waste Service Assessments for the Fiscal Year beginning October 1, 2020, and collecting such assessments on the same bill as ad valorem taxes.

Section 8. **Notice of Publication.** That the City Clerk shall publish a notice of the public hearing authorized by Section 7 of this Preliminary Rate Resolution in the manner and time provided in Sections 2.04 and 2.08 of the Ordinance. The notice shall be published no later than August 24, 2020, in substantially the form attached to this Resolution.

Section 9. **Notice by Mail.** That the Director of Finance shall provide information on the public hearing and the "not to exceed" rate to the Broward County Property Appraiser's Office to be included in the TRIM (Truth in Millage) Notice which will serve as first class notice as required by the Ordinance, no later than August 4, 2020.

Section 10. Severability. That if any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 11. Conflict. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 12. Effective Date. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED and ADOPTED on July 28, 2020

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

SOLID WASTE SERVICE ASSESSMENTS

Notice is given that the City Commission of the City of Dania Beach will conduct a public hearing to consider re-imposing Solid Waste Service Assessments for the Fiscal Year beginning October 1, 2020, against certain improved residential properties located within those incorporated areas of the City of Dania Beach.

The solid waste service assessments will be computed by multiplying the number of dwelling units on each parcel by the rate of assessment. The rate of assessment for the upcoming fiscal year shall be \$377.52. Unimproved properties, mobile home parks, apartments with four or more dwelling units, condominiums, or commercial properties are not subject to the solid waste service assessment.

Copies of the Solid Waste Service Assessment Ordinance (Ordinance No. 9-96), the Initial Assessment Resolution (Resolution No. 64-96), the Final Assessment Resolution (Resolution No. 71-96), the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and re-imposing the Solid Waste Service Assessments, and the updated Assessment Roll for the upcoming fiscal year are available for inspection at the City Clerk's office.

If you have any questions, please contact the City's Department of Finance at (954) 924-6800 Ext. 3620, Monday through Friday between 9:00 a.m. and 4:00 p.m.

The above special assessments will be collected on the ad valorem tax bill (the "Property tax" bill) to be mailed in November 2020, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property, which may result in a loss of title (ownership) of one's real property. These special assessment programs proved to be successful last year in fairly and efficiently providing a much needed alternative funding and collection approach for these vital and essential services.

A PUBLIC HEARING WILL BE HELD AT 7:00 P.M. ON SEPTEMBER 14, 2020, IN THE CITY OF DANIA BEACH CITY COMMISSION CHAMBER 100 WEST DANIA BEACH BOULEVARD, DANIA BEACH, FLORIDA, OR AS A VIRTUAL PUBLIC MEETING HELD IN ACCORDANCE WITH AUTHORIZED COMMUNICATIONS MEDIA TECHNOLOGY PROTOCOLS, AS PROVIDED ON THE CITY'S WEBSITE, THE MEETING AGENDA OR THE TRIM NOTICE MAILED BY THE PROPERTY APPRAISER, FOR THE PURPOSE OF RECEIVING PUBLIC COMMENT ON ALL OF THE PROPOSED

ASSESSMENTS. All affected property owners have a right to appear at the hearing, to speak at the hearing, and to file written objections with the City Commission within twenty (20) days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's office at (954) 924-6800 Ext. 3624, at least two (2) days prior to the date of the hearing.

**CITY COMMISSION OF THE
CITY OF DANIA BEACH, FLORIDA**

**Waste Management Inc. of Florida
City of Dania Beach
Residential Solid Waste Rate Schedule
Effective October 1, 2020**

	Resi MSW	Resi RCY	Totals
Collection	\$ 13.13	\$ 2.13	\$ 15.26
Disposal	\$ 12.47	\$ 1.20	\$ 13.67
Fuel	\$ 1.47	\$ 0.25	\$ 1.72
Total Rate per Unit	\$ 27.07	\$ 3.58	\$ 30.65

CPI for All Urban Consumers (CPI-U)
Original Data Value

For the City of Dania Beach

(For the Collection Portion of the Rates)

Series Id: CUUR0300SA0,CUUS0300SA0

Not Seasonally Adjusted

Series Title: All items in South urban, all urban consumers, not

Area: South

Item: All items

Base Period: 1982-84=100

Years: 2010 to 2020

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2010	210.056	210.020	211.216	211.528	211.423	211.232	210.988	211.308	211.775	212.026	211.996	212.488	211.338	210.913	211.764
2011	213.589	214.735	217.214	218.820	219.820	219.318	219.682	220.471	220.371	219.969	219.961	219.469	218.618	217.249	219.987
2012	220.497	221.802	223.314	224.275	223.356	223.004	222.667	223.919	225.052	224.504	223.404	223.109	223.242	222.708	223.776
2013	223.933	225.874	226.628	226.202	226.289	227.148	227.548	227.837	227.876	227.420	226.811	227.082	226.721	226.012	227.429
2014	227.673	228.664	230.095	231.346	231.762	232.269	232.013	231.611	231.762	231.131	229.845	228.451	230.552	230.302	230.802
2015	226.855	227.944	229.337	229.957	230.886	232.026	231.719	231.260	230.913	230.860	230.422	229.581	230.147	229.501	230.793
2016	229.469	229.646	230.977	231.975	232.906	233.838	233.292	233.561	234.069	234.337	234.029	234.204	232.692	231.469	233.915
2017	235.492	236.052	236.154	236.728	236.774	237.346	236.942	237.892	239.649	239.067	238.861	238.512	237.456	236.424	238.487
2018	239.772	241.123	241.595	242.486	243.279	243.770	243.776	243.605	243.640	244.163	243.484	242.150	242.737	242.004	243.470
2019	242.547	243.856	245.554	246.847	246.667	246.515	247.250	246.953	246.891	247.423	247.385	247.289	246.265	245.331	247.199
2020	248.005	248.412	248.136	246.254											

Index Change = 5.458

CPI Change = 2.25%



Facility: Reuter Recycling
Computation of Tipping Fee Increase
Effective: October 1, 2020
For the City of Dania Beach

Series ID	Index Measurement	
	WPUFD413112 Producer Price	CUUR/CUUSS35BSA0 Consumer Price
<u>Index as of</u>		<u>Index as of</u>
3/31/2019	163.10	4/30/2019 270.553
3/31/2020	163.90	4/30/2020 269.237
Percent Change	0.49%	Percent Change -0.49%
	(P) = preliminary	

Tipping Fee Adjustment % :

Producer Price	0.49%
Consumer Price	-0.49%
Total Change	0.00%
divided by	2
Average Change	0.002%
percentage of change approved	75.00%
Tipping fee adjustment %	0.0015%

Fee Structure

September 30, 2020 base fee	\$ 85.05	\$ 85.05
Tipping fee adjustment %	0.00%	
Tipping fee adjustment	\$ 0.00	\$ 0.00
October 1, 2020 base fee ----->----->----->----->		\$ 85.06

* Increase based on Section 7(a) of the agreement.

Rebate

Rebate - October 1, 2019	\$ 82,034.47	\$ 82,034.47
Tipping fee adjustment %	0.002%	
Rebate - adjustment	1.26	\$ 1.26
Rebate - October 1, 2020		\$ 82,035.73

PPI Commodity Data

Original Data Value

Series Id: WPUFD413112
Not Seasonally Adjusted
Series Title: PPI Commodity data for Final demand-Durable
Group: Final demand
Item: Durable consumer goods
Base Date: 198200
Years: 2010 to 2020

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2010	145.4	145.2	145.0	144.8	145.0	144.3	144.2	144.3	144.2	145.8	145.6	145.3
2011	145.7	146.0	146.2	146.8	146.6	146.9	147.2	147.3	147.3	149.7	149.7	149.5
2012	150.2	150.3	150.3	150.5	150.2	150.4	151.0	150.9	150.5	152.5	152.7	152.5
2013	152.3	152.3	152.2	152.2	151.8	151.6	151.3	151.3	151.3	153.4	153.7	154.0
2014	154.4	154.4	153.6	153.5	153.2	153.0	153.0	153.0	152.7	155.2	155.0	154.5
2015	155.4	156.1	155.9	155.6	155.6	155.4	155.7	155.2	155.2	156.9	156.8	156.7
2016	156.4	156.7	156.5	156.4	156.4	156.5	155.9	155.7	155.7	158.0	157.8	158.3
2017	158.1	158.1	158.5	158.7	158.1	158.1	157.8	157.8	157.9	159.7	160.1	160.2
2018	160.1	160.1	160.3	160.5	160.6	160.9	160.9	160.9	161.2	162.9	162.9	162.8
2019	163.5	163.6	163.1	163.3	163.2	163.1	163.0	162.9	162.7	164.3	164.4	164.2
2020	164.1	163.6	163.9	163.2								

Index Change = 0.8

PPI Change = 0.49%

CPI for All Urban Consumers (CPI-U)
Original Data Value

For the City of Dania Disposal Change

Series Id: CUURS35BSA0, CUUSS35BSA0

Not Seasonally Adjusted

Series Title: All items in Miami-Fort Lauderdale-West Palm Beach, FL, all urban consumers, not seasonally adjusted

Area: Miami-Fort Lauderdale-West Palm Beach, FL

Item: All items

Base Period: 1982-84=100

Years: 2010 to 2020

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2010		222.505		222.625		222.390		222.803		223.631		224.907	223.062	222.553	223.570
2011		227.451		231.503		231.197		232.749		232.141		231.794	230.851	229.524	232.178
2012		234.043		236.095		233.991		236.110		236.793		235.023	235.207	234.526	235.889
2013		238.524		238.124		237.815		237.438		238.858		239.417	238.179	237.921	238.437
2014		242.268		244.073		243.428		243.124		244.130		242.676	243.147	242.921	243.372
2015		243.283		245.195		246.245		246.348		246.789		246.597	245.419	244.327	246.511
2016		247.126		248.741		250.208		250.263		251.571		253.629	249.790	248.156	251.424
2017		256.890		255.708		255.134		255.898		258.456		258.238	256.681	255.916	257.446
2018		264.990		264.696		265.973		265.062		267.280		265.731	265.065	264.152	265.978
2019		268.288		270.553		269.119		270.176		271.381		270.918	269.776	268.974	270.578
2020		272.044		269.237											

Index Change = -1.316

PPI Change = -0.49%

[Back to Contents](#)

Data 2: M Diesel Prices - All Types

EMD_EPD2D_PTE_R1Z

Sourcekey

_DPG

For Dania Beach

Lower Atlantic

(PADD 1C) No 2

Diesel Retail Prices

Date (Dollars per Gallon)

Dec-2017	2.786
Jan-2018	2.910
Feb-2018	2.950
Mar-2018	2.880
Apr-2018	2.989
May-2018	3.133
Jun-2018	3.130
Jul-2018	3.101
Aug-2018	3.089
Sep-2018	3.129
Oct-2018	3.233
Nov-2018	3.176

0.390 Index Change 2019

14.00% Percentage Change 2019

Dec-2018	3.025
Jan-2019	2.9
Feb-2019	2.907
Mar-2019	2.986
Apr-2019	3.019
May-2019	3.034
Jun-2019	2.978
Jul-2019	2.937
Aug-2019	2.898
Sep-2019	2.908
Oct-2019	2.921
Nov-2019	2.917

-0.259 Index Change 2019

-8.15% Percentage Change 2019

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE PROVISION OF STORMWATER SERVICES, FACILITIES AND PROGRAMS WITHIN THE CITY OF DANIA BEACH, FLORIDA; ESTABLISHING THE NOT TO EXCEED ASSESSMENT RATE FOR STORMWATER ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020; DIRECTING THE PREPARATION OF RESPECTIVE ASSESSMENT ROLLS; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE OF SUCH HEARING

Purchasing Requests ONLY

Dept:

Acct #:

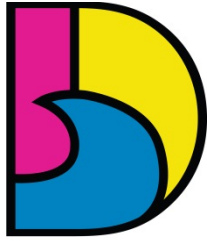
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo-Stormwater Assessment, R-2020- Stormwater Preliminary Assessment Rate



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CITY OF DANIA BEACH

MEMORANDUM

DATE: July 28, 2020

TO: Honorable Mayor and Commissioners

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

VIA: Frank DiPaolo, Finance Director

SUBJECT: Non-ad valorem assessment rate for Stormwater Utility Services for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021.

REQUEST

Approval of a preliminary resolution establishing the non-ad valorem assessment rate for Stormwater Utility Services for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021.

BACKGROUND

The City levies an annual assessment to fund the costs of its Stormwater Utility Services. In developing the assessment, it was initially determined that the median single-family residence in the City includes 1,720 square feet of impervious surface on a median lot size of 6,500 square feet, which is defined as one "equivalent residential unit" or "ERU" and has an impervious factor of 0.26. The City determined that all Single-Family Parcels within the Stormwater Service Area are likely to have a similar impact on the Stormwater system and therefore, it is fair and reasonable to assign one (1) ERU to each Single-Family Parcel. Each ERU is currently assessed at \$40 annually.

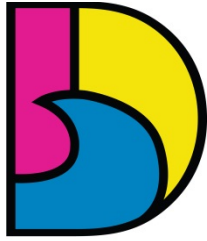
The attached Preliminary Assessment Resolution sets forth the proposed assessment rate for Fiscal Year 2020-2021, and provides for a public hearing for the adoption of the final assessment roll for Thursday, September 14th, 2020 and for notice for such hearing. The September 14th, 2020 meeting is noticed through the annual TRIM (Truth in Millage) notices forwarded by the Broward County Property Appraiser's Office to all property owners, as well as published notice by the City Clerk. State law requires the City to conduct a public hearing to levy the special assessment, with no less than twenty (20) days' notice of the public hearing.

ATTACHMENTS

Preliminary Assessment Resolution
Proposed Assessment Exhibit for FY2020/21

BUDGETARY IMPACT

The Stormwater Special Assessment is intended to fund approximately \$2 million of the City's Stormwater Fund budget. There is no recommended change to the current rate of \$40 per ERU. The purpose of the



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CITY OF DANIA BEACH

MEMORANDUM

assessment is to provide for management and improvements of the storm drainage infrastructure and for necessary emergency repairs.

RECOMMENDATION

Recommend that the City Commission adopt the preliminary resolution establishing the non-ad valorem assessment rate for Stormwater Utility Services for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021.

RESOLUTION NO. 2020-081

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE PROVISION OF STORMWATER SERVICES, FACILITIES AND PROGRAMS WITHIN THE CITY OF DANIA BEACH, FLORIDA; ESTABLISHING THE NOT TO EXCEED ASSESSMENT RATE FOR STORMWATER ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020; DIRECTING THE PREPARATION OF RESPECTIVE ASSESSMENT ROLLS; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE OF SUCH HEARING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach, Florida, implemented a recurring annual Stormwater Assessment Program to provide funding for the City's stormwater services and facilities; and

WHEREAS, the City Public Services Department has developed a program for improving stormwater services within the City that will entail loan financing and grant applications that result in substantial facility improvements, as well as loan repayment costs in the coming years; and

WHEREAS, the cost of the City's planned borrowing and stormwater capital improvements requires continued annual funding; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Dania Beach to adopt this Preliminary Rate Resolution establishing proposed fees for stormwater assessments.

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

Section 1. That the Preliminary Stormwater Assessment rate for the fiscal year beginning October 1, 2020, is established at an equivalent residential unit rate ("ERU") of \$40.00.

Section 2. That the City Manager is directed to prepare, or cause to be prepared, an updated Assessment Roll for the Fiscal Year commencing October 1, 2020.

Section 3. That there is established a public hearing to be held at 7:00 p.m. on September 14, 2020, in the City of Dania Beach City Commission Chamber, 100 West Dania Beach Boulevard, Dania Beach, Florida, 33004, or as a virtual public meeting held in accordance with authorized communications media technology protocols, as provided on the City's website, the meeting agenda or the TRIM notice mailed by the Property Appraiser, at which time the City

Commission will receive and consider any comments on the Stormwater Assessments from the public and affected property owners, consider imposing Stormwater Assessments for the Fiscal Year beginning October 1, 2020, and the collection of such assessments on the same bill as ad valorem taxes.

Section 4. That the City Clerk shall publish a notice of the public hearing in the local newspaper. The notice shall be published no later than August 24, 2020, in substantially the form attached.

Section 5. That the Director of Finance shall provide information on the public hearing and the “not to exceed” rate to the Broward County Property Appraiser’s Office to be included in the TRIM (Truth in Millage) Notice to serve as first class notice as required by the Ordinance no later than August 4, 2020.

Section 6. That proceeds derived by the City from the Stormwater Assessments will be utilized for the provision of stormwater services, facilities, and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund stormwater services, facilities, and programs.

Section 7. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 8. That if any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this resolution.

Section 9. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on July 28, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

STORMWATER SPECIAL ASSESSMENTS

Notice is given that the City Commission of the City of Dania Beach will conduct a public hearing to consider re-imposition of stormwater assessments for the provision of stormwater management services within the City of Dania Beach for the Fiscal Year beginning October 1, 2020.

The stormwater assessments are based on two components – the impervious area of the property and the percentage of impervious area as compared to the median single family home. Both variables are required to determine the appropriate amount of stormwater runoff generated by impervious surface on each parcel of property. Impervious surfaces include rooftops, patios, driveways, parking lots and similar areas. The City has determined that the median single-family residence in the City includes 1,720 square feet of impervious surface on a median lot size of 6,500 square feet, which is defined as one "equivalent residential unit" or "ERU" and has an impervious factor of 0.26. The annual stormwater assessment rate for the upcoming fiscal year will be \$40.00 for each ERU. Since verifying the impervious surface for each single-family residence in the City is a practical impossibility, all single-family residences have been assigned one ERU. Mobile homes on owner-occupied lots in mobile home parks have been assigned one-half ERU. All other properties have been calculated individually as follows:

- For condominiums, the total impervious area (TIA) is calculated for the condominium community, including parking and association property. The total area (TA) encompassed by the development is determined as follows:
$$((TIA/1720) \times (TIA/(0.26 \times TA)))/\text{number of units in complex};$$
- While vacant property has no impervious area, it may still contribute to the City's stormwater system, so the assessment is based on the total area (TA). As a result, vacant property assessments are calculated without the operating component as follows: $0.2 \times TA/6500$;
- For mobile home parks, the typical mobile home, driveway, pad and ancillary activities constitute 1300 square feet. Therefore, the total impervious area (TIA) for mobile home parks was determined by multiplying the number of potential mobile homes by 1300. The formula is: $(1300 \times \text{No of MHs}/1720) \times (TIA/(0.26 \times TA))$; and
- For all other property uses the total impervious area (TIA) is calculated for the property, including parking. The total area (TA) encompassed by the development is also calculated. The assessment is determined as follows: $(TIA/1720) \times (TIA/(0.26 \times TA))$.

A credit system has been developed for those properties that retain stormwater on site. The policy grants an eighty (80) percent credit to those properties. Properties that cannot benefit in any way from the City's stormwater program are granted 100 percent credits.

Copies of the Stormwater Utility Ordinance (Ordinance No. 13-96), the Initial Stormwater Assessment Resolution (Resolution No. 73-96), the Final Stormwater Assessment Resolution (Resolution No. 73-96, as amended by Resolution No. 103-96, and Resolution 116-96), the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and re-imposing the Stormwater Assessments, the proposed amendments to the Stormwater Ordinance and the updated Stormwater Assessment Roll for the upcoming fiscal year are available for inspection at the City Clerk's office.

If you have any questions, please contact the City's Department of Finance at (954) 924-6800 Ext. 3620 between 9:00 a.m. and 4:00 p.m. The above special assessments will be collected on the ad valorem tax bill (the "Property tax" bill) to be mailed in November, 2020, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property, which may result in a loss of title (ownership) of one's real property. These special assessment programs proved to be successful last year in fairly and efficiently providing a much needed alternative funding and collection approach for these vital and essential services.

A PUBLIC HEARING WILL BE HELD AT 7:00 P.M. ON SEPTEMBER 14, 2020, IN THE CITY OF DANIA BEACH CITY COMMISSION CHAMBER, 100 WEST DANIA BEACH BOULEVARD, DANIA BEACH, FLORIDA, OR AS A VIRTUAL PUBLIC MEETING HELD IN ACCORDANCE WITH AUTHORIZED COMMUNICATIONS MEDIA TECHNOLOGY PROTOCOLS, AS PROVIDED ON THE CITY'S WEBSITE, THE MEETING AGENDA OR THE TRIM NOTICE MAILED BY THE PROPERTY APPRAISER, FOR THE PURPOSE OF RECEIVING PUBLIC COMMENT ON ALL OF THE PROPOSED ASSESSMENTS. All affected property owners have a right to appear at the hearing, to speak at the hearing, and to file written objections with the City Commission within twenty (20) days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing

special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's office at (954) 924-6800 Ext. 3624, at least two days prior to the date of the hearing.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING THE PROPOSED MILLAGE RATE NECESSARY TO BE LEVIED FOR THE FISCAL YEAR 2020-2021 FOR OPERATING PURPOSES; ESTABLISHING THE DEBT MILLAGE APPROVED BY THE ELECTORATE; PROVIDING FOR A PUBLIC HEARING WHEN OBJECTIONS MAY BE HEARD AND QUESTIONS CONCERNING SAME WILL BE ANSWERED.

Purchasing Requests ONLY

Dept:

Acct #:

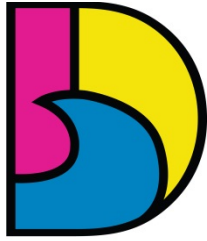
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo-Tentative Millage Rate, R-2020- Tentative Millage Rate, Florida Department of Revenue Forms



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH

MEMORANDUM

DATE: July 28, 2020

TO: Honorable Mayor and Commissioners

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

VIA: Frank DiPaolo, Finance Director

SUBJECT: Approval of a resolution adopting "Proposed" Millage Rates for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021, and setting the date, time, and place of the first Budget Public Hearing.

REQUEST

In accordance with Part III, Article 3, Section 4(g) of the City of Dania Beach Charter, the operating budget for the City's operations for Fiscal Year 2020-21 have been prepared and submitted. The City Administration requests approval of a resolution adopting "Proposed" Millage Rates for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021, and setting the date, time, and place of the first Budget Public Hearing.

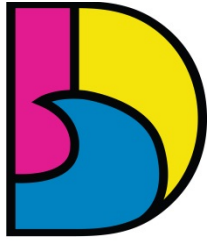
BACKGROUND

Prior to August, the City is must establish the maximum millage rates to appear on the Truth in Millage (TRIM) notices mailed by the Broward County Property Appraiser in August to all property owners. These rates may be decreased but not increased in September at the final public budget hearing without additional first class mail notification. The recommended rates reflect no increase in the current operating millage, and a decrease in the voted debt millage as a result of the increase in assessed values.

For the required millage and budget public hearing dates, the City Administration recommends September 14th and September 24th. On September 14th, the City will also adopt its assessment rates, which will be discussed on separate items this evening. Further, the public hearings will be part of the regular City Commission meetings, which will also be rescheduled for those dates.

ATTACHMENTS

Taxable Value Report – July 1, 2020
Resolution to establish proposed operating and debt service millage rate
Florida Department of Revenue Forms – DR420, DR420DEBT, and DR420MM-P



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH

MEMORANDUM

BUDGETARY IMPACT

Adoption of the following proposed millage rates will provide the required funding for the operations and debt service of the City of Dania Beach for the Fiscal Year ending September 30, 2021:

Operating: **5.9998** (no change)

Debt Service: **0.1620** (0.0070 decrease)

Total combined millage levy: **6.1618**

RECOMMENDATION

Recommend that the City Commission adopt the resolution approving the proposed millage rates and set the date, time, and location of the first Public Hearing to consider the proposed millage rates and the tentative budget.

RESOLUTION NO. 2020-082

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING THE PROPOSED MILLAGE RATE NECESSARY TO BE LEVIED FOR THE FISCAL YEAR 2020-2021 FOR OPERATING PURPOSES; ESTABLISHING THE DEBT MILLAGE APPROVED BY THE ELECTORATE; PROVIDING FOR A PUBLIC HEARING WHEN OBJECTIONS MAY BE HEARD AND QUESTIONS CONCERNING SAME WILL BE ANSWERED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Charter (Part VII, Article 1, Section 2) of the City of Dania Beach, Florida and state law (Florida Statutes, Section 200.065) require that the City Commission shall, by resolution, adopt an annual budget, determine the amount of millage necessary to be levied and publish the budget so adopted, together with a notice stating the time and place where objections may be heard; and

WHEREAS, the City Manager of the City of Dania Beach, Florida, has prepared and submitted to the City Commission an annual report covering the operation of the City and has set forth in it an estimate of the expenditures and revenues of the City for the ensuing year, beginning October 1, 2020, and ending September 30, 2021, with sufficient copies of such report and estimate being on file in the office of the City Clerk so that any interested party may obtain copies upon request; and

WHEREAS, pursuant to the referendum approved by the voters of the City in the March 2005 General Election, the issuance of General Obligation bonds in an amount not to exceed \$10,300,000.00 was authorized; and

WHEREAS, the City has issued General Obligation Bonds in the total amount of \$10,300,000.00, and for Fiscal Year 2020-2021 the City will be levying a debt millage equal to 0.1620 mills towards the payment of principal and interest; and

WHEREAS, the City Manager has presented to the City Commission detailed information supporting such estimate, affording the City Commission a comprehensive understanding of the City Government for the ensuing period, including expenditures for corresponding items during the last two fiscal years and increase and decrease demands for the ensuing year as compared with corresponding appropriations for the last fiscal year; and

WHEREAS, the City Commission has met and considered such annual report and estimate for the ensuing year and has determined and fixed the amount necessary to carry on the government of the City for the ensuing year and has prepared a tentative budget setting forth the amounts necessary to be raised for the various departments of the City and has appropriated such amounts to the various departments of the City considering the applicable funds on hand and the estimated departmental revenues; and

WHEREAS, the City Commission has determined that in order to produce a sufficient sum to fund such tentative budget, it is recommended that a provisional millage of 5.9998 mills be levied against ad valorem valuation of property subject to taxation in the City of Dania Beach; and

WHEREAS, the “rolled back rate” as computed in accordance with the provisions of Section 200.065(1), Florida Statutes, is 5.8808 mills;

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

Section 1. That the proposed tentative operating millage necessary to be levied against ad valorem valuation of property subject to taxation in the City of Dania Beach to produce a sufficient sum, which, together with departmental revenue, will be adequate to pay the appropriations made in the tentative budget, is as follows:

FOR OPERATING BUDGET:

(GENERAL MUNICIPAL MILLAGE)

5.9998 MILLS

Section 2. That the proposed millage rate is a 2.02% increase from the rolled back rate as computed in accordance with the provisions of Section 200.065(1), Florida Statutes.

Section 3. That the voted debt service millage rate is 0.1620 mills as established in accordance with the provisions of law pursuant to Chapter 200, Florida Statutes.

Section 4. That the City’s aggregate tentative millage rate is 6.1618 (a combined total Millage of 5.9998 Mills for operating and 0.1620 Mills for debt service).

Section 5. That the City Commission of the City of Dania Beach will meet on September 14, 2020, at 7:00 p.m. in the City of Dania Beach City Commission Chamber, at 100 West Dania Beach Boulevard, Dania Beach, Florida, or as a virtual public meeting held in accordance with authorized communications media technology protocols, as provided on the City’s website, the meeting agenda or the TRIM notice mailed by the Property Appraiser, for the

purpose of considering and adopting the above stated millage rate and answering questions concerning same. The City Manager shall specify the purposes for which ad valorem tax revenues are being increased, if any, over the “rolled back rate”.

Section 6. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 7. That this Resolution shall take effect and be in force immediately upon its passage and adoption.

PASSED AND ADOPTED on July 28, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



CERTIFICATION OF TAXABLE VALUE

[Reset Form](#)
[Print Form](#)

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2020	County : BROWARD
Principal Authority : CITY OF DANIA BEACH	Taxing Authority : CITY OF DANIA BEACH

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	3,689,536,750	(1)
2.	Current year taxable value of personal property for operating purposes	\$	693,311,177	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	6,000,578	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	4,388,848,505	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	57,739,260	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	4,331,109,245	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	4,245,233,519	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☐ YES ☒ NO	Number 0	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	☒ YES ☐ NO	Number 1	(9)
SIGN HERE	Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser:		Date :	
	Electronically Certified by Property Appraiser		6/30/2020 1:07 PM	

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.				
10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	5.9998	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	25,470,552	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	25,470,552	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	0	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	4,331,109,245	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	5.8808	per \$1000	(16)
17.	Current year proposed operating millage rate	5.9998	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	26,332,213	(18)

19.	TYPE of principal authority (check one)	☐ County	☐ Independent Special District	(19)
		☒ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)	☒ Principal Authority	☐ Dependent Special District	(20)
		☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	☐ Yes	☒ No	(21)
DEPENDENT SPECIAL DISTRICTS AND MSTUs			STOP HERE - SIGN AND SUBMIT	
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$	25,470,552	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>	5.8808	per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$	25,809,940	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>	\$	26,332,213	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>	5.9998	per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		2.02 %	(27)
First public budget hearing		Date :	Time :	Place :
SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :			Date :
	Title :		Contact Name and Contact Title : FRANK DiPAOLO, FINANCE DIRECTOR	
	Mailing Address :		Physical Address : 100 WEST DANIA BEACH BLVD	
	City, State, Zip : DANIA BEACH, FLORIDA 33004		Phone Number : 954/924-6800 Ext. 3609	Fax Number : 954/922-5619



CERTIFICATION OF VOTED DEBT MILLAGE

[Reset Form](#)[Print Form](#)

DR-420DEBT

R. 6/10

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

Year : 2020	County : BROWARD
Principal Authority : CITY OF DANIA BEACH	Taxing Authority : CITY OF DANIA BEACH
Levy Description : VOTED DEBT	

SECTION I: COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	3,689,536,750	(1)
2.	Current year taxable value of personal property for operating purposes	\$	693,311,177	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	6,000,578	(3)
4.	Current year gross taxable value for operating purposes (Line 1 plus Line 2 plus Line 3)	\$	4,388,848,505	(4)
SIGN HERE	Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser :		Date :	
	Electronically Certified by Property Appraiser		6/30/2020 1:07 PM	

SECTION II: COMPLETED BY TAXING AUTHORITY

5.	Current year proposed voted debt millage rate	0.1620	per \$1,000	(5)
6.	Current year proposed millage voted for 2 years or less under s. 9(b) Article VII, State Constitution	0.0000	per \$1,000	(6)
SIGN HERE	Taxing Authority Certification		I certify the proposed millages and rates are correct to the best of my knowledge.	
	Signature of Chief Administrative Officer :		Date :	
	Title :	Contact Name and Contact Title : FRANK DiPAOLO, FINANCE DIRECTOR		
	Mailing Address :	Physical Address : 100 WEST DANIA BEACH BLVD		
	City, State, Zip : DANIA BEACH, FLORIDA 33004	Phone Number : 954/924-6800 Ext. 3609	Fax Number : 954/922-5619	

INSTRUCTIONS

Property appraisers must complete and sign Section I of this form with the DR-420, *Certification of Taxable Value*, and DR-420S, *Certification of School Taxable Value*, and provide it to all taxing authorities levying a

- Voted debt service millage levied under Section 12, Article VII of the State Constitution or
- Millage voted for two years or less under s. 9(b), Article VII of the State Constitution

Section I: Property Appraiser

Use a separate DR-420DEBT for each voted debt service millage that's levied by a taxing authority. The property appraiser should check the Yes box on Line 9 of DR-420, *Certification of Taxable Value*, or Line 8 of DR-420S, *Certification of School Taxable Value*. The property appraiser should provide the levy description and complete Section I, Lines 1 through 4 of this form, for each voted debt service millage levied.

Enter only taxable values that apply to the voted debt service millage indicated.

Sign, date, and forward the form to the taxing authority with the DR-420.

Section II: Taxing Authority

Each taxing authority levying a voted debt service millage requiring this form must provide the proposed voted debt millage rate on Line 5.

If a DR-420DEBT wasn't received for any

- Voted debt service millages or
- Millages voted for two years or less

contact the property appraiser as soon as possible and request a DR-420DEBT.

Sign, date, and return the form to your property appraiser with the DR-420 or DR-420S.



Reset Form

Print Form

MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM-P

R. 5/12

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

Year: 2020		County: BROWARD	
Principal Authority : CITY OF DANIA BEACH		Taxing Authority: CITY OF DANIA BEACH	
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☐ No (1)
IF YES,  STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	5.8808	per \$1,000 (2)
3.	Prior year maximum millage rate with a majority vote from 2018 Form DR-420MM, Line 13	6.1315	per \$1,000 (3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	5.9998	per \$1,000 (4)
If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.			
Adjust rolled-back rate based on prior year majority-vote maximum millage rate			
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$ 4,245,233,519	(5)
6.	Prior year maximum ad valorem proceeds with majority vote (Line 3 multiplied by Line 5 divided by 1,000)	\$ 26,029,649	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$ 0	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote (Line 6 minus Line 7)	\$ 26,029,649	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$ 4,331,109,245	(9)
10.	Adjusted current year rolled-back rate (Line 8 divided by Line 9, multiplied by 1,000)	6.0099	per \$1,000 (10)
Calculate maximum millage levy			
11.	Rolled-back rate to be used for maximum millage levy calculation (Enter Line 10 if adjusted or else enter Line 2)	6.0099	per \$1,000 (11)
12.	Adjustment for change in per capita Florida personal income (See Line 12 Instructions)	1.0322	(12)
13.	Majority vote maximum millage rate allowed (Line 11 multiplied by Line 12)	6.2034	per \$1,000 (13)
14.	Two-thirds vote maximum millage rate allowed (Multiply Line 13 by 1.10)	6.8237	per \$1,000 (14)
15.	Current year proposed millage rate	5.9998	per \$1,000 (15)
16.	Minimum vote required to levy proposed millage: (Check one)		
☒	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. Enter Line 13 on Line 17.		
☐	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. Enter Line 15 on Line 17.		
☐	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
☐	d. Referendum: The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
17.	The selection on Line 16 allows a maximum millage rate of (Enter rate indicated by choice on Line 16)	6.2034	per \$1,000 (17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 4,388,848,505	(18)

Continued on page 2

Taxing Authority : CITY OF DANIA BEACH		DR-420MM-P R. 5/12 Page 2	
19.	Current year proposed taxes <i>(Line 15 multiplied by Line 18, divided by 1,000)</i>	\$ 26,332,213	(19)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000)</i>	\$ 27,225,783	(20)
DEPENDENT SPECIAL DISTRICTS AND MSTUs		STOP HERE. SIGN AND SUBMIT.	
21. Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM-P)</i>		\$ 0	(21)
22. Total current year proposed taxes <i>(Line 19 plus Line 21)</i>		\$ 26,332,213	(22)
Total Maximum Taxes			
23. Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM-P)</i>		\$ 0	(23)
24. Total taxes at maximum millage rate <i>(Line 20 plus Line 23)</i>		\$ 27,225,783	(24)
Total Maximum Versus Total Taxes Levied			
25. Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)		☒ YES ☐ NO	(25)
S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.
	Signature of Chief Administrative Officer :		Date :
	Title :	Contact Name and Contact Title : FRANK DiPAOLO, FINANCE DIRECTOR	
	Mailing Address :	Physical Address : 100 WEST DANIA BEACH BLVD	
	City, State, Zip : DANIA BEACH, FLORIDA 33004	Phone Number : 954/924-6800 Ext. 3609	Fax Number : 954/922-5619

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING ARTICLE XIII, ENTITLED, "PROHIBITION OF DISTRIBUTION OF PLASTIC STRAWS", TO EXPAND THE ARTICLE, TO ADD NEW PROVISIONS TO IT FOR REGULATION OF STYROFOAM AND SIMILAR PRODUCTS USED BY THE CITY AND THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA") RELATED TO PACKAGING OF FOODS AND BEVERAGES, WHICH ARTICLE APPEARS IN CHAPTER 17, ENTITLED "OFFENSES; MISCELLANEOUS", OF THE CITY CODE OF ORDINANCES, SUCH NEW PROVISIONS TO INCLUDE ADDITIONAL DEFINITIONS IN CODE SECTION 17-134, AND TO CREATE A NEW SECTION 17-135, RELATING TO STYROFOAM AND SIMILAR PRODUCTS TO PROVIDE FOR THE PROHIBITION OF THE SUPPLY AND USE OF STYROFOAM AND OTHER POLYSTYRENE AND POLYPROPYLENE FOOD AND BEVERAGE ARTICLES BY CITY AND CRA CONTRACTORS AND TEMPORARY VENDORS TO THE CITY AND CRA RELATED TO THE USE OF CITY FACILITIES AND PROPERTY

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Styrofoam in city facilities, O-2020- Amending Article XIII of Ch. 17 to Add Regulation of Styrofoam and Similar Products on City Property and in City Facilities



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: July 28, 2020

TO: Honorable Mayor and Commissioners

FROM: Thomas J. Ansbro, City Attorney Thomas J. Ansbro
Digitally signed by Thomas J. Ansbro
DN: cn=Thomas J. Ansbro, o=City of Dania Beach, ou=Legal
Department, email=ansbro@daniasb.org, c=US
Date: 2020.07.28 07:48:55 -0400

SUBJECT: Regulation of Styrofoam Products within City Facilities and Effect on City and CRA Events and Vendors

The Request

To amend the City's Code of Ordinances relating to environmental protection as to limited measures (due to state law constraints) applicable to the use of Styrofoam products within City facilities and with City and CRA vendors and events.

Background

The City of Dania Beach is committed to environmental protection and stewardship and consistently seeks to protect the interests of the public health, safety, and welfare by measures intended to reduce litter and pollutants on the land and the waters of the City. For example, in 2018 and 2019, the City took action to prohibit single-use plastic straws in the City. The City is now interested in regulating Styrofoam, otherwise known as "polystyrene products," which are products that are not readily recyclable, are non-biodegradable, and take several decades to hundreds of years to deteriorate in the environment or in a landfill. Polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife and the environment. Styrofoam and other single-use plastics, including polypropylene, are overburdening landfills, waterways, and the ocean.

There are reasonable "environmentally-friendly" alternatives to polystyrene and polypropylene, including but not limited to items made from paper, plants, vegetables, and other natural products. The proposed Ordinance seeks to provide and maintain for the citizens and visitors of the City healthy and aesthetically-pleasing experiences, while simultaneously advancing the City's sustainability goals and contributing to its long-term economic vitality by reducing the introduction of these non-biodegradable and environmentally deleterious products into surrounding ecosystems and landfills. The City cannot regulate Styrofoam or propylene products City-wide, as the City is preempted by the State from doing so. The ordinance seeks to regulate the use of such materials on City property, facilities, and by City and CRA vendors and contractors as well as authorized events using City facilities and lands.

The proposed ordinance would require City and CRA contractors and vendor using City facilities to stop using “polystyrene or polypropylene food service articles”. This prohibition would include special events and would also include a restriction on City and CRA purchases and use of Styrofoam products on City property, in City facilities and during City and CRA events. There would be several recognized exemptions to the City’s prohibition rule:

- (1) Prepackaged foods that have been filled and sealed prior to receipt by the City or CRA contractor or vendor, including products used for the storage of raw meat, pork, poultry, fish, and seafood.
- (2) Any existing contract for lease or a concession would not have to comply, unless the contractor or vendor voluntarily agrees to do so.
- (3) To the extent any individual with a qualified disability under the Americans with Disabilities Act (ADA) may require polystyrene or polypropylene food service articles, such articles may be provided upon request.
- (4) Free samples or food distribution drives.
- (5) Catering for private events.

Most cities that have enacted similar legislation have utilized an educational process before enforcing the new regulations. This educational process is often a six month period of time for the City and CRA to educate staff, vendors, contractors, and the general public. Once the educational period is over, the City could enforce the ordinance, by either terminating relationships under new contracts with non-compliant vendors or by issuing fines to those violating the Styrofoam ban.

Budgetary Impact

There is no budgetary impact to this item.

Recommendation

It is recommended that the City Commission discuss the proposed ordinance and adopt it on first reading.

TJA/la

cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa-Cruz, Assistant City Manager
Thomas Schneider, City Clerk

ORDINANCE NO. 2020-011

AN ORDINANCE OF THE CITY OF DANIA BEACH, FLORIDA AMENDING ARTICLE XIII, ENTITLED, "PROHIBITION OF DISTRIBUTION OF PLASTIC STRAWS", TO EXPAND THE ARTICLE, TO ADD NEW PROVISIONS TO IT FOR REGULATION OF STYROFOAM AND SIMILAR PRODUCTS USED BY THE CITY AND THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA") RELATED TO PACKAGING OF FOODS AND BEVERAGES, WHICH ARTICLE APPEARS IN CHAPTER 17, ENTITLED "OFFENSES; MISCELLANEOUS", OF THE CITY CODE OF ORDINANCES, SUCH NEW PROVISIONS TO INCLUDE ADDITIONAL DEFINITIONS IN CODE SECTION 17-134, AND TO CREATE A NEW SECTION 17-135, RELATING TO STYROFOAM AND SIMILAR PRODUCTS TO PROVIDE FOR THE PROHIBITION OF THE SUPPLY AND USE OF STYROFOAM AND OTHER POLYSTYRENE AND POLYPROPYLENE FOOD AND BEVERAGE ARTICLES BY CITY AND CRA CONTRACTORS AND TEMPORARY VENDORS TO THE CITY AND CRA RELATED TO THE USE OF CITY FACILITIES AND PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach is committed to environmental protection and stewardship and finds and declares that it is in the interest of the public health, safety, and welfare to reduce litter and pollutants on the land and in the waters of the City; and

WHEREAS, discarded single-use plastic straws pose health and environmental risks to wildlife and marine life and litter streets, parks and public spaces and the City took action to prohibit use of single-use plastic straws in the City; and

WHEREAS, polystyrene products are not readily recyclable, are non-biodegradable, and take several decades to hundreds of years to deteriorate in the environment or in a landfill; and

WHEREAS, polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife and the environment; and

WHEREAS, the reasonable control of the distribution of expanded polystyrene products (sometimes called Styrofoam, a Dow Chemical Co. trademarked form of polystyrene foam insulation) as well as other single-use plastics, including polypropylene, in response to the growing issue of these items ending up in overburdened landfills, waterways, and the oceans is required to assist in the protection of the public health, safety, and welfare; and

WHEREAS, the City of Dania Beach finds that there are reasonable “environmentally-friendly” alternatives to polystyrene and polypropylene, including but not limited to paper, plant, vegetable, and other natural products for packaging and use for foods and beverages; and

WHEREAS, it is the intent and purpose of this Ordinance to provide and maintain for the citizens and visitors of the City healthy and aesthetically-pleasing experiences, while simultaneously advancing the City’s sustainability goals and contributing to its long-term economic vitality by reducing the introduction of these non-biodegradable and environmentally deleterious products into surrounding ecosystems and landfills when related to City property and facilities; and

WHEREAS, the provisions of this Ordinance are not intended and shall not be construed as superseding or conflicting with any statutory provisions relating to the items or rules and regulations promulgated by the State of Florida but shall be construed as implementing and assisting the permissible regulations under the City’s home rule powers and the enforcement of them;

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

Section 1. That Article XIII, entitled, “Prohibition of Distribution of Plastic Straws” of Chapter 17, entitled “Offenses; Miscellaneous”, of the City’s Code of Ordinances is amended to expand the Article to address Styrofoam and similar products, to include additional definitions in section 17-134, and to create a new section 17-135 relating to Styrofoam and similar products, and as amended, the Article shall read as follows:

ARTICLE XIII. – PROHIBITION OF DISTRIBUTION OF PLASTIC STRAWS AND REGULATION OF STYROFOAM AND SIMILAR PRODUCTS ON CITY PROPERTY AND IN CITY FACILITIES

Sec. 17-134. - Prohibition of distribution of plastic straws, and provisions relating to Styrofoam and similar products.

(a) *Definitions.* For purposes of this section, the following definitions apply:

City facility includes, but is not limited to any building, structure, park, beach, road, street, right-of-way, or facility owned, operated or managed by the city.

City property includes but is not limited to, any land, water, or air rights owned, operated or managed by the city.

Distribution or *distribute* means the vending, selling, giving or delivering for any purpose of a plastic straw, as defined in this Section, whether or not incident to the sale, vending or provision of any kind of liquid or beverage in a container.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding and extrusion-blown molding (extruded foam polystyrene).

Food service articles means straws, plates, bowls, cups, containers, lids, trays, and all similar single use items used for serving, distributing or both, of food and beverages..

Plastic straw means a straw provided or distributed for the purpose of imbibing a liquid or transferring a beverage from its container to the mouth of the drinker by suction or for the purpose of mixing a beverage, which straw is made predominantly of plastic derived from one or more of the following: petroleum, a biologically-based source (such as corn or other plants), or polypropylene or polyethylene, and which is intended for a single use in the consumption of the liquid or beverage.

Polypropylene means a plastic polymer of propylene (C₃H₅), commonly identified by ASTM Resin Identification Code #5.

Polystyrene means a thermoplastic polymer or copolymer comprised of at least 80 percent styrene or para-methylstyrene by weight.

Styrofoam means a trademarked name for a polystyrene product.

Special event permittee means any person or entity and its subcontractor(s), issued a special event permit by the City for a special event to be conducted on City property or in a City facility or to be held by the CRA on City property or in a City facility.

Temporary vendor means any person or entity issued a temporary permit by the City or CRA to provide or sell food, beverages or both on City property or in a City facility, including but not limited to special event permits issued by the City or the CRA for events to be held on City property or in a City facility.. . .

Section 2. That Section 17-135 of Article XIII is created to read as follows:

Sec. 17-135. Prohibition of use of Styrofoam, polystyrene and polypropylene food and beverage service articles by City and CRA contractors and temporary vendors.

(a) City and CRA contractors and temporary vendors shall not sell, use, or provide food, beverages or both in Styrofoam, polystyrene or polypropylene food and beverage service products or articles in City facilities and on City property, including but not limited to special events in such facilities or on such property. The provisions of this Section shall be incorporated into all contracts, leases and concession agreements for City and CRA contractors and temporary vendors entered into after the effective date of this ordinance, and may be incorporated by reference requiring compliance with all laws, rules, and ordinances of the City and CRA. A violation of this Section shall be deemed a material default under the terms of the contract, lease or concession agreement and may be grounds for revocation of a special event permit.

(b) Exceptions.

This Section shall not apply to:

- (1) Prepackaged foods and beverages that have been filled and sealed prior to receipt by a City or CRA contractor or temporary vendor, including products used for the storage of raw meat, pork, poultry, fish, and seafood.
- (2) Any City or CRA contract, lease or concession agreement entered into prior to the effective date of this section or any temporary permit issued prior to the effective date of this Section, which shall not be subject to the requirements of this Section, unless the City or CRA contractor or temporary vendor voluntarily agrees to comply with this Section.
- (3) Any individual with a qualified disability under the Americans with Disabilities Act (ADA) who may require polystyrene or polypropylene food or beverage service articles, which articles may be provided upon request.
- (4) Free samples or food distribution drives.
- (5) Catering for private events.

(c) *Enforcement penalties.*

- (1) Following adoption of this Section, the City shall engage in public education efforts to inform affected persons and entities of the provisions of this Section and to provide assistance with identifying alternatives to Styrofoam, polystyrene or polypropylene food and beverage service articles.
- (2) Beginning six (6) months after the effective date of this Ordinance, the City shall enforce all provisions of this Section.
- (3) Penalties for violations of the provisions of this Section shall be enforced through Code compliance proceedings or through contract enforcement proceedings, or both, including possible termination of a contractual relationship if a violation occurs.
- (4) Violations of the provisions of this Section shall be on a per occurrence basis and subject to the following penalties:
 - a. First violation: Twenty-five dollars (\$25.00) for individuals; one hundred twenty-five dollars (\$125.00) for a City or CRA vendor or contractor.
 - b. Second and subsequent violations: Fifty dollars (\$50.00) for individuals; two hundred fifty dollars (\$250.00) for a City or CRA vendor or contractor.
 - c. These penalties shall be in addition to enforcement of any contract remedy or termination proceeding of any City or CRA contract, concession or lease.

...

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.

Section 5. That this Ordinance shall take effect immediately at the time of passage and adoption.

PASSED on first reading on July 28, 2020.

PASSED and ADOPTED on second reading on _____, 2020.

ATTEST:

THOMAS SCHNEIDER
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION REPEALING ORDINANCE 293 DATED OCTOBER 30, 1952, RELATING TO THE RULES AND REGULATIONS FOR CITY OWNED CEMETERIES AND ORDINANCE 102 DATED AUGUST 24, 1976, RELATING TO AN OBSOLETE FEE SCHEDULE AS WELL AS RULES FOR INSTALLATION AND DISPLAY OF MARKERS FOR CEMETERIES

Purchasing Requests ONLY

Dept:

Acct #:

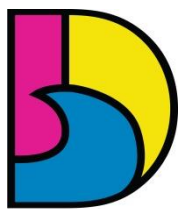
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo repeal of obsolete cemetery ordinances, O-2020- Repealing Obsolete Cemetery Ordinances No. 293 and No. 102



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: July 28, 2020

TO: Honorable Mayor and Commissioners

FROM: Thomas J. Ansbro, City Attorney Thomas J. Ansbro

Digitally signed by Thomas J. Ansbro
DN: cn=Thomas J. Ansbro, o=City of Dania
Beach, ou=Legal Department,
email=tansbro@daniabeachfl.gov, c=US
Date: 2020.07.20 07:53:12 -0400

SUBJECT: Repeal of obsolete Rules and Regulations for Cemeteries

The Request

To repeal obsolete ordinances for the City's two cemeteries.

Background

On October 30, 1952, the City of Dania Beach adopted Ordinance 293, which established rules and regulations for the City's cemeteries. Thereafter, on August 24, 1976, the City adopted ordinance 102, which further amended the City's cemetery rules as it relates to the cost of plots. Neither ordinance was codified in the City Code and cannot be found on Municode (the on-line version of the City's Code).

Due to the intervening years, and due to changes in state law, as well as updates in City policy, the rules need to be updated. We propose to repeal the old ordinances as they are obsolete and to create new rules and regulations, via resolution, which will be heard at second reading, public hearing, for the repeal of the above ordinances.

Budgetary Impact

There is no budgetary impact to this item.

Recommendation

It is recommended that the City Commission repeal the obsolete ordinances. This ordinance was approved at first reading. Updated rules and regulations, proposed to be adopted by resolution, are on the agenda and attached to that agenda item.

TJA/la

cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa-Cruz, Assistant City Manager
Thomas Schneider, City Clerk

ORDINANCE 2020-010

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REPEALING ORDINANCE 293 DATED OCTOBER 30, 1952, RELATING TO THE RULES AND REGULATIONS FOR CITY OWNED CEMETERIES AND ORDINANCE 102 DATED AUGUST 24, 1976, RELATING TO AN OBSOLETE FEE SCHEDULE AS WELL AS RULES FOR INSTALLATION AND DISPLAY OF MARKERS FOR CEMETERIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach adopted Ordinance 293, on October 30, 1952, which ordinance established rules and regulations for the City's cemeteries; and

WHEREAS, the City also adopted Ordinance 102, on August 24, 1976, which provided a fee schedule and rules for installation and display of gravesite markers for the City's public cemeteries; and

WHEREAS, these ordinances are obsolete in application; and

WHEREAS, the City is seeking to update its rules and regulations relating to the operation of City cemeteries, and update its rules relating to individual plots but seeks to do so via resolution rather than by ordinance;

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

Section 1. That Ordinance 293, dated October 30, 1952, relating to the rules and regulations for City cemeteries, and Ordinance 102, dated August 24, 1976, relating to an obsolete fee schedule and displays of markers for cemeteries are repealed.

Section 2. 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 3. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed.

Section 4. That this Ordinance shall be effective immediately at adoption on second reading.

PASSED on first reading on June 23, 2020.

PASSED and ADOPTED on second reading on July 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

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION TO AMEND THE CEMETERY RULES AND REGULATIONS
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Purchasing Requests ONLY

Dept:	Acct #:	Amt:
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Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Resultion Cemetery Rules, R-2020- Cemetery Rules and Regulations, EXHIBIT A - CEMETERY RULES AND REGULATIONS (7-22-20)



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: July 28, 2020

TO: Honorable Mayor and Commissioners

FROM: Thomas J. Ansbro, City Attorney Thomas J. Ansbro

Digitally signed by Thomas J. Ansbro
DN: cn=Thomas J. Ansbro, o=City of Dania
Beach, ou=Legal Department,
email=tansbro@dania-beach.fl.gov, c=US
Date: 2020.07.20 07:54:13 -0400

SUBJECT: Rules and Regulations for Cemeteries

The Request

To update the rules and regulations for the City's two cemeteries.

Background

In 1952, the City of Dania Beach adopted Rules and Regulations for the City's cemeteries. Due to the intervening years, and due to changes in state law, as well as updates in City policy, the Rules need to be updated. The new Rules address clarifications for plot sizes, cremation plots, infant burials and multiple burials/internments at a lot or plot. The Rules are also now going to be clarified to confirm that alcoholic beverages are not authorized on site. The liability language within the Rules will also be clarified. Otherwise, the ordinance reflects a general clean-up of the language, and provides for coordinating operations with the various Rules to ensure consistency.

The City, in Rule 4, will now regulate placement of flags near grave markers, the permitted dates of placement, and length of placement time. Additionally, the size of all flags to be used at a plot will be now have a maximum size to be consistent, 8" by 12". The days of use shall be limited by the City's Rules and Regulations, to ensure the beautification and uniformity of the cemeteries is preserved. Moreover, the Rule will allow recognitions of the relevant dates associated with the flags' placement. Florida observes a Confederate Memorial Day on the 4th Monday in April and must be removed within three days of the Confederate Memorial Date. All other flags must also be removed within three days of the permitted display dates or the City will remove them.

Budgetary Impact

There is no budgetary impact to this item.

Recommendation

It is recommended that the City Commission adopt the upgraded Rules and Regulations. A proposed draft of them is attached for purposes of City Commission discussion and direction.

TJA/EB/la

cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa-Cruz, Assistant City Manager
Thomas Schneider, City Clerk

Attachments: Rules and Regulations

RESOLUTION 2020-083

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, IN ITS CAPACITY AS THE BOARD OF TRUSTEES FOR THE MEMORIAL PARK AND WESTLAWN CEMETERIES TO AMEND THE CEMETERY RULES AND REGULATIONS; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach Mayor and Commission are the Board of Trustees for the Memorial Park and Westlawn Cemeteries; and

WHEREAS, the Rules and Regulations for both cemeteries have not been updated since 1952, and many of the existing rules and regulations are obsolete or inconsistent with current policies and law; and

WHEREAS, the Rules and Regulations are proposed to be revised and updated to be consistent with best practices and consistent with current law;

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 updated Memorial Park and Westlawn Cemeteries Rules and Regulations that are specified in Exhibit “A”, a copy of which is attached to this Resolution, are adopted and replace the former Rules and Regulations which are repealed in their entirety.

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 July 28, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

THOMAS J. ANSBRO
CITY ATTORNEY



Dania Memorial Park Cemetery and Westlawn Cemetery

**RULES AND REGULATIONS
JULY, 2020**



Index

INTRODUCTION	5
SECTION A – DEFINITIONS	
Rule 1. City, Board of Trustees and Management	6
Rule 2. Cemetery Manager	6
Rule 3. Cemetery	6
Rule 3a. Plot	6
Rule 3b. Plot, Infant Burial	6
Rule 3c. Cremation Plot	6
Rule 3d. Lot	7
Rule 4. Infant	7
Rule 5. Interment	7
Rule 6. Memorial	7
Rule 7. Monument	7
Rule 8. Marker	7
Rule 9. Lot Marker	7
Rule 10. Certificate of Ownership	7
SECTION B - GENERAL SUPERVISION	
Rule 1. Admission to Cemetery	8
Rule 2. Manager in Charge of Funeral	8
Rule 3. Casket Not To Be Disturbed	8
SECTION C - INTERMENTS AND DISINTERMENTS GENERALLY	
Rule 1. Subject to Law	8
Rule 2. Time and Charges	8
Rule 3. Holidays	9
Rule 4. Notice	9
Rule 5. Application for Interment	9
Rule 6. Concrete Boxes	9
Rule 7. Location of Interment Space	9
Rule 8. Orders Given Verbally	10
Rule 9. Errors May Be Corrected	10
Rule 10. Delays in Interments Caused by Protests	10
Rule 11. Not Responsible for Embalming or Identity	11
Rule 12. No Interment Permitted unless Property Paid for	11
Rule 13. Interment of More than One Body	11
Rule 14. City Equipment Used	11
SECTION D - DISINTERMENTS AND REMOVALS	
Rule 1. Removal for Profit Prohibited	11
Rule 2. May Obtain Larger Plot	12
Rule 3. Care in Removal	12



SECTION E - SERVICE CHARGES

- | | | |
|---------|---|----|
| Rule 1. | Payment of Service Charges | 12 |
| Rule 2. | Gratuities May Not Be Accepted by Employees | 12 |

SECTION F - BURIAL RIGHTS OF PLOT OWNERS

- | | | |
|---------|---|----|
| Rule 1. | Right of Interment under Certificate of Ownership | 12 |
| Rule 2. | Right of Interment in Absence of Certificate of Ownership | 13 |
| Rule 3. | Vested Rights of Lot Owners | 14 |
| Rule 4. | Inalienability of Cemetery Plots | 14 |

SECTION G - TRANSFERS OR ASSIGNMENTS

- | | | |
|---------|--|----|
| Rule 1. | Cemetery Lots and Plots Not To Be Bequeathed | 14 |
| Rule 2. | Consent of the City | 14 |
| Rule 3. | Transfer of Option Prohibited | 15 |
| Rule 4. | Transfer Charges | 15 |
| Rule 5. | City May Buy | 15 |

SECTION H - CONTROL OF WORK BY CITY

- | | | |
|---------|---|----|
| Rule 1. | Work to be Done by City | 15 |
| Rule 2. | Manager Must Direct and May Remove Improvements | 15 |

SECTION I - DECORATION OF PLOTS

- | | | |
|---------|--------------------------------|----|
| Rule 1. | Floral Regulations | 16 |
| Rule 2. | Certain Ornaments Prohibited | 16 |
| Rule 3. | Removal of Floral Frames | 17 |
| Rule 4. | Urns, etc. Subject to Approval | 17 |
| Rule 5. | Flags | 17 |

SECTION J - ROADWAYS AND REPLATTING

- | | | |
|---------|--|----|
| Rule 1. | Right to Re-plat, Regrade and Use Property | 18 |
| Rule 2. | No Right Granted In Alleyways | 18 |

SECTION K - CONDUCT OF PERSONS WITHIN THE CEMETERY

- | | | |
|----------|---|----|
| Rule 1. | Must Use Walkways | 18 |
| Rule 2. | Trespassers on Cemetery Plots | 19 |
| Rule 3. | Children | 19 |
| Rule 4. | Flowers, Etc. | 19 |
| Rule 5. | Refreshments – (Alcoholic Beverages are Prohibited) | 19 |
| Rule 6. | Trespassing Prohibited | 19 |
| Rule 7. | Lounging on Grounds | 19 |
| Rule 8. | Loud Talking | 19 |
| Rule 9. | Smoking | 19 |
| Rule 10. | Rubbish/Litter | 20 |



Rule 11.	Automobiles	20
Rule 12.	Bicycles and Motorcycles	20
Rule 13.	Peddling or Soliciting	20
Rule 14.	Notices and Advertisements	20
Rule 15.	Pets/Animals	20
Rule 16.	Time Grounds and Office Open	20
Rule 17.	Manager to Enforce Rules	20

SECTION L - GRATUITIES

Rule 1.	Gratuities May Not Be Accepted by Employees	21
---------	---	----

SECTION M - PROTECTION AGAINST LOSS

Rule 1.	When City Not Responsible	21
---------	---------------------------	----

SECTION N - CHANGE IN ADDRESS OF PLOT OWNERS

Rule 1.	Plot Owner Must Notify Management	21
---------	-----------------------------------	----

SECTION O - PERPETUAL CARE

Rule 1.	Perpetual Care of Plots	22
Rule 2.	Investment of Perpetual Care Funds	22
Rule 3.	Expenditure Limited to Income	22
Rule 4.	Funds May Be Deposited With Others of Like Character	22
Rule 5.	Trustees to Direct Expenditures	23
Rule 6.	Amount of Deposit for Ground Plots	23
Rule 7.	Record of Deposits	23
Rule 8.	Charitable Purpose of Endowment Funds	24

SECTION P - RULES FOR MEMORIAL WORK

Rule 1.	General	24
Rule 2.	Bronze Markers	24
Rule 3.	Bronze Memorials	24
Rule 4.	No Metal Other than Bronze	25
Rule 5.	Memorials	25
Rule 6.	Standard Specifications	25
Rule 7.	Errors in Placing of Memorials	27

SECTION Q - CERTIFICATE AND RULES AND REGULATIONS SOLE AGREEMENT

Rule 1.	Statements of Sales Agents	27
---------	----------------------------	----

SECTION R - MODIFICATIONS AND AMENDMENTS

Rule 1.	Exceptions and Modifications	28
Rule 2.	Amendments	28



RULES AND REGULATIONS

GOVERNING

Dania Memorial Park Cemetery and Westlawn Cemetery

These Rules and Regulations were approved by the City Commission of the City of Dania Beach.

INTRODUCTION

For the mutual protection of all purchasers of lots or plots in Dania Memorial Park Cemetery and Westlawn Cemetery (the “cemeteries”), the following Rules and Regulations govern the ownership, use and control of all lots or plots, as well as any amendments which may subsequently be adopted by the City and its Board of Trustees. The reference to these Rules and Regulations in the Certificate of Ownership of a lot or plot, or in the recorded plat shall have the same force and effect as if these Rules and Regulations were set out in full in them. The title to all land known as Dania Memorial Park Cemetery and Westlawn Cemetery is vested in the City of Dania Beach, a municipal corporation of Florida.



SECTION A

Definitions

RULE 1. CITY, BOARD OF TRUSTEES AND MANAGEMENT — Whenever in these Rules the word “City” is used, it shall apply to and mean the City of Dania Beach, a municipal corporation of Florida. Whenever the words “Board of Trustees” are used it shall mean and apply to the City Commission of the City of Dania Beach, Florida in its capacity acting as the Board of Trustees of Dania Memorial Park Cemetery and Westlawn Cemetery. Whenever the word “Management” is used, it shall apply to the properly designated agents and employees of the City.

RULE 2. CEMETERY MANAGER (“MANAGER”) – The person or designee designated by the City to act in the capacity of Manager of the Cemeteries, and the term includes the designees of the Manager.

RULE 3. CEMETERY - The term “cemetery” is defined to include a burial park for earth interments, a community mausoleum and columbariums for cinerary interments, or a combination of the foregoing.

RULE 3a. PLOT — The term “plot” shall apply to a space of sufficient size to accommodate one adult interment, approximately 3 feet x 10 feet.

RULE 3b. PLOT, INFANT BURIAL. — The term “Plot, Infant Burial” shall apply to a space of sufficient size to accommodate one infant interment, approximately 3 feet x 5 feet.

RULE 3c. CREMATION PLOT — The term “Cremation Plot” shall apply to a space of sufficient size to accommodate the remains of one cremated body, approximately 3 feet x 2 feet.



RULE 3d. LOT — The term “lot” shall apply to numbered divisions as shown on the Record Plat, which consists of six (6) or more plots.

RULE 4. INFANT – The term “infant” shall apply to any child who had not reached his or her first birthday.

RULE 5. INTERMENT — The term “interment” shall mean the permanent disposition of the remains of a deceased person by cremation and inurnment, entombment or burial.

RULE 6. MEMORIAL — The term “memorial” includes a monument, marker, tablet, headstone, private mausoleum or tomb for family or individual use, tombstone, coping, lot enclosure, surface burial vault, and an urn as well as crypt and niche plates.

RULE 7. MONUMENT — The term “monument” includes a tombstone or memorial of granite, or other authorized material, which shall extend above the surface of the ground.

RULE 8. MARKER — The term “marker” means a memorial installed flush with the ground.

RULE 9. LOT MARKER — The term “lot marker” means a concrete or other suitable material used by the City to locate corners of a lot or plot.

RULE 10. CERTIFICATE OF OWNERSHIP — The term “Certificate of Ownership” shall apply to the conveyance given by the City to the original purchaser of a lot or plot presented to the owner in the presence of the Management or designee, designating and specifying the person or persons entitled to burial in the lot or plot for which the Certificate of Ownership is issued.



SECTION B

General Supervision

RULE 1. ADMISSION TO CEMETERY — The City reserves the right to compel all persons driving motor vehicles into Dania Memorial Park Cemetery and Westlawn Cemetery to bring their vehicles to a full stop at each entrance, and further reserves the right to refuse admission to the cemetery grounds, and to refuse the use of any of the Cemetery facilities at any time to any person who does not comply with these Rules.

RULE 2. MANAGER IN CHARGE OF FUNERAL — All funeral processions, upon entering the cemetery grounds, shall be under the control and supervision of the Cemeteries' Manager (the "Manager") or designees. However, this Rule shall not alter the responsibility of the funeral director to be present and to conduct the burial services as provided by the laws of the State of Florida and the Rules and Regulations governing the cemeteries.

RULE 3. CASKET NOT TO BE DISTURBED — Once a casket containing a body is placed within the confines of a cemetery, no funeral director, embalmer, assistant, employee or agent, shall be permitted to open the casket or to touch the remains unless consent is given by a legal representative of the deceased, or pursuant to a court order.

SECTION C

Interments and Disinterments Generally

RULE 1. SUBJECT TO LAW — In addition to these rules and regulations, all interments, disinterments and removals are made subject to the orders and laws of the properly constituted authorities of the City, Broward County and State of Florida.

RULE 2. TIME AND CHARGES — All interments, disinterments and removals must be made at the time and in the manner and upon such charges as fixed by the City.



RULE 3. HOLIDAYS — No interments, disinterments, removals, or interment services shall be permitted on Sundays, or on any of the following City observed holidays: New Year's Day, Memorial Day, Fourth of July, Christmas Day and extended weekends. The City may refuse to provide for an interment until a more expedient time is available if the remains arrive at a cemetery gate after 3:30 P.M. or if too many internments arrive at the same hour.

RULE 4. NOTICE — The Manager shall be notified at least forty-eight (48) hours prior to any interment, and at least one (1) week prior to any disinterment or removal.

RULE 5. APPLICATION FOR INTERMENT — The City reserves the right in the absence of the Certificate of Ownership to refuse interment in any lot or plot, and to refuse to open any burial space for any purpose, except upon written application by the lot or plot owner of record. A verbal order may be accepted by the Manager, when the verbal order is from a licensed funeral director and the licensed funeral director accepts the responsibility to meet all charges incurred by the City, including the responsibility for the purchase price of the lot or plot and the charges for opening and closing a grave, as well as any and all other charges, provided, however, that the provisions of Rule 8 shall still apply in instances of orders given verbally.

RULE 6. CONCRETE BOXES — Every earth interment shall be made so that it is enclosed in a concrete box/vault/liner. A concrete vault, box or liner provided by the funeral director shall be of a type approved by the Manager and must be installed by the funeral director under the supervision of the Manager. This includes adult, infant and cremation interments. If cremains are placed in a sealed cremation urn made of marble or granite, it can be placed directly into a plot without a vault or liner.

RULE 7. LOCATION OF INTERMENT SPACE — When instructions regarding the location of an interment space cannot be obtained, or are indefinite or when for any reason the interment space cannot be opened where specified, the Manager may, in his



the Manager's discretion, open it in such location of the lot deemed best and proper, so as not to delay the funeral and the City shall not be liable in damages for any error made.

RULE 8. ORDERS GIVEN VERBALLY — The Manager shall not be held responsible for any order given verbally, or for any mistake occurring from the lack of precise and proper instructions as to the particular space, size and location in a plot where interment is desired.

RULE 9. ERRORS MAY BE CORRECTED — The City shall have the right to correct any error that may be made by it either in making interments, disinterments or removals, or in the description, transfer or conveyance of any interment property, either by canceling such conveyance and substituting and conveying in lieu of such conveyance other interment property of equal value and similar location to the extent possible, or conveyance by a method selected by the Manager, or in the sole discretion of the City, by refunding the amount of money paid on account of the purchase. In the event such error shall involve the interment of the remains of any person in a different location, the Manager shall have the right to remove or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed. The Manager shall also have the right to correct any errors made by placing an improper inscription, including an incorrect name or date on the memorial.

RULE 10. DELAYS IN INTERMENTS CAUSED BY PROTESTS — The City shall not be liable for any delay in the interment of any remains where a protest against the interment has been made, or where the Rules and Regulations have not been complied with, and, the City shall have the right, under such circumstances, to place the remains in a receiving vault until full rights have been determined. The Manager shall be under no duty to recognize any protests of interments unless they are in writing and filed in the office of the Manager.



RULE 11. NOT RESPONSIBLE FOR EMBALMING OR IDENTITY — The City and the Manager shall not be liable for the interment permit nor for the identity of the person sought to be interred or who was cremated, nor shall the City or Manager be liable in any way for the embalming of the body.

RULE 12. NO INTERMENT PERMITTED UNLESS PROPERTY PAID FOR IN FULL — No interment shall be permitted on in, or memorial placed in or on, any lot or plot in a cemetery where the purchase price for it has not been paid in full.

RULE 13. INTERMENT OF MORE THAN ONE BODY — Not more than one body, or the remains of more than one body, shall be interred in one grave, except in the case of a parent and newborn child, unless such grave has been purchased with the written agreement that more than one body, or the remains of more than one body, may be interred, or by written consent of the Manager, and provided proper identification is made of such interment or interments identified on one regulation memorial. When a full size adult plot is used for cremated remains, a maximum of two (2) urns may be placed in the plot.

RULE 14. CITY EQUIPMENT USED — Tents, artificial grass, lowering devices, and other equipment owned by the City, in connection with the operation of the City cemeteries, shall be used exclusively in making interments, disinterments and removals.

SECTION D

Disinterments and Removals

RULE 1. REMOVAL FOR PROFIT PROHIBITED — Removal by the heirs of a body or cremated remains so that the lot or plot may be sold to themselves or another person, or removal contrary to the expressed or implied wish of the original plot or lot owner, is prohibited.



RULE 2. MAY OBTAIN LARGER PLOT — A body or cremated remains may be removed from its original lot or plot to a larger or preferred lot or plot in a cemetery, where there has been an exchange or purchase for that purpose and City expenses are fully paid.

RULE 3. CARE IN REMOVAL — The Manager shall exercise the utmost care in making a removal, but assumes no liability for damage to any casket, burial case or urn incurred in making the removal.

SECTION E

Service Charges

RULE 1. PAYMENT OF SERVICE CHARGES — The charges for the services in connection with an interment, disinterment or removal must be paid at the time of the issuance of the order for interment, disinterment or removal.

RULE 2. GRATUITIES MAY NOT BE ACCEPTED BY EMPLOYEES — No person, while employed by the City shall be given or receive any fee, gratuity or commission in connection with performance of City duties.

SECTION F

Burial Rights of Plot Owners

RULE 1. RIGHT OF INTERMENT UNDER CERTIFICATE OF OWNERSHIP — At the time of purchase of a lot or plot, or at any time thereafter during the purchaser's or transferee's lifetime, and in accordance with these Rules and Regulations, the owner or owners of any such lot or plot may present his or her or their Certificate of Ownership and execute in the office of the Manager specifically designating the persons entitled to be buried in any or all of the plots in the lot, or vesting the right of designation for



unreserved plots in a named person. No other person may be buried in any plot designated by the owner, or owners, in the Certificate of Ownership except by an amended Certificate of Ownership, executed by the owner or owners in the office of the Manager.

The owner or owners of any lot may identify in the Certificate of Ownership the names of the persons to be interred and limit the persons entitled to be buried in the lot to those persons designated in the Certificate of Ownership. In the event the owner or owners fail to designate burial rights as to each plot in the lot, or fail to limit burials in the plot to those designated in the Certificate of Ownership, then, as to the plots not designated, the right of burial shall be as provided in Section F, Rule 2, Paragraph (b) of these Rules.

Upon application by any person for interment of a body in a given plot, the burden of proof as to the identity of the person to be interred rests upon the applicant. No liability shall rest upon or be chargeable to the City in case of a false or negligent statement in any such application. The City will make diligent effort to determine that only persons entitled to be interred in a given plot are so interred.

RULE 2. RIGHT OF INTERMENT IN ABSENCE OF CERTIFICATE OF OWNERSHIP

— In the absence of a Certificate of Ownership by the registered owner of a lot, the right of interment shall be in the following order:

- (a) One plot shall be forever reserved for the owner and one for the owner's surviving spouse, if any.
- (b) The remaining plots in the lot shall be held in trust by the City, for burial of the following persons in the order of their death and request for burial:
 - (1) The children of the owner or owners, and their respective spouses.
 - (2) Lineal descendants of the owner or owners and their respective spouses.



- (3) Parents of the owner or owners.

RULE 3. VESTED RIGHTS OF LOT OWNERS — The burial rights in all lots and plots conveyed shall be presumed to be the sole and separate property of the person or persons named as grantee in the Certificate of Ownership, in accordance with these Rules and Regulations; provided, however, that the husband or wife shall have a vested right of interment of his or her body in any burial plot conveyed to the other, which shall continue as long as he or she shall remain the husband or wife of the plot owner or shall be his or her wife or husband at the time of such plot owner's demise. No conveyance or transfer shall divest the husband or wife of an owner of his or her vested right of interment without the joinder executed by the spouse in the office of the Manager.

RULE 4. INALIENABILITY OF CEMETERY PLOTS — All lots, the use of which has been conveyed in a Certificate of Ownership, are indivisible.

Whenever an interment of the remains of a member, or of a relative of a member of the family of the record owner, or of the record owner, is made in a plot, the plot becomes non-transferable and shall be held as the family plot of the owner, except as otherwise provided by Certificate of Ownership.

SECTION G

Transfers or Assignments

RULE 1. CEMETERY LOTS AND PLOTS NOT TO BE BEQUEATHED — No cemetery lot or plot may be bequeathed or devised by will as is other property or real estate, nor shall a lot or plot descend according to the laws of descent and distribution.

RULE 2. CONSENT OF THE CITY — No transfer or assignment of any lot or plot, or interest in them, shall be valid without the consent in writing of the Board of Trustees, and such transfer or assignment must be executed in the office of the Cemetery



Manager, and upon forms provided by the City. The original Certificate of Ownership must be presented at the time an application for a transfer is made.

RULE 3. TRANSFER OF OPTION PROHIBITED — The City may refuse to consent to a transfer of any option to purchase, where a balance of the purchase price is still owing to the City.

RULE 4. TRANSFER CHARGES — All transfer of ownership in lots or plots shall be subject to a charge of \$100.00, which charge must be paid to the City when the transfer is recorded.

RULE 5. CITY MAY BUY — In the event the original lot owner moves his or her residence from Broward County permanently, and is not able to find a suitable buyer for the lot or plot, the City may buy back the lot or plot at the original price paid, provided, however, that a deduction will be made of \$100.00 for the transfer charge.

SECTION H

Control of Work by City

RULE 1. WORK TO BE DONE BY THE CITY— All grading, landscape work and improvements of any kind, all care of lots and plots; all planting, trimming, cutting and removal of trees, shrubs and herbage, all openings and closings of lots and plots, and all interments, disinterments and removals shall be made by the City.

RULE 2. MANAGER MUST DIRECT AND MAY REMOVE IMPROVEMENTS — All improvements or alterations of lots and plots in a cemetery shall be under the direction of, and subject to, the consent, satisfaction and approval of the Manager; and should same be made without the Manager's written consent, the Manager shall have the right to remove, alter or change such improvements or alterations at the expense of the plot



or lot owners, and in any event, at any time, in the Manager's judgment, if they become deteriorated or unsightly.

SECTION I

Decoration of Plots

RULE 1. FLORAL REGULATIONS — No flower receptacles may be placed on any lot or plot unless made of rust-proof metal of approved size and design and same shall be set wholly beneath the level of the lawn. The Manager shall have authority to remove all floral designs, flowers, weeds, trees, shrubs, plants, herbage or items of any kind from the cemetery as soon as, in the judgment of the Manager, they become unsightly, dangerous, detrimental or diseased, or when they do not conform to the maintenance standards of the City. The City shall not be liable for floral pieces, baskets, frames or items in which, or to which, such floral pieces are attached, beyond the acceptance of such floral pieces for funeral services held in a cemetery. The Management shall not be responsible for frozen plants, or herbage of any kind, or for plantings damaged by the elements, thieves, vandals, or by other causes beyond City control. The Board of Trustees reserves the right to regulate the method of decorating lots and plots so that a uniform pleasant appearance may be maintained. The City reserves the right to prevent the removal of any flowers, floral designs, trees, shrubs, plants, or herbage of any kind, unless the Manager gives consent.

RULE 2. CERTAIN ORNAMENTS PROHIBITED — The placing of boxes, shells, toys, metal designs, ornaments, chairs, settees, glass vases, glass, wood or iron cases, and other articles of any kind upon plots or lots shall not be permitted. Garden mulch, ornamental rocks, stones and bricks, solar lights and PVC pipes shall not be permitted on the grounds, and if so placed, the Management reserves the right to remove them.



RULE 3. REMOVAL OF FLORAL FRAMES — Floral frames when removed from a lot or plot, unless called for within five (5) days after placement by those lawfully entitled to them, may be disposed of by the Management in any manner it sees fit.

RULE 4. URNS, ETC. SUBJECT TO APPROVAL — All fittings, adornments, urns, inscriptions and the like are subject to the approval, control, and acceptance or rejection by the Manager or designee in accordance with these Rules.

RULE 5. FLAGS - All flags for individual lots or plots shall be no larger than eight inches (8") by twelve inches (12"). Consistent with 36 USC 902(B)-(D) (Pub. L. 105-85, Section 1082) the POW/MIA flag and the United States flag may be placed on individual lots on the following days:

Date of internment

Armed Forces Day (third Saturday in May)

Memorial Day (the last Monday in May)

Flag Day (June 14)

Independence Day (July 4)

National POW/MIA Recognition Day (the 3rd Friday of September)

Veterans Day (November 11)

Since the state of Florida recognizes Confederate Memorial Day (4th Monday in April), the graves of confederate veterans may be recognized with a confederate flag. These flags are to be removed no later than three (3) days after the designated display day.

The Thin Blue Line "Police" flag may be placed on an individual lot on the following days:

Day of internment

Police Officer Memorial Day (May 15)

No other flags are permitted to be displayed without the advance written consent of the Board of Trustees. All flags must be removed within three days after the date of



permitted placement. Failure to timely remove any flag shall be cause for the City to remove it and dispose of flags that are not timely removed, with no liability of the City.

SECTION J

Roadways and Replatting

RULE 1. RIGHT TO REPLAT, REGRADE AND USE PROPERTY — The right to enlarge, reduce, re-plat or change the boundaries or grading of a cemetery, or of a section or sections, from time to time, including the right to modify or change the locations of, or remove or regrade roads, drives or walks, or any parts of them, is expressly reserved to the City. The right to lay, maintain and operate, or alter or change pipe lines or gutters for sprinkling systems, drainage systems or components, lakes, etc., is also expressly reserved to the City, as well as the right to use cemetery property not sold to individual lot owners for cemetery purposes, including the interring and preparing for interment of deceased persons' remains, or for anything necessary, incidental or convenient from them. The City reserves to itself and to those who visit a cemetery, a perpetual right of ingress and egress over lots and plots for the purpose of passage to and from other lots or plots.

RULE 2. NO RIGHT GRANTED IN ALLEYWAYS — No easement or right of interment is granted to any lot or plot owner in any road, drive, alley or walkway within a cemetery, but such road, drive, alley or walkway may be used as a means of access to the cemetery and its buildings as long as the Management devotes them to such purposes.

SECTION K

Conduct of Persons Within a Cemetery

RULE 1. MUST USE WALKWAYS — Persons within cemetery grounds shall use only the avenues, walkways, alleys and roads. The City shall not be liable for any injuries



sustained by any person injured while walking on grass or while using any portion of a cemetery other than the avenues, walkways, alleys or roads.

RULE 2. TRESPASSERS ON CEMETERY PLOTS — Only the lot or plot owner, relatives and friends of the deceased person shall be permitted to visit a lot or plot.

RULE 3. CHILDREN — Children under fifteen years of age shall not be permitted within a cemetery or its buildings, unless accompanied by a parent, guardian or responsible adult over the age of 18 years old.

RULE 4. FLOWERS, ETC. — All persons are prohibited from gathering flowers, either wild or cultivated, or breaking limbs of trees, shrubbery or plants, or feeding or disturbing birds, fish or other animal life within cemetery grounds.

RULE 5. REFRESHMENTS — No person shall be permitted to bring food, beverages and refreshments of any kind within cemetery grounds or buildings. Alcoholic beverages are strictly prohibited.

RULE 6. TRESPASSING PROHIBITED — Persons other than plot and lot owners, relatives and friends of a deceased person shall not be permitted to trespass in a cemetery, or in or around any of the buildings.

RULE 7. LOUNGING ON GROUNDS — No one shall be permitted to sit or to remain in or on any of the grounds, graves or monuments in a cemetery or in any of the buildings unless such person is visiting a gravesite.

RULE 8. LOUD TALKING — No loud talking or loud music shall be permitted on and within cemetery grounds within hearing distance of persons attending funeral services or if audible to any nearby residential area.

RULE 9. SMOKING — Smoking within any of the buildings is prohibited.



RULE 10. RUBBISH/LITTER — The depositing or throwing of rubbish on the drives and paths, or on any part of cemetery grounds, or in the buildings, is prohibited. Receptacles for waste material are located at convenient places and must be used.

RULE 11. AUTOMOBILES — Automobiles shall not be driven through the grounds at a greater speed than fifteen miles per hour, and must always be kept on the right hand side of a cemetery roadway. Automobiles are not allowed to park or to come to a full stop in front of an open grave, unless such automobiles are in attendance at a funeral service.

RULE 12. BICYCLES AND MOTORCYCLES — No bicycles or motorcycles shall be admitted to a cemetery except such as may be ridden by persons in attendance at funerals or engaged in official business.

RULE 13. PEDDLING OR SOLICITING — Peddling of flowers, plants or any item or soliciting the sale of any commodity is prohibited within the confines of the cemeteries.

RULE 14. NOTICES AND ADVERTISEMENTS — No signs, notices or advertisements of any kind shall be allowed in a cemetery unless placed by the Management.

RULE 15. PETS/ANIMALS — No one shall be allowed to bring an animal or pet onto the cemetery grounds or in any of the buildings, other than service animals as permitted by law.

RULE 16. TIME GROUNDS AND OFFICE OPEN — The cemetery grounds and buildings shall be open from dawn to dusk. The cemetery offices shall be open at the times and days designated by the Manager.

RULE 17. MANAGER TO ENFORCE RULES — The Manager is empowered to enforce all Rules and Regulations, and to exclude from the cemeteries any person



violating them. The Manager shall have charge of the grounds and buildings, including the conduct of funerals, traffic, employees, lot and plot owners and visitors, and, at all times shall have supervision and control over the conduct of all persons in the cemeteries.

SECTION L

Gratuities

RULE 1. GRATUITIES MAY NOT BE ACCEPTED BY EMPLOYEES — No person, while employed by the City shall seek or receive any fee, gratuity or commission, except from the City, either directly or indirectly, under penalty of disciplinary action.

SECTION M

Protection Against Loss

RULE 1. WHEN CITY NOT RESPONSIBLE — The City shall take reasonable precautions to protect lot and plot owners and their rights within the cemeteries from loss or damage but disclaims all responsibility for loss or damage from causes beyond the reasonable control of the City, and, especially, from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or indirect.

SECTION N

Change of Address of Plot Owners

RULE 1. LOT AND PLOT OWNERS MUST NOTIFY MANAGEMENT — It shall be the duty of each lot and plot owner to notify the Management of any change in one's mailing



address. Notice sent to a lot or plot owner at the last address on file in the office of a cemetery shall be considered sufficient and proper legal notification.

SECTION O

Perpetual Care

RULE 1. PERPETUAL CARE OF PLOTS — Perpetual care is that care and maintenance necessitated by natural growth and ordinary wear which can be provided at reasonable intervals with income from the perpetual care fund, and includes the planting, cutting, watering, and care of lawns, trees and shrubs; the cleaning and upkeep of buildings; and the maintenance of utilities, walls, roadways and walkways. The City may also use a portion of the income from such fund for such general care, maintenance, repairs and embellishment as it in its sound discretion shall deem to be for the best interests of the cemeteries to the end that the cemeteries are generally to be kept in the best condition possible within the limits of such income.

RULE 2. INVESTMENT OF PERPETUAL CARE FUNDS — The money received for perpetual care shall be held in trust and invested as provided by City policy. The Board of Trustees reserves the right, however, either to handle all investments itself, or to deposit such funds with any person, company or corporation qualified to act as a trustee for such funds.

RULE 3. EXPENDITURE LIMITED TO INCOME — Perpetual care, whether applied to lots, plots, graves or to any space within the confines of a cemetery, shall be limited to the income received from the investment of the perpetual care fund with no part of the principal being expended.

RULE 4. FUNDS MAY BE DEPOSITED WITH OTHERS OF LIKE CHARACTER — It is understood and agreed between any purchaser and the City that all of the perpetual care funds shall be deposited in the official depository designated by the Board of



Trustees to the end that the income from such accumulated perpetual care fund shall be used in the general improvement and perpetual care as above provided but in no case shall an obligation of the Management be construed as a contract to care for any individual property or space other than as provided above and the endowment care of the cemeteries shall be limited to such care as can be provided with the net income received from the investment of the funds.

RULE 5. TRUSTEES TO DIRECT EXPENDITURES — The net income from the perpetual care fund shall be expended by the Board of Trustees in such a manner as will, in its judgment, be most advantageous to the lot, plot and mausoleum owners as a whole. The Board of Trustees is given the full power and authority to determine upon what property, for what purpose, and in what manner, the income from the fund shall be expended, and it shall expend the income in such a manner as, in its sole judgment, it may deem advisable for the care, reconstruction, repair and maintenance of all or any portion of the cemeteries' grounds, and it may also expend the income for attorney fees and other costs necessary to the preservation of the legal rights of the City in the operation of the cemeteries.

RULE 6. AMOUNT OF DEPOSIT FOR GROUND PLOTS — From the purchase price of any lot, plot or mausoleum space, there shall be set aside for the perpetual care fund not less than 50% of the sale price. The City is prohibited from donating, giving or issuing a Certificate of Ownership for any lot, plot or mausoleum space in the cemeteries to any person or persons, firm, corporation or organization, without the payment of the full amount of the purchase price.

RULE 7. RECORD OF DEPOSITS — The record books of the cemeteries, and the receipts issued by the City shall show the amount of the endowment care funds that have been collected and set aside in each case.



RULE 8. CHARITABLE PURPOSE OF PERPETUAL CARE FUNDS — The sums paid in or contributed to the perpetual care funds are expressly authorized for a charitable purpose.

SECTION P

Rules for Memorial Work

RULE 1. GENERAL — Monuments or stones of any kind, or enclosures, shall not be permitted. Only bronze tablets or markers shall be allowed, and they must be set level with the ground at the head, foot or both of each grave, except in the case of a family marker, which shall be set in the center of the plot. The foundation must be placed by the City. No markers may be set to embrace two or more lots, nor shall double markers be permitted, nor shall two or more inscriptions be allowed on one marker, unless specifically permitted by the Management. The Management shall make all decisions as to whether a marker is placed at the head or foot of a grave. Unless otherwise specified the head of a grave shall be located away from a sidewalk, road, drive, path or walkway.

RULE 2. BRONZE MARKERS — All bronze markers are to be placed by the City. No marker shall be placed without the written approval of the City and any marker will be removed which does not comply with rules and regulations of the cemeteries.

RULE 3. BRONZE MEMORIALS — To preserve uniformity, style, grade and workmanship of bronze memorials, all such memorials shall be manufactured of such bronze material as approved by the City, and of such standard design and material prescribed by the City, which designs are on display at the cemetery office and shall be purchased from the City and paid for at their regular published price at the time of purchase. The price of such bronze memorials shall at all times be reasonable and the memorials shall be of this quality, workmanship and design.



RULE 4. NO METAL OTHER THAN BRONZE — No metal other than standard bronze as prescribed by the Management will be permitted in any memorial.

RULE 5. MEMORIALS — No family or organization marker shall be allowed in any lot or plot of an area of less than 200 square feet. This rule applies to family plots as well as plots reserved for churches or any other organizations.

RULE 6. STANDARD SPECIFICATIONS — The following standard specifications are provided for the use of manufacturers of bronze memorial tablets intended for placement in a cemetery (all markers or tablets are subject to the approval of the Management prior to placement, and acceptance or rejection shall be based upon the specifications contained in this Rule. A one-time temporary marker will be placed at the gravesite as a courtesy until a permanent marker can be obtained. After 90 days the temporary marker will be removed by the City. The family of the deceased will be responsible for placement of a City approved memorial.

1. Sizes and Dimensions
 - A. Outside dimensions include flange
 1. Family Memorial:
Width—Not less than 13 inches and not more than 24 inches.
Length — Not less than 42 inches and not more than 60 inches.
 2. Individual Markers:
Width — Not less than 12 inches and not more than 18 inches.
Length — 24 inches.
 3. Infant Memorials:
Width — Not less than 6 inches and not more than 10 inches.
Length — Not less than 12 inches and not more than 20 inches.
 4. Approved bronze memorial vases may be substituted for any individual or infant marker.
 - B. Sloping Flange
 1. Width — 2 inches on both large and small markers.
 2. Height of flange edges — not less than 3/8 inches.



3. Thickness of metal — not less than 3/16 inches.
- C. Attachment Bolts
 1. 6 bronze attachment bolts on back face of each marker.
 2. Diameter — not less than 5/16 inches.
 3. Exposed length — not less than 3 inches.
 4. Must be formed for concrete setting.
 5. Bolts may be cast integrally or attached by screw, threading not less than 3/8 inches, in case lugs are on back face of casting.
2. Materials
 - A. Standard of quality — Bulletin No. QQB-691b-A1 of the U. S. Bureau of Standards on the subject of “bronze castings”.
 1. Proportions of materials as follows:
88% copper, 2% lead, 8% tin, 7% zinc; a variation not exceeding 1% is permissible on each above material specified; all virgin metals must be used and mixed to a uniform alloy at proper temperature.
 2. No other alloys of metals or combinations of materials are acceptable.
3. Designs
 - A. Standard designs are on display at the cemetery office.
 - B. Any design other than a standard design is subject to advance written approval by Management before placement.
4. Craftsmanship
 - A. General Requirements
 1. Markers shall be free from sand holes, pits and other imperfections which mar the appearance of and impair the usefulness and stability of the finished markers.
 2. All ornaments shall be clean and precise, and all edges true and accurate to the standard dimensions defined in this document.
 - B. Lettering



1. Shall be carefully spaced and accurately set in line, both vertically and horizontally.
 2. Names, dates, inscriptions and emblems shall be arranged so as to result in an artistic and neat appearing plate.
 3. Style of lettering should be preferably round-faced classic, V-shaped classic, or flat-faced classic. Other styles of lettering are permitted but are subject to advance written approval by Management.
5. Finish
- A. General Requirements
1. Castings shall be free from scale, sand, pinholes and pits.
 2. All ornamentation, face of letters and background shall be hand-chased, hand-tooled and burnished appropriately for a memorial tablet.
 3. Matching of approved color and texture, as per sample marker, shall be done by an oxidizing process approved by Management.
 4. No colored lacquer or lacquer-carrying-pigment shall be used.

RULE 7. ERRORS IN PLACING OF MEMORIALS — The Management reserves and shall have the right to correct any error that may be made by its employees or to have any person responsible for the error in the location or placing of a memorial in the cemetery to correct it.

SECTION Q

Certificate and Rules and Regulations

Sole Agreement

RULE 1. STATEMENTS OF SALES AGENTS — The Certificate of Ownership, and these Rules and Regulations, and any amendments to them, shall be the sole agreement between the City and the lot or plot owner.



SECTION R

Modifications and Amendments

RULE 1. EXEMPTIONS AND MODIFICATIONS —

A. General Provisions

1. Special cases may arise in which the literal enforcement of a Rule may impose unnecessary hardship. The City Manager reserves the right, without notice, to make exceptions, suspensions or modifications when, in the Manager's judgment, the same appear advisable and such temporary exceptions, suspensions or modifications shall in no way be construed as affecting the general application of such Rule.

RULE. 2. AMENDMENTS — The Board of Trustees may, and it expressly reserves the right at any time or times, to adopt new Rules and Regulations, or to amend, alter and repeal any Rule, Regulation and article, section, paragraph and sentence in these Rules and Regulations.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE APPROVING THE REQUEST, MADE BY ROD A. FEINER, ESQ., ON BEHALF OF 2750 GRIFFIN HOLDINGS, LLC FOR A REZONING (RZ-018-20) AND FLEXIBILITY UNITS ALLOCATION (OT-017-20) FOR PROPERTIES GENERALLY LOCATED AT 2750 GRIFFIN ROAD 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 COMMERCIAL (C-2) AND SINGLE-FAMILY 8000 RESIDENTIAL DISTRICT (RD-8000) TO PLANNED RESIDENTIAL DEVELOPMENT DISTRICT (PRD-1), SUBJECT TO CERTAIN RESTRICTIONS

Purchasing Requests ONLY

Dept:

Acct #:

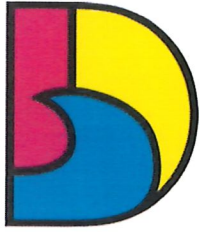
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

CM RZ-18-20 OPT, SR RZ-018-20 & OT-017-20 Griffin Living 1st READING, O-2020-Griffin Living Rezoning (RZ-018-20) and Flexibility Units Allocation (OT-017-20), Griffin Living (Location Map), Griffin Living app & backup, Griffin Living RZ notice OPT



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

DATE: July 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, Director
Corinne Lajoie, AICP, Assistant Director *CL*

SUBJECT: **RZ-018-20/OT-017-020:** The applicant, Rod Feiner, Esq. on behalf of the property owner 2750 Griffin Holdings, LLLP. Is requesting Rezoning and Assignment of Flex Units for a property located at 2730-2750 Griffin Road and 4850 SW 28 Avenue (FIRST READING).

Request

REZONING - To rezone the property from Community Business District (C-2) and Two-Family Residential District (RD-8000) to Planned Residential Development District (PRD-1).

ASSIGNMENT OF FLEX RESIDENTIAL UNITS – To allocate seventy-five (75) flex residential units.

The subject property is located south of Griffin Road between SW 27 Terrace and SW 28 Avenue. The property is approximately two net acres (1.9) in size and currently had a restaurant building, parking lot, residential lot and two small commercial buildings, all which are vacant today.

Background

This property is composed of multiple parcels that will be unified. The property currently has vacant structures on it at this time which will be removed. The applicant has several applications submitted associated with redevelopment of this site including a Plat, Site Plan and Variances which will be heard at a later date.

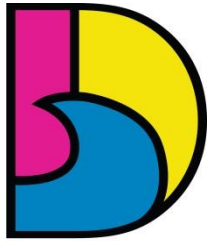
This application request requires a recommendation for the Planning and Zoning Board. The Planning and Zoning Board heard this item on July 17, 2020 where the motion for approval failed with a 2-2 vote (For: Grace, Roberson; Against: Peterman, Suriani; Absent; Shafa.)

Budgetary Impact

Approval of the Rezoning and Assignment of Flex will allow the opportunity for the redevelopment of the site.

Recommendation

Approve the resolution.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

DATE: July 28, 2020

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

VIA: Candido Sosa-Cruz, Assistant City Manager

BY: Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Assistance Director 

SUBJECT: **RZ-018-20/OT-017-020:** The applicant, Rod Feiner, Esq. on behalf of the property owner 2750 Griffin Holdings, LLLP. Is requesting Rezoning and Assignment of Flex Units for a property located at 2730-2750 Griffin Road and 4850 SW 28 Avenue.

Request

REZONING

To rezone the property from Community Business District (C-2) and Two-Family Residential District (RD-8000) to Planning Residential Development District (PRD-1).

ASSIGNMENT OF FLEX RESIDENTIAL UNITS

To allocate seventy-five (75) flex residential units.

PROPERTY INFORMATION

EXISTING ZONING:	RD-8000 and C-2;
LAND USE DESIGNATION:	Commercial
SITE LOCATION:	Between SW 27 Terrace & SW 28 Avenue, south of Griffin Road
SITE ACREAGE:	2.35 Gross Acres/1.93 Net Acres
EXISTING USE:	Vacant Restaurant, vacant commercial, vacant parking, vacation residential
CODE VIOLATIONS:	None.

PUBLIC HEARING NOTICE

This item was duly advertised, posted, and noticed pursuant to Article 610 of the Land Development Code.

Background

The subject property is located south of Griffin Road between SW 27 Terrace and SW 28 Avenue. The property is approximately two net acres (1.9) in size and all parcels area currently vacant.

REZONING

The applicant is requesting to change the zoning designation on the property from C-2 & RD-8000 to PRD-1. The use on the property will be changing from the existing to mixed-use including commercial & multifamily residential, thus necessitating the change. The applicant has submitted a site plan application to the department that proposes to redevelop the site for approximately sixteen thousand square feet (15,965 s.f.) of commercial & seventy-nine (79) multifamily units.

Article 645 of the City's LDC states, requests for rezoning shall be referred to the Planning and Zoning Board for recommendation and the City Commission shall determine if the application meets the criteria identify in Section 645-40, which are identified below.

(A) An application for a rezoning shall be reviewed in accordance with the following criteria:

(1) The request is consistent with the city's comprehensive plan; and

The request is consistent with the following Policies of the Comprehensive Plan:

- Policy 1.1 – “Provide for a mix of residential communities which will promote a diverse population and a healthy environment.”
- Policy 5.1 – “Encourage development to enhance the tax base of the community.”

In addition, the Owner and Applicant, concurrently with this application, has applied to the City for a flex unit allocation. Once flex units are allocated then the proposed request will be consistent with the City's Comprehensive Plan in terms of density.

(2) The request is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans, and master plans approved by the city commission; and

There are no redevelopment plans, corridor plans, nor neighborhood plans for this area.

(3) The request would not give privileges not generally extended to similarly situated property in the area, or result in an isolated district unrelated to adjacent or nearby districts; and

Along the Griffin Road Corridor there is commercially zoned property which fronts Griffin Road with residentially zoned property behind the commercial property. The proposed re-zoning allows both the commercial and residential uses to remain and thus the PRD Zoning District will not result in an unrelated or isolated zoning district when compared with adjacent and nearby zoning districts.

As the applicant has indicated in their justification statement, the PRD zoning district specifically allow for such a development where an amalgamation of property has occurred resulting in at least a one (1) acre lot and significant frontage along an arterial

roadway. Should another property owner be able to purchase lots along an arterial which meets these requirements they will also be able to use the mixed use provisions of the PRD Zoning District.

- a. The request furthers the city's adopted community redevelopment plan, if applicable; or*

There is no community redevelopment plan for this area.

- b. An error or ambiguity must be corrected; or*

Not applicable.

- c. There exists changed or changing conditions which make approval of the request appropriate; or*

The applicant has indicated, in today's society a mixed use development is essential to assist retail/commercial uses survive as the internet, especially with on-line delivery and purchasing, means that the time of the big box retail establishments or stand-alone commercial development seem to have past as many of these stores are now filing bankruptcy and closing locations. Thus, allowing mixed use and re-zoning to PRD allows appropriate use of the commercially zoned property, especially along an arterial street.

- d. Substantial reasons exist why the property cannot be used in accordance with the existing zoning; or*

The existing zoning districts which the property is currently zoned does not allow mixed use. The setback and other requirements of these zoning districts do not take into account the unique nature of a planned development, which is exactly what the PRD Zoning District attempts to accomplish. In addition, the depth of the property that is currently commercially zoned limits the ability for redevelopment.

- e. The rezoning is appropriate for the orderly development of the city and is compatible with existing (conforming) adjacent land uses, and planned adjacent land uses.*

The re-zoning allows a mixed use project, which is not currently allowed in the existing zoning districts, along a major arterial roadway that meets the requirements for frontage and total lot size. In addition, the re-zoning and the proposed development would actually apply uses that are currently permitted on adjacent lands but in a more coherent manner.

The applicant has provided a justification statement identifying how their request is consistent with these criteria.

FLEX ALLOCATION

The applicant is requesting seventy-five (75) flex units, which will increase the project's density from four (4) dwelling units to a total of seventy-nine (79) dwelling units. The City currently has six hundred, fifty-six (656) flex units city wide.

At staff's request, the applicant met with the adjacent residential neighborhood on following dates:

- February 28, 2020 the applicant hosted a community meeting at PJ Meli. Mailed invitations were sent to property owners within 450 feet of the development site.
- March 3, 2020 the applicant attended the meeting of the Griffin Civic Association to discuss this project.
- June 2, 2020 the applicant hosted a meeting on the property which was coordinated with the Griffin Civic Association.

On June 17, 2020 the project was heard by the Planning and Zoning Board. On June 19, 2020 the applicant sent a letter to all property owners within a 450 foot radius of the project notifying them of the following neighborhood outreach meetings that will be hosted by the developer on the site:

- June 24, 2020
- July 8, 2020
- July 15, 2020
- July 22, 2020

PLANNING AND ZONING BOARD ACTION

This application request requires a recommendation for the Planning and Zoning Board. The Planning and Zoning Board heard these items on July 17, 2020 where the motion for approval failed with a 2-2 vote (For: Grace, Roberson; Against: Peterman, Suriani; Absent; Shafa).

Recommendation

Approve the ordinance on first reading.

ORDINANCE NO. 2020-012

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 FOR A REZONING (RZ-018-20) AND FLEXIBILITY UNITS ALLOCATION (OT-017-20) FOR PROPERTIES GENERALLY LOCATED AT 2750 GRIFFIN ROAD 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 COMMERCIAL (C-2) AND SINGLE-FAMILY 8000 RESIDENTIAL DISTRICT (RD-8000) TO PLANNED RESIDENTIAL DEVELOPMENT DISTRICT (PRD-1), SUBJECT TO CERTAIN RESTRICTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, "Land Development Code," ("LDC") Part 6, "Development Review Procedures and Requirements," Article 645 "Rezoning" of the City Code of Ordinances (the "City Code"), 2750 Griffin Holdings, LLC (the "Applicant") has applied to the City of Dania Beach (the "City") for approval of a Rezoning (RZ-018-20) from C-2 and RD-8000 to PRD-1 and a Flexibility ("Flex") Units allocation (OT-017-20) of seventy five (75) units for properties generally located at 2750 Griffin Road, as legally described in Exhibit "A;" and

WHEREAS, the City Planning and Zoning Board, sitting as the Local Planning Agency, held a duly advertised public hearing on June 17, 2020 and recommended approval of the Rezoning (RZ-018-20) and Flex Units Allocation (OT-017-20) requests; and

WHEREAS, the City Commission conducted two (2) duly noticed public hearings in accordance with law; and

WHEREAS, the City Commission finds that the approval of the proposed Rezoning (RZ-018-20 and Flex Unit Allocation (OT-017-20) will protect the public health, safety, and welfare of the residents of the City, and further the purpose, goals, objectives and policies of the 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 pursuant to Chapter 28 “Land Development Code,” Part 6 “Development Review Procedures and Requirements,” Article 645 “Rezoning,” the Rezoning request (RZ-018-20) from C-2 and RD-8000 to PRD-1 for the property generally located at 2750 Griffin Road, as legally described in Exhibit “A,” is approved.

Section 3. That the assignment of seventy five (75) residential Flex Units (OT-017-20) from the city-wide unified Flex Zone for property legally described in Exhibit “A,” is approved.

Section 4. That issuance of a development permit by a municipality does not in any way create any right on the part of an applicant to obtain a permit from a state or deferral agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to first obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Section 5. 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 6. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 7. That this Ordinance shall be effective immediately upon its passage and adoption on second reading.

PASSED on first reading on July 28, 2020.

PASSED AND ADOPTED on second reading on _____, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF LOT 1 AND ALL OF LOTS 2 AND 3, BLOCK 2, "SEMINOLE PARK SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND THE SOUTH 287 FEET OF THE NORTH 322 FEET OF THE WEST 165 FEET OF THE EAST 1/2 OF LOT 4, BLOCK 2, SECTION 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST, "PLAT OF SEC'S 28, 29, 31 AND 32", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 32, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE SOUTH 88°21'49" WEST ON THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 32 FOR 153.70 FEET TO A POINT ON THE EAST LINE OF THE WEST 165 FEET OF THE EAST 1/2 OF SAID LOT 4; THENCE SOUTH 01°08'07" EAST ON SAID EAST LINE 35.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF GRIFFIN ROAD (STATE ROAD NO. 818) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 86015-2525, PAGE 12 OF 21, AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°08'07" EAST ON SAID EAST LINE 287.01 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 322 FEET OF SAID LOT 4; THENCE SOUTH 88°21'49" WEST ON SAID SOUTH LINE 165.01 FEET TO A POINT ON THE EAST LINE OF AFOREMENTIONED BLOCK 2, "SEMINOLE PARK SUBDIVISION", SAID LINE ALSO BEING THE WEST LINE OF THE EAST 1/2 OF SAID LOT 4; THENCE NORTH 01°08'07" WEST ON SAID EAST LINE 2.01 FEET TO THE SOUTHEAST CORNER OF AFOREMENTIONED LOT 3, BLOCK 2; THENCE SOUTH 88°21'49" WEST ON THE SOUTH LINE OF SAID LOT 3 FOR 129.86 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 2, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST 28TH AVENUE; THENCE NORTH 00°55'52" WEST ON SAID WEST LINE AND SAID EAST RIGHT-OF-WAY LINE 255.38 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE TO THE RIGHT, WITH A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 89°17'41" FOR AN ARC DISTANCE OF 46.75 FEET TO A POINT OF TANGENCY ON THE AFOREMENTIONED SOUTH RIGHT-OF-WAY LINE OF GRIFFIN ROAD (STATE ROAD NO. 818); THENCE NORTH 88°21'49" EAST ON SAID SOUTH RIGHT-OF-WAY LINE 264.21 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE, LYING AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA. CONTAINING 84,032 SQUARE FEET (1.9291 ACRES) MORE OR LESS.



17-20
18-20

UNIT
NING

RIFFIN ROAD
8 AVENUE

LIVING

ER
PROPERTY



BEACH
LOVE IT.

Feet
240 320



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CN
USDA, USDA, AeroGRID, IGN, and the GIS User Community

Lajoie, Corinne

From: Rod Feiner <rafeiner@coker-feiner.com>
Sent: Thursday, June 18, 2020 5:07 PM
To: Lajoie, Corinne
Cc: Norena, Eleanor; 'sharonsharaby@yahoo.com'; 'joseph@kallerarchitects.com'
Subject: Griffin Living Public Outreach
Attachments: dania mtg summ.pdf; griffin pub part notice.pdf

****CAUTION**** This email has originated from outside this organization, so proceed with extra caution when communicating with the sender or opening any attachments.

Corinne –

It was great seeing you (virtually) last night at the Planning & Zoning Board. I am sending this e-mail because I wanted to explain the Public Outreach we have already done on this project and we are continuing to do because there seemed to be some confusion at last night's Board meeting.

- A. In January, 2020 we (meaning my firm) sent a letter to all property owners within 450' of the project inviting them to attend a meeting on February 28, 2020 at the PJ Meli Aquatic Center to discuss this project. About 15 people attended. Attached to this e-mail is the report and sign in sheet for those that attended the meeting that I had sent to the City.
- B. On March 3, 2020 we also attended the meeting of the Griffin Civic Association to discuss this project. The Griffin Civic Association is the association that is responsible and/or represents the area where this project is occurring. There were about 30 people at this meeting.
- C. On May 28, 2020 (there was a delay due to the Pandemic and shelter in place orders) we e-mailed the completed traffic study to the Griffin Civic Association President and Chris Barille. In this e-mail I also requested that we meet with the Association and its members through Zoom or some other virtual method that I could host. As an alternative option I also said we could meet outside on the property observing social distancing requirements and protocols. The Griffin Civic Association requested a meeting occur on the property since many of its members felt uncomfortable meeting virtually.
- D. On June 2, 2020 we held a meeting on the property which was coordinated with the Griffin Civic Association. The Civic Association was responsible for informing the residents about this meeting. Again, about 20 members of the public were present at this meeting (generally speaking the attendees were the same people who attended the other meetings).
- E. At the Planning & Zoning hearing it appeared that some neighbors were not contacted by the Civic Association or did not know we were meeting with the Civic Association. As a result, we have sent the attached letter to all property owners within a 450' radius of the project. As you can see from the attached letter, we have invited the public to a meeting about this project which is to take every Wednesday for 5 weeks (June 24, July 1, July 8, July 15 and July 22) where we can discuss this project with members of the public. A member of the public can come to one meeting or all 5 should they want. We want to keep both the dialogue open and be responsive to the neighbors. We also want to make ourselves available on various dates and times to avoid any calendar conflicts.

Let me know if you have any questions or require any additional information. If you need copies of the e-mail between me and the Association about the traffic study or the June 2, 2020 meeting please let me know and I can provide these documents to you.

Thanks,

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

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Law Offices
COKER & FEINER
1404 South Andrews Avenue
Fort Lauderdale, FL 33316-1840

Telephone: (954) 761-3636
Facsimile: (954) 761-1818

Richard G. Coker, Jr., P.A.
Rod A. Feiner
Kathryn R. Coker

rgcoker@coker-feiner.com
rafeiner@coker-feiner.com
krcoker@coker-feiner.com

Via E-mail Only

February 20, 2020

Mr. Marc LeFerrier, Director
Community Development Department
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

Re: Griffin Living; Community Meetings

Mr. LeFerrier:

As you are aware, our firm represents Griffin Holdings, LLLP who is the Applicant for various development applications for the Griffin Living project. Griffin Holdings is also the owner of the property.

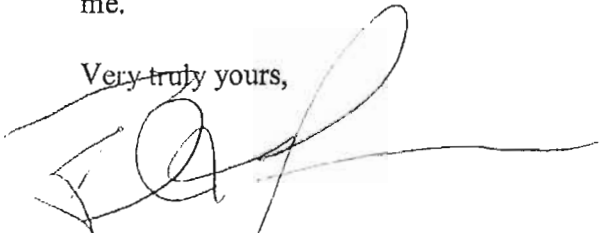
Please be advised that as the attorney for the Petitioner we advertised, notified and invited all property owners within 450 feet of the subject site to attend a meeting located at the PJ Meli Aquatic Complex, PJ Meli Community Center, 2901 SW 52nd Street, Dania Beach, FL 33312 on February 18, 2020 at 6:00 p.m. where we would brief them on the project. A project location map was part of the letter that was sent.

Several people attended the meeting. A copy of the sign-in sheet from the meeting is attached. We briefed the attendees on the proposed development and also showed the attendees the proposed site plan, elevations and floor plans related to the project. Some questions were asked about traffic movement, were improvements to SW 27th Terrace contemplated and what type of commercial uses were anticipated for the commercial space on the ground floor. Overall, the meeting was quite positive and I believe that those in attendance were supportive of the proposed project.

~~Please be advised that we are also presenting the project at the March meeting of the Griffin Civic Association and I will send another update following that meeting.~~

Should you have any questions or required any additional information please feel free to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to be 'Rod A. Feiner', with a long horizontal flourish extending to the right.

ROD A. FEINER
For the Firm
vtms

Name	Address & E-mail
Vivian AVERY	4975 SW 28 AVE ^{Gmail.com} vnavery@
Robert T G. Ward	4877 SW 28TH
Dennis A. Ward	4877 SW 28TH
Raymond	1790 SE 23rd Ave Apt 6-B FTL, FL ^{hagerado@gmail.com}
Donna Adams	4924 SW 27th Ave
George Nunez	4935 SW 27 Terr ^{Recr} ^{comca} geonunez@Net
Janice Perkins	2719 Griffin Rd ^{janice.perkins@rocketmail.co}
Sharon Sharaby	2790 Stirling RD ^{sharonsharaby@}
Robert Rec	4901 SW 27th St ^{brwam@} ^{yanke} ^{markukis@}

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1404 South Andrews Avenue
Fort Lauderdale, FL 33316-1840

Telephone: (954) 761-3636

E-mail: rafeiner@coker-feiner.com

June 19, 2020

Re: Notice of Community Meeting/Griffin Living Project

Dear Neighbor:

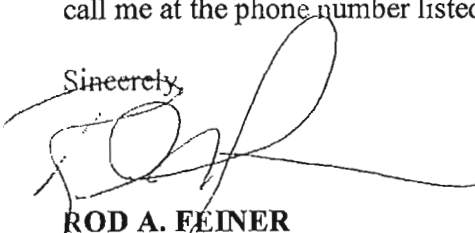
Please be advised that this firm represents 2750 Griffin Holdings, LLLP. Griffin Living owns the property located at 2750 Griffin Road. The property is generally located on the south side of Griffin Road between SW 28th Ave. and SW 27th Terrace.

2750 Griffin Holdings is currently pursuing a re-zoning to PRD-1 along with a site plan to allow a mixed-use redevelopment. As a neighbor to the project we would like to invite you to attend one or all of the following meetings to discuss and receive your input on the project.

We have scheduled a meeting every Wednesday¹ for the next 5 weeks at **6:30 p.m.** on the Subject Property. Please bring masks with you if you are going to attend a meeting as we want to comply with appropriate social distancing and CDC guidelines. Please feel free to attend one or all of these meetings. We value your input. At the meeting we will also have a copy of the proposed site plan and traffic study for you to review.

If you have any questions or would like to speak with me outside of the meeting, please feel free to call me at the phone number listed above or e-mail me at the e-mail address above.

Sincerely,



ROD A. FEINER
For the Firm

¹ Specifically, June 24, July 1, July 8, July 15 and July 22nd are the meeting dates.

COKER & FEINER

1404 S. Andrews Ave.
Ft. Lauderdale, FL 33316
Telephone: (954) 761-3636
Facsimile: (954) 761-1818

DATE: February 3, 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.



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: Flex Unit Allocation (SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

FEB 19 2020

BY: _____
Date Rec'd: _____

Petition No.: 05-017-20

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: requesting flex units
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: 78,084 Gross Acreage: _____ Prop. Square Footage: 78,084

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?

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 & Coles & 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*)

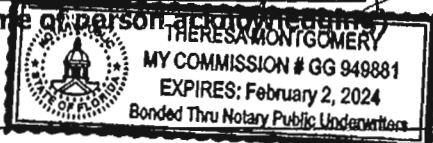
BEFORE ME THIS 14th DAY OF Feb, 2020

By:

Theresa Montgomery
(Print name of person acknowledged)

(Joint owner signature if applicable)

Notary



(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.**



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 19 2020

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☒ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

BY: _____
Date Rec'd: _____

Petition No.: RZ-018-20

(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.**

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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: rezoning from C-2 + RM-8000 to PZD
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: 78,084 Gross Acreage: _____ Prop. Square Footage: 78,084

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?

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 Red A. Feiner & Co. & 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.

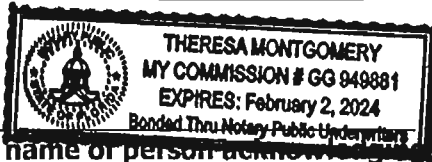
I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 14th DAY OF Feb, 2020

By:



(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Theresa Montgomery
(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.**

Rod Feiner

From: Rod Feiner
Sent: Tuesday, February 18, 2020 11:40 AM
To: LaFerrier, Marc (mLaFerrier@daniabeachfl.gov); 'cchurch@ci.dania-beach.fl.us'
Cc: Joseph Paipilla (jpaipilla@kallerarchitects.com); 'joseph@kallerarchitects.com'; sharonsharaby@yahoo.com
Subject: GRIFFIN LIVING - Re-Zoning and Flex Unit Applications
Attachments: 18223 - GRIFFIN LIVING_021720.pdf; 18223 - GRIFFIN LIVING_AERIAL-NW.jpg; Re-Zoning Justification Statement.docx; Legal for Opinion and Adjacent.docx; 65942 - GRIFFIN LIVING FOR PLAT.PDF; rezone app.pdf; flex app.pdf

Importance: High

Corinne and Marc—

I hope that this finds you well. Attached please find the following documents:

- A. Application for Re-Zoning
- B. Re-Zoning Justification/Criteria Statement
- C. Application for Flex Units
- D. Plans for the Proposed Project (since it is a PRD)
- E. Aerial of the Property
- F. Legal Description for the Property
- G. Survey

I will be filing the hard copies of these documents, along with the application fee, with the City today. If you want me to come by at any specific time please let me know.

I think that this should cover everything needed to process these applications. If you need additional information please let me know.

Thank you,

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.

LAW OFFICES
COKER & FEINER
1404 SOUTH ANDREWS AVENUE
FORT LAUDERDALE, FLORIDA 33316-1840

RICHARD G. COKER, JR., P.A.
ROD A. FEINER
KATHRYN R. COKER

TELEPHONE (954)761-3636
TELEFAX (954)761-1818

rgcoker@coker-feiner.com
rafeiner@coker-feiner.com
krcoker@coker-feiner.com

MEMORANDUM

Date: February 18, 2020
To: City of Dania Beach
From: Rod A. Feiner, Esq. 
Re: 2750 Griffin Holdings, LLLP
Re-Zoning Request

GENERAL PROJECT DESCRIPTION

GENERAL NATURE OF THE REQUEST

The Applicant and Owner, Griffin Holdings, LLLP ("Griffin Holdings") purchased several adjacent lots which both front Griffin Road and are immediately behind these lots. These lots have different zoning designations; specifically commercial (C-2) for the properties fronting Griffin Road and residential (RM-8000) for the properties which are immediately behind the commercial lots.

The Owner acquired the lots for the purpose of creating a unified mixed-use development which would have retail/commercial uses on the ground floor fronting Griffin Road and then residential apartments above. This type of development is now allowed in the PRD Zoning District. In fact, such mixed use development is essential to help retail/commercial uses survive as the internet, especially with on-line delivery and purchasing, means that the time of the big box retail establishments or stand-alone commercial development seem to have past as many of these stores are now filing bankruptcy and closing locations.

RE-ZONING REQUEST

A re-zoning from the C-2 and RD-8000 Zoning Districts, respectively, to the PRD-1 Zoning District.

RE-ZONING REVIEW STANDARDS

1. *The request is consistent with the City's Comprehensive Plan.*

The re-zoning request is consistent with the City's comprehensive plan. The Owner and Applicant, concurrently with this application, has applied to the City for a flex unit allocation. Once flex units are allocated then the proposed request is consistent with the City's Comprehensive Plan. Furthermore, mixed use development, which is what the PRD Zoning District now allows, is consistent with the City's Comprehensive Plan, especially along arterial corridors.

2. *The request is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans and master plans approved by the City Commission.*

The requested re-zoning is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans and master plans to the extent that such plans exist for this area.

3. *The request would not give privileges not generally extended to similarly situated property in the area, or result in an isolated zoning district unrelated to adjacent or nearby districts.*

The re-zoning request will not give privileges extended to other similarly situated properties or result in an isolated zoning district. The PRD Zoning District allows mixed use, commercial and residential uses, to occur on one property. Along the Griffin Road Corridor there is commercially zoned property which fronts Griffin Road with residentially zoned property behind the commercial property. The proposed re-zoning allows both the commercial and residential uses to remain and thus the PRD Zoning District will not result in an unrelated or isolated zoning district when compared with adjacent and nearby zoning districts.

Furthermore, the PRD Zoning Regulations specifically allow for such a development where an amalgamation of property has occurred resulting in at least a 1 acre lot and significant frontage along an arterial roadway. Should another property owner be able to purchase lots along an arterial which meets these requirements they will also be able to use the mixed use provisions of the PRD Zoning District, thereby

a. *The request furthers the City's adopted community redevelopment plan, if applicable*

There are not adopted community redevelopment plans for this area but the increase of density and adding commercial uses along an arterial roadway is an established goal in the City's Comprehensive Plan.

b. *An error or ambiguity must be corrected.*

There is no error or ambiguity in the Code, but instead the PRD zoning regulations were clarified to specifically allow mixed use development in certain instances. Following this clarification to the zoning code this property now meets the criteria and thus the re-zoning can be said to satisfy an ambiguity.

c. *There exists changed or changing conditions which make approval of the request appropriate.*

Changed or changing conditions exist which make approval of the request appropriate. In today's society a mixed use development is essential to assist retail/commercial uses survive as the internet, especially with on-line delivery and purchasing, means that the time of the big box retail establishments or stand-alone commercial development seem to have past as many of these stores are now filing bankruptcy and

closing locations. Thus, allowing mixed use and re-zoning to PRD allows appropriate use of the commercially zoned property, especially along an arterial street.

d. Substantial reasons exist why the property cannot be used in accordance with existing zoning.

The property cannot be used in accordance with existing zoning. The existing zoning districts which the property is currently zoned do not allow mixed use. In addition, the setback and other requirements of these zoning districts do not take into account the unique nature of a planned development, which is exactly what the PRD Zoning District attempts to accomplish.

e. The rezoning is appropriate for the orderly development of the City and is compatible with existing (conforming) adjacent land uses, and planned adjacent land uses.

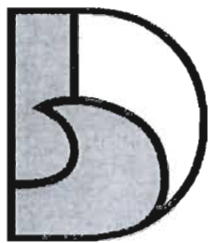
The re-zoning is appropriate for the orderly development of the City. The re-zoning allows a mixed use project, which is not currently allowed in the existing zoning districts, along a major arterial roadway that meets the requirements for frontage and total lot size. In addition, the re-zoning and the proposed development would actually apply uses that are currently permitted on adjacent lands but in a more coherent manner.

LEGAL DESCRIPTION FOR GRIFFIN LIVING

A PORTION OF LOT 1 AND ALL OF LOTS 2 AND 3, BLOCK 2, "SEMINOLE PARK SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND THE SOUTH 287 FEET OF THE NORTH 322 FEET OF THE WEST 165 FEET OF THE EAST 1/2 OF LOT 4, BLOCK 2, SECTION 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST, "PLAT OF SEC'S 28, 29, 31 AND 32", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 32, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE SOUTH 88°21'49" WEST ON THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 32 FOR 153.70 FEET TO A POINT ON THE EAST LINE OF THE WEST 165 FEET OF THE EAST 1/2 OF SAID LOT 4; THENCE SOUTH 01°08'07" EAST ON SAID EAST LINE 35.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF GRIFFIN ROAD (STATE ROAD NO. 818) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 86015-2525, PAGE 12 OF 21, AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°08'07" EAST ON SAID EAST LINE 287.01 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 322 FEET OF SAID LOT 4; THENCE SOUTH 88°21'49" WEST ON SAID SOUTH LINE 165.01 FEET TO A POINT ON THE EAST LINE OF AFOREMENTIONED BLOCK 2, "SEMINOLE PARK SUBDIVISION", SAID LINE ALSO BEING THE WEST LINE OF THE EAST 1/2 OF SAID LOT 4; THENCE NORTH 01°08'07" WEST ON SAID EAST LINE 2.01 FEET TO THE SOUTHEAST CORNER OF AFOREMENTIONED LOT 3, BLOCK 2; THENCE SOUTH 88°21'49" WEST ON THE SOUTH LINE OF SAID LOT 3 FOR 129.86 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 2, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST 28TH AVENUE; THENCE NORTH 00°55'52" WEST ON SAID WEST LINE AND SAID EAST RIGHT-OF-WAY LINE 255.38 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE TO THE RIGHT, WITH A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 89°17'41" FOR AN ARC DISTANCE OF 46.75 FEET TO A POINT OF TANGENCY ON THE AFOREMENTIONED SOUTH RIGHT-OF-WAY LINE OF GRIFFIN ROAD (STATE ROAD NO. 818); THENCE NORTH 88°21'49" EAST ON SAID SOUTH RIGHT-OF-WAY LINE 264.21 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE, LYING AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA. CONTAINING 84,032 SQUARE FEET (1.9291 ACRES) MORE OR LESS.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

AFFIDAVIT
CITY OF DANIA BEACH, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
MAILING LIST AND LABELS

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 Site Plan

(Briefly describe application, such as "site plan approval" or a "variance" or a "special exemption")
relating to Petition number(s) OT-017-20 & RZ-018-20.

2. Pursuant to **Sec. 610-20(D)** of the Land Development Code ("LDC") of the Code of Ordinances of the City of Dania Beach, Florida, I understand that there is a mailing date deadline for notices and that as the applicant for the petition, I must provide the City with:
- One (1) set of Mailing Labels, and
 - 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

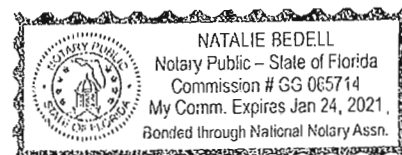
Title

On May 20, 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



FOLIO_NUMB	NAME	ADDRESS_LI	CITY	STATE	ZIP	ZIP4	LEGAL
504229011620	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309	3421	MARSHALLS EVERGLADE SUB 2-32 D29-50- 42PORTION OF RIGHT OF WAY FORGRIFFIN RD (ST RD 818) AS PERMISC MB 8-3
504229030010	JOHN & ROSINA SMITH REV TRSMITH,JOHN E & ROSINA TRSTEE	2141 NW 109 AVE	SUNRISE	FL	33322	3419	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
504229030050	LUCKLY LOTS LLC	1560 NE 205 TERR	MIAMI	FL	33179		MARSHALLS EVERGLADE SUB 2-32 D29-50- 42LOT 12 E 100 OF W 210 OF N 100OF S 110 LESS CO RD,12 S 164 OFE 100 OF W 110 LESS RD R/WSEBLK 4 AKA LOTS 1,2,3 LESS RDR/WVS BLK 2
504229030060	MEGNAUTH,DEOKUMAR	4761 SW 26 TER	FORT LAUDERDALE	FL	33312		MARSHALLS EVERGLADE SUB 2-32 D29-50- 42LOT 12 N 75 OF S 185 OF E 100 OFW 210 BLK 4-AKA LOT 4,6 S 21BLK 2-
504229030070	BOULAHANIS,PETER	1314 N 32ND AVE	MELROSE PARK	IL	60160	2806	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
504229030080	INGRAM,J B & PAMELA	4751 SW 26 TER	FORT LAUDERDALE	FL	33312	5910	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-
504229030090	MCLEAN,DANA L YNNEMCLEAN,ZACHARY ELIAS	4710 SW 27 AVE	FORT LAUDERDALE	FL	33312		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
504229030091	SANABRIA,RIGOBERTO	4730 SW 27 AVE	FORT LAUDERDALE	FL	33312	5903	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
504229030100	AVILA,AURA MARINA	4731 SW 26 TER	FORT LAUDERDALE	FL	33312	5910	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
504229030310	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	MARSHALLS EVERGLADE SUB 2-32 D29-50-42W 10 OF LOT 11,W 10 OF LOT 12LESS N 110 OF S 274,E 20 OF W3/4OF LOTS 11 & 12 LESS S 600,N 30OF S 600 OF W3/4 OF TR 12 LESSW 240 BLK 4, LESS POR LYING INGRIFFIN RD (ST RD 818) R/W PERMSC MB 8-3
504229140010	LUCKLY LOTS LLC	1560 NE 205 TERR	MIAMI	FL	33179		AVON HEIGHTS 38-38 BLOT 1 LESS PAR 28-W FORGRIFFIN RD R/W BLK 1
504229140020	LUCKLY LOTS LLC	1560 NE 205 TERR	MIAMI	FL	33179		AVON HEIGHTS 38-38 BLOT 2 LESS PAR 28-W FORGRIFFIN RD R/W BLK 1
504229140030	PERKINS,JANICE M	2779 GRIFFIN RD	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 3 TOGETHER WITH LOT 4 W1/2,LESS S 40 FOR ROAD BLOCK 1
504229140040	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309	3421	AVON HEIGHTS 38-38 BLOT 4 S 40 BLK 1
504229140050	BRADY,DWIGHT	11400 NW 4 CT	PLANTATION	FL	33325		AVON HEIGHTS 38-38 BLOT 5 LESS S 40 FOR RD & LOT 4E1/2 LESS S 40 FOR RD BLK 1
504229140060	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309	3421	AVON HEIGHTS 38-38 BLOT 6 S 40 BLK 1

5042291 40061	BRADY,DWIGHT	1320 SW 88 WAY	PEMBROKE PINES	FL	33025		AVON HEIGHTS 38-38 BLOT 6 W 10,LESS S 40 FOR RDBLK 1
5042291 40062	BRANN,JUSTIN & TAYLOR,NELSON	3020 NE 15 AVE	OAKLAND PARK	FL	33334	4408	AVON HEIGHTS 38-38 BLOT 6 E 50,LESS S 40 FOR RDBLK 1
5042291 40070	TAYLOR,NELSONBRANN,JUSTIN	3020 NE 15 AVE	OAKLAND PARK	FL	33334	4408	AVON HEIGHTS 38-38 BLOT 7 LESS S 40 FOR RD BLK 1
5042291 40080	HATZ PROPERTY INVESTMENTS LLC FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	6511 ARLINGTON LN 3400 W COMMERCIAL BLVD	PARKLAND FORT LAUDERDALE	FL FL	33073 33309		AVON HEIGHTS 38-38 BLOT 8,9 W1/2,LESS S 40 FOR RDBLK 1
5042291 40100	SCHEBOVITZ,NIKI	5241 SW 32 AVE	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 9 E1/2,10 LESS S 40 FOR RDBLK 1
5042291 40110	MIL PROPERTIES INC	2302 N 37 AVE	HOLLYWOOD	FL	33021	3603	AVON HEIGHTS 38-38 BLOT 13 LESS E 15 FOR RDBLK 1
5042291 40130	DROUSKIN,JIDAN	2708 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOTS 11 & 12,LESS PT OF RD,DESCRITHIN 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
5042291 40140	VINET,EMILE	4410 SW 34 TER	FORT LAUDERDALE	FL	33312	5644	AVON HEIGHTS 38-38 BLOT 14 BLK 1
5042291 40150	TURTLE BAY RESERVE LLC	2724 SW 47 ST	DANIA BEACH	FL	33004		AVON HEIGHTS 38-38 BLOT 15 BLK 1
5042291 40160	TORNESSI, ANDREA FABIANA H/E FERREIRA, ALVARO F	2732 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 16 BLK 1
5042291 40170	NELSON,BONICE S	2740 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 17 BLK 1
5042291 40180	RAMIREZ, IRIS	2748 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 18 BLK 1
5042291 40190	PUERTA,GUILLEMO	2756 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 19 BLK 1
5042291 40200	YEAA LLC RICHARD HOFFMAN REV TRHOFFMAN,RICHARD	151 N NOB HILL RD STE 455	PLANTATION	FL	33324		AVON HEIGHTS 38-38 BLOT 20 BLK 1
5042291 40210	TRSTEE	2772 SW 47 ST	FORT LAUDERDALE	FL	33312	5644	AVON HEIGHTS 38-38 BLOT 21 BLK 1
5042291 40220	MEKATTEN,ASSAF	2780 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 22 BLK 1
5042291 40230	SWAY 2014-1 BORROWER LLC	8665 E HARTFORD DR	SCOTTSDALE	AZ	85255		AVON HEIGHTS 38-38 BLOT 23 BLK 1
5042291 40240	PARDO,MARIA L	2796 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 24 BLK 1
5042291 40260	RODRIGUEZ,JUAN CARLOS & LIGIA	2789 SW 47 ST	FORT LAUDERDALE	FL	33312	5643	AVON HEIGHTS 38-38 BLOT 2 BLK 2
5042291 40270	YEAA LLC						
5042291 40280	% HYB HOLDING LLC	151 N NOB HILL RD STE 455	PLANTATION	FL	33324		AVON HEIGHTS 38-38 BLOT 3 BLK 2
5042291 40290	RITCHIE,JOSEPH WILLIAM	2773 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 4 BLK 2
5042291 40300	MURDOCK WILLIAM	2765 SW 47 ST	FORT LAUDERDALE	FL	33312	5843	AVON HEIGHTS 38-38 BLOT 5 BLK 2
5042291 40310	MERCADO,JUAN D & ROBIN A						
5042291 40320	LEMERCADO,JOSEPH & MERCADO, TRACEY	2757 SW 47 ST	FORT LAUDERDALE	FL	33312	5643	AVON HEIGHTS 38-38 BLOT 6 BLK 2
5042291 40330	DEL RIO,RAFAEL	2749 SW 47 ST	FORT LAUDERDALE	FL	33312	5643	AVON HEIGHTS 38-38 BLOT 7 BLK 2
5042291 40340	GONZALEZ,PELEGRIAN & ANA	2741 SW 47 ST	FORT LAUDERDALE	FL	33312	5643	AVON HEIGHTS 38-38 BLOT 8 BLK 2
5042291 40350	ALTMAN,CHRISTINA L	2733 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 9 BLK 2
5042291 40360	GREENWELL,WENDY ANNE	2725 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 10 BLK 2
5042291 40370	RENAUD,MARJORIE	2717 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 11 BLK 2
5042291 40380	HICKS,NANCY L	2709 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 12 BLK 2
5042291 40390							AVON HEIGHTS 38-38 BLOT 1 LESS COMM S E COROF SW1/4,WLY 831.24 TOCL 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
5042291 40400	N & D HOLDING INC	5310 W STATE ROAD 84	FORT LAUDERDALE	FL	33314	1240	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
5042291 40410	MESTRES,CIRO JR & MARY	604 RIVERSIDE DR #68	NEW YORK	NY	10031		

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 32-50-42PORTIONS OF E1/2 OF TRACTS 3 & 4LYING WITHIN 40' W OF E BOUNDARYOF SAID TRACTS AS DESC'D IN OR4172/432, 4200/866 & 5846/996BLK 2
504232010233	4941 LLC	7561 POLK ST	HOLLYWOOD	FL	33024		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
504232010234	HASSELBACH,WILLIAM F H/HASSELBACH,GARY PHILIP	4933 SW 27 AVE	FORT LAUDERDALE	FL	33312	6027	REED LAND CO SUB 2-32 D 32-50-42S 65 OF N 687 OF E1/2 OF TRS 3 & 4 LESS W 165 & LESS E 40FOR RD BLK 2
504232010235	BROUWER,ANDREW	4951 SW 27 AVE APT B	FORT LAUDERDALE	FL	33312	6027	REED LAND CO SUB 2-32 D32-50-42 S 65 OF N 817 OF THA1PT OF E1/2 OF TRS 3 & 4 LESS W165 & LESS E 15 FOR RDBLK 2
504232010250	NUNEZ,GEORGE	4935 SW 27 TER	FORT LAUDERDALE	FL	33312	5845	REED LAND CO SUB 2-32 D 32-50-42N 44 OF W 165 OF E1/2 LOT 3LESS E 15 & LESS OR 817/734,S44 OF W 165 OF E1/2 LOT 4 LESS E15 & LESS OR 817/734 BLK 2
504232010251	COX,JARED & ASHLEY	4935A SW 27 TER	FORT LAUDERDALE	FL	33312	5845	REED LAND CO SUB 2-32D 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
504232010260	MARQUEZ,LINA MARIA	4985 SW 27 TER	FORT LAUDERDALE	FL	33312		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 LESS E 15ROADS
504232010360	MARY P RICHARDS REV TRRICHARDS,MARY P TRSTEE	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
504232010361	RICHARDS,REILY D	3066 BRISTLECONE RD	AVON PARK	FL	33825		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
504232010370	2750 GRIFFIN HOLDINGS LLP	2200 NW CORPORATE BLVD STE 406	BOCA RATON	FL	33431		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
504232010380	2750 GRIFFIN HOLDINGS LLP	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 OFE1/2 BLK 2
504232010390	PK2810 INC	320 SE 16 AVE	FORT LAUDERDALE	FL	33301		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 POBELY & SLY ARC DISTOF 47.49,NWLY 30.37,SWLY 30.37TO POB BLK 2
504232010410	WICHER,KRZYSZTOF	4881 SW 27 AVE	FORT LAUDERDALE	FL	33312	5932	REED LAND CO SUB 2-32 D 32-50-42LOT 4 S1/2 OF S 130 OF N 426 OFE 165 LESS E 25 FOR RD BLK 2
504232010411	PADIN,MARIA BPADIN,HOWARD	25 HAWHORNE LN	BOYNTON BEACH	FL	33426		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
504232010412	PAPPA,JOHN III H/EPAPPA,DIANE	4891 SW 27 AVE	FORT LAUDERDALE	FL	33312	5932	REED LAND CO SUB 2-32 D 32-50-42LOT 4 N1/2 OF S 130 OF N 426 OFE 165 LESS E 40 FOR RD BLK 2
504232010413	LONESKE,REBECCA	41336 HIDDEN OAKS DR	CLINTON TWP	MI	48038	4531	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

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 32-50-42PORTION OF S 131' OF N 557' OF LOT 4 BLK 2 LYING WITHIN E 40' W& PARALLEL TO E/L OF SEC 32
504232010420	PLACA,ROBERT JR	4913 SW 27 TER	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 32-50-42LOT 4 S 120 OF N 528 OF W 1650F E1/2 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 1650F E1/2 BLK 2
504232010430	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501 -RP	FORT LAUDERDALE	FL	33301	1801	REED LAND CO SUB 2-32 D 32-50-42LOTS 3 & 4 E 15 OF W 165 OF S264 OF N 792 OF E1/2 BLK 2
504232010440	MCMAHON,LESLIE &MAJOVSKY,JURAU	740 ELLIOTT PL	COUPEVILLE	WA	98239	4014	REED LAND CO SUB 2-32 D 32-50-42LOT 4 S 88 OF N 616 OF W 150 OF E1/2 BLK 2
504232010910	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309	3421	REED LAND CO SUB 2-32 D 32-50-42THAT POR OF GRIFFIN RD (STATE RD818) LYING WITHIN SEC 32 AS PERMSC MB 8-3
504232020010	JOSEPHINE D BOVIE REV LIV TRBOVIE,JOSEPHINE D TRSTEE	2695 SW 121 TER	DAVIE	FL	33330		REED LAND CO SUB 2-32 DLOT 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
504232020020	MELIAN,SARAJORDAN, WILLIAM	4830 SW 27 AVE #1-2	FORT LAUDERDALE	FL	33312		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
504232020030	GARDNER,RONALD & MELISSA	4900 SW 27 AVE	FORT LAUDERDALE	FL	33312	6028	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		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
504232020052	ROBERGE,JOEL H/EROBERGE,EDWARD	4930 SW 27 AVE	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 32-50-42LOTS 9 & 10 S 65 OF N 687 OFW 145 LESS W 25 FOR RD BLK 1
504232020090	CATON,STEVEN A &HERNANDEZ,JONATHAN V	3790 RAMBLEWOOD CT	MELBOURNE	FL	32934		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 N OF S P UNREC
504232020091	FADLON,YUVAL	201 ANSIN BLVD # A	FORT LAUDERDALE	FL	33009		REED LAND CO SUB 2-32 D 32-50-42LOT 9 S 76.5 OF N 646 LESSE 300,LESS W 155 BLK 1AKA:S1/2 PAR O,S P UNREC
504232020092	CHRISTINE M PROST LIV REV TR DANIELLE AGUIAR LIV REV TR ETAL	PO BOX 290484	DAVIE	FL	33329		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
504232020093	KUZAVA,CAROL M	4940 SW 29 TER	FORT LAUDERDALE	FL	33312		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
504232020094	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004		REED LAND CO SUB 2-32 D32-50-42LOT 9 E 20 OF W 165 OF S 611 OFN 646 LESS E 10 OF S 350 OFN 646 & LESS E 10 OF S 100 OFN 296 OF W 165 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 D 32-50-42PT OF LOTS 9 & 10 DESC AS BE6300 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 TOPOB LOT 14 BLK 2 SP
504232020264	OBYMAKO,MICHAEL	2645 SW 49 CT	FORT LAUDERDALE	FL	33312		

504232020450	MORDES, JERRY & SUSAN LEMORDES, HERMAN	4836 SW 26 TER	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 32-50-42 LOT 9 S
504232060010	WEAR, RICKY D	4837 SW 28 AVE	FORT LAUDERDALE	FL	33312		120.5 OF N 416.5 LESSE 300 & LESS W 155 BLK
504232060020	NANAN, CHRISTAL	8590 NW 20 CT	FORT LAUDERDALE	FL	33312	5849	1AKA: PAR N 416.5 OF S P UNREC
504232060030	STEWART, THOMAS J & JENNIFER L	4891 SW 28 AVE	FORT LAUDERDALE	FL	33312		SEMINOLE PARK SUB 24-32 BLOT 3 BLK 1
504232060040	ALBALACH, AVRAHAM & TOVA ALBALACH, YOSSEI	PO BOX 417	DANIA BEACH	FL	33304		SEMINOLE PARK SUB 24-32 BLOT 5 BLK 1
504232060050	SNI PROPERTIES LLC	3396 SW 49 ST	FORT LAUDERDALE	FL	33312		SEMINOLE PARK SUB 24-32 BLOT 6 BLK 1
504232060060	SEPCARU, LIAT & EVAYNER, SHLOMO	4955 SW 28 AVE	FORT LAUDERDALE	FL	33312		SEMINOLE PARK SUB 24-32 BLOT 7 BLK 1
504232060070	AVERY, VIVIAN	4975 SW 28 AVE	FORT LAUDERDALE	FL	33312		SEMINOLE PARK SUB 24-32 BLOT 8 BLK 1
							SEMINOLE PARK SUB 24-32 BLOT 9 BLK 1
504232060130	2750 GRIFFIN HOLDINGS LLP	2200 NW CORPORATE BLVD STE 406	BOCA RATON	FL	33431		SEMINOLE PARK SUB 24-32 BLOT 1 LESS PT DESC
504232060140	2750 GRIFFIN HOLDINGS LLP	2200 NW CORPORATE BLVD STE 406	BOCA RATON	FL	33431		IN PAR 51 W OF CA 85-11749 LOT 2 N 60 BLK 2
504232060141	2750 GRIFFIN HOLDINGS LLP	2200 NW CORPORATE BLVD STE 406	BOCA RATON	FL	33431		SEMINOLE PARK SUB 24-32 BLOT 2 LESS N 60
504232060150	4880 SW 28 AVE LLC	19630 NE 26 AVE	MIAMI	FL	33180		BLK 2
504232060160	MANCINI, DAWN	4900 SW 28 AVE	FORT LAUDERDALE	FL	33312	5852	SEMINOLE PARK SUB 24-32 BLOT 3 BLK 2
							SEMINOLE PARK SUB 24-32 BLOT 4 BLK 2
504232060170	SCULLY, JACQUELINE T	4930 SW 28 AVE	FORT LAUDERDALE	FL	33312	5852	SEMINOLE PARK SUB 24-32 BLOT 5 N 64 BLK 2
							SEMINOLE PARK SUB 24-32 BLOT 5 S 21, 6 N 43
504232060180	ZEBRAUSKAS, JEROME C & MARY D	4940 SW 28 AVE	FORT LAUDERDALE	FL	33312	5852	BLK 2
504232060190	WINTERS, PAUL D LEWINTERS, KEVIN MICHAEL	4950 SW 28 AVE	FORT LAUDERDALE	FL	33312	5852	SEMINOLE PARK SUB 24-32 BLOT 6 S 42, 7 N 22
504232060200	RODRIGUEZ, PETER J & ILAG	4954 SW 28 AVE	FORT LAUDERDALE	FL	33312	5852	BLK 2
504232060201	BIANCO, LOUIS D	PO BOX 275	NEW SMYRNA	FL	32170	0275	SEMINOLE PARK SUB 24-32 BLOT 7 S 63 BLK 2
							SEMINOLE PARK SUB 24-32 BLOT 8 BLK 2
							SEMINOLE PARK SUB 24-32 BLOT 9 BLK 2
504232080010	N & D HOLDING INC	5310 W STATE ROAD 84	FORT LAUDERDALE	FL	33314	1240	JACARANDA HEIGHTS 31-31 BLOTS 1 & 2, LESS
							THEREFROM 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 S 194.6 OF W 36 OF E 39.9
							& LESS PAR 34-W FOR RD BLK 1 TOGET WITH PT
							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
							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 90 OF S 18 OF N 96 OF S
							194.60 OF W 36 OF E 39.90 AKA: NORTH BLDG
							PARKING SPACES
504232080021	MALIKMO LLC	899 N SUMMIT ST	CRESCENT CITY	FL	32112		JACARANDA HEIGHTS 31-31 BLOT 2 S 5, 3 BLK 1
504232080030	4847 HAGE PROPERTY LLC	1790 SE 23 AVE #6B	FORT LAUDERDALE	FL	33316		
	JOAN ALICE LEHMAN REV TRLEHMAN, JOAN						
504232080040	ALICE TRSTEE	2880 NE 14 ST #913	POMPANO BEACH	FL	33062	3659	JACARANDA HEIGHTS 31-31 BLOT 4 BLK 1
504232080050	WARD, ROBERT G JR	4877 SW 28 TER	FORT LAUDERDALE	FL	33312	5803	JACARANDA HEIGHTS 31-31 BLOT 5 BLK 1
	GEORGE & ELENA METZKES REV						
504232080060	TRMETZKES, ELENA TRSTES	6383 NW 40 AVE	COCONUT CREEK	FL	33073		JACARANDA HEIGHTS 31-31 BLOT 6 BLK 1
504232080070	IONITIA, ANA MARIA	4903 SW 28 TERR	FORT LAUDERDALE	FL	33312		JACARANDA HEIGHTS 31-31 BLOT 7 BLK 1
504232080080	KANJIRATHUMKAL, JIJIKANJIRATHUMKAL, JOHN	4911 SW 28 TER #1-2	FORT LAUDERDALE	FL	33312		JACARANDA HEIGHTS 31-31 BLOT 8 BLK 1
							JACARANDA HEIGHTS 31-31 BLOT 8 BLK 1
504232080290	REALTY ANALYSIS LLC	4930 SW 28 TER	FORT LAUDERDALE	FL	33312		JACARANDA HEIGHTS 31-31 BLOT 31 LESS E 10
							BLK 2
504232080291	SEPCARU, LIAT & EVAYNER, SHLOMO	4955 SW 28 AVE	FORT LAUDERDALE	FL	33312	5851	JACARANDA HEIGHTS 31-31 BLOT 31 E 10 BLK 2
							JACARANDA HEIGHTS 31-31 BLOT 32 LESS E 10
504232080300	BELTSIS, DIMITRIOS	4920 SW 28 TER	FORT LAUDERDALE	FL	33312		BLK 2
							JACARANDA HEIGHTS 31-31 BLOT 32 LESS E 10
504232080301	SNI PROPERTIES LLC	3396 SW 49 ST	FORT LAUDERDALE	FL	33312		JACARANDA HEIGHTS 31-31 BLOT 32 E 10 BLK 2



**NOTICE OF VIRTUAL PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA**

A Virtual Public Hearing will be conducted by the City of Dania Beach City Commission on the following date to consider the following application:

DATE: Tuesday, July 28, 2020
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: City Commission Virtual Meeting
Please visit www.daniabeachfl.gov/virtualmeetings for detailed instructions and the specific requirements for participating in the City's virtual quasi-judicial land use meetings.

SUBJECT: RZ-018-20/ OT-017-20: The applicant, Rod A. Feiner, Esq., on behalf of property owner 2750 Griffin Living Holdings, LLLP, is requesting the rezoning and assignment of Flex units for property located at 2730-2750 Griffin Road and 4850 SW 28TH Avenue (First Reading).

The following is the proposed Ordinance for the matter:

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 FOR A REZONING (RZ-018-20) AND FLEXIBILITY UNITS ALLOCATION (OT-017-20) FOR PROPERTIES GENERALLY LOCATED AT 2750 GRIFFIN ROAD 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 COMMERCIAL (C-2) AND SINGLE-FAMILY 8000 RESIDENTIAL DISTRICT (RD-8000) TO PLANNED RESIDENTIAL DEVELOPMENT DISTRICT (PRD-1), SUBJECT TO CERTAIN RESTRICTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

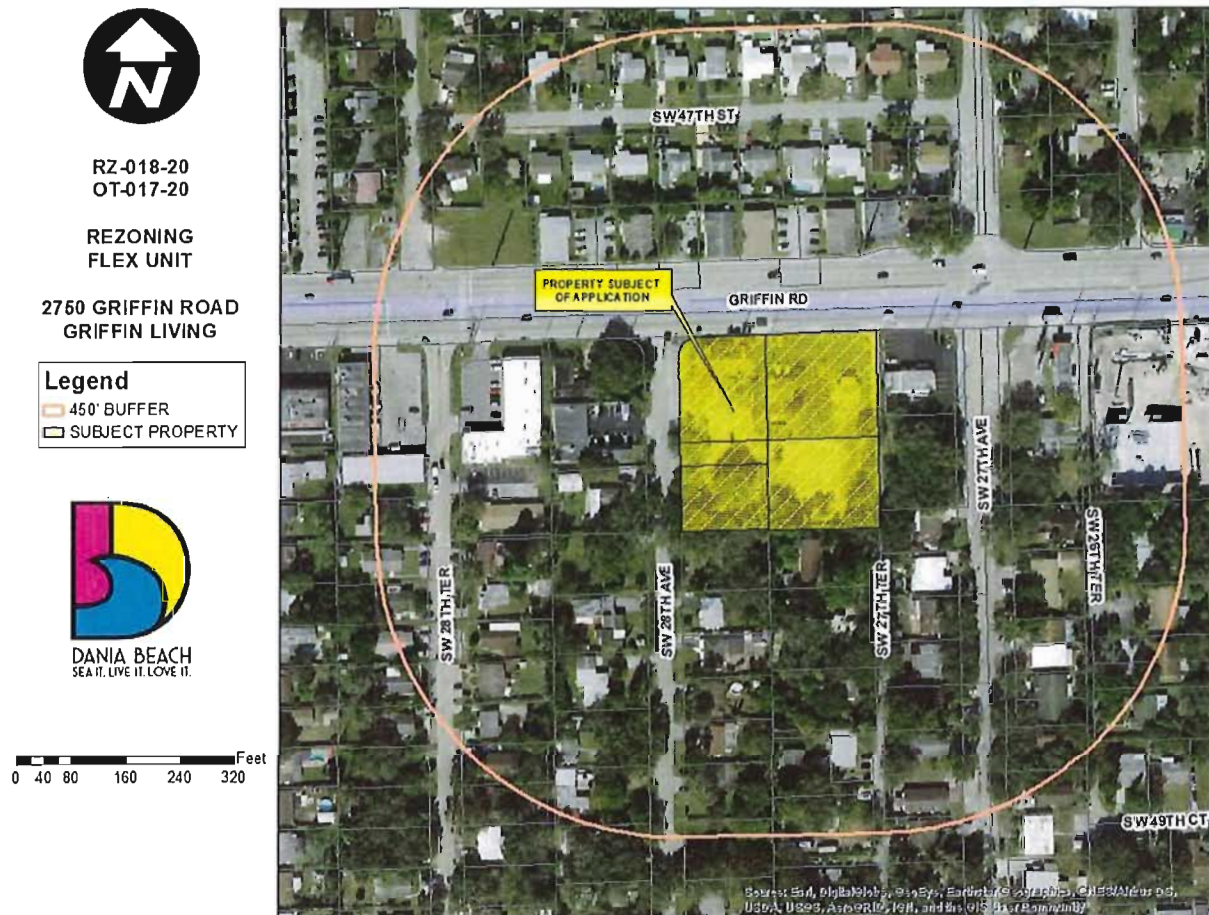
Copies of the proposed requests or applicable information are available on line. City Hall is closed due to the Corona Virus. For more information, please call the Planning Division at (954) 924-6805 Ext. 3704 and staff will direct you to the on-line project information.

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.

Property Subject of Upcoming Hearing



Application Information

Application Site: 2730-2750 Griffin Road and 4850 SW 28th Avenue.

Project: To rezone the property from Community Business District (C-2) & Single-Family 8000 Residential District (RD-8000) to Planned Residential Development District (PRD-1) and the allocation of seventy-five (75) flex residential units.

Application: Rezoning and assignment of residential flex units.

Applicant: Rod A. Feiner, Esq., on behalf of the property owner 2750 Griffin Holdings, LLLP.

Hearing Date & Time: July 28, 2020 at 7:00 PM

Hearing Location: Virtual Meeting;

Please visit www.daniabeachfl.gov/virtualmeetings for detailed instructions and the specific requirements for participating in the City's virtual quasi-judicial land use meetings.

Contact Information: Corinne Lajoie, AICP (954) 924-6805 Ext. 3704

**NOTICE OF VIRTUAL PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA**

A Virtual Public Hearing will be conducted by the City of Dania Beach City Commission on the following date to consider the following application:

DATE: Tuesday, July 28, 2020
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: City Commission Virtual Meeting
Please visit www.daniabeachfl.gov/virtualmeetings for detailed instructions and the specific requirements for participating in the City's virtual quasi-judicial land use meetings.

SUBJECT: **RZ-018-20/ OT-017-20:** The applicant, Rod A. Feiner, Esq., on behalf of property owner 2750 Griffin Living holdings, LLLP, is requesting the rezoning and assignment of Flex units for property located at 2730-2750 Griffin Road and 4850 SW 28TH Avenue (First Reading).

The following is the proposed Ordinance for the matter:

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 FOR A REZONING (RZ-018-20) AND FLEXIBILITY UNITS ALLOCATION (OT-017-20) FOR PROPERTIES GENERALLY LOCATED AT 2750 GRIFFIN ROAD 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 COMMERCIAL (C-2) AND SINGLE-FAMILY 8000 RESIDENTIAL DISTRICT (RD-8000) TO PLANNED RESIDENTIAL DEVELOPMENT DISTRICT (PRD-1), SUBJECT TO CERTAIN RESTRICTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests or applicable information are available on line. City Hall is closed due to the Corona Virus. For more information, please call the Planning Division at (954) 924-6805 Ext. 3704 and staff will direct you to the on-line project information.

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.

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Applicant: Rod A. Feiner, Esq., on behalf of the property owner 2750 Griffin Holdings, LLLP.

Hearing Date & Time: July 28, 2020 at 7:00 PM

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AFFIDAVIT
CITY OF DANIA BEACH, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
MAILING LIST AND LABELS

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 Site Plan

(Briefly describe application, such as "site plan approval" or a "variance" or a "special exemption")
relating to Petition number(s) OT-017-20 & RZ-018-20.

2. Pursuant to **Sec. 610-20(D)** of the Land Development Code ("LDC") of the Code of Ordinances of the City of Dania Beach, Florida, I understand that there is a mailing date deadline for notices and that as the applicant for the petition, I must provide the City with:
- One (1) set of Mailing Labels, and
 - 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

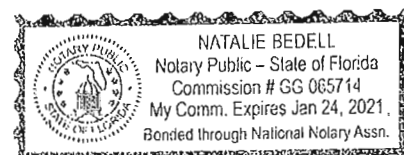
PRINT Name

mng
Title

On May 20, 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



FOLIO_NUMB	NAME	ADDRESS_LI	CITY	STATE	ZIP	ZIP4	LEGAL
504229011620	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309	3421	MARSHALLS EVERGLADE SUB 2-32 D29-50- 42PORTION OF RIGHT OF WAY FORGRIFFIN RD (ST RD 818) AS PERMISC MB 8-3
504229030010	JOHN & ROSINA SMITH REV TRSMITH,JOHN E & ROSINA TRSTEE	2141 NW 109 AVE	SUNRISE	FL	33322	3419	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/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
504229030050	LUCKLY LOTS LLC	1560 NE 205 TERR	MIAMI	FL	33179		MARSHALLS EVERGLADE SUB 2-32 D29-50- 42LOT 12 N 75 OF S 185 OF E 100 OFW 210 BLK 4-AKA LOT 4,6 S 21BLK 2-
504229030060	MEGNAUTH,DEEKUMAR	4761 SW 26 TER	FORT LAUDERDALE	FL	33312		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
504229030070	BOULAHANIS,PETER	1314 N 32ND AVE	MELROSE PARK	IL	60160	2806	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-
504229030080	INGRAM,J B & PAMELA	4751 SW 26 TER	FORT LAUDERDALE	FL	33312	5910	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
504229030090	MCLEAN,DANA LYNNMCLEAN,ZACHARY ELIAS	4710 SW 27 AVE	FORT LAUDERDALE	FL	33312		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
504229030091	SANABRIA,RIGOBERTO	4730 SW 27 AVE	FORT LAUDERDALE	FL	33312	5903	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
504229030100	AVILA,AURA MARINA	4731 SW 26 TER	FORT LAUDERDALE	FL	33312	5910	MARSHALLS EVERGLADE SUB 2-32 D29-50-42W 10 OF LOT 11,W 10 OF LOT 12LESS N 110 OF S 274,E 20 OF W3/4OF LOTS 11 & 12 LESS S 600,N 300F S 600 OF W3/4 OF TR 12 LESSW 240 BLK 4, LESS POR LYING INGRIFIN RD (ST RD 818) R/W PERMISC MB 8-3
504229140010	LUCKLY LOTS LLC	1560 NE 205 TERR	MIAMI	FL	33179		AVON HEIGHTS 38-38 BLOT 1 LESS PAR 28-W FORGRIFIN RD R/W BLK 1
504229140020	LUCKLY LOTS LLC	1560 NE 205 TERR	MIAMI	FL	33179		AVON HEIGHTS 38-38 BLOT 2 LESS PAR 28-W FORGRIFIN RD R/W BLK 1
504229140030	PERKINS,JANICE M	2779 GRIFFIN RD	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 3 TOGETHER WITH LOT 4 W1/2,LESS S 40 FOR ROAD BLOCK 1
504229140040	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309	3421	AVON HEIGHTS 38-38 BLOT 4 S 40 BLK 1 AVON HEIGHTS 38-38 BLOT 5 LESS S 40 FOR RD & LOT 4E1/2 LESS S 40 FOR RD BLK 1
504229140050	BRADY,DWIGHT	11400 NW 4 CT	PLANTATION	FL	33325		
504229140060	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309	3421	AVON HEIGHTS 38-38 BLOT 6 S 40 BLK 1

5042291 40061	BRADY,DWIGHT	1320 SW 88 WAY	PEMBROKE PINES	FL	33025		AVON HEIGHTS 38-38 BLOT 6 W 10,LESS S 40 FOR RDBLK 1
5042291 40062	BRANN,JUSTIN &TAYLOR,NELSON	3020 NE 15 AVE	OAKLAND PARK	FL	33334	4408	AVON HEIGHTS 38-38 BLOT 6 E 50,LESS S 40 FOR RDBLK 1
5042291 40070	TAYLOR,NELSONBRANN,JUSTIN	3020 NE 15 AVE	OAKLAND PARK	FL	33334	4408	AVON HEIGHTS 38-38 BLOT 7 LESS S 40 FOR RD BLK 1
5042291 40080	HATZ,PROPERTY INVESTMENTS,LLC	6511 ARLINGTON LN	PARKLAND	FL	33073		AVON HEIGHTS 38-38 BLOT 8,9 W 1/2,LESS S 40 FOR RDBLK 1
5042291 40090	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309	3421	AVON HEIGHTS 38-38 BLOT 9 S 40 BLK 1
5042291 40100	SCHEBOVITZ,NIKI	5241 SW 32 AVE	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 9 E1/2,10 LESS S 40 FOR RDBLK 1
5042291 40110	MIL,PROPERTIES INC	2302 N 37 AVE	HOLLYWOOD	FL	33021	3603	AVON HEIGHTS 38-38 BLOT 13 LESS E 15 FOR RDBLK 1
5042291 40130	DROUSKIN,IDAN	2708 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOTS 11 & 12,LESS PT OF RD,DESCWITHIN 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
5042291 40140	VINET,EMILE	4410 SW 34 TER	FORT LAUDERDALE	FL	33312	5644	AVON HEIGHTS 38-38 BLOT 14 BLK 1
5042291 40150	TURTLE BAY RESERVE,LLC	2724 SW 47 ST	DANIA BEACH	FL	33004		AVON HEIGHTS 38-38 BLOT 15 BLK 1
5042291 40160	TORNESSI, ANDREA FABIANA H/E						
5042291 40160	FERRERA, ALVARO F	2732 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 16 BLK 1
5042291 40170	NELSON,BONICE S	2740 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 17 BLK 1
5042291 40180	RAMIREZ, IRIS	2748 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 18 BLK 1
5042291 40190	PUERTA,GUILLEMO	2756 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 19 BLK 1
5042291 40200	YEAA,LLC						
5042291 40200	% HYB HOLDING,LLC	151 N NOB HILL RD STE 455	PLANTATION	FL	33324		AVON HEIGHTS 38-38 BLOT 20 BLK 1
5042291 40210	RICHARD HOFFMAN REV TRHOFFMAN,RICHARD TRSTEE						
5042291 40220	MEKATTEN,ASSAF	2772 SW 47 ST	FORT LAUDERDALE	FL	33312	5644	AVON HEIGHTS 38-38 BLOT 21 BLK 1
5042291 40230	SWAY 2014-1 BORROWER,LLC	2780 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 22 BLK 1
5042291 40240	PARDO,MARIA L	8665 E HARTFORD DR	SCOTTSDALE	AZ	85255		AVON HEIGHTS 38-38 BLOT 23 BLK 1
5042291 40260	RODRIGUEZ,JUAN CARLOS & LIGIA	2796 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 24 BLK 1
5042291 40260	YEAA,LLC	2789 SW 47 ST	FORT LAUDERDALE	FL	33312	5643	AVON HEIGHTS 38-38 BLOT 2 BLK 2
5042291 40270	% HYB HOLDING,LLC	151 N NOB HILL RD STE 455	PLANTATION	FL	33324		AVON HEIGHTS 38-38 BLOT 3 BLK 2
5042291 40280	RITCHIE,JOSEPH WILLIAM	2773 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 4 BLK 2
5042291 40290	MURDOCK, WILLIAM	2765 SW 47 ST	FORT LAUDERDALE	FL	33312	5843	AVON HEIGHTS 38-38 BLOT 5 BLK 2
5042291 40300	MERCADO,JUAN D & ROBIN A						
5042291 40310	LEMERCADO,JOSEPH & MERCADO, TRACEY	2757 SW 47 ST	FORT LAUDERDALE	FL	33312	5643	AVON HEIGHTS 38-38 BLOT 6 BLK 2
5042291 40310	DEL RIO,RAFAEL	2749 SW 47 ST	FORT LAUDERDALE	FL	33312	5643	AVON HEIGHTS 38-38 BLOT 7 BLK 2
5042291 40320	GONZALEZ,PELEGRIN & ANA	2741 SW 47 ST	FORT LAUDERDALE	FL	33312	5643	AVON HEIGHTS 38-38 BLOT 8 BLK 2
5042291 40330	ALTMAN,CHRISTINA L	2733 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 9 BLK 2
5042291 40340	GREENWELL,WENDY ANNE	2725 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 10 BLK 2
5042291 40350	RENAUD,MARJORIE	2717 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 11 BLK 2
5042291 40360	HICKS,NANCY L	2709 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 12 BLK 2
5042291 40650	N & D HOLDING,INC	5310 W STATE ROAD 84	FORT LAUDERDALE	FL	33314	1240	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
504232010231	MESTRES,CIRO JR & MARY	604 RIVERSIDE DR #6B	NEW YORK	NY	10031		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

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 32-50-42PORTIONS OF E1/2 OF TRACTS 3 & 4LYING WITHIN 40' W OF E BOUNDARYOF SAID TRACTS AS DESC'D IN OR4172/432, 4200/866 & 5846/996BLK 2
504232010233	4941 LLC	7561 POLK ST	HOLLYWOOD	FL	33024		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
504232010234	HASSELBACH, WILLIAM F H/EHASSELBACH, GARY PHILIP	4933 SW 27 AVE	FORT LAUDERDALE	FL	33312	6027	REED LAND CO SUB 2-32 D 32-50-42S 65 OF N 687 OF E1/2 OF TRS 3 & 4 LESS W 165 & LESS E 40FOR RD BLK 2
504232010235	BROUWER, ANDREW	4951 SW 27 AVE APT B	FORT LAUDERDALE	FL	33312	6027	REED LAND CO SUB 2-32 D32-50-42 S 65 OF N 817 OF THA1PT OF E1/2 OF TRS 3 & 4 LESS W165 & LESS E 15 FOR RDBLK 2
504232010250	NUNEZ, GEORGE	4935 SW 27 TER	FORT LAUDERDALE	FL	33312	5845	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
504232010251	COX, JARED & ASHLEY	4935A SW 27 TER	FORT LAUDERDALE	FL	33312	5845	REED LAND CO SUB 2-32D 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
504232010260	MARQUEZ, LINA MARIA	4985 SW 27 TER	FORT LAUDERDALE	FL	33312		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 LESS E 15ROADS
504232010360	MARY P RICHARDS REV TRRICHARDS, MARY P TRSTEE	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
504232010361	RICHARDS, REILLY D	3066 BRISTLECONE RD	AVON PARK	FL	33825		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
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 N 190 OF W 165 OF E1/2LESS N 35 FOR CO RD BLK 2
504232010380	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 OFE1/2 BLK 2
504232010390	PK2810 INC	320 SE 16 AVE	FORT LAUDERDALE	FL	33301		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 30.37TO POB BLK 2
504232010410	WICHER, KRZYSZTOF	4881 SW 27 AVE	FORT LAUDERDALE	FL	33312	5932	REED LAND CO SUB 2-32 D 32-50-42LOT 4 S1/2 OF S 130 OF N 426 OFE 165 LESS E 25 FOR RD BLK 2
504232010411	PADIN, MARIA BPADIN, HOWARD	25 HAWHORNE LN	BOYNTON BEACH	FL	33426		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
504232010412	PAPPA, JOHN III H/EPAPPA, DIANE	4891 SW 27 AVE	FORT LAUDERDALE	FL	33312	5932	REED LAND CO SUB 2-32 D 32-50-42LOT 4 N1/2 OF S 130 OF N 426 OFE 165 LESS E 40 FOR RD BLK 2
504232010413	LONESKE, REBECCA	41336 HIDDEN OAKS DR	CLINTON TWP	MI	48038	4531	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

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 32-50-42PORTION OF S 131' OF N 557' OF LOT 4 BLK 2 LYING WITHIN E 40' W& PARALLEL TO E/L OF SEC 32
504232010420	PLACA,ROBERT JR	4913 SW 27 TER	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 32-50-42LOT 4 S 120 OF N 528 OF W 1650F E1/2 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 1650F E1/2 BLK 2
504232010430	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	REED LAND CO SUB 2-32 D 32-50-42LOTS 3 & 4 E 15 OF W 165 OF S264 OF N 792 OF E1/2 BLK 2
504232010440	MCMAHON LESLIE &MAJOVSKY,JURAJ	740 ELLIOTT PL	COUPEVILLE	WA	98239	4014	REED LAND CO SUB 2-32 D 32-50-42LOT 4 S 88 OF N 616 OF W 150 OF E1/2 BLK 2
504232010910	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309	3421	REED LAND CO SUB 2-32 D 32-50-42THAT POR OF GRIFFIN RD (STATE RD818) LYING WITHIN SEC 32 AS PERMISC MB 8-3
504232020010	JOSEPHINE D BOVIE REV LIV TRBOVIE,JOSEPHINE D TRSTEE	2695 SW 121 TER	DAVIE	FL	33330		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
504232020020	MELAN,SARAJORDAN, WILLIAM	4830 SW 27 AVE #1-2	FORT LAUDERDALE	FL	33312		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
504232020030	GARDNER,RONALD & MELISSA	4900 SW 27 AVE	FORT LAUDERDALE	FL	33312	6028	REED LAND CO SUB 2-32 D 32-50-42LOTS 9 & 10 S 65 OF N 752 OF W 145 LESS W 25 FOR RD BLK 1
504232020050	MESTRES,CIRO JR & MARY	604 RIVERSIDE DR #6B	NEW YORK	NY	10031		REED LAND CO SUB 2-32 D 32-50-42LOTS 9 & 10 S 65 OF N 687 OF W 145 LESS W 25 FOR RD BLK 1
504232020052	ROBERGE,JOEL H/ROBERGE,EDWARD	4930 SW 27 AVE	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 32-50-42LOT 9 S 76.5 OF N 493 LESS E300 & LESS W 155 BLK 1AKA:PT PAR N OF S P UNREC
504232020090	CATON,STEVEN A &HERNANDEZ,JONATHAN V	3790 RAMBLEWOOD CT	MELBOURNE	FL	32934		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
504232020091	FADLON,YUVAL	201 ANSIN BLVD # A	FORT LAUDERDALE	FL	33009		REED LAND CO SUB 2-32 D 32-50-42LOT 9 S 76.5 OF N 646 LESSE 300,LESS W 155 BLK 1AKA:S1/2 PAR O,S P UNREC
504232020092	CHRISTINE M PROST LIV REV TR DANIELLE AGUIAR LIV REV TR ETAL	PO BOX 290484	DAVIE	FL	33329		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
504232020093	KUZAVA,CAROL M	4940 SW 29 TER	FORT LAUDERDALE	FL	33312		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
504232020094	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004		REED LAND CO SUB 2-32 D32-50-42LOT 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
504232020110	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	REED LAND CO SUB 2-32 D 32-50-42PT 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 TOPOB LOT 14 BLK 2 SP
504232020264	OBRYMAKO,MICHAEL	2645 SW 49 CT	FORT LAUDERDALE	FL	33312		

504232020450	MORDES, JERRY & SUSAN LEMORDES, HERMAN	4836 SW 26 TER	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 32-50-42 LOT 9 S
504232060010	WEAR, RICKY D	4837 SW 28 AVE	FORT LAUDERDALE	FL	33312	5849	120.5 OF N 416.5 LESSE 300 & LESS W 155 BLK 1
504232060020	NANAN, CHRISTAL	8590 NW 20 CT	FORT LAUDERDALE	FL	33312		1 AKA: PAR N 3/4 OF S P UNREC
504232060030	STEWART, THOMAS J & JENNIFER L	4891 SW 28 AVE	FORT LAUDERDALE	FL	33312		SEMINOLE PARK SUB 24-32 BLOT 3 BLK 1
504232060040	ALBALACH, AVRAHAM & TOVA ALBALACH, YOSSE	PO BOX 417	FORT LAUDERDALE	FL	33304		SEMINOLE PARK SUB 24-32 BLOT 5 BLK 1
504232060050	SNI PROPERTIES LLC	3396 SW 49 ST	FORT LAUDERDALE	FL	33312		SEMINOLE PARK SUB 24-32 BLOT 6 BLK 1
504232060060	SEPCARU, LATVANYNER, SHLOMO	4955 SW 28 AVE	FORT LAUDERDALE	FL	33312		SEMINOLE PARK SUB 24-32 BLOT 7 BLK 1
504232060070	AVERY, VIVIAN	4975 SW 28 AVE	FORT LAUDERDALE	FL	33312		SEMINOLE PARK SUB 24-32 BLOT 8 BLK 1
504232060130							SEMINOLE PARK SUB 24-32 BLOT 9 BLK 1
504232060140	2750 GRIFFIN HOLDINGS LLP	2200 NW CORPORATE BLVD STE 406	BOCA RATON	FL	33431		SEMINOLE PARK SUB 24-32 BLOT 1 LESS PT DESC IN PAR 51 W OF CA 85-11749, LOT 2 N 60 BLK 2
504232060141	2750 GRIFFIN HOLDINGS LLP	2200 NW CORPORATE BLVD STE 406	BOCA RATON	FL	33431		SEMINOLE PARK SUB 24-32 BLOT 2 LESS N 60 BLK 2
504232060150	4880 SW 28 AVE LLC	19630 NE 26 AVE	MIAMI	FL	33180		SEMINOLE PARK SUB 24-32 BLOT 3 BLK 2
504232060160	MANCINI, DAWN	4900 SW 28 AVE	FORT LAUDERDALE	FL	33312	5852	SEMINOLE PARK SUB 24-32 BLOT 4 BLK 2
504232060170	SCULLY, JACQUELINE T	4930 SW 28 AVE	FORT LAUDERDALE	FL	33312	5852	SEMINOLE PARK SUB 24-32 BLOT 5 S 21.6 N 43 BLK 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	5852	SEMINOLE PARK SUB 24-32 BLOT 7 S 63 BLK 2
504232060200	RODRIGUEZ, PETER J & ILA G	4954 SW 28 AVE	FORT LAUDERDALE	FL	33312	5852	SEMINOLE PARK SUB 24-32 BLOT 8 BLK 2
504232060201	BIANCO, LOUIS D	PO BOX 275	NEW SMYRNA	FL	32170	0275	SEMINOLE PARK SUB 24-32 BLOT 9 BLK 2
504232080010	N & D HOLDING INC	5310 W STATE ROAD 84	FORT LAUDERDALE	FL	33314	1240	JACARANDA HEIGHTS 31-31 BLOTS 1 & 2, LESS THEREFROM W 46 OF N 133 OF S 202 & LESS E 18 OF W 68.5, EXCEPT S 78 & LESS W 50.5, EXCEPT S 202 & LESS N 96 OF S 194.6 OF W 36 OF E 39.9 & LESS PAR 34-W FOR RD BLK 1 TOGET WITH TPT 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
504232080021	MALIKMO LLC	899 N SUMMIT ST	CRESCENT CITY	FL	32112		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 39.90 AKA: NORTH BLDG PARKING SPACES
504232080030	4847 HAGE PROPERTY LLC	1790 SE 23 AVE #68	FORT LAUDERDALE	FL	33316		JACARANDA HEIGHTS 31-31 BLOT 2 S 5.3 BLK 1
504232080040	JOAN ALICE LEHMAN REV TRLEHMAN, JOAN						
504232080050	ALICE TRSTEE	2880 NE 14 ST #913	POMPANO BEACH	FL	33062	3659	JACARANDA HEIGHTS 31-31 BLOT 4 BLK 1
504232080060	WARD, ROBERT G JR	4877 SW 28 TER	FORT LAUDERDALE	FL	33312	5803	JACARANDA HEIGHTS 31-31 BLOT 5 BLK 1
504232080070	GEORGE & ELENA METZKES REV TRMETZKES, ELENA TRSTEE	6383 NW 40 AVE	COCONUT CREEK	FL	33073		JACARANDA HEIGHTS 31-31 BLOT 6 BLK 1
504232080080	IONITA, ANA MARIA	4903 SW 28 TER	FORT LAUDERDALE	FL	33312		JACARANDA HEIGHTS 31-31 BLOT 7 BLK 1
504232080090	KANJIRATHUNKAL, JIJUKANJIRATHUNKAL, JOHN	4911 SW 28 TER #1-2	FORT LAUDERDALE	FL	33312		JACARANDA HEIGHTS 31-31 BLOT 8 BLK 1
504232080100	REALTY ANALYSIS LLC	4930 SW 28 TER	FORT LAUDERDALE	FL	33312		JACARANDA HEIGHTS 31-31 BLOT 9 BLK 1
504232080110	SEPCARU, LATVANYNER, SHLOMO	4955 SW 28 AVE	FORT LAUDERDALE	FL	33312	5851	JACARANDA HEIGHTS 31-31 BLOT 31 E 10 BLK 2
504232080120	BELITSIS, DIMITRIOS	4920 SW 28 TER	FORT LAUDERDALE	FL	33312		JACARANDA HEIGHTS 31-31 BLOT 32 LESS E 10 BLK 2
504232080130	SNI PROPERTIES LLC	3396 SW 49 ST	FORT LAUDERDALE	FL	33312		JACARANDA HEIGHTS 31-31 BLOT 32 E 10 BLK 2

504232080310	DOUGHERTY LIV TRDOUGHERTY, THOMAS & P L TRSTEEES	2081 NW 85 AVE	PEMBROKE PINES	FL	33024	3465	JACARANDA HEIGHTS 31-31 BLOT 33 BLK 2
504232080321	MATUTE, LUIS KORNILOVA, JEKATERINA	1400 SW 87 AVE	PEMBROKE PINES	FL	33025		JACARANDA HEIGHTS 31-31 BLOT 34 BLK 2
504232080330	MEDVEDEVA, ELENA	1835 E HALLANDALE BEACH BLVD	HALLANDALE BEACH	FL	33009	4619	JACARANDA HEIGHTS 31-31 BLOT 35 BLK 2
504232080340	WILSHIRE-72 LLC % VARA E ALFARO-SULLIVAN	5049 VILLAGE DR	LAS VEGAS	NV	89142	1802	JACARANDA HEIGHTS 31-31 BLOT 36 BLK 2
504232080350	EG SERVICES LLC	3434 SW 53 CT	FORT LAUDERDALE	FL	33312		JACARANDA HEIGHTS 31-31 BLOT 37 BLK 2
504232080355	N & D HOLDING INC	5310 W STATE ROAD 84	FORT LAUDERDALE	FL	33314	1240	JACARANDA HEIGHTS 31-31 BLOT 38 S 6 BLK 2
504232080360	N & D HOLDING INC	5310 W STATE ROAD 84	FORT LAUDERDALE	FL	33314	1240	JACARANDA HEIGHTS 31-31 BLOTS 38 LESS S 6.39 S 20 BLK 2
504232080361	N & D HOLDING INC	5310 W STATE ROAD 84	FORT LAUDERDALE	FL	33314	1240	JACARANDA HEIGHTS 31-31 BLOT 39 LESS S 20.40 LESS N 20 BLK 2
504232080370	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	JACARANDA HEIGHTS 31-31 BROAD RIGHT OF WAY AS DEDICATED PER PLAT LESS THAT PORTION LING INGRIFIN RD (ST RD 818) R/W ASPER MISC MB 8-3
504232260010	KERNEY HOLDINGS LLC	320 SE 16 AVE	FORT LAUDERDALE	FL	33301		PICKLES PROPERTY 89-33 BPARCEL A
5042322460010	FADLON CONSTRUCTION LLC	470 ANSIN BLVD #AA	HALLANDALE BEACH	FL	33009		FOOT STEPS 130-15 BPARCEL A LESS N 39.75 THEREOF
5042322460011	DIAMOND, GARY W & MARY LOU	4914 SW 27 AVE	FORT LAUDERDALE	FL	33312	6028	FOOT STEPS 130-15 BPARCEL A N 39.75
5042322460020	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
5042322480010	ADAMS, DAMON J & DONNA LYNN	4924 SW 27 AVE	FORT LAUDERDALE	FL	33312	6028	FOOT STEPS PARCEL "B" 135-29 BPARCEL "B" N 1/2
5042322480020	SARDINA, VIENG SOUK P	4926 SW 27 AVE	FORT LAUDERDALE	FL	33312		FOOT STEPS PARCEL "B" 135-29 BPARCEL "B" S 1/2
5042322480030	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	FOOT STEPS PARCEL B 135-29 BROAD RIGHT OF WAY AS DEDICATED PER PLAT
5042322580010	SDS DEVELOPMENT & TRUST LLC	5256 SW 38 AVE	FORT LAUDERDALE	FL	33312		KOOSH AT GRIFFIN 183-7 BTRACT A
5042322580020	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	KOOSH AT GRIFFIN 183-7 BRIGHT OF WAY DEDICATED TO THE PUBLIC BY THE PLAT

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE APPLICATION SUBMITTED BY SHENANIGANS EAST SIDE, LLC, OWNER OF SHENANIGANS RESTAURANT LOCATED AT 1300 – 1302 SOUTH FEDERAL HIGHWAY, DANIA BEACH, FLORIDA, FOR AN EXTENDED HOURS LICENSE

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

CM OT-163-19 Shenanigans, SR OT-163-19 Shenanigans, R-2020- Shenanigans Restaurant Extended Hours License (OT-163-19), Shenanigans (Location Map), Shenanigan's app and backup OPT, Shenanigans Public Notice OPT



DATE: July 28, 2020

TO: Honorable Mayor and Commissioners

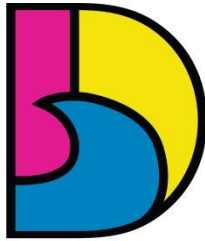
FROM: Ana M. Garcia, City Manager, ICMA-CM

VIA: Candido Sosa-Cruz, Assistant City Manager

BY: Eleanor Norena, Director
Corinne Lajoie, AICP, Assistant Director

SUBJECT: **OT-163-19:** The applicant, Tiffany J. Easton, Esq., on behalf of the property owner, Shenanigans East Side, LLC, is requesting an Extended Hours License to sell alcohol until 4:00AM daily at the property located at 1300-1302 S. Federal Highway.

Approve with any additional conditions deemed necessary by the City Commission.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: July 28, 2020

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

VIA: Candido Sosa-Cruz, Assistant City Manager

FROM: Eleanor Norena, Director
Corinne Lajoie, AICP, Assistant Director 

RE: **OT-163-19:** The applicant, Tiffany J. Easton, Esq., on behalf of the property owner, Shenanigans East Side, LLC, is requesting an Extended Hours License to sell alcohol until 4:00AM daily for the property located at 1300 – 1302 S. Federal Highway.

The Request

To allow the sale of alcohol until 4:00AM daily.

PROPERTY INFORMATION

ZONING:	South Federal Highway – Mixed-Use (SFED-MU)
LAND USE DESIGNATION:	Regional Activity Center (RAC)
SITE LOCATION:	Southwest corner of S. Federal Highway and SW 13 Street
SITE ACREAGE:	3.41 Gross Acres/2.36 Net Acres
EXISTING USE:	Restaurant with bar
CODE VIOLATIONS:	None

PUBLIC HARING NOTICE

This item was duly advertised, posted and noticed pursuant to Article 610 of the Land Development Code.

The subject property is located on the west side of South Federal Highway south of SW 13 Street and north of McDonald's. The property is the current location of the Shenanigan's East Side restaurant and bar.

The applicant has states that they do "not expect any additional law enforcement activities to be generated by the operation of the restaurant/bar, both inside and outside of the illegal activities of any kind by employees, patrons or other associated with the establishment based upon lack of issues that have presented during the business's eleven (11) year history at this location."

Staff requested a police report for the last five (5) years for this property to determine how the business is functioning in the community. The BSO report shows the following activity:

- 2015 Total incidents = 27
- 2016 Total incidents = 36
- 2017 Total incidents = 43
- 2018 Total incidents = 40
- 2019 Total incidents = 61

The applicant has also stated “the business is wholly enclosed, soundproofed, and air-conditioned, and all windows, doors, and other openings will be kept closed, except for normal and emergency ingress and egress, in order that noise and music emanating from the business will not disturb the peace and quiet of the neighborhood. The open-air tiki hut closes at 2:00am daily.”

Section 4-18.1 of the City’s Code of Ordinances states, the Planning and Zoning Board must make a recommendation to the City Commission, who, after consideration of the staff recommendation and public input, if any, may deny, approve, or approve with conditions the application for variance, based upon its determination that the request meets the criteria identified in Section 625-40, which are identified below.

- (1) “The amount of off-street parking in relation to the demands created by the extra hours of operation, especially with regard to the adverse impact on adjacent residential areas of any illegal or hazardous parking”
- (2) “The amount and degree of law enforcement activities generated by the operation of any restaurant or restaurant/bar, both outside and inside the particular location, with particular emphasis on vandalism, noise, vehicular use by patrons and illegal activity of any kind by employees, patrons or other associated with the establishment.”
- (3) “The adverse effects, if any, that the extended hours of operation will have on neighboring properties, especially with respect to the effects of noise, parking, and glare from headlights or exterior lighting on nearby residential properties.”

The applicant has provided written justification identifying their request to serve alcohol until 4:00AM is consistent with these criteria.

At staff’s request, the applicant held a neighborhood meeting at the restaurant on January 2, 2020. The applicant indicates ‘the outcome was positive’.

This application request requires a recommendation from the Planning and Zoning Board. The Planning and Zoning Board heard this item on July 17, 2020 where the motion for approval failed with a 2-2 vote (For: Grace, Roberson; Against: Peterman, Suriani; Absent; Shafa).

The City Commission may impose conditions related to the operations, public safety, and mitigation related to impacts of approval of this request.

Recommendation

Approve with any additional conditions the City Commission deems necessary.

RESOLUTION NO. 2020-084

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY SHENANIGANS EAST SIDE, LLC, OWNER OF SHENANIGANS RESTAURANT LOCATED AT 1300 – 1302 SOUTH FEDERAL HIGHWAY, DANIA BEACH, FLORIDA, FOR AN EXTENDED HOURS LICENSE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 4, Article II, Section 4-18.1 provides that any place of business operating as a restaurant or restaurant bar in the City which is duly and regularly licensed by this State to prepare, sell and serve full course meals to the public, and is duly licensed to sell and dispense alcoholic beverages, wine or beer therein, may apply for an extended hours license from the City Commission, after receipt of a recommendation by the Planning & Zoning Board; and

WHEREAS, the Planning & Zoning Board has recommended that the City Commission approve the application for an extended hours license at its June 17, 2020 regular meeting; and

WHEREAS, the Planning & Zoning Board took into consideration the following criteria in recommending approval: (1) the amount of off-street parking in relation to the demands created by the extra hours of operation, especially with regard to the adverse impact on adjacent residential areas of any illegal or hazardous parking; (2) the amount and degree of law enforcement activities generated by the operation of any restaurant or restaurant/ bar, both outside and inside the particular location, with particular emphasis on vandalism, noise, vehicular use by patrons and illegal activity of any kind by employees, patrons or other associated with the establishment, and (3) the adverse effects, if any, that the extended hours of operation will have on neighboring properties, especially with respect to the effects of noise, parking and glare from headlights or exterior lighting on nearby residential properties; and

WHEREAS, the City Commission, during the public hearing, may require, as a condition of the privilege of extending hours of operation, compliance with any reasonable conditions deemed to be necessary to mitigate or eliminate the adverse effects of such extended hours. These conditions may include, without being limited to provision by the owner or operator, at his/her expense, of additional off-street parking, security personnel and screening and buffering from nearby properties. The Commission may also require that the licensed establishments be wholly enclosed, soundproofed, and air-conditioned, with any windows, doors

or other openings be kept closed, except for normal and emergency ingress and egress, in order that noise and music emanating therefrom will not disturb the peace and quiet of the neighborhood; and

WHEREAS, the owner of the application site shall record in the public records of Broward County, Florida, a covenant running with the land which expressly sets forth any and all conditions required by the City Commission.

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

Section 1. That that certain application for an extended hours license (OT-163-19) submitted by Shenanigans East Side, LLC., owner of Shenanigans Restaurant located at 1300 South Federal Highway, Dania Beach, Florida, a copy of which is attached and made a part of this Resolution as Exhibit “A,” is approved pursuant to Chapter 4, Article II, Section 4-18.1 and the appropriate City officials are authorized to process the application.

Section 2. The permission granted by the City Commission pursuant to Section 4-18, and 4-18.1, to operate in excess of the hours provided by Section 562.14 of the Florida Statutes, is terminable at the will of the City Commission consistent with the requirements delineated in the City Code, as such permission being in the form of a privilege and not a right.

Section 3. The owner of the application site shall record in the public records of Broward County, Florida, a covenant running with the land which expressly sets forth any and all conditions required by the City Commission.

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 July 28, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



63-19
OURS LICENSE
NIGANS
DERAL HIGHWAY

FER
PROPERTY



SEACH
LOVE IT.

Feet
240 320



Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CN
USDA, USDA, AeroGRID, IGN, and the GIS User Community

Lajoie, Corinne

From: tje covelaw.com <tje@covelaw.com>
Sent: Monday, March 30, 2020 12:10 PM
To: Lajoie, Corinne
Cc: Speedy0380@AOL.com
Subject: RE: FW: OT-163-19 Shenanigans Mailing Labels

Importance: High

****CAUTION**** This email has originated from outside this organization, so proceed with extra caution when communicating with the sender or opening any attachments.

Ms. Lajoie:

We are not going to have a daily police detail at this time. We will monitor the situation closely to determine if one might be necessary, which we will discuss directly with Captain Danny Marks.

Thank you!

Tiffany

On March 27, 2020 2:16 PM Lajoie, Corinne <clajoie@daniabeachfl.gov> wrote:

Good afternoon.

Is Shenanigan's planning to have a Police Detail at the site daily? If so, can you please confirm via email for the file?

Thank you.

From: tje covelaw.com <tje@covelaw.com>
Sent: Friday, March 27, 2020 1:52 PM
To: Larios, Ibel <ilarios@daniabeachfl.gov>
Cc: Lajoie, Corinne <clajoie@daniabeachfl.gov>; Bryan, Muriel <mbryan@daniabeachfl.gov>
Subject: RE: FW: OT-163-19 Shenanigans Mailing Labels

****CAUTION**** This email has originated from outside this organization, so proceed with extra caution when communicating with the sender or opening any attachments.

Lajoie, Corinne

From: tje covelaw.com <tje@covelaw.com>
Sent: Thursday, March 05, 2020 1:39 PM
To: Lajoie, Corinne
Cc: LaFerrier, Marc; Norena, Eleanor; Speedy0380@AOL.com
Subject: RE: Shenanigan's East Side
Attachments: Dear Shenanigans Neighbors & Friends_ Join us for free non-alcoholic drinks and lite bites_ on January 2, 2020.pdf

****CAUTION**** This email has originated from outside this organization, so proceed with extra caution when communicating with the sender or opening any attachments.

We did, please see the attached flyer. The outcome was positive.

Tiffany

On March 5, 2020 10:15 AM Lajoie, Corinne <clajoie@daniabeachfl.gov> wrote:

Good morning.

Have you done any community outreach to date? If so, can you please tell me when this occurred that the outcome. If not, we ask that you do so prior to the first public meeting, which will be the Planning and Zoning Board on March 18th.

This is something staff generally recommends for all applications and the City Commission have come to expect it.

Thank you.



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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Tiffany J. Eaton, Esq.

COVE LAW, PA

***** NEW ADDRESS OF 08/30/2019*****

633 SE THIRD AVE, SUITE 4R

FT. LAUDERDALE, FL 33301

O) 954-921-1121

F) 954-921-1621

E)TJE@COVELAW.COM

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SHENANIGANS
DANIA BEACH * HOLLYWOOD, FLORIDA

**Dear Shenanigans Neighbors &
Friends:**

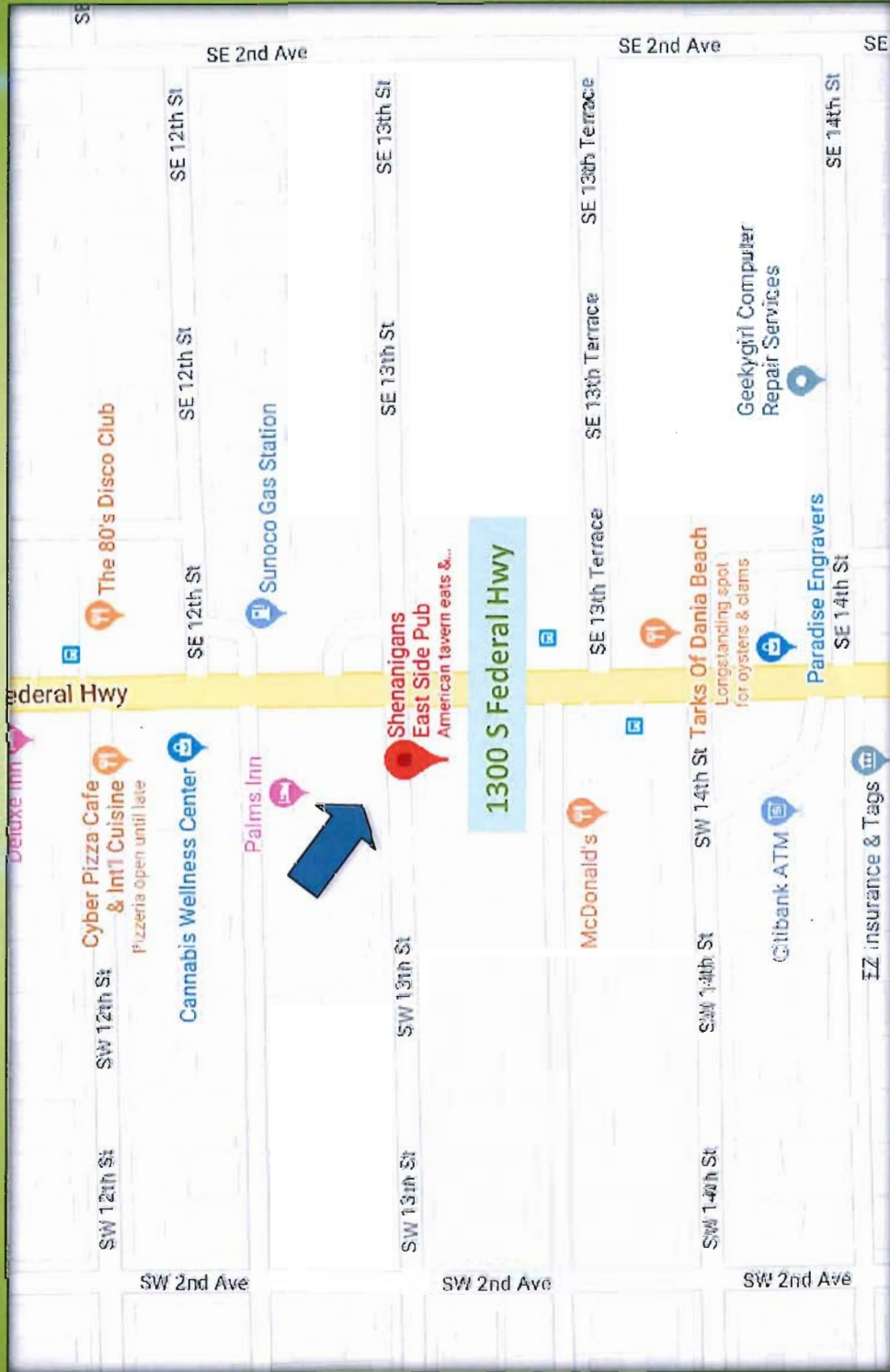
**Join us for free non-alcoholic
drinks and lite bites* on
January 2, 2020
from 3:00 PM to 4:00 PM at
1300 S. Federal Highway Dania Bch
to discuss any questions you may
have regarding our submittal for
an application to the City of Dania
Beach for an extended hour permit
to service our City's growing ITB
and late night community!**

***WHILE SUPPLIES LAST**



BROWARD SHERIFF'S OFFICE OPERATIONAL ANALYSIS UNIT

DANIA BEACH ANALYSIS SHENANIGANS 5 YEARS CFS





BROWARD SHERIFF'S OFFICE OPERATIONAL ANALYSIS UNIT

DANIA BEACH ANALYSIS SHENANIGANS 5 YEARS CFS

2015

INCIDENT	CFS
ACCIDENT-MINOR	1
ASSAULT IN PROGRESS	1
AUDIBLE ALARM	4
CIVIL MATTER	1
DISTURBANCE	6
EMBEZZLEMENT-FRAUD D	1
HIT AND RUN	2
POLICE SERVICE CALL	5
STOLEN VEHICLE DELAY	1
SUSPICIOUS INCIDENT	1
SUSPICIOUS PERSON	1
TRAFFIC	2
VICE CASE (NON DRUG)	1
TOTAL	27

2016

INCIDENT	CFS
ABANDONED VEHICLE	1
ACCIDENT-MINOR	2
AOA	2
ASSAULT JUST OCCURRE	1
AUDIBLE ALARM	6
CIVIL MATTER	2
DISTURBANCE	4
FIGHT IN PROGRESS	1
HIT AND RUN	1
INFORMATION	1
LARCENY DELAYED	2
LARCENY JUST OCCURRE	1
MEDICAL - SICK PERSON	1
MENTALLY ILL PERSON	2
MISDEMEANOR	1
POLICE SERVICE CALL	3
SUSPICIOUS INCIDENT	1
SUSPICIOUS PERSON	2
TRAFFIC	2
TOTAL	36

2017

INCIDENT	CFS
HIT & RUN WITH INJURIES	1
ACCIDENT-MINOR	2
TRAFFIC STOP	1
STOLEN VEHICLE RECOVERED	2
SUSPICIOUS INCIDENT	3
SUSPICIOUS PERSON	3
INFORMATION	2
DISTURBANCE	6
LARCENY	3
ASSAULT	2
AUDIBLE ALARM	3
MEDICAL-FALL INJURY	1
POLICE SERVICE CALL	6
TRAFFIC	1
ASSIST OTHER AGENCY	1
DISTURBANCE	1
MEDICAL - CHEST PAI	1
MEDICAL - PASSED OUT	2
POLICE SERVICE CALL	1
TRAFFIC	1
TOTAL	43



BROWARD SHERIFF'S OFFICE OPERATIONAL ANALYSIS UNIT

DANIA BEACH ANALYSIS SHENANIGANS 5 YEARS CFS

2018

INCIDENT	CFS
HIT & RUN	1
SUSPICIOUS INCIDENT	1
SUSPICIOUS PERSON	5
INFORMATION	1
MISDEMEANOR WARRANT	1
BREAKING & ENTERING (BURGLARY) VEHICLE	1
DISTURBANCE	5
ASSAULT	1
LEWD-LASCIVIOUS ACTS	2
AUDIBLE ALARM	3
HOLD-UP ALARM	1
TRESPASSING	2
NARCOTICS	1
CIVIL MATTER	2
MEDICAL-CHOKING	1
POLICE SERVICE CALL	9
ASSIST OTHER AGENCY	3
TOTAL	40

2019

INCIDENT	CFS
HIT & RUN	1
ACCIDENT-MINOR	1
ABANDONED VEHICLE	1
RECKLESS DRIVER	1
SUSPICIOUS INCIDENT/PACKAGE	2
SUSPICIOUS PERSON	6
INFORMATION	3
MISDEMEANOR WARRANT	1
BREAKING & ENTERING (BURGLARY) ATTEMPT	1
BREAKING & ENTERING (BURGLARY) VEHICLE	2
BREAKING & ENTERING (BURGLARY) VEHICLE/VESSEL	1
DISTURBANCE/NUISANCE	3
LARCENY	1
ASSAULT	1
HOLD-UP ALARM	3
SILENT HOLD-UP ALARM	1
TRESPASSING	5
FORGERY-COUNTERFEIT	1
MEDICAL-UNCONSCIOUS/FAINTING	1
POLICE SERVICE CALL	21
TRAFFIC/PARKING COMPLAINT	1
ASSIST OTHER AGENCY	3
TOTAL	61

This instrument prepared by, record and
return to:

John R. Herin, Jr., Esquire
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, FL 33130
(305) 789-3200

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

THIS IS NOT AN

~~OFFICIAL COPY~~

UNITY OF TITLE AGREEMENT

THIS IS A UNITY OF TITLE AGREEMENT ("Agreement") made on January 5, 2010, by Shenanigans East Side LLC, a Florida limited liability company, with a post office address at 1300 South Federal Highway, Dania Beach, FL 33004 ("East Side" or "Owner"), and it shall be and is for the benefit of The City of Dania Beach, a political subdivision of the State of Florida, with a post office address at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 Attn: Thomas J. Ansbro, City Attorney ("the City").

WHEREAS, East Side represents to the City that it is the fee simple owner of the following real property ("Subject Property"):

Parcel 1:

The northerly one-half of Lots 11, 12, 13, 14 and 15 in Block 45 of "North Hollywood", according to the plat thereof, recorded in Plat Book 4, Page 1, of the Public Records of Broward County, Florida, less the east 7 feet of said Lot 11 for highway right-of-way.

(Parcel ID 5142-03-10-6040)

Parcel 2:

The Southerly one-half of Lots 11, 12, 13, 14 and 15, Block 45, "North Hollywood", according to the plat thereof, recorded in Plat Book 4, Page 1, of the Public Records of Broward County, Florida: less the east 7 feet of said Lot 11 for highway-of-way.

(Parcel ID 5142-03-10-6030)

(rt)

WHEREAS, in order to allow East Side to maintain a tiki hut between the structures located on Parcels 1 and 2, the City is requiring that East Side maintain a unified ownership interest in both parcels to ensure that the Subject Property is considered and treated as one parcel; and

WHEREAS, this Unity of Title is to be recorded in the Public Records of Broward County, Florida;

NOW THEREFORE, in consideration of the foregoing and other consideration, the adequacy and receipt of which are acknowledged, it is agreed by the parties:

1. Recitations. That the foregoing recitals are true and correct and they are fully incorporated into this provision by this reference.
2. Benefit and Amendment to Agreement. That this Agreement shall be for the benefit of and shall run in favor of the City of Dania Beach. This Agreement shall run with the land and shall be binding upon all parties taking title through the undersigned from the date this Agreement is recorded in the Public Records of Broward County, Florida. This Agreement may be amended or removed only by a written document of equal dignity approved in writing by the City. At any point that the fee interest to either Parcel 1 or Parcel 2 is conveyed to a third party, the tiki hut is to be removed as a condition of the City's approval of removal of this Agreement.
3. Remedy for Breach. That any breach, as determined by the City, of this Agreement shall justify and allow the City to apply to any court of law or equity having jurisdiction for an injunction or other proper relief, and if such relief shall be granted, the court may, in its discretion, award to the City in any such action, the reasonable expenses in prosecuting the suit, including reasonable attorney fees and legal costs.
4. No Waiver of Breach. That in the event of any breach of any provisions of this Agreement, any delay or failure on the part of the City to exercise any rights, powers or remedies provided in this document shall not be construed as a waiver of them or acquiescence in them.
5. Amendments. That this Agreement shall not be modified, amended or released as to all or any portion of the Subject Property except by written instrument, executed by the Owner of the Subject Property and approved in writing by the City. Any amendment, modification or release of this Agreement shall be recorded in the Public Records of Broward County, Florida at Owner's expense.
6. Recording of Persons Bound. That this Agreement shall be recorded in the Public Records of Broward County for the sole benefit of the City and shall bind Owner and all heirs, successors and assigns to the title of the Subject Property. It shall be recorded by Owner at Owner's expense.

7. Effective Date. That this Unity of Title Agreement shall become effective upon the date it is recorded in the Public Records.

8. Captions, Headings and Titles. That articles, paragraph captions, headings and titles inserted throughout this Agreement are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions of this Agreement.

9. Context. That whenever the context requires or admits, any pronoun used in this Agreement may be deemed to mean the corresponding masculine, feminine or neuter form and the singular form of any nouns or pronouns may be deemed to mean the corresponding plural form and vice versa.

10. Applicable Law and Venue. That this Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

THIS IS NOT AN
*(Remainder of page intentionally left blank
Executions appear on following page.)*
OFFICIAL COPY

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

WITNESSES:

Signature

Print Name

Signature

Print Name

SHENANIGANS EAST SIDE LLC, a Florida limited liability company

By:

Patrick Utter, Managing Member

STATE OF FLORIDA

COUNTY OF Broward

I CERTIFY that on January 5, 2010, the foregoing instrument was acknowledged before me by Patrick Utter, Managing Member of Shenanigans East Side, LLC, a Florida limited liability company, on behalf of the company, as the owner of record of the Subject Property identified above, and they are personally known to me (or they produced as identification).

Notary Public

Print Name of Notary Public

My commission expires:

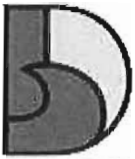
NOTARY PUBLIC-STATE OF FLORIDA
Penny Stroud
Commission # DD730746
Expires: OCT. 31, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

Lajoie, Corinne

From: Urow, Barbara
Sent: Friday, December 20, 2019 11:32 AM
To: Lajoie, Corinne
Cc: Walton, Eric
Subject: RE: Shenanigan's

I will be forwarding this e-mail to Police Lieutenant Darryl Stallings to obtain the information you are requesting. Code Enforcement had one case opened within the last five years, see below:

1. 2015-0418 – Case opened on 3/24/15 and complied on 11/10/15
 - Prohibited Use: Live music on non-permitted days
 - Illegal signs (banner, flags, A-frame)



Barbara Urow
Code Compliance and Parking Supervisor | City of Dania Beach
burow@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd. | Dania Beach, FL 33004
Phone: 954-924-6800 ext. 3718 | **Fax:** 954-924-6812

Please note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

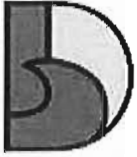
From: Walton, Eric <ewalton@daniabeachfl.gov>
Sent: Thursday, December 19, 2019 10:36 AM
To: Urow, Barbara <burow@daniabeachfl.gov>
Subject: Fwd: Shenanigan's

See me on this.

Eric Walton
Code Compliance and Parking Manager
City of Dania Beach

From: Lajoie, Corinne <clajoie@daniabeachfl.gov>
Sent: Thursday, December 19, 2019, 9:52 AM
To: Walton, Eric
Subject: Shenanigan's

Can you please provide me with a report of the violations & code activities on the property for the last 5 years?
Can you also request a police report of the activities on the property for the last five years? I do not have a contact at BSO to make the request to.
Thank you.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Corinne Lajoie

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

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. Access to this email by anyone else is unauthorized. If you are not the intended recipient, any interception, copying, distribution, disclosure or use of this transmission or any information contained in it is strictly prohibited, and may be subject to criminal and civil penalties.

CITY OF DANIA BEACH Business Tax Receipt

VALID THROUGH 9/30/2020

SHENANIGANS EAST SIDE PUB
1300 S FEDERAL HWY
DANIA BEACH, FL 33004

Business Name: SHENANIGANS EAST SIDE PUB
Location Address: 1300 S FEDERAL HWY
Number/Class: 5996 / Restaurants / Take-Out / Deli
Issue Date: 7/10/2019
Expiration Date: 9/30/2020

Charge Detail:

Quantity	Charge Description	Amount Paid
200	Fire Prevention Annual Fee	\$200.00
51	Restaurant Seating	\$315.00
1	Waste Registration Fee	\$15.00
Total:		\$0.00

Comments:

Restrictions:

SUBJECT AND ISSUED ACCORDING TO BUSINESS TAX RECEIPT ORDINANCE CHAPTER 15.

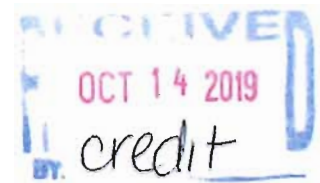
This Business Tax Receipt does not permit the holder to operate in violation of any City law, ordinance, or regulation. Any change in location or ownership must be approved by the City, subject to zoning restrictions. This Business Tax Receipt does not endorse, approve, or disapprove the holder's skill or competence or of the holder's compliance or non-compliance with other laws, regulations or standards.

MUST BE POSTED CONSPICUOUSLY AT BUSINESS LOCATION

"Broward's First City"
100 West Dania Beach Boulevard * Dania Beach, Florida 33004 * Phone: 954-924-6800 ext. 3672



City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004
954-924-6800 x3401 FAX: 954-922-5619
Municipal Lien Search Request



\$100.00 Fee per Lien Search, Processing Time 5 Business Days

ALL REQUESTS MUST BE ACCOMPANIED BY A CHECK WITH THE APPROPRIATE FEE FOR EACH INDIVIDUAL TAX FOLIO NUMBER. COMPLETED REQUESTS WILL BE RETURNED VIA FAX OR E-MAIL. PLEASE SEND A SELF ADDRESSED STAMPED ENVELOPE IF YOU WISH TO RECEIVE THE ORIGINAL COPY OF A SEARCH. UPDATES CAN BE PROVIDED BY FAX OR E-MAIL IF REQUESTED AT LEAST 24 HOURS BEFORE CLOSING.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

DATE REQUESTED: _____ FROM: Tiffany J. Eaton, Esq
PHONE: 954-921-1121 Cove Law PA
FAX: 954-921-1621 633 SE 3rd Ave #4R
EMAIL: tje@covelaw.com Ft. Lauderdale FL 33301
PROPERTY FOLIO #: 5142 0310 6040 5142 03 10 6030 (these 2 properties have been combined by a unity of title & are therefore 1 property)
PROPERTY ADDRESS: 1300 + 1302 S. Federal Highway
SELLER'S NAME: n/a

CITY OF DANIA BEACH WILL COMPLETE THE FOLLOWING INFORMATION:

UTILITY ACCOUNT INFORMATION:

☐ THIS PROPERTY IS NOT SERVICED BY CITY OF DANIA BEACH WATER UTILITY. THE PROPERTY MAY BE SERVICED BY BROWARD COUNTY, THE CITY OF FORT LAUDERDALE OR THE CITY OF HOLLYWOOD.
☐ THIS PROPERTY IS SERVICED BY A MASTER WATER METER. PLEASE CONTACT THE ASSOCIATION FOR ADDITIONAL INFORMATION.
ACCT. #: 57430-002 AMOUNT DUE: \$ Ø DEPOSIT: \$ 660.00 ACCOUNT CURRENT (Y/N) Ø
ACCT. #: _____ AMOUNT DUE: \$ _____ DEPOSIT: \$ _____ ACCOUNT CURRENT (Y/N) Ø
ACCT. #: _____ AMOUNT DUE: \$ _____ DEPOSIT: \$ _____ ACCOUNT CURRENT (Y/N) Ø

ADDITIONAL INFORMATION:

OTHER BALANCES/ACCOUNTS DUE:

☐ CODE VIOLATION: CASE# _____ CONTACT CODE ENFORCEMENT @ 954-924-6810
☒ OPEN BUILDING PERMITS MAY EXIST ON THIS PROPERTY. CONTACT BUILDING & ZONING @ 954-924-6805 or 954-924-6800 x3633
☐ A BUSINESS TAX RECEIPT MAY BE REQUIRED FOR THIS PROPERTY. CONTACT THE BUSINESS TAX DIV. 954-924-6800 x3401
☐ OTHER AMOUNTS DUE/PENDING. _____

PROPERTY AS REFERENCED IS CLEAR OF LIENS PLACED BY THE CITY OF DANIA BEACH: (Y/N) Ø

☐ PLEASE SEE ATTACHED LIEN CALCULATION(S)

SPECIAL ASSESSMENTS ARE ON TAX BILLS FROM THE COUNTY.

DISCLAIMER OF LIABILITY: THE PERFORMANCE OF THE LIEN SEARCH BY THE CITY OF DANIA BEACH WILL NOT RELIEVE THE REQUESTING PARTY FROM THE RESPONSIBILITY OF SEARCHING THE PUBLIC RECORDS OF BROWARD COUNTY, FOR ANY AND ALL LIENS OR OTHER DOCUMENTS RECORDED BY THE CITY OF DANIA BEACH AGAINST THE PROPERTY AND/OR PROPERTY OWNER. THE FOREGOING INFORMATION IS BELIEVED TO BE RELIABLE, BUT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY THE CITY OF DANIA BEACH. IN NO EVENT SHALL THE CITY OF DANIA BEACH BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OF ANY KIND OF NATURE WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH THE PROVISION OF THIS INFORMATION. THIS INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

PREPARED BY: R. Icenhour

DATE: 10/18/2019

☒ MAILED ☐ FAXED ☐ MAILBOX



City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004
954-924-6800 x3401 FAX: 954-922-5619
Municipal Lien Search Request

OCT 14 2019
Credit

\$100.00 Fee per Lien Search, Processing Time 5 Business Days

ALL REQUESTS MUST BE ACCOMPANIED BY A CHECK WITH THE APPROPRIATE FEE FOR EACH INDIVIDUAL TAX FOLIO NUMBER. COMPLETED REQUESTS WILL BE RETURNED VIA FAX OR E-MAIL. PLEASE SEND A SELF ADDRESSED STAMPED ENVELOPE IF YOU WISH TO RECEIVE THE ORIGINAL COPY OF A SEARCH. UPDATES CAN BE PROVIDED BY FAX OR E-MAIL IF REQUESTED AT LEAST 24 HOURS BEFORE CLOSING.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

DATE REQUESTED: _____ FROM: Tiffany J. Eaton, Esq
PHONE: 954-921-1121 Cove Law PA
FAX: 954-921-1621 633 SE 3rd Ave #4R
EMAIL: tje@covelaw.com Ft. Lauderdale FL 33301
PROPERTY FOLIO #: 5142 0310 6040 / 5142 0310 6030 (these 2 properties have been combined by a unit of title & are therefore 1 property)
PROPERTY ADDRESS: 1300 + 1302 S. Federal Highway
SELLER'S NAME: n/a

CITY OF DANIA BEACH WILL COMPLETE THE FOLLOWING INFORMATION:

UTILITY ACCOUNT INFORMATION:

☐ THIS PROPERTY IS NOT SERVICED BY CITY OF DANIA BEACH WATER UTILITY. THE PROPERTY MAY BE SERVICED BY BROWARD COUNTY, THE CITY OF FORT LAUDERDALE OR THE CITY OF HOLLYWOOD.
☐ THIS PROPERTY IS SERVICED BY A MASTER WATER METER. PLEASE CONTACT THE ASSOCIATION FOR ADDITIONAL INFORMATION.
ACCT. #: 57431-003 AMOUNT DUE: \$ 0 DEPOSIT: \$ 150.00 ACCOUNT CURRENT (Y/N) O
ACCT. #: _____ AMOUNT DUE: \$ _____ DEPOSIT: \$ _____ ACCOUNT CURRENT (Y/N) O
ACCT. #: _____ AMOUNT DUE: \$ _____ DEPOSIT: \$ _____ ACCOUNT CURRENT (Y/N) O

ADDITIONAL INFORMATION:

OTHER BALANCES/ACCOUNTS DUE:

☐ CODE VIOLATION: CASE# _____ CONTACT CODE ENFORCEMENT @ 954-924-6810
☒ OPEN BUILDING PERMITS MAY EXIST ON THIS PROPERTY. CONTACT BUILDING & ZONING @ 954-924-6805 or 954-924-6800 x3633
☐ A BUSINESS TAX RECEIPT MAY BE REQUIRED FOR THIS PROPERTY. CONTACT THE BUSINESS TAX DIV. 954-924-6800 x3401
☐ OTHER AMOUNTS DUE/PENDING: _____

PROPERTY AS REFERENCED IS CLEAR OF LIENS PLACED BY THE CITY OF DANIA BEACH: (Y/N) O

☐ PLEASE SEE ATTACHED LIEN CALCULATION(S)

SPECIAL ASSESSMENTS ARE ON TAX BILLS FROM THE COUNTY.

DISCLAIMER OF LIABILITY: THE PERFORMANCE OF THE LIEN SEARCH BY THE CITY OF DANIA BEACH WILL NOT RELIEVE THE REQUESTING PARTY FROM THE RESPONSIBILITY OF SEARCHING THE PUBLIC RECORDS OF BROWARD COUNTY, FOR ANY AND ALL LIENS OR OTHER DOCUMENTS RECORDED BY THE CITY OF DANIA BEACH AGAINST THE PROPERTY AND/OR PROPERTY OWNER. THE FOREGOING INFORMATION IS BELIEVED TO BE RELIABLE, BUT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY THE CITY OF DANIA BEACH. IN NO EVENT SHALL THE CITY OF DANIA BEACH BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OF ANY KIND OF NATURE WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH THE PROVISION OF THIS INFORMATION. THIS INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

PREPARED BY: R. Icenhour

DATE: 10/18/2019



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application



- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☒ Other: Alcohol Extended Hours to remain open until 4am daily

Date Rec'd: _____

Petition No.: OT -163-19

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: 1300² S. Federal Highway

Lot(s): 11, 12, 13, 14, 15 Block: 45 Subdivision: North Hollywood

Recorded Plat Name: _____

Folio Number(s): 5142 03 106040 Legal Description: N. Hollywood 4-1-B Lot 11

Applicant/Consultant/Legal Representative (circle one) Tiffany J Eator, Esq. etc.

Address of Applicant: 633 SE Third Ave #4R, Ft. Lauderdale FL 33301

Business Telephone: 954-921-1121 Home: 561-301-0913 Fax: 954-921-1621

E-mail address: tje@covelaw.com

Name of Property Owner: Shenanigans East Side LLC

Address of Property Owner: 1300 S. Federal Highway, DB, FL 33004

Business Telephone: 954-923-3008 Home: 954-648-7165 Fax: _____

Explanation of Request: Alcohol Extended Hours 4am daily

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: _____ Gross Acreage: _____ Prop. Square Footage: 52,98

Existing Use: restaurant w/ bar Proposed Use: restaurant w/ bar

Is property owned individually, by a corporation, association, or a joint venture?

corporation

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 Tiffany J. Eaton, Esq. of Cove Law PA (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: Patrick Utter - Pres.
(Owner / Agent signature*)

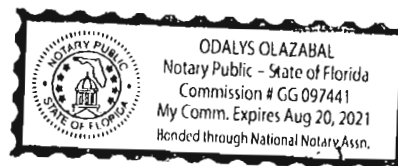
BEFORE ME THIS 26th DAY OF September, 2019

By:

Patrick Utter
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Odalis Olazabal
(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.***



ANDREW N. COVE
TIFFANY J. EATON

November 7, 2019

City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

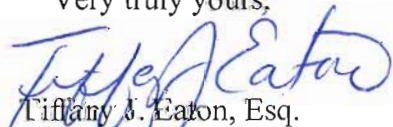
Re: Criteria Statement for Shenanigans East Side, LLC for Alcohol Extended Hours Permit

Dear City of Dania Beach:

The following Criteria Statement is submitted for consideration of an Alcohol Extended Hours Permit request. Please be advised of the following:

1. There is no off-street parking adjacent to the location, however, there are 70 parking spaces located on-site.
2. Shenanigans East side does not expect any additional law enforcement activities generated by the operation of the restaurant/bar, both inside and outside of the location, including issues associated with vandalism, noise, vehicular use by patrons and illegal activity of any kind by employees, patrons or other associated with the establishment, based upon a lack of issues that have presented during the business' 11 year history at this location.
3. Shenanigans East Side does not expect that the extended hours operation will have any adverse effects of noise, parking or glare from headlights or exterior lighting on nearby residential properties. As there have been no complaints from the adjacent apartment community during operating hours of 12:00 am through 2:00 am, over the 11-year history of the location.
4. The business is wholly enclosed, soundproofed, and air-conditioned, and all windows, doors and other openings will be kept closed, except for normal and emergency ingress and egress, in order that noise and music emanating from the business will not disturb the peace and quiet of the neighborhood. The open-air tiki hut closes at 2:00 am daily.
5. The business is enrolled in the Responsible Vendor Program.

Very truly yours,


Tiffany J. Eaton, Esq.
For the Firm and on behalf of
Shenanigans East Side, LLC



ANDREW N. COVE
TIFFANY J. EATON

November 7, 2019

City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

Re: Justification Letter for Shenanigans East Side, LLC for Alcohol Extended Hours Permit

Dear City of Dania Beach:

The following Justification Letter is submitted for consideration of an Alcohol Extended Hours Permit request. Please be advised of the following:

1. As the City of Dania Beach continues to grow, and largely with the addition of the Shoppes at Dania Pointe and the Casino at Dania Beach, there is an increased need to provide late night food and drink services to consumers that likely end their shifts between midnight and 2:00 am.
2. Shenanigans will be keeping the kitchen open until 3:30 am on nights in which extended hours are granted.
3. Shenanigans East Side is run by the same management as the original Shenanigans location just a few miles west in Hollywood of the East location. The original location has been operating on an extended-hours permit with the City of Hollywood for 27 years without incident, and believe they can maintain the same level of non-issues at their East Side location.

Very truly yours,

A handwritten signature in blue ink that reads "Tiffany J. Eaton".

Tiffany J. Eaton, Esq.
For the Firm and on behalf of
Shenanigans East Side, LLC

Serve Program Inc.

Sensible Education For Responsible Vendors & Employees

Hereby Accepts and Acknowledges

Shenanigans East Side Pub

As a Member in good standing, who is entitled to the rights and privileges accorded to such membership . . . and who hereby publicly proclaims adherence to the

Serve Program Inc.

Rules and Regulations

I Do Affirm

that this establishment dispensing alcoholic beverages will follow all local, state and federal laws on the dispensement of alcoholic beverages. Furthermore, we will follow all guidelines, rules and regulations of the Serve Program Inc. We, the liquor industry, by taking such action set the highest standards and regulations for the safety of all patrons in the dispensement of alcoholic beverages

1000008

Membership #

04/25/2013

Date

Expiration

Michael M. Elam

President

S.E.R.V.E. PROGRAM, INC.

Sensible Education for Responsible Vendors and their Employees

2727 E. Oakland Park Blvd.
Suite 205
Fort Lauderdale, FL 33306

954.728.9101
serveu@serveprogram.com

July 2, 2019

Dear S.E.R.V.E. Member,

Enclosed are the S.E.R.V.E. I.D. cards for those employees who have completed the Responsible Vendor Training Program through S.E.R.V.E. Program, Inc. Included are your up-to-date employee lists for your records.

Thank you for using the S.E.R.V.E. Program ☺

Sincerely,


Kimberly Kearney

Administrative Assistant

S.E.R.V.E. Program

Office 954.728.9101 / serveu@serveprogram.com

NEXT TRI-ANNUAL MEETING DATE:

*** OCTOBER 2019 ***

**NOTICE OF VIRTUAL PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA**

A Virtual Public Hearing will be conducted by the City of Dania Beach Planning & Zoning Board on the following date to consider the following application:

DATE: Wednesday, June 17, 2020
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: Planning and Zoning Board Virtual Meeting
Please visit www.daniabeachfl.gov/virtualmeetings for detailed instructions and the specific requirements for participating in the City's virtual quasi-judicial land use meetings.

SUBJECT: OT-163-19: The applicant, Tiffany J. Easton, Esq., is requesting an Extended Hours License for alcohol sales until 4:00 AM daily for the property located at 1300 – 1302 S. Federal Highway.

The following is the proposed Resolution of the matter:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE APPLICATION FOR EXTENDED HOURS LICENSE (OT-163-19), SUBMITTED BY SHENANIGANS EAST SIDE, LLC, TO OPERATE SHENANIGANS RESTAURANT LOCATED AT 1300 – 1302 SOUTH FEDERAL HIGHWAY, IN THE CITY OF DANIA BEACH, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION, UNTIL 4:00 A.M.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests or applicable information are available on line. City Hall is closed due to the Corona Virus. For more information, please call the Planning Division at (954) 924-6805 Ext. 3704 and staff will direct you to the on-line project information.

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: 1300- 1302 S. Federal Highway

Project: To allow the Shenanigans East Side restaurant to sell alcohol until 4:00 AM daily.

Application: Extended Hours License

Applicant: Tiffany J. Easton, Esq.

Hearing Date & Time: June 17, 2020 at 7:00 PM

Hearing Location: Planning and Zoning Board Virtual Meeting;

Please visit www.daniabeachfl.gov/virtualmeetings for detailed instructions and the specific requirements for participating in the City's virtual quasi-judicial land use meetings.

Contact Information: Corinne Lajoie, AICP, (954) 924-6805 Ext. 3704

AFFIDAVIT

**CITY OF DANIA BEACH, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
POSTING OF PUBLIC HEARING NOTICE SIGN**

STATE OF FLORIDA

COUNTY OF Broward

BEFORE ME, the undersigned authority, personally appeared Tiffany J. Eaton Esq, who, after being duly sworn, deposes and says:

1. I, _____, am an individual over the age of 18 years old and
(Print Name)

(CHECK APPLICABLE SPACE)

_____ I am the property Owner,

OR ☒

_____ I am a representative of the property owner(s), Shenanigans and
_____ for property located at
13005 Federal Hwy, Dania Beach 33004 (the "Property"), and
this sworn statement pertains to the application for Extended Hours, relating
to Petition number OT-163-19 in the Code of Ordinances of the City of Dania
Beach, Florida.

2. Pursuant to Sec. 610-30(B)(1) of the Land Development Code of the Code of Ordinances of the City of Dania Beach, Florida, on June 4, 2020, I posted, or caused to be posted, a public notice sign along street frontages of the subject Property, with the sign being at least three (3) square feet in area, and between ten (10) and twenty (20) feet from the edge of street pavement in a manner so as to be completely visible from the public rights-of-way. The public notice sign was posted more than ten (10) days before the scheduled public hearing. I am aware that the Code Section cited above requires the sign to state and contain the following information:

PUBLIC HEARING NOTICE

Petition number;

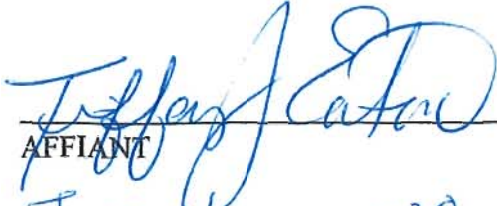
Date;

Time; and

Telephone number of the City's Community Development Department.

3. A true and accurate copy (copies) of the subject sign(s) is/are attached to this Affidavit and incorporated by this reference.

FURTHER, AFFIANT SAYS NOTHING MORE.


AFFIANT

Sworn to and subscribed before me on June 4, 2020


NOTARY PUBLIC

State of Florida at Large

My Commission Expires:



EXHIBIT "A"
COPY OF PHOTOGRAPH(S)





**NOTICE VIRTUAL OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA**

A Virtual Public Hearing will be conducted by the City of Dania Beach Planning & Zoning Board on the following date to consider the following application:

DATE: Wednesday, June 17, 2020
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: Planning and Zoning Board Virtual Meeting
Please visit www.daniabeachfl.gov/virtualmeetings for detailed instructions and the specific requirements for participating in the City's virtual quasi-judicial land use meetings.

SUBJECT: OT-163-19: The applicant, Tiffany J. Easton, Esq., is requesting an Extended Hours License for alcohol sales until 4:00 AM daily for the property located at 1300- 1302 S. Federal Highway.

The following is the proposed Resolution of the matter:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE APPLICATION FOR EXTENDED HOURS LICENSE (OT-163-19), SUBMITTED BY SHENANIGANS EAST SIDE, LLC, TO OPERATE SHENANIGANS RESTAURANT LOCATED AT 1300 – 1302 SOUTH FEDERAL HIGHWAY, IN THE CITY OF DANIA BEACH, AS LEGALLY DESCRIBED IN EXHIBIT “A,” A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION, UNTIL 4:00 A.M.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests or applicable information are available on line. City Hall is closed due to the Corona Virus. For more information, please call the Planning Division at (954) 924-6805 Ext. 3704 and staff will direct you to the on-line project information.

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 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.

Property Subject of Upcoming Hearing



Application Information

Application Site: 1300- 1302 S. Federal Highway

Project: To allow the Shenanigans East Side restaurant to sell alcohol until 4:00 AM daily.

Application: Extended Hours License

Applicant: Tiffany J. Easton, Esq.

Hearing Date & Time: June 17, 2020 at 7:00 PM

Hearing Location: Planning and Zoning Board Virtual Meeting;

Please visit www.daniabeachfl.gov/virtualmeetings for detailed instructions and the specific requirements for participating in the City's virtual quasi-judicial land use meetings.

Contact Information: Corinne Lajoie, AICP, (954) 924-6805 Ext. 3704



AFFIDAVIT
CITY OF DANIA BEACH, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
MAILING LIST AND LABELS



STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME, the undersigned authority, personally appeared Patrick Utter and Tiffany Eaton
(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

☒ I represent to the City of Dania Beach, Florida that I am an authorized agent and representative of the property owner(s), Shannon East Side Truck Wash
(Print Name of Property Owner)

for the property located at 1300 S. Federal (the "Property"), and this
(Address)

sworn statement pertains to the application for Extended hours license to

remain open until 4am daily.

(Briefly describe application, such as "site plan approval" or a "variance" or a "special exemption")

relating to Petition number(s) OT-163-19.

2. Pursuant to **Sec. 610-20(D)** of the Land Development Code ("LDC") of the Code of Ordinances of the City of Dania Beach, Florida, I understand that there is a mailing date deadline for notices and that as the applicant for the petition, I must provide the City with:

- One (1) set of Mailing Labels, and
- 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:

Tiffany J. Eaton
Signature
Tiffany J. Eaton, Esq
PRINT Name
Attorney in Fact
Title

JOINT OWNER (IF APPLICABLE)

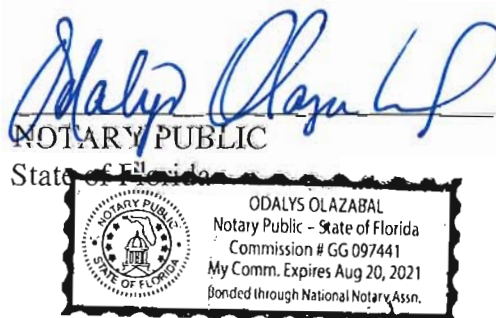
Patrick Utter
Signature
Patrick-Utter / Sherrigans Trust LLC
PRINT Name
Owner - manager
Title

IF CORPORATION, LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP OR OTHER ENTITY:

Sherrigans East Side LLC
(Full Legal Name of Corporation or Entity)
Patrick Utter
Signature
Patrick Utter
PRINT Name
Owner/manager
Title

On November 25, 2019, personally appeared Patrick Utter and Tiffany Eaton and (if applicable, if there is a co-owner) owner + representative, as the Owner(s) of the property described above. Such person(s) is/are personally known to me or produced LLC his/her/their identification.

My Commission Expires:





November 21, 2019

**City of Dania Beach
Community Development
100 W Dania Beach Boulevard
Dania Beach, FL 33004**

RE: Property Owners List within 450 feet of:

LEGAL DESCRIPTION:

Lot 11 less the East 7 feet thereof and all of Lots 12, 13, 14, and 15, Block 45, of **"NORTH HOLLYWOOD"**, according to the Plat thereof, as recorded in Plat Book 4, at Page 1-B, of the Public Records of Broward County, Florida.

LOCATION: 1300-1302 South Federal Highway, Dania Beach FL 33004

FOLIOS: 5142-03-10-6030 and -6040

PREPARED FOR: COVE LAW, PA

ORDER: 191118

Total number of property owners without repetition: 95

This is to certify that the attached ownership list, map and mailing matrix is a complete and accurate representation of the real estate property and property owners within 450 feet of the subject property listed above. This reflects the most current records on the file in Broward County Property Appraiser's Office.

Sincerely,

THE ZONING SPECIALISTS GROUP, INC.

**Omara R. Lopez
For the Firm**

OWNERS LIST

THE FOLLOWING ARE PROPERTY OWNERS WITHIN A 450-FOOT RADIUS OF THE FOLLOWING LEGALLY DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

Lot 11 less the East 7 feet thereof and all of Lots 12, 13, 14, and 15, Block 45, of **"NORTH HOLLYWOOD"**, according to the Plat thereof, as recorded in Plat Book 4, at Page 1-B, of the Public Records of Broward County, Florida.

LOCATION: 1300-1302 South Federal Highway, Dania Beach FL 33004

FOLIOS: 5142-03-10-6030 and -6040

PREPARED FOR: COVE LAW, PA

ORDER: 191118

St James Park North 3-33 B Lot 5 Blk 1
Property address: 13 14 St SE
Folio number: 514203070031

Polito Family Rev Tr Polito Santo Trstee
7635 Boul Gouin Est
Montreal Qc H1e 1 A7, Canada

St James Park North 3-33 B Lot 2 S 25 Less St Rd Blk 1
Property address: 1327 Federal Hwy S
Folio number: 514203070010

Andreen Anna C
325 Roosevelt St
Hollywood, FL 33019-3535

St James Park North 3-33 B Lot 3 Less W 7 & Less External Area
Formed By A 15 Ft Rad Arc Located In SW Cor Of Said Lot
Property address: 1331 Federal Hwy S
Folio number: 514203070020

Zawistowski Adam
11 SE 14th St
Dania, FL 33004-4332

St James Park North 3-33 B Lot 4 Blk 1
Property address: 11 14 St SE
Folio number: 514203070030

Zawistowski Adam
11 SE 14th St
Dania, FL 33004-4332

St James Park North 3-33 B Lot 6,7 Blk 1
Property address: 17 14 St SE, #12
Folio number: 514203070040

Santos Darlene
17 SE 14th St
Dania, FL 33004-4332

St James Park North 3-33 B Lot 8 Blk 1
Property address: 25 14 St SE
Folio number: 514203070050

Jones Janet L Le Jones Aaron James
25 SE 14th St
Dania, FL 33004-4332

St James Park North 3-33 B Lot 1 Less Wly 7 For Rd Blk 2
Property address: 14 St SE
Folio number: 514203070180

Starr Properties Of Dania LLC
201 NE 95th St
Miami, FL 33138-2711

St James Park North 3-33 B Lot 2 Less Wly 7,3 Less S 2 Inches Less Wly 7 Blk 2
Property address: 1409 Federal Hwy S
Folio number: 514203070190

Starr Properties Of Dania LLC
201 NE 95th St
Miami, FL 33138-2711

St James Park North 3-33 B Lot 38 W 25,39 Blk 2
Property address: 14 14 St SE, #13
Folio number: 514203070520

Matassa John J
14 SE 14th St
Dania, FL 33004-4333

St James Park North 3-33 B Lot 40 Blk 2
Property address: 10 14 St SE, #13
Folio number: 514203070530

Starr Properties Of Dania LLC
201 NE 95th St
Miami, FL 33138-2711

St James Park Delmar 11-26 B Lots 15 & 16
Property address: 28 12 St SE
Folio number: 514203080100

Mackenzie Cindy Marie
28 SE 12th St
Dania, FL 33004-4327

St James Park Delmar 11-26 B Lot 17 Toget With 3-51-42 Pt Of W 1/2 Of
NW1/4 Of SW 1/4 Of SE 1/4 Desc As Beg NW Cor Said Lot 17,Wly To A Pt 3
EaSt Of NE Cor Lot 15 Of Dixie Way 12-4 B,Sly To A Pt 3 East Of SE Cor Lot15
Of Dixie Way,Ely To SW Cor Of Said Lot 17,Nly Alg W/Bdry Of Lot 17 TO POB
Property address: 27 13 St SE
Folio number: 514203080110

Hamilton Lesley
27 SE 13th St
Dania, FL 33004-4328

St James Park Delmar 11-26 B Lot 18,19
Property address: 31 13 St SE, #12
Folio number: 514203080120

Green Sheri L Taschereau Robert
33 SE 13th St
Dania, FL 33004-4328

St James Park Delmar 11-26 B Lot 28 To 30

Property address: 36 13 St SE, #12
Folio number: 514203080170

Greenberg Allen S Li
Grace De Los Angeles Yung
1846 Mayo St
Hollywood, FL 33020-6320

St James Park Delmar 11-26 B Lot 31
Property address: 30 13 St SE, #13
Folio number: 514203080180

Chesto Daniel
PO Box 820461
Pembroke Pines, FL 33082-0461

St James Park Delmar 11-26 B Lot 32
Property address: 26 13 St SE
Folio number: 514203080190

Wade Neslynn R H/E Greuner Monica
26 SE 13th St
Dania, FL 33004-4329

St James Park Delmar 11-26 B Lots 33,34 Less E 30.5

Property address: 27 13 Ter SE
Folio number: 514203080210

2017 1 lh Borrower Lp
%Invitation Homes Tax Dept
1717 Main St Ste 2000
Dallas, TX 75201-4657

St James Park Delmar 11-26 B Lots 34 E 30.5,35 W1/2
Property address: 35 13 Ter SE
Folio number: 514203080211

Protsenko Vladislav
1912 S Ocean Dr Apt 2B
Hallandale, FL 33009-5955

St James Park Delmar 11-26 B Lot 47,48 And Toget With Pt Of W1/2 Of Nw1/4
Of Sw1/4 Of Se1/4 Of Sec 3-51-42 Desc As: Beg NE Cor Lot 11 Blk 4 Dixie Way,
S 93 M/L To SE Cor Lot 11, E 12 M/L To SW Cor Lot 48 Of St James Park
Delmar, N 93 M/L To NW Cor Of Said Lot 48, W 12 M/L To POB As Desc In
Survey Made By M E Berry Dated 5-8-53
Property address: 26 13 Ter SE, #17
Folio number: 514203080320

Seabreeze Cove Properties Inc
18 NE 2nd Ave
Dania, FL 33004-4807

North Hollywood 4-1 B Lot 11 Blk 23
Property address: 212 13 St SW
Folio number: 514203102480

Coria Clara O Coria Juan G
65 Fayetteville Rd NE
Atlanta, GA 30317-2746

North Hollywood 4-1 B Lot 12 Blk 23
Property address: 1218 2 Ave SW
Folio number: 514203102490

Gomez Cesar A
2030 NW 16th St
Delray Beach, FL 33445-2656

North Hollywood 4-1 B Lot 13,14 Blk 23
Property address: 209 12 St SW
Folio number: 514203102500

Fleming Family Investment LLC
414 NW Knights Ave # 613
Lake City, FL 32055-7247

North Hollywood 4-1 B Lot 11 Blk 24

Property address: 212 14 St SW, #13
Folio number: 514203102650

Roberto Monje Rev Tr
Monje Roberto Trstee
5316 Cleveland St
Hollywood, FL 33021-4612

North Hollywood 4-1 B Lot 12 Blk 24
Property address: 1306 2 Ave SW, #12
Folio number: 514203102660

Dargham George
490 SE 2nd St
Hialeah, FL 33010-5308

North Hollywood 4-1 B Lot 13 S 60,14 S 60 Blk 24
Property address: 1304 2 Ave SW
Folio number: 514203102670

Dale Jeffrey C
1304 SW 2nd Ave
Dania, FL 33004-4206

North Hollywood 4-1 B Lot 13 Less S 60,14 Less S 60 Blk 24
Property address: 1302 2 Ave SW
Folio number: 514203102680

Baker Creighton James
1302 SW 2nd Ave
Dania, FL 33004-4206

North Hollywood 4-1 B Lot 13 Blk 25
Property address: 1402 2 Ave SW, #12
Folio number: 514203102870

P & P Property Administration LLC
2120 N 57th Ave
Hollywood, FL 33021-3817

North Hollywood 4-1 B Lot 1 Blk 44
Property address: 60 15 St SW
Folio number: 514203105770

Rh Investment Homes LLC
3241 SW 44th St
Fort Lauderdale, FL 33312-6930

North Hollywood 4-1 B Lot 2 Blk 44
Property address: 54 15 St SW
Folio number: 514203105780

Lux Martin
54 SW 15th St
Dania, FL 33004-4243

North Hollywood 4-1 B Lot 3 Blk 44
Property address: 48 15 St SW
Folio number: 514203105790

North Hollywood 4-1 B Lot 4 Blk 44
Property address: 42 15 St SW, #12
Folio number: 514203105800

North Hollywood 4-1 B Lot 5 Blk 44

Property address: 36 15 St SW, #15
Folio number: 514203105810

North Hollywood 4-1 B Lot 6 Blk 44

Property address: 30 15 St SW
Folio number: 514203105820

North Hollywood 4-1 B Lot 7 Blk 44
Property address: 24 15 St SW, #12
Folio number: 514203105830

North Hollywood 4-1 B Lot 8 Blk 44
Property address: 20 15 St SW
Folio number: 514203105840

North Hollywood 4-1 B Lot 9,10 Less Ely 7 For Rd & Less Ext Area Formed
By 15 Rad Arc Which Is Tang To S/L Lot 10 & Tang To Line 7 W Of & Para
TO E/L Of Lot 10 Blk 44
Property address: 1410 Federal Hwy S
Folio number: 514203105850

North Hollywood 4-1 B Lot 11 Less E 7 For Rd & Less Pt Inc In Ext Area
Formed By 15 Rad Arc Which Is Tang To N/L Lot 11 & Tang To Line 7 W
Of E/L Lot 11, Lot 12 Blk 44
Property address: 1406 Federal Hwy S
Folio number: 514203105860

North Hollywood 4-1 B Lot 13 Blk 44
Property address: 19 14 St SW
Folio number: 514203105870

North Hollywood 4-1 B Lot 14 Blk 44
Property address: 25 14 St SW
Folio number: 514203105880

North Hollywood 4-1 B Lots 15,16 Blk 44
Property address: 37 14 St SW
Folio number: 514203105890

Park Christopher
48 SW 15th St
Dania, FL 33004-4243

Hernandez Henry Alberto
42 SW 15th St # 2
Dania, FL 33004-4243

Goldenberg Richard Le
Runge Mindy S Le Etal
36 SW 15th St
Dania, FL 33004-4264

Goldenberg Richard Le
Runge Mindy S Etal
36 SW 15th St
Dania, FL 33004-4264

Hry Properties LLC
18305 Biscayne Blvd Ste 214
North Miami Beach, FL 33160-2172

Dania Lands & Property LLC
12767 Equestrian Trl
Fort Lauderdale, FL 33330-1266

Cohen 2 LLC
3301 NE 183rd St Unit 1105
North Miami Beach, FL 33160-4486

Southland Corp % Tax Dept #25643
PO Box 711
Dallas, TX 75221-0711

Kodner Russ
949 S Northlake Dr
Hollywood, FL 33019-1312

Hrc Dania LLC
150 NW 168th St Ste 200
North Miami Beach, FL 33169-6034

Hrc Dania LLC
150 NW 168th St Ste 200
North Miami Beach, FL 33169-6034

North Hollywood 4-1 B Lot 17 Blk 44
Property address: 43 14 St SW
Folio number: 514203105910

Wu Nai Jen & He Xiao Xia
242 S Federal Hwy
Dania, FL 33004-4005

North Hollywood 4-1 B Lot 18 Blk 44
Property address: 49 14 St SW
Folio number: 514203105920

Lavi Alpha Investing LLC
3250 Emerald Pointe Dr Apt 204A
Hollywood, FL 33021-1330

North Hollywood 4-1 B Lot 19 Blk 44
Property address: 55 14 St SW
Folio number: 514203105930

Christopher Kathryn
55 SW 14th St
Dania, FL 33004-4236

North Hollywood 4-1 B Lot 20 Blk 44
Property address: 61 14 St SW
Folio number: 514203105940

Hosein Ashraff & Vritti Hosein Lishka
764 NE 112th St
Miami, FL 33161-7236

North Hollywood 4-1 B Lot 1 Blk 45
Property address: 1325 2 Ave SW
Folio number: 514203105950

Natledg Enterprises LLC
923 E 220th St
Bronx, NY 10469-1013

North Hollywood 4-1 B Lot 2 Blk 45

Property address: 54 14 St SW
Folio number: 514203105960

Jimenez Gladys Yolanda Jimenez
Jorge Luis Jr
54 SW 14th St
Dania, FL 33004-4237

North Hollywood 4-1 B Lot 3 Blk 45
Property address: 48 14 St SW
Folio number: 514203105970

Vignola Danielle Jane
48 SW 14th St
Dania, FL 33004-4237

North Hollywood 4-1 B Lot 4 Blk 45
Property address: 42 14 St SW, #18
Folio number: 514203105980

Pelones LLC
19900 Highland Lakes Blvd
Miami, FL 33179-2830

North Hollywood 4-1 B Lot 5 Blk 45

Property address: 36 14 St SW, #15
Folio number: 514203105990

John J Costa Rev Liv Tr
Costa John J Trstee
2621 NE 3rd St
Pompano Beach, FL 33062-4914

North Hollywood 4-1 B Lot 6 Blk 45

Property address: 1310 Federal Hwy S
Folio number: 514203106000

Mcdonalds Corp 009/0040
% Daniel B Ashlin
113 SW 11th Ct Ste C
Fort Lauderdale, FL 33315-1271

North Hollywood 4-1 B Lots 7-10, Blk 45 Less Comm NW Cor Lot 10, E 59.40
TO POB, S 23.40 To Curv, Sly 29.26 To Rev Curv, Sly 29.26, S 50, SWly 7.79,
E 20.44, N 135.92, W Alg N/L Lot 10 7 To POB And Less Comm NW Cor Lot 6,
E 293.19 To POB, S 49.64, SWly 15.81, NEly 13.45 To Rev Cur Nly 29.26,
N 23.52 TO N/L Said Lot 10, W 6 To POB
Property address: 1310 Federal Hwy S
Folio number: 514203106010

Mcdonalds Corporation
1 Mcdonalds Dr
Oak Brook, IL 60523-1911

North Hollywood 4-1 B Portion Of Lot 10,Blk 45 Desc As Comm At NW Cor
LoT 10,E Alg N/L 59.4 To POB,S 23.40, Sly 29.26 To Rev Curv, Sly 29.26,S 50,
SWly 7.79,E Alg S/L Lot 10 20.44,N 135.92,W 7 To POB Aka: Parcel 325

Property address: Federal Hwy S
Folio number: 514203106011

Florida Dept Of Transportation
Office Of Right Of Way
3400 W Commercial Blvd
Fort Lauderdale, FL 33309-3421

North Hollywood 4-1 B Portion Of Lot 10,Blk 45 Desc As Comm NW Cor Lot 6,
Blk 45,E Alg N/L 293.19 To POB,S 49.64, SWly 15.81,NEly 13.45 To Pt Of
Rev Curv, Nly 29.26, N 23.52 To N/L Lot 10, W 6 Ft To POB
Property address: Federal Hwy S
Folio number: 514203106012

City Of Dania Beach
100 W Dania Beach Blvd
Dania, FL 33004-3643

North Hollywood 4-1 B Lot 11 S1/2 Less Ely 7 For Rd, 12 S1/2,13 S1/2,14
S1/2, 15 S1/2 Blk 45
Property address: 1302 Federal Hwy S
Folio number: 514203106030

Shenanigans Investments LLC
1300 S Federal Hwy
Dania, FL 33004-4347

North Hollywood 4-1 B Lot 11 N1/2,Less E 7 For Rd, 12 N1/2,13 N1/2,14
N1/2, 15 N1/2 Blk 45
Property address: 1300 Federal Hwy S
Folio number: 514203106040

Shenanigans East Side LLC
1300 S Federal Hwy
Dania, FL 33004-4347

North Hollywood 4-1 B Lot 16 Blk 45
Property address: 35 13 St SW, #12
Folio number: 514203106060

Advantage Hotel Group Inc
1450 SE 3rd Ave Apt 403
Dania, FL 33004-5512

North Hollywood 4-1 B Lot 17 Blk 45
Property address: 43 13 St SW
Folio number: 514203106070

Angelos Samantha C
43 SW 12th St
Dania, FL 33004-4226

North Hollywood 4-1 B Lot 18 Blk 45
Property address: 49 13 St SW
Folio number: 514203106080

Angelos Samantha C
43 SW 12th St
Dania, FL 33004-4226

North Hollywood 4-1 B Lot 19 Blk 45
Property address: 55 13 St SW, #14
Folio number: 514203106090

Dania Jss LLC
1395 Brickell Ave Ste 650
Miami, FL 33131-3317

North Hollywood 4-1 B Lot 20 Blk 45
Property address: 1303 2 Ave SW
Folio number: 514203106100

Solorzano Rodolfo
1303 SW 2nd Ave
Dania, FL 33004-4205

North Hollywood 4-1 B Lot 1 Blk 46
Property address: 1291 2 Ave SW, #12
Folio number: 514203106110

Canoa Camilo Canoa Jose
4900 Tyler St
Hollywood, FL 33021-6514

North Hollywood 4-1 B Lot 2 Blk 46
Property address: 54 13 St SW
Folio number: 514203106120

Mitskevich Ina
242 S Federal Hwy
Dania, FL 33004-4005

North Hollywood 4-1 B Lot 3 Blk 46
Property address: 48 13 St SW, #12
Folio number: 514203106130

Toma Patrick
5931 Polk St
Hollywood, FL 33021-6335

North Hollywood 4-1 B Lot 4 Blk 46
Property address: 42 13 St SW, #12
Folio number: 514203106140

Toma Patrick
5931 Polk St
Hollywood, FL 33021-6335

North Hollywood 4-1 B Lot 5 Blk 46
Property address: 36 13 St SW, #12
Folio number: 514203106150

Floren Luis F Floren Olinda C
9240 Sardis Forest Dr
Charlotte, NC 28270-1033

North Hollywood 4-1 B Lot 6 Blk 46
Property address: 30 13 St SW
Folio number: 514203106160

Phipps Patrick
PO Box 897
Dania, FL 33004-0897

North Hollywood 4-1 B Lot 7 Blk 46
Property address: 24 13 St SW, #15
Folio number: 514203106170

Toma Patrick
5931 Polk St
Hollywood, FL 33021-6335

North Hollywood 4-1 B Lot 8 Blk 46
Property address: 18 13 St SW, #13
Folio number: 514203106179

Patel Shila N
1290 S Federal Hwy
Dania, FL 33004-4345

North Hollywood 4-1 B Lots 9,10 Less E 7 For Rd & Less Pt Inc In Ext AreA
Formed By 15 Rad Arc Tang To S/L & Tang To Line 7 W Of E/L Lot 10 Blk46
Property address: 1290 Federal Hwy S
Folio number: 514203106180

Patel Shila N
1290 S Federal Hwy
Dania, FL 33004-4345

North Hollywood 4-1 B Por Of Lots 11, 12 & 13, Blk 46 Desc As: Comm NE
COr Lot 11, S 135.92,W 7 To POB,N 120.93,NWly 23.44, W 113.36,S 13.44,
W 5.73, S 122.46, E 133.29 To POB
Property address: 1200 Federal Hwy S
Folio number: 514203106190

1200 Plaza LLC
19220 NE 19th Pl
Miami, FL 33179-4318

North Hollywood 4-1 B Por Of Lot 13, Blk 46 Desc As: Beg NW Cor Lot 13,
E51.05, S 13.44, W 5.73, S 122.46,W 46.11, N 135.85 To POB
Property address: 19 12 St SW
Folio number: 514203106200

Lugo Ramon Gabriel
19 SW 12th St
Dania, FL 33004-4226

North Hollywood 4-1 B Lot 14 Blk 46
Property address: 25 12 St SW
Folio number: 514203106210

Mintianskaia Svetlana
25 SW 12th St
Dania, FL 33004-4226

North Hollywood 4-1 B Lot 15 Blk 46
Property address: 31 12 St SW
Folio number: 514203106220

Phipps Patrick
31 SW 12th St
Dania, FL 33004-4226

North Hollywood 4-1 B Lot 16 Blk 46

Property address: 37 12 St SW, #14
Folio number: 514203106230

North Hollywood 4-1 B Lot 17 Blk 46

Property address: 43 12 St SW
Folio number: 514203106240

North Hollywood 4-1 B Lot 18 Blk 46

Property address: 49 12 St SW, #12
Folio number: 514203106250

North Hollywood 4-1 B Lot 19 Blk 46

Property address: 55 12 St SW
Folio number: 514203106260

North Hollywood 4-1 B Lot 20 Blk 46

Property address: 61 12 St SW, #12
Folio number: 514203106270

North Hollywood 4-1 B Lot 2 Blk 47

Property address: 54 12 St SW
Folio number: 514203106290

North Hollywood 4-1 B Lot 3 Blk 47

Property address: 48 12 St SW, #12
Folio number: 514203106300

North Hollywood 4-1 B Lot 4 Blk 47

Property address: 42 12 St SW
Folio number: 514203106310

North Hollywood 4-1 B Lot 5 Blk 47

Property address: 36 12 St SW
Folio number: 514203106320

North Hollywood 4-1 B Lot 6 Blk 47

Property address: 30 12 St SW
Folio number: 514203106330

North Hollywood 4-1 B Lot 7 Blk 47

Property address: 24 12 St SW
Folio number: 514203106340

North Hollywood 4-1 B Lot 8 Blk 47

Property address: 18 12 St SW, #15
Folio number: 514203106350

Rudnicki Jadwiga Le
Rudnicki B & Shea Elizabeth
37 SW 12th St
Dania, FL 33004-4226

Angelos Samantha C
43 SW 12th St
Dania, FL 33004-4226

Rincon Rosa Evelia Canoa De
6301 Lincoln St Apt 3
Hollywood, FL 33024-7705

Maria A Protopsaltis Rev Tr
Protopsaltis Maria A Trstee Etal
11 Driftwood Dr
Key West, FL 33040-6216

Canoa Jose A
4900 Tyler St Unit 1
Hollywood, FL 33021-6514

Cardoso Lidice
6815 Biscayne Blvd Ste 103416
Miami, FL 33138-6292

Greenidge Maria C
48 SW 12th St
Dania, FL 33004-4227

Tremblay Christine M & Bruno M J
42 SW 12th St
Dania, FL 33004-4227

Angelos Janine
36 SW 12th St
Dania, FL 33004-4227

Milovanovic Slobodan & Olja
30 SW 12th St
Dania, FL 33004-4227

Sarango Petruccelli
Angela Petruccelli Dora
333 SE 10th Ct
Deerfield Beach, FL 33441-6813

Horty Helen Le Venne Campbell Betty
18 SW 12th St
Dania, FL 33004-4278

North Hollywood 4-1 B Lot 9,10 Less E 7 For Rd Blk 47
Property address: 1150 Federal Hwy S
Folio number: 514203106360

Tee Jay Of Dania Inc
1150 S Federal Hwy
Dania, FL 33004-4343

Highland Square 7-5 B Lot 1 Less W 7 & Less That Pt Of Is Rad Arc Which Is
Tangent To A Line 7 East Of & Parallel To W/L Of Said Lot 1, Lot 2 Less W 7,
Lot 3 Less W 7 Blk A
Property address: 1101 Federal Hwy S
Folio number: 514203130010

1101 S Federal Highway LLC
1121 S Federal Hwy
Dania, FL 33004-4342

Highland Square 7-5 B Lots 4,5 Blk A Together With Lots 6,7,8 & 9 Blk 1
Of Dixie Way 12-4 B
Property address: 23 12 St SE, #18
Folio number: 514203130020

Zorg Holding Db LLC
2323 Hollywood Blvd
Hollywood, FL 33020-6708

Dixie Way 12-4 B Lot 1 Less W 7, Lot 2 Less W 7, Lot 3 Less W 7 & Less Pt
Which Is Included In External Area Formed By 15 Radius Arc Tangent To
S/L Of Lot 3 & Tangent To Line 7 E Of & Para To W/L Of Said Lot,
Lots 4 & 5 Blk 1
Property address: 1121 Federal Hwy S
Folio number: 514203240010

1101 S Federal Highway LLC
1121 S Federal Hwy
Dania, FL 33004-4342

Dixie Way 12-4 B Lot 10,11 Blk 1, Tog W/ 3-51-42 N 92.45 M/L Of W1/2 Of
NW1/4 Of Sw1/4 Of SE 1/4 Less W 333 M/L
Property address: 25 12 St SE
Folio number: 514203240030

Trudeau Jeannine
25 SE 12th St
Dania, FL 33004-4326

Dixie Way 12-4 B Lots 1 To 7, Less W 7 For Rd Blk 2
Property address: 1201 Federal Hwy S
Folio number: 514203240040

Twin Oil Co Inc
15290 NW 7th Ave
Miami, FL 33169-6204

Dixie Way 12-4 B Lots 8,9,10 W2/3 Blk 2
Property address: 9 13 St SE
Folio number: 514203240041

Tavakoli Ahmad K
1200 Diplomat Pkwy
Hollywood, FL 33019-2214

Dixie Way 12-4 B Lot 10 E1/3,11,12,13 W1/3 Blk 2
Property address: 15 13 St SE, #12
Folio number: 514203240042

Lapidus Yana H/E Lapidus Leonid
15 SE 13th St # 12
Dania, FL 33004-4328

Dixie Way 12-4 B Lot 13 E2/3,14,15 Blk 2
Property address: 21 13 St SE, #12
Folio number: 514203240043

Sittig Milligan Cynthia J
23 SE 13th St
Dania, FL 33004-4328

Dixie Way 12-4 B 03-51-42 The Wly 7 Of Lots 1-7 Blk 2 Aka: Parcel 205
Property address: Federal Hwy S
Folio number: 514203240044

Florida Dept Of Transportation
Office Of Right Of Way
3400 W Commercial Blvd
Fort Lauderdale, FL 33309-3421

Dixie Way 12-4 B Lot 16,17,18 E2/3 Blk 2 Tog With 3-51-42 Pt Of W1/2 Of
Nw1/4 Of Sw1/4 Of Se1/4 Desc As Beg NE Cor Of Lot 16 Of Dixie Way,
Ely 11.3 M/L To NW Cor Of Lot 16 Of St James Pk Delmar, Sly Alg W/B Of Said
Lot 16 Of St James Pk Delmar To SW Cor Of Said Lot, Wly To SE Cor Of Lot 16
Blk 2 Of Dixie Way, Nly Alg E/B Of Said Lot 16 Of Dixie Way To POB

Property address: 20 12 St SE, #12
Folio number: 514203240045

Lee Claire Graham Tr
Graham K & Graham L C Trstees
1619 Shenandoah St
Hollywood, FL 33020-2243

Dixie Way 12-4 B Lot 18 W1/3, 19, 20, 21 E1/3 Blk 2
Property address: 14 12 St SE, #12
Folio number: 514203240046

Boilard Investments LLC
206 SE 4th Ter
Dania, FL 33004-4139

Dixie Way 12-4 B Lot 21 W2/3, 22, 23, Blk 2
Property address: 8 12 St SE, #12
Folio number: 514203240047

Brill Rose
PO Box 815106
Hollywood, FL 33081-5106

Dixie Way 12-4 B Lots 1 Thru 13 Blk 3, Tog With Lots 18 Thru 23 Blk 3,
LeSs Por For Rds Per Fdot Sec Map 86010- 2510
Property address: 1301 Federal Hwy S
Folio number: 514203240050

Dania Square Investment Group LLC
1000 Brickell Ave Ste 102
Miami, FL 33131-3046

Dixie Way 12-4 B Lot 14, 15 Blk 3 Tog With 3-51-42 Pt Of W1/2 Of Nw1/4 Of
Sw1/4 Of Se1/4 Lying Adj To & E Of Lot 15 Blk 3 Dixie Way
Property address: 21 13 Ter SE
Folio number: 514203240080

21 Grand Realty LLC
2758 Ocean Ave Apt 4B
Brooklyn, NY 11229-4753

Dixie Way 12-4 B Lot 16, 17 Blk 3 Toget With A 14 Wide Strip To E There
AT The Same Depth As Said Lots 16 & 17 Lying Between Dixie Way
& The Next Plat
Property address: 22 13 St SE
Folio number: 514203240090

Polanco Angel & Sandra D
22 SE 13th St
Dania, FL 33004-4329

Dixie Way 12-4 B Lots 1 To 3 Less Wly 7 For Rd Blk 4
Property address: 1317 Federal Hwy S
Folio number: 514203240100

Dynamic F & B Holdings Inc
1317 S Federal Hwy
Dania, FL 33004-4361

Dixie Way 12-4 B Blk 4 Lots 4, 5, 6 W1/2
Property address: 8 13 Ter SE, #12
Folio number: 514203240104

Donly Robert J Donly Meredith K
354 SE 6th St
Dania, FL 33004-4723

Dixie Way 12-4 B Lots 6 E1/2, 7, 8 Blk 4
Property address: 12 13 Ter SE, #12
Folio number: 514203240105

Donly Robert J Donly Meredith K
354 SE 6th St
Dania, FL 33004-4723

Dixie Way 12-4 B Lots 9, 10, 11 Blk 4
Property address: 20 13 Ter SE, #12
Folio number: 514203240110

Gordon Carmen Gordon Mitchell
1441 Van Buren St
Hollywood, FL 33020-5254

Dixie Way 12-4 B That Pt Of Lots 6 & 7 Blk 3 Desc As:Comm At NE Cor Of
SAid Lot 6, Wly 84.50 To POB, S 46.91 To P/C Sly & Ely Alg Cur 7.95, W Alg
S/L Of Said Lot 7 20.60, N Alg W/L Of Said Lots 7 & 6 52, E 15.50 To POB
Aka:Parcel 203 Fdot R/W Map For Sec 86010-2510, Sr No 5

Property address: Federal Hwy S
Folio number: 514203240120

Florida Dept Of Transportation
Office Of Right Of Way
3400 W Commercial Blvd
Fort Lauderdale, FL 33309-3421

Dixie Way 12-4 B That Pt Of Lots 1 Thru 5 Blk 3 Desc As:Comm At SE Cor OF
Said Lot 5, Wly Alg S/L 84.50 To POB, N 3.09 To P/C,Nly Alg Cur 29.26To
P/R/C, Nly Alg R/C 29.26,N 57.24 To P/C, Nly & Ely Alg Cur 23.28, W Alg
N/L Of Lot 1 21.73, S 132.90,E Alg S/L Of Said Lot 5 15.50 To POB
Aka:Parcel 204 Fdot R/W Map For Sec 86010-2510, Sr No 5

Property address: Federal Hwy S
Folio number: 514203240130

Florida Dept Of Transportation
Office Of Right Of Way
3400 W Commercial Blvd
Fort Lauderdale, FL 33309-3421

Fanrose Park 36-49 B All Blk 1,Less Wly 7 Ft. For U S 1 R/W
Property address: 1327 Federal Hwy S
Folio number: 514203460010

Andreen Anna
325 Roosevelt St
Hollywood, FL 33019-3535

**NOTICE OF VIRTUAL PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA**

A Virtual Public Hearing will be conducted by the City of Dania Beach City Commission on the following date to consider the following application:

DATE: Tuesday, July 28, 2020

TIME: 7:00 p.m. or as soon thereafter as the same may be heard

PLACE: City Commission Virtual Meeting

Please visit www.daniabeachfl.gov/virtualmeetings for detailed instructions and the specific requirements for participating in the City's virtual quasi-judicial land use meetings

SUBJECT: **OT-163-19:** The applicant, Tiffany J. Easton, Esq., is requesting an Extended Hours License for alcohol sales until 4:00 AM daily for the property located at 1300 – 1302 S. Federal Highway.

The following is the proposed Resolution of the matter:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE APPLICATION FOR EXTENDED HOURS LICENSE (OT-163-19), SUBMITTED BY SHENANIGANS EAST SIDE, LLC, TO OPERATE SHENANIGANS RESTAURANT LOCATED AT 1300 – 1302 SOUTH FEDERAL HIGHWAY, IN THE CITY OF DANIA BEACH, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION, UNTIL 4:00 A.M.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests or applicable information are available on line. City Hall is closed due to the Corona Virus. For more information, please call the Planning Division at (954) 924-6805 Ext. 3704 and staff will direct you to the on-line project information.

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: 1300- 1302 S. Federal Highway

Project: Shenanigans Sport Pub

Request: Extend Hours for Alcohol Sales

Applicant: Tiffany J. Easton, Esq.

Hearing Date & Time: July 28, 2020 at 7:00 PM

Hearing Location: Virtual Meeting;

Please visit www.daniabeachfl.gov/virtualmeetings for detailed instructions and the specific requirements for participating in the City's virtual quasi-judicial land use meetings.

Contact Information: Corinne Lajoie, AICP, (954) 924-6805 Ext. 3704



**NOTICE VIRTUAL OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA**

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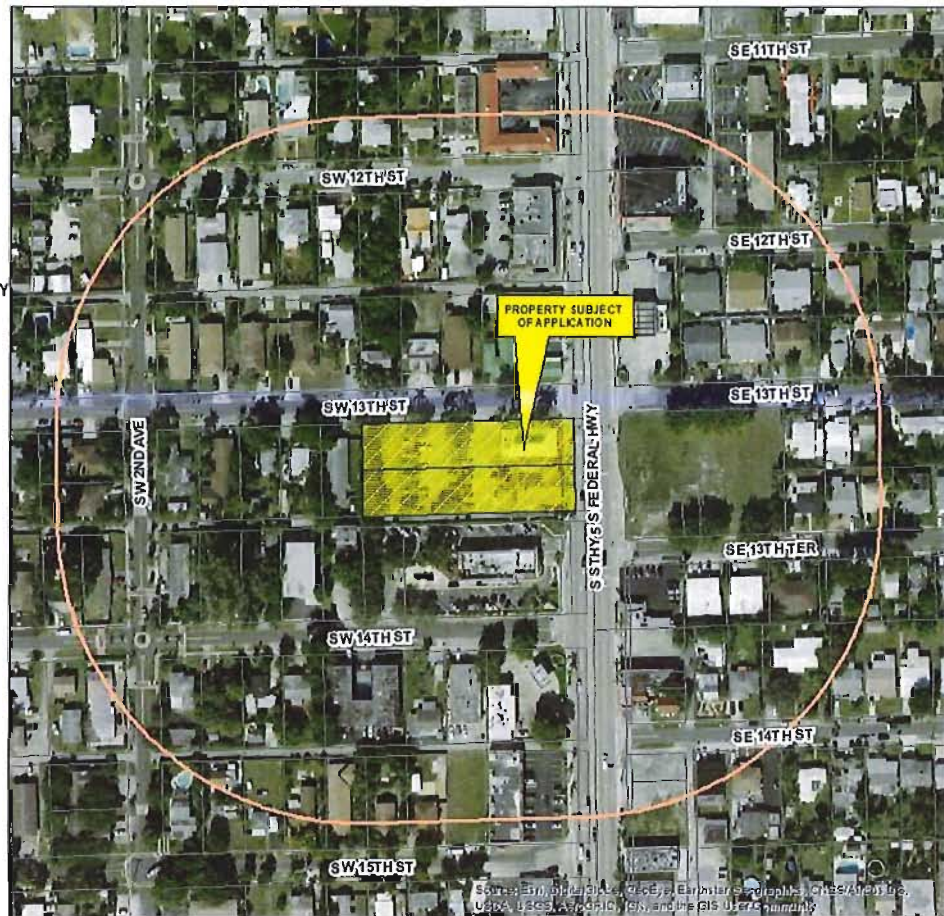
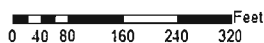
In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's office, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting.

1300 - 1302 S. FEDERAL HIGHWAY

450' BUFFER
SUBJECT PROPERTY



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.



Contact Information: Corinne Lajoie, AICP, (954) 924-6805 Ext. 3704



AFFIDAVIT
CITY OF DANIA BEACH, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
MAILING LIST AND LABELS



STATE OF FLORIDA
COUNTY OF Broward

Patrick Utter
and Tiffany Eaton
(Print Name)

BEFORE ME, the undersigned authority, personally appeared
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

✓ I represent to the City of Dania Beach, Florida that I am an authorized agent and representative of the property owner(s), Shenanigans East Side ^{cc}

(Print Name of Property Owner)

for the property located at 1300 S. Federal (the "Property"), and this

(Address)

sworn statement pertains to the application for Extended hours license to

remain open until 4am daily.

(Briefly describe application, such as "site plan approval" or a "variance" or a "special exemption")

relating to Petition number(s) OT-163-19.

2. Pursuant to **Sec. 610-20(D)** of the Land Development Code ("LDC") of the Code of Ordinances of the City of Dania Beach, Florida, I understand that there is a mailing date deadline for notices and that as the applicant for the petition, I must provide the City with:

- One (1) set of Mailing Labels, and
- 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:

Tiffany J. Eaton
Signature

Tiffany J. Eaton, Esq
PRINT Name

Attorney in Fact
Title

JOINT OWNER (IF APPLICABLE)

Patrick Utter
Signature

Patrick-Utter / Sherranigans Trust LLC
PRINT Name

Owner - manager
Title

**IF CORPORATION, LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP
OR OTHER ENTITY:**

Sherranigans East Side LLC
(Full Legal Name of Corporation or Entity)

Patrick Utter
Signature

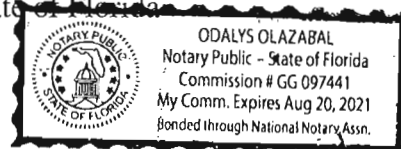
Patrick Utter
PRINT Name

Owner / manager
Title

On November 25, 2019, personally appeared Patrick Utter and Tiffany Eaton
and (if applicable, if there is a co-owner) owner + representative, as the Owner(s)
of the property described above. Such person(s) is/are personally known to me or produced
LLC his/her/their
identification.

My Commission Expires:

Odaly Olazabal
NOTARY PUBLIC
State of Florida





November 21, 2019

**City of Dania Beach
Community Development
100 W Dania Beach Boulevard
Dania Beach, FL 33004**

RE: Property Owners List within 450 feet of:

LEGAL DESCRIPTION:

Lot 11 less the East 7 feet thereof and all of Lots 12, 13, 14, and 15, Block 45, of "**NORTH HOLLYWOOD**", according to the Plat thereof, as recorded in Plat Book 4, at Page 1-B, of the Public Records of Broward County, Florida.

LOCATION: 1300-1302 South Federal Highway, Dania Beach FL 33004

FOLIOS: 5142-03-10-6030 and -6040

PREPARED FOR: COVE LAW, PA

ORDER: 191118

Total number of property owners without repetition: 95

This is to certify that the attached ownership list, map and mailing matrix is a complete and accurate representation of the real estate property and property owners within 450 feet of the subject property listed above. This reflects the most current records on the file in Broward County Property Appraiser's Office.

Sincerely,
THE ZONING SPECIALISTS GROUP, INC.

**Omara R. Lopez
For the Firm**

OWNERS LIST

THE FOLLOWING ARE PROPERTY OWNERS WITHIN A 450-FOOT RADIUS OF THE FOLLOWING LEGALLY DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

Lot 11 less the East 7 feet thereof and all of Lots 12, 13, 14, and 15, Block 45, of "**NORTH HOLLYWOOD**", according to the Plat thereof, as recorded in Plat Book 4, at Page 1-B, of the Public Records of Broward County, Florida.

LOCATION: 1300-1302 South Federal Highway, Dania Beach FL 33004

FOLIOS: 5142-03-10-6030 and -6040

PREPARED FOR: COVE LAW, PA

ORDER: 191118

St James Park North 3-33 B Lot 5 Blk 1
Property address: 13 14 St SE
Folio number: 514203070031

Polito Family Rev Tr Polito Santo Trstee
7635 Boul Gouin Est
Montreal Qc H1e 1 A7, Canada

St James Park North 3-33 B Lot 2 S 25 Less St Rd Blk 1
Property address: 1327 Federal Hwy S
Folio number: 514203070010

Andreen Anna C
325 Roosevelt St
Hollywood, FL 33019-3535

St James Park North 3-33 B Lot 3 Less W 7 & Less External Area
Formed By A 15 Ft Rad Arc Located In SW Cor Of Said Lot
Property address: 1331 Federal Hwy S
Folio number: 514203070020

Zawistowski Adam
11 SE 14th St
Dania, FL 33004-4332

St James Park North 3-33 B Lot 4 Blk 1
Property address: 11 14 St SE
Folio number: 514203070030

Zawistowski Adam
11 SE 14th St
Dania, FL 33004-4332

St James Park North 3-33 B Lot 6,7 Blk 1
Property address: 17 14 St SE, #12
Folio number: 514203070040

Santos Darlene
17 SE 14th St
Dania, FL 33004-4332

St James Park North 3-33 B Lot 8 Blk 1
Property address: 25 14 St SE
Folio number: 514203070050

Jones Janet L Le Jones Aaron James
25 SE 14th St
Dania, FL 33004-4332

St James Park North 3-33 B Lot 1 Less Wly 7 For Rd Blk 2
Property address: 14 St SE
Folio number: 514203070180

Starr Properties Of Dania LLC
201 NE 95th St
Miami, FL 33138-2711

St James Park North 3-33 B Lot 2 Less Wly 7,3 Less S 2 Inches Less Wly 7 Blk 2
Property address: 1409 Federal Hwy S
Folio number: 514203070190

Starr Properties Of Dania LLC
201 NE 95th St
Miami, FL 33138-2711

St James Park North 3-33 B Lot 38 W 25,39 Blk 2
Property address: 14 14 St SE, #13
Folio number: 514203070520

Matassa John J
14 SE 14th St
Dania, FL 33004-4333

St James Park North 3-33 B Lot 40 Blk 2
Property address: 10 14 St SE, #13
Folio number: 514203070530

Starr Properties Of Dania LLC
201 NE 95th St
Miami, FL 33138-2711

St James Park Delmar 11-26 B Lots 15 & 16
Property address: 28 12 St SE
Folio number: 514203080100

Mackenzie Cindy Marie
28 SE 12th St
Dania, FL 33004-4327

St James Park Delmar 11-26 B Lot 17 Toget With 3-51-42 Pt Of W 1/2 Of
NW1/4 Of SW 1/4 Of SE 1/4 Desc As Beg NW Cor Said Lot 17,Wly To A Pt 3
EaSt Of NE Cor Lot 15 Of Dixie Way 12-4 B,Sly To A Pt 3 East Of SE Cor Lot15
Of Dixie Way,Ely To SW Cor Of Said Lot 17,Nly Alg W/Bdry Of Lot 17 TO POB
Property address: 27 13 St SE
Folio number: 514203080110

Hamilton Lesley
27 SE 13th St
Dania, FL 33004-4328

St James Park Delmar 11-26 B Lot 18,19
Property address: 31 13 St SE, #12
Folio number: 514203080120

Green Sheri L Taschereau Robert
33 SE 13th St
Dania, FL 33004-4328

St James Park Delmar 11-26 B Lot 28 To 30

Property address: 36 13 St SE, #12
Folio number: 514203080170

Greenberg Allen S Li
Grace De Los Angeles Yung
1846 Mayo St
Hollywood, FL 33020-6320

St James Park Delmar 11-26 B Lot 31
Property address: 30 13 St SE, #13
Folio number: 514203080180

Chesto Daniel
PO Box 820461
Pembroke Pines, FL 33082-0461

St James Park Delmar 11-26 B Lot 32
Property address: 26 13 St SE
Folio number: 514203080190

Wade Neslynn R H/E Greuner Monica
26 SE 13th St
Dania, FL 33004-4329

St James Park Delmar 11-26 B Lots 33,34 Less E 30.5

Property address: 27 13 Ter SE
Folio number: 514203080210

2017 1 Ih Borrower Lp
%Invitation Homes Tax Dept
1717 Main St Ste 2000
Dallas, TX 75201-4657

St James Park Delmar 11-26 B Lots 34 E 30.5,35 W1/2
Property address: 35 13 Ter SE
Folio number: 514203080211

Protsenko Vladislav
1912 S Ocean Dr Apt 2B
Hallandale, FL 33009-5955

St James Park Delmar 11-26 B Lot 47,48 And Toget With Pt Of W1/2 Of Nw1/4
Of Sw1/4 Of Se1/4 Of Sec 3-51-42 Desc As: Beg NE Cor Lot 11 Blk 4 DixieWay,
S 93 M/L To SE Cor Lot 11, E 12 M/L To SW Cor Lot 48 Of St James Park
Delmar, N 93 M/L To NW Cor Of Said Lot 48, W 12 M/L To POB As Desc In
SuRvey Made By M E Berry Dated 5-8-53
Property address: 26 13 Ter SE, #17
Folio number: 514203080320

Seabreeze Cove Properties Inc
18 NE 2nd Ave
Dania, FL 33004-4807

North Hollywood 4-1 B Lot 11 Blk 23
Property address: 212 13 St SW
Folio number: 514203102480

Coria Clara O Coria Juan G
65 Fayetteville Rd NE
Atlanta, GA 30317-2746

North Hollywood 4-1 B Lot 12 Blk 23
Property address: 1218 2 Ave SW
Folio number: 514203102490

Gomez Cesar A
2030 NW 16th St
Delray Beach, FL 33445-2656

North Hollywood 4-1 B Lot 13,14 Blk 23
Property address: 209 12 St SW
Folio number: 514203102500

Fleming Family Investment LLC
414 NW Knights Ave # 613
Lake City, FL 32055-7247

North Hollywood 4-1 B Lot 11 Blk 24

Property address: 212 14 St SW, #13
Folio number: 514203102650

Roberto Monje Rev Tr
Monje Roberto Trstee
5316 Cleveland St
Hollywood, FL 33021-4612

North Hollywood 4-1 B Lot 12 Blk 24
Property address: 1306 2 Ave SW, #12
Folio number: 514203102660

Dargham George
490 SE 2nd St
Hialeah, FL 33010-5308

North Hollywood 4-1 B Lot 13 S 60,14 S 60 Blk 24
Property address: 1304 2 Ave SW
Folio number: 514203102670

Dale Jeffrey C
1304 SW 2nd Ave
Dania, FL 33004-4206

North Hollywood 4-1 B Lot 13 Less S 60,14 Less S 60 Blk 24
Property address: 1302 2 Ave SW
Folio number: 514203102680

Baker Creighton James
1302 SW 2nd Ave
Dania, FL 33004-4206

North Hollywood 4-1 B Lot 13 Blk 25
Property address: 1402 2 Ave SW, #12
Folio number: 514203102870

P & P Property Administration LLC
2120 N 57th Ave
Hollywood, FL 33021-3817

North Hollywood 4-1 B Lot 1 Blk 44
Property address: 60 15 St SW
Folio number: 514203105770

Rh Investment Homes LLC
3241 SW 44th St
Fort Lauderdale, FL 33312-6930

North Hollywood 4-1 B Lot 2 Blk 44
Property address: 54 15 St SW
Folio number: 514203105780

Lux Martin
54 SW 15th St
Dania, FL 33004-4243

North Hollywood 4-1 B Lot 3 Blk 44
Property address: 48 15 St SW
Folio number: 514203105790

North Hollywood 4-1 B Lot 4 Blk 44
Property address: 42 15 St SW, #12
Folio number: 514203105800

North Hollywood 4-1 B Lot 5 Blk 44
Property address: 36 15 St SW, #15
Folio number: 514203105810

North Hollywood 4-1 B Lot 6 Blk 44
Property address: 30 15 St SW
Folio number: 514203105820

North Hollywood 4-1 B Lot 7 Blk 44
Property address: 24 15 St SW, #12
Folio number: 514203105830

North Hollywood 4-1 B Lot 8 Blk 44
Property address: 20 15 St SW
Folio number: 514203105840

North Hollywood 4-1 B Lot 9,10 Less Ely 7 For Rd & Less Ext Area Formed
By 15 Rad Arc Which Is Tang To S/L Lot 10 & Tang To Line 7 W Of & Para
TO E/L Of Lot 10 Blk 44
Property address: 1410 Federal Hwy S
Folio number: 514203105850

North Hollywood 4-1 B Lot 11 Less E 7 For Rd & Less Pt Inc In Ext Area
Formed By 15 Rad Arc Which Is Tang To N/L Lot 11 & Tang To Line 7 W
Of E/L Lot 11, Lot 12 Blk 44
Property address: 1406 Federal Hwy S
Folio number: 514203105860

North Hollywood 4-1 B Lot 13 Blk 44
Property address: 19 14 St SW
Folio number: 514203105870

North Hollywood 4-1 B Lot 14 Blk 44
Property address: 25 14 St SW
Folio number: 514203105880

North Hollywood 4-1 B Lots 15,16 Blk 44
Property address: 37 14 St SW
Folio number: 514203105890

Park Christopher
48 SW 15th St
Dania, FL 33004-4243

Hernandez Henry Alberto
42 SW 15th St # 2
Dania, FL 33004-4243

Goldenberg Richard Le
Runge Mindy S Le Etal
36 SW 15th St
Dania, FL 33004-4264

Goldenberg Richard Le
Runge Mindy S Etal
36 SW 15th St
Dania, FL 33004-4264

Hry Properties LLC
18305 Biscayne Blvd Ste 214
North Miami Beach, FL 33160-2172

Dania Lands & Property LLC
12767 Equestrian Trl
Fort Lauderdale, FL 33330-1266

Cohen 2 LLC
3301 NE 183rd St Unit 1105
North Miami Beach, FL 33160-4486

Southland Corp % Tax Dept #25643
PO Box 711
Dallas, TX 75221-0711

Kodner Russ
949 S Northlake Dr
Hollywood, FL 33019-1312

Hrc Dania LLC
150 NW 168th St Ste 200
North Miami Beach, FL 33169-6034

Hrc Dania LLC
150 NW 168th St Ste 200
North Miami Beach, FL 33169-6034

North Hollywood 4-1 B Lot 17 Blk 44
Property address: 43 14 St SW
Folio number: 514203105910

North Hollywood 4-1 B Lot 18 Blk 44
Property address: 49 14 St SW
Folio number: 514203105920

North Hollywood 4-1 B Lot 19 Blk 44
Property address: 55 14 St SW
Folio number: 514203105930

North Hollywood 4-1 B Lot 20 Blk 44
Property address: 61 14 St SW
Folio number: 514203105940

North Hollywood 4-1 B Lot 1 Blk 45
Property address: 1325 2 Ave SW
Folio number: 514203105950

North Hollywood 4-1 B Lot 2 Blk 45

Property address: 54 14 St SW
Folio number: 514203105960

North Hollywood 4-1 B Lot 3 Blk 45
Property address: 48 14 St SW
Folio number: 514203105970

North Hollywood 4-1 B Lot 4 Blk 45
Property address: 42 14 St SW, #18
Folio number: 514203105980

North Hollywood 4-1 B Lot 5 Blk 45

Property address: 36 14 St SW, #15
Folio number: 514203105990

North Hollywood 4-1 B Lot 6 Blk 45

Property address: 1310 Federal Hwy S
Folio number: 514203106000

North Hollywood 4-1 B Lots 7-10, Blk 45 Less Comm NW Cor Lot 10, E 59.40
TO POB, S 23.40 To Curv, Sly 29.26 To Rev Curv, Sly 29.26, S 50, SWly 7.79,
E 20.44, N 135.92, W Alg N/L Lot 10 7 To POB And Less Comm NW Cor Lot 6,
E 293.19 To POB, S 49.64, SWly 15.81, NEly 13.45 To Rev Cur Nly 29.26,
N 23.52 TO N/L Said Lot 10, W 6 To POB
Property address: 1310 Federal Hwy S
Folio number: 514203106010

Wu Nai Jen & He Xiao Xia
242 S Federal Hwy
Dania, FL 33004-4005

Lavi Alpha Investing LLC
3250 Emerald Pointe Dr Apt 204A
Hollywood, FL 33021-1330

Christopher Kathryn
55 SW 14th St
Dania, FL 33004-4236

Hosein Ashraff & Vritti Hosein Lishka
764 NE 112th St
Miami, FL 33161-7236

Natledg Enterprises LLC
923 E 220th St
Bronx, NY 10469-1013

Jimenez Gladys Yolanda Jimenez
Jorge Luis Jr
54 SW 14th St
Dania, FL 33004-4237

Vignola Danielle Jane
48 SW 14th St
Dania, FL 33004-4237

Pelones LLC
19900 Highland Lakes Blvd
Miami, FL 33179-2830

John J Costa Rev Liv Tr
Costa John J Trstee
2621 NE 3rd St
Pompano Beach, FL 33062-4914

Mcdonalds Corp 009/0040
% Daniel B Ashlin
113 SW 11th Ct Ste C
Fort Lauderdale, FL 33315-1271

Mcdonalds Corporation
1 Mcdonalds Dr
Oak Brook, IL 60523-1911

North Hollywood 4-1 B Portion Of Lot 10,Blk 45 Desc As Comm At NW Cor
LoT 10,E Alg N/L 59.4 To POB,S 23.40, Sly 29.26 To Rev Curv, Sly 29.26,S 50,
SWly 7.79,E Alg S/L Lot 10 20.44,N 135.92,W 7 To POB Aka: Parcel 325

Property address: Federal Hwy S
Folio number: 514203106011

Florida Dept Of Transportation
Office Of Right Of Way
3400 W Commercial Blvd
Fort Lauderdale, FL 33309-3421

North Hollywood 4-1 B Portion Of Lot 10,Blk 45 Desc As Comm NW Cor Lot 6,
Blk 45,E Alg N/L 293.19 To POB,S 49.64, SWly 15.81,NEly 13.45 To Pt Of
Rev Curv, Nly 29.26, N 23.52 To N/L Lot 10, W 6 Ft To POB
Property address: Federal Hwy S
Folio number: 514203106012

City Of Dania Beach
100 W Dania Beach Blvd
Dania, FL 33004-3643

North Hollywood 4-1 B Lot 11 S1/2 Less Ely 7 For Rd, 12 S1/2,13 S1/2,14
S1/2, 15 S1/2 Blk 45
Property address: 1302 Federal Hwy S
Folio number: 514203106030

Shenanigans Investments LLC
1300 S Federal Hwy
Dania, FL 33004-4347

North Hollywood 4-1 B Lot 11 N1/2,Less E 7 For Rd, 12 N1/2,13 N1/2,14
N1/2, 15 N1/2 Blk 45
Property address: 1300 Federal Hwy S
Folio number: 514203106040

Shenanigans East Side LLC
1300 S Federal Hwy
Dania, FL 33004-4347

North Hollywood 4-1 B Lot 16 Blk 45
Property address: 35 13 St SW, #12
Folio number: 514203106060

Advantage Hotel Group Inc
1450 SE 3rd Ave Apt 403
Dania, FL 33004-5512

North Hollywood 4-1 B Lot 17 Blk 45
Property address: 43 13 St SW
Folio number: 514203106070

Angelos Samantha C
43 SW 12th St
Dania, FL 33004-4226

North Hollywood 4-1 B Lot 18 Blk 45
Property address: 49 13 St SW
Folio number: 514203106080

Angelos Samantha C
43 SW 12th St
Dania, FL 33004-4226

North Hollywood 4-1 B Lot 19 Blk 45
Property address: 55 13 St SW, #14
Folio number: 514203106090

Dania Jss LLC
1395 Brickell Ave Ste 650
Miami, FL 33131-3317

North Hollywood 4-1 B Lot 20 Blk 45
Property address: 1303 2 Ave SW
Folio number: 514203106100

Solorzano Rodolfo
1303 SW 2nd Ave
Dania, FL 33004-4205

North Hollywood 4-1 B Lot 1 Blk 46
Property address: 1291 2 Ave SW, #12
Folio number: 514203106110

Canoa Camilo Canoa Jose
4900 Tyler St
Hollywood, FL 33021-6514

North Hollywood 4-1 B Lot 2 Blk 46
Property address: 54 13 St SW
Folio number: 514203106120

Mitskevich Ina
242 S Federal Hwy
Dania, FL 33004-4005

North Hollywood 4-1 B Lot 3 Blk 46
Property address: 48 13 St SW, #12
Folio number: 514203106130

Toma Patrick
5931 Polk St
Hollywood, FL 33021-6335

North Hollywood 4-1 B Lot 4 Blk 46
Property address: 42 13 St SW, #12
Folio number: 514203106140

Toma Patrick
5931 Polk St
Hollywood, FL 33021-6335

North Hollywood 4-1 B Lot 5 Blk 46
Property address: 36 13 St SW, #12
Folio number: 514203106150

Floren Luis F Floren Olinda C
9240 Sardis Forest Dr
Charlotte, NC 28270-1033

North Hollywood 4-1 B Lot 6 Blk 46
Property address: 30 13 St SW
Folio number: 514203106160

Phipps Patrick
PO Box 897
Dania, FL 33004-0897

North Hollywood 4-1 B Lot 7 Blk 46
Property address: 24 13 St SW, #15
Folio number: 514203106170

Toma Patrick
5931 Polk St
Hollywood, FL 33021-6335

North Hollywood 4-1 B Lot 8 Blk 46
Property address: 18 13 St SW, #13
Folio number: 514203106179

Patel Shila N
1290 S Federal Hwy
Dania, FL 33004-4345

North Hollywood 4-1 B Lots 9,10 Less E 7 For Rd & Less Pt Inc In Ext AreA
Formed By 15 Rad Arc Tang To S/L & Tang To Line 7 W Of E/L Lot 10 Blk46
Property address: 1290 Federal Hwy S
Folio number: 514203106180

Patel Shila N
1290 S Federal Hwy
Dania, FL 33004-4345

North Hollywood 4-1 B Por Of Lots 11, 12 & 13, Blk 46 Desc As: Comm NE
COr Lot 11, S 135.92,W 7 To POB,N 120.93,NWly 23.44, W 113.36,S 13.44,
W 5.73, S 122.46, E 133.29 To POB
Property address: 1200 Federal Hwy S
Folio number: 514203106190

1200 Plaza LLC
19220 NE 19th Pl
Miami, FL 33179-4318

North Hollywood 4-1 B Por Of Lot 13, Blk 46 Desc As: Beg NW Cor Lot 13,
E51.05, S 13.44, W 5.73, S 122.46,W 46.11, N 135.85 To POB
Property address: 19 12 St SW
Folio number: 514203106200

Lugo Ramon Gabriel
19 SW 12th St
Dania, FL 33004-4226

North Hollywood 4-1 B Lot 14 Blk 46
Property address: 25 12 St SW
Folio number: 514203106210

Mintianskaia Svetlana
25 SW 12th St
Dania, FL 33004-4226

North Hollywood 4-1 B Lot 15 Blk 46
Property address: 31 12 St SW
Folio number: 514203106220

Phipps Patrick
31 SW 12th St
Dania, FL 33004-4226

North Hollywood 4-1 B Lot 16 Blk 46

Property address: 37 12 St SW, #14
Folio number: 514203106230

North Hollywood 4-1 B Lot 17 Blk 46

Property address: 43 12 St SW
Folio number: 514203106240

North Hollywood 4-1 B Lot 18 Blk 46

Property address: 49 12 St SW, #12
Folio number: 514203106250

North Hollywood 4-1 B Lot 19 Blk 46

Property address: 55 12 St SW
Folio number: 514203106260

North Hollywood 4-1 B Lot 20 Blk 46

Property address: 61 12 St SW, #12
Folio number: 514203106270

North Hollywood 4-1 B Lot 2 Blk 47

Property address: 54 12 St SW
Folio number: 514203106290

North Hollywood 4-1 B Lot 3 Blk 47

Property address: 48 12 St SW, #12
Folio number: 514203106300

North Hollywood 4-1 B Lot 4 Blk 47

Property address: 42 12 St SW
Folio number: 514203106310

North Hollywood 4-1 B Lot 5 Blk 47

Property address: 36 12 St SW
Folio number: 514203106320

North Hollywood 4-1 B Lot 6 Blk 47

Property address: 30 12 St SW
Folio number: 514203106330

North Hollywood 4-1 B Lot 7 Blk 47

Property address: 24 12 St SW
Folio number: 514203106340

North Hollywood 4-1 B Lot 8 Blk 47

Property address: 18 12 St SW, #15
Folio number: 514203106350

Rudnicki Jadwiga Le
Rudnicki B & Shea Elizabeth
37 SW 12th St
Dania, FL 33004-4226

Angelos Samantha C
43 SW 12th St
Dania, FL 33004-4226

Rincon Rosa Evelia Canoa De
6301 Lincoln St Apt 3
Hollywood, FL 33024-7705

Maria A Protopsaltis Rev Tr
Protopsaltis Maria A Trstee Etal
11 Driftwood Dr
Key West, FL 33040-6216

Canoa Jose A
4900 Tyler St Unit 1
Hollywood, FL 33021-6514

Cardoso Lidice
6815 Biscayne Blvd Ste 103416
Miami, FL 33138-6292

Greenidge Maria C
48 SW 12th St
Dania, FL 33004-4227

Tremblay Christine M & Bruno M J
42 SW 12th St
Dania, FL 33004-4227

Angelos Janine
36 SW 12th St
Dania, FL 33004-4227

Milovanovic Slobodan & Olja
30 SW 12th St
Dania, FL 33004-4227

Sarango Petruccelli
Angela Petruccelli Dora
333 SE 10th Ct
Deerfield Beach, FL 33441-6813

Horty Helen Le Venne Campbell Betty
18 SW 12th St
Dania, FL 33004-4278

North Hollywood 4-1 B Lot 9,10 Less E 7 For Rd Blk 47
Property address: 1150 Federal Hwy S
Folio number: 514203106360

Tee Jay Of Dania Inc
1150 S Federal Hwy
Dania, FL 33004-4343

Highland Square 7-5 B Lot 1 Less W 7 & Less That Pt Of Is Rad Arc Which Is
Tangent To A Line 7 East Of & Parallel To W/L Of Said Lot 1, Lot 2 Less W 7,
Lot 3 Less W 7 Blk A
Property address: 1101 Federal Hwy S
Folio number: 514203130010

1101 S Federal Highway LLC
1121 S Federal Hwy
Dania, FL 33004-4342

Highland Square 7-5 B Lots 4,5 Blk A Together With Lots 6,7,8 & 9 Blk 1
Of Dixie Way 12-4 B
Property address: 23 12 St SE, #18
Folio number: 514203130020

Zorg Holding Db LLC
2323 Hollywood Blvd
Hollywood, FL 33020-6708

Dixie Way 12-4 B Lot 1 Less W 7, Lot 2 Less W 7, Lot 3 Less W 7 & Less Pt
Which Is Included In External Area Formed By 15 Radius Arc Tangent To
S/L Of Lot 3 & Tangent To Line 7 E Of & Para To W/L Of Said Lot,
Lots 4 & 5 Blk 1
Property address: 1121 Federal Hwy S
Folio number: 514203240010

1101 S Federal Highway LLC
1121 S Federal Hwy
Dania, FL 33004-4342

Dixie Way 12-4 B Lot 10,11 Blk 1, Tog W/ 3-51-42 N 92.45 M/L Of W1/2 Of
NW1/4 Of Sw1/4 Of SE 1/4 Less W 333 M/L
Property address: 25 12 St SE
Folio number: 514203240030

Trudeau Jeannine
25 SE 12th St
Dania, FL 33004-4326

Dixie Way 12-4 B Lots 1 To 7, Less W 7 For Rd Blk 2
Property address: 1201 Federal Hwy S
Folio number: 514203240040

Twin Oil Co Inc
15290 NW 7th Ave
Miami, FL 33169-6204

Dixie Way 12-4 B Lots 8,9,10 W2/3 Blk 2
Property address: 9 13 St SE
Folio number: 514203240041

Tavakoli Ahmad K
1200 Diplomat Pkwy
Hollywood, FL 33019-2214

Dixie Way 12-4 B Lot 10 E1/3,11,12,13 W1/3 Blk 2
Property address: 15 13 St SE, #12
Folio number: 514203240042

Lapidus Yana H/E Lapidus Leonid
15 SE 13th St # 12
Dania, FL 33004-4328

Dixie Way 12-4 B Lot 13 E2/3,14,15 Blk 2
Property address: 21 13 St SE, #12
Folio number: 514203240043

Sittig Milligan Cynthia J
23 SE 13th St
Dania, FL 33004-4328

Dixie Way 12-4 B 03-51-42 The Wly 7 Of Lots 1-7 Blk 2 Aka: Parcel 205
Property address: Federal Hwy S
Folio number: 514203240044

Florida Dept Of Transportation
Office Of Right Of Way
3400 W Commercial Blvd
Fort Lauderdale, FL 33309-3421

Dixie Way 12-4 B Lot 16,17,18 E2/3 Blk 2 Tog With 3-51-42 Pt Of W1/2 Of Nw1/4 Of Sw1/4 Of Se1/4 Desc As Beg NE Cor Of Lot 16 Of Dixie Way, Ely 11.3 M/L To NW Cor Of Lot 16 Of St James Pk Delmar, Sly Alg W/B Of Said Lot 16 Of St James Pk Delmar To SW Cor Of Said Lot, Wly To SE Cor Of Lot 16 Blk 2 Of Dixie Way, Nly Alg E/B Of Said Lot 16 Of Dixie Way To POB

Property address: 20 12 St SE, #12
Folio number: 514203240045

Lee Claire Graham Tr
Graham K & Graham L C Trstees
1619 Shenandoah St
Hollywood, FL 33020-2243

Dixie Way 12-4 B Lot 18 W1/3,19,20,21 E1/3 Blk 2
Property address: 14 12 St SE, #12
Folio number: 514203240046

Boilard Investments LLC
206 SE 4th Ter
Dania, FL 33004-4139

Dixie Way 12-4 B Lot 21 W2/3,22,23,Blk 2
Property address: 8 12 St SE, #12
Folio number: 514203240047

Brill Rose
PO Box 815106
Hollywood, FL 33081-5106

Dixie Way 12-4 B Lots 1 Thru 13 Blk 3, Tog With Lots 18 Thru 23 Blk 3, LeSs Por For Rds Per Fdot Sec Map 86010- 2510
Property address: 1301 Federal Hwy S
Folio number: 514203240050

Dania Square Investment Group LLC
1000 Brickell Ave Ste 102
Miami, FL 33131-3046

Dixie Way 12-4 B Lot 14,15 Blk 3 Tog With 3-51-42 Pt Of W1/2 Of Nw1/4 Of Sw1/4 Of Se1/4 Lying Adj To & E Of Lot 15 Blk 3 Dixie Way
Property address: 21 13 Ter SE
Folio number: 514203240080

21 Grand Realty LLC
2758 Ocean Ave Apt 4B
Brooklyn, NY 11229-4753

Dixie Way 12-4 B Lot 16,17 Blk 3 Toget With A 14 Wide Strip To E There AT The Same Depth As Said Lots 16 & 17 Lying Between Dixie Way & The Next Plat
Property address: 22 13 St SE
Folio number: 514203240090

Polanco Angel & Sandra D
22 SE 13th St
Dania, FL 33004-4329

Dixie Way 12-4 B Lots 1 To 3 Less Wly 7 For Rd Blk 4
Property address: 1317 Federal Hwy S
Folio number: 514203240100

Dynamic F & B Holdings Inc
1317 S Federal Hwy
Dania, FL 33004-4361

Dixie Way 12-4 B Blk 4 Lots 4,5,6 W1/2
Property address: 8 13 Ter SE, #12
Folio number: 514203240104

Donly Robert J Donly Meredith K
354 SE 6th St
Dania, FL 33004-4723

Dixie Way 12-4 B Lots 6 E1/2,7,8 Blk 4
Property address: 12 13 Ter SE, #12
Folio number: 514203240105

Donly Robert J Donly Meredith K
354 SE 6th St
Dania, FL 33004-4723

Dixie Way 12-4 B Lots 9,10,11 Blk 4
Property address: 20 13 Ter SE, #12
Folio number: 514203240110

Gordon Carmen Gordon Mitchell
1441 Van Buren St
Hollywood, FL 33020-5254

Dixie Way 12-4 B That Pt Of Lots 6 & 7 Blk 3 Desc As:Comm At NE Cor Of
SAid Lot 6, Wly 84.50 To POB, S 46.91 To P/C Sly & Ely Alg Cur 7.95, W ALG
S/L Of Said Lot 7 20.60, N Alg W/L Of Said Lots 7 & 6 52, E 15.50 To POB
Aka:Parcel 203 Fdot R/W Map For Sec 86010-2510, Sr No 5

Property address: Federal Hwy S
Folio number: 514203240120

Florida Dept Of Transportation
Office Of Right Of Way
3400 W Commercial Blvd
Fort Lauderdale, FL 33309-3421

Dixie Way 12-4 B That Pt Of Lots 1 Thru 5 Blk 3 Desc As:Comm At SE Cor OF
Said Lot 5, Wly Alg S/L 84.50 To POB, N 3.09 To P/C, Nly Alg Cur 29.26 To
P/R/C, Nly Alg R/C 29.26, N 57.24 To P/C, Nly & Ely Alg Cur 23.28, W ALG
N/L Of Lot 1 21.73, S 132.90, E Alg S/L Of Said Lot 5 15.50 To POB
Aka:Parcel 204 Fdot R/W Map For Sec 86010-2510, Sr No 5

Property address: Federal Hwy S
Folio number: 514203240130

Florida Dept Of Transportation
Office Of Right Of Way
3400 W Commercial Blvd
Fort Lauderdale, FL 33309-3421

Fanrose Park 36-49 B All Blk 1, Less Wly 7 Ft. For U S 1 R/W
Property address: 1327 Federal Hwy S
Folio number: 514203460010

Andreen Anna
325 Roosevelt St
Hollywood, FL 33019-3535

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Public Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE PLAT APPLICATION (PL-026-20) SUBMITTED BY PULICE LAND SURVEYORS, ON BEHALF OF AMOPT, LLC FOR PROPERTY LOCATED AT 922 S. FEDERAL HIGHWAY, IN THE CITY OF DANIA BEACH, FLORIDA, THE LEGAL DESCRIPTION IS CONTAINED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Signed_CM PL-026-20 AMOPT LLC Plat, Signed_SR PL-026-20 AMOPT LLC Plat, R-2020- AMOPT, LLC Plat (PL-026-20), PL-026-20 AMOPT LLC, AMO Plat - Application, Sign and Affidavit, AMO Plat - Backup, Public Hearing Sign (AMOPT Plat), AMOPT (Location Map)



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

DATE: July 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, Director Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o=City of
Dania Beach, ou=Community
Development, email=eleanor.norena@danibeach.com, c=US
Date: 2020.07.27 16:59:23 -0400
Corinne Lajoie, AICP, Assistant Director CAJ
Richard Lorber, AICP, Planning and Zoning Manager Richard Lorber
Muriel Bryan, Senior Planner Digitally signed by Muriel Bryan
DN: cn=Muriel Bryan, o=City of Dania
Beach, ou=Community Development,
email=muriel.bryan@danibeach.com, c=US
Date: 2020.07.20 10:38:12 -0400
Muriel Bryan

SUBJECT: **PL-026-20 AMOPT LLC Plat:** The applicant, Saltz Michelson Architects, on behalf of the property owner AMOPT, LLC, is requesting approval of a plat for training facility purposes for the property located at 922 S. Federal Highway.

Request

PLAT - The applicant is requesting a Plat approval for the vacant lot, approximately 53,420 square feet in size.

The applicant has requested approval of a Plat for the future use of a training facility. The property is currently vacant.

Background

The plat was reviewed by the DRC on March 19, 2020 and again on May 19, 2020, which includes personnel from the BSO Fire, Public Services, the City's landscape consultant and Community Development Department's Planning Division. There are no outstanding DRC comments.

The applicant has also submitted a Site Plan application, which will be heard at a separate meeting.

Budgetary Impact

Approval of the Plat will allow the opportunity for the redevelopment of the site.

Recommendation

Approve the resolution for the Plat.



CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

DATE: July 28, 2020

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

VIA: Candido Sosa-Cruz, Assistant City Manager

FROM: Eleanor Norena, Director
Corinne Lajoie, AICP, Assistant Director
Richard Lorber, AICP, Planning and Zoning Manager
Muriel Bryan, Senior Planner

SUBJECT: **PL-026-20 AMOPT LLC Plat:** The applicant, Saltz Michelson Architects, on behalf of the property owner AMOPT, LLC, is requesting approval of a plat for training facility purposes for the property located at 922 S. Federal Highway.

Request

Plat

The applicant is requesting a Plat approval for the vacant lot, approximately 53,420 square feet in size.

PROPERTY INFORMATION

EXISTING ZONING:	South Federal - Mixed-Use (SFED-MU)
LAND USE DESIGNATION:	Regional Activity Center (RAC)
SITE LOCATION:	Northwest corner of S. Federal Highway and SW 10 th Street
SITE ACREAGE:	53,420 square feet / 1.2263 Net Acres
EXISTING USE:	Vacant
CODE VIOLATIONS:	There are no open violations on this property.

Background

The applicant has requested approval of a Plat for the development of a future training facility. The property is currently vacant. The applicant has submitted a Site Plan, which is currently being reviewed in DRC.

PLAT

The applicant is proposing to develop the a site comprised of two (2) parcels by constructing a specialty school, training facility as an extension of the existing American Maritime Officers' building located adjacent to the north. Per Section 302-10, a Specialty School is permitted in the SFED-MU district; however, per Section 302-10, a specialty school is a Special Exception if it's principal street frontage is on any other street that is not East Dania Beach Boulevard and South Federal Highway. The principal street frontage for this proposed specialty school is Old Dixie Highway; therefore, a Special Exception is required. The Special Exception application will travel separately with the Site Plan.

A Plat Note was made to leave Parcel B as "undeveloped" with the understanding that a Delegation Request will be required to allow an amendment for its future use, providing it is compatible with zoning regulations. The plat dedicates twenty-five (25') feet Right-of-Way on the south plat limit to complete a total of fifty (50') feet width for SW 10th Street, and even though the Broward County Property Appraiser shows a different boundary on its website map at the west side of the property, this plat will also provide additional five (5') feet of Right-of-Way to complete fifty (50') feet of width for SW 2nd Avenue.

Staff has encouraged the applicant to contact neighbors adjacent to and neighborhood associations to advise of this property.

Development Review Committee (DRC)

The plat was reviewed by the DRC on March 19, 2020 and again on May 19, 2020, which includes personnel from the BSO Fire, Public Services, the City's landscape consultant and Community Development Department's Planning Division. The applicant has no outstanding staff comments.

Recommendation

Approve the resolution for the Plat.

RESOLUTION NO. 2020-085

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE PLAT APPLICATION (PL-026-20) SUBMITTED BY PULICE LAND SURVEYORS, ON BEHALF OF AMOPT, LLC FOR PROPERTY LOCATED AT 922 S. FEDERAL HIGHWAY, IN THE CITY OF DANIA BEACH, FLORIDA, THE LEGAL DESCRIPTION IS CONTAINED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28 "Land Development Code" (the "LDC"), Part 6 "Development Review Procedures and Requirements," Article 640 "Plats," of the City of Dania Beach, (the "City") Code of Ordinances ("City Code"), Pulice Land Surveyors, on behalf of AMOPT, LLC (the "Applicant") has applied to the City for approval of a Plat (PL-026-20) attached as Exhibit "B," for the property bearing the legal description contained in Exhibit "A," and

WHEREAS, the AMOPT, LLC Plat (PL-026-20), will include a portion of the previously platted Taco Bell Plat which currently has a restriction of 3,000 square feet of commercial use and was recorded in Plat Book 166 Page 32; and

WHEREAS, the incorporation of the Taco Bell Plat into the newly created AMOPT, LLC plat will create a new plat, which will be restricted to 16,000 square feet of specialty school: and

WHEREAS, on March 26, 2020, and May 28, 2020, the City's Development Review Committee (the "DRC"), which includes representatives from the Broward Sheriff's Office, Broward Fire Department, Public Services Department, the City's landscape consultant and the Planning Division staff, reviewed the AMOPT, LLC plat for compliance with all applicable regulations; and

WHEREAS, staff recommends approval of the Plat (PL-026-20); and

WHEREAS, the City Commission conducted a duly noticed public hearing on July 28, 2020 in accordance with Article 610 of the LDC; and

WHEREAS, the City Commission finds that the Plat (PL-026-20) request is consistent with the LDC and Comprehensive Plan;

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 this Resolution.

Section 2. That this certain application for the “AMOPT, LLC PLAT” (PL-026-20), a copy of which is attached as Exhibit “B,” is approved with the no outstanding conditions.

Section 3. That the issuance of a development permit by a municipality does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency, or undertakes actions that result in a violation of state or federal law.

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 July 28, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

A PORTION OF THE SOUTH 300 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 42 EAST, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WEST DIXIE HIGHWAY AS SHOWN ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 86515-2601 MISCELLANEOUS PLAT BOOK 6, PAGE 38, TOGETHER WITH TRACT "A" OF "TACO BELL AT DANIA", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 166, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT "A"; THENCE SOUTH 00°22'42" WEST ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID TRACT "A" 25.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 3, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SW 10TH STREET, AS DEDICATED BY "NORTH HOLLYWOOD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE I, OF SAID PUBLIC RECORDS; THENCE SOUTH 89°30'09" WEST ALONG SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE 441.19 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SW 2ND AVENUE AS DEDICATED BY DEED BOOK 679, PAGE 613, OF SAID PUBLIC RECORDS; THENCE NORTH 00°22'52" EAST ALONG SAID EAST RIGHT-OF-WAY LINE 120.39 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WEST DIXIE HIGHWAY AS DEDICATED BY OFFICIAL RECORDS BOOK 2862, PAGE 753 AND OFFICIAL RECORDS BOOK 3315, PAGE 548, OF SAID PUBLIC RECORDS; THENCE NORTH 50°10'42" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE 283.46 FEET TO A POINT ON A LINE LYING 300 FEET NORTH OF AND PARALLEL TO THE AFOREMENTIONED SOUTH LINE AND NORTH RIGHT -OF-WAY LINE; THENCE NORTH 89°30'09" EAST ALONG SAID PARALLEL LINE 387.66 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH FEDERAL HIGHWAY (US HIGHWAY NO.1) (STATE ROAD NO.5), AS SHOWN ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 86010-2510, BEING THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID TRACT "A"; THENCE SOUTH 00°22'38" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, SAID NORTHERLY EXTENSION, AND SAID EAST LINE 245.50 FEET TO THE EASTERLY SOUTHEAST CORNER OF SAID TRACT "A"; THENCE SOUTH 44°56'26" WEST ALONG THE SOUTHEAST LINE OF SAID TRACT "A" 42.10 FEET TO THE SOUTHERLY SOUTHEAST CORNER OF SAID TRACT "A"; THENCE SOUTH 89°30'09" WEST ALONG THE SOUTH LINE OF SAID TRACT "A", ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SW 10TH STREET AS DEDICATED BY SAID PLAT, 133.47 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE, LYING, AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINING 157,302 SQUARE FEET (3.6112 ACRES), MORE OR LESS

EXHIBIT “B”
AMOPT, LLC PLAT

'AMOPT LLC'

A SUBDIVISION AND REPLAT OF A PORTION OF THE SOUTH 300 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 42 EAST, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WEST DIXIE HIGHWAY AS SHOWN ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 86515-2601 MISCELLANEOUS PLAT BOOK 6, PAGE 38, TOGETHER WITH TRACT "A" OF "TACO BELL AT DANIA", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 166, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA.

PREPARED BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
954-572-1777
FAX NO. 954-572-1778
MARCH, 2020

LEGAL DESCRIPTION:

A PORTION OF THE SOUTH 300 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 42 EAST, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WEST DIXIE HIGHWAY AS SHOWN ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 86515-2601 MISCELLANEOUS PLAT BOOK 6, PAGE 38, TOGETHER WITH TRACT "A" OF "TACO BELL AT DANIA", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 166, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID LAND SITUATE, LYING, AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINING 157,302 SQUARE FEET (3.6112 ACRES), MORE OR LESS

DEDICATION:

STATE OF _____ S.S.
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: THAT AMOPT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER OF THE LANDS DESCRIBED HEREON, HAS CAUSED SAID LANDS TO BE SUBDIVIDED AND PLATTED AS SHOWN HEREON, AND TO BE KNOWN AS "AMOPT LLC", A SUBDIVISION AND REPLAT.

THE RIGHT-OF-WAY PARCEL AS SHOWN HEREON, IS HEREBY DEDICATED TO THE PUBLIC FOR PROPER PURPOSES.

IN WITNESS WHEREOF: THAT SAID AMOPT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY _____, ITS _____, IN THE PRESENCE OF THESE TWO WITNESSES, THIS _____ DAY OF _____, A.D. 202__.

WITNESSES: AMOPT, LLC, A FLORIDA LIMITED LIABILITY COMPANY
BY: _____
PRINT NAME: _____ BY: _____
BY: _____ PRINT NAME: _____
PRINT NAME: _____ TITLE: _____

ACKNOWLEDGMENT:

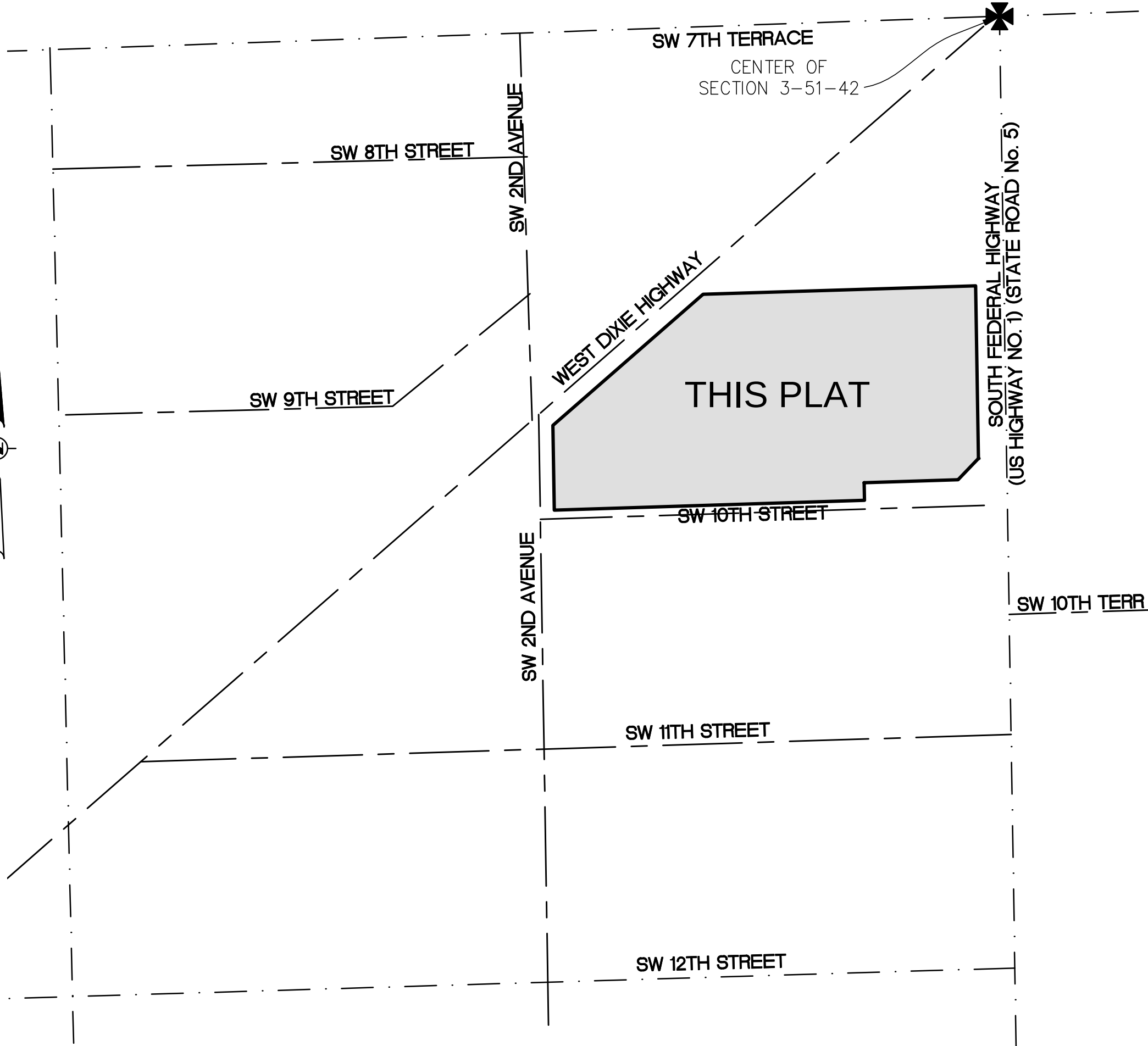
STATE OF _____ S.S.
COUNTY OF _____

I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, _____, OF AMOPT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO BE THE PERSON DESCRIBED IN AND WHO ACKNOWLEDGED BEFORE ME THAT HE/SHE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN EXPRESSED, AND DID NOT TAKE AN OATH.

WITNESS: MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, A.D. 202__.

MY COMMISSION NUMBER: _____ NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES: _____ PRINT NAME: _____



LOCATION MAP
THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 42 EAST
NOT TO SCALE

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND RECENTLY SURVEYED, SUBDIVIDED AND PLATTED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION. THAT THE SURVEY DATA SHOWN HEREON CONFORMS TO THE APPLICABLE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WITH THE APPLICABLE SECTION OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, AND FURTHER THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) WERE SET IN ACCORDANCE WITH SAID CHAPTER 177. PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY INSURING CONSTRUCTION OF THE REQUIRED SUBDIVISION IMPROVEMENTS.

BETH BURNS
PROFESSIONAL SURVEYOR AND MAPPER NO. LS6136
STATE OF FLORIDA
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
CERTIFICATE OF AUTHORIZATION NUMBER LB3870

DATE

PLATTING SURVEYOR	CITY CLERK	CITY ENGINEER	COUNTY SURVEYOR	COUNTY ENGINEER

CITY OF DANIA BEACH, CITY COMMISSION:

THIS IS TO CERTIFY, THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE CITY OF DANIA BEACH, FLORIDA, BY ORDINANCE NO. _____, ADOPTED THIS _____ DAY OF _____, A.D. 202__.

ALL APPLICABLE CONCURRENCY/IMPACT FEES FOR THE CONSTRUCTION, EXPANSION, AND/OR CONVERSION OF A BUILDING WITHIN THIS PLAT SHALL BE PAID ON THE DATE OF BUILDING PERMIT ISSUANCE.

ATTEST: _____ APPROVED: _____
CITY CLERK MAYOR

COMMUNITY DEVELOPMENT DEPARTMENT:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, THIS _____ DAY OF _____, A.D. 202__.

BY: _____
NAME: _____
DIRECTOR / DESIGNEE

CITY ENGINEER:

THIS PLAT IS HEREBY APPROVED FOR RECORD THIS _____ DAY OF _____, A.D. 202__.

BY: _____
NAME: _____
FLORIDA P.E. REGISTRATION NO: _____

BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT:
THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD.

BY: _____ DATE
DIRECTOR/DESIGNEE

BROWARD COUNTY PLANNING COUNCIL:

THIS IS TO CERTIFY: THAT THE BROWARD COUNTY PLANNING COUNCIL HAS APPROVED THIS PLAT SUBJECT TO ITS COMPLIANCE WITH THE DEDICATION OF RIGHTS-OF-WAY FOR TRAFFICWAYS THIS _____ DAY OF _____, A.D. 202__.

BY: _____
CHAIRPERSON

THIS PLAT COMPLIES WITH THE APPROVAL OF THE BROWARD COUNTY PLANNING COUNCIL OF THE ABOVE DATE AND IS APPROVED AND ACCEPTED FOR RECORD THIS ____ DAY OF ____
_____, A.D. 202__.

BY: _____
EXECUTIVE DIRECTOR OR DESIGNEE

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION - MINUTES SECTION:

THIS IS TO CERTIFY: THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS _____ DAY OF _____, A.D. 202__.

BY: _____
MAYOR, COUNTY COMMISSION

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION:

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES AND APPROVED AND ACCEPTED FOR RECORD.

BY: _____ DATE
ROBERT P. LEGG, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS4030

BY: _____ DATE
ALEJANDRO S. PEREZ
ACTING COUNTY ENGINEER
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION NO. 33217

'AMOPT LLC'

A SUBDIVISION AND REPLAT OF A PORTION OF THE SOUTH 300 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 42 EAST, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WEST DIXIE HIGHWAY AS SHOWN ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 86515-2601 MISCELLANEOUS PLAT BOOK 6, PAGE 38, TOGETHER WITH TRACT "A" OF "TACO BELL AT DANIA", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 166, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA.

PREPARED BY
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
954-572-1777
FAX NO. 954-572-1778
MARCH, 2020

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PLAT BOOK PAGE
SHEET 2 OF 2 SHEETS

LEGEND:

P.R.M. □	DENOTES: PERMANENT REFERENCE MONUMENT (SET 4" X 4" X 24" CONCRETE MONUMENT WITH 2" ALUMINUM DISC STAMPED "PRM LB 3870" UNLESS OTHERWISE NOTED)
N/D P.R.M.	DENOTES: PERMANENT REFERENCE MONUMENT (MAG NAIL & 1.2" BRASS WASHER STAMPED "P.R.M. LB3870" UNLESS OTHERWISE NOTED)
RM-	DENOTES: REFERENCE MONUMENT (SET 4" X 4" X 24" CONCRETE MONUMENT WITH 2" ALUMINUM DISC STAMPED "PRM OFFSET LB 3870 SET OFFSET PLAT CORNER)
P.C.P. ●	DENOTES: PERMANENT CONTROL POINT (MAG NAIL & 1.2" BRASS WASHER STAMPED "P.C.P. LB3870" UNLESS OTHERWISE NOTED)
LB	DENOTES: LICENSED BUSINESS
O.R.B.	DENOTES: OFFICIAL RECORD BOOK
⌵	DENOTES: QUARTER SECTION CORNER
⌵	DENOTES: CENTERLINE
R/W	DENOTES: RIGHT-OF-WAY
P.B.	DENOTES: PLAT BOOK
PG	DENOTES: PAGE
R=	DENOTES: RADIUS
CA=	DENOTES: CENTRAL ANGLE
A=	DENOTES: ARC DISTANCE
T=	DENOTES: TANGENT DISTANCE
CB=	DENOTES: CHORD BEARING
CD=	DENOTES: CHORD DISTANCE
M.M.B.	DENOTES: MISCELLANEOUS MAP BOOK
M.P.B.	DENOTES: MISCELLANEOUS PLAT BOOK
R.M.B.	DENOTES: RIGHT-OF-WAY MAP BOOK
—/—	DENOTES: NON-VEHICULAR ACCESS LINE

SURVEYOR'S NOTES:

1) THIS PLAT IS RESTRICTED TO PARCEL A: 16,000 SQUARE FEET OF TRAINING FACILITY USE. PARCEL B HAS NO DEVELOPMENT AT THIS TIME.

THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS. THE NOTATION AND ANY AMENDMENTS THERETO ARE SOLELY INDICATING THE APPROVED DEVELOPMENT LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND DO NOT OPERATE AS A RESTRICTION IN FAVOR OF ANY PROPERTY OWNER INCLUDING AN OWNER OR OWNERS OF PROPERTY WITHIN THIS PLAT WHO TOOK TITLE TO THE PROPERTY WITH REFERENCE TO THIS PLAT.

ANY STRUCTURE WITHIN THIS PLAT MUST COMPLY WITH SECTION 2.1.f., DEVELOPMENT REVIEW REQUIREMENTS, OF THE BROWARD COUNTY LAND USE PLAN, REGARDING HAZARDS TO AIR NAVIGATION.

2A) IF A BUILDING PERMIT FOR A PRINCIPAL BUILDING (EXCLUDING DRY MODELS, SALES AND CONSTRUCTION OFFICES) AND FIRST INSPECTION APPROVAL ARE NOT ISSUED BY 202, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY OR THE AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME: AND/OR

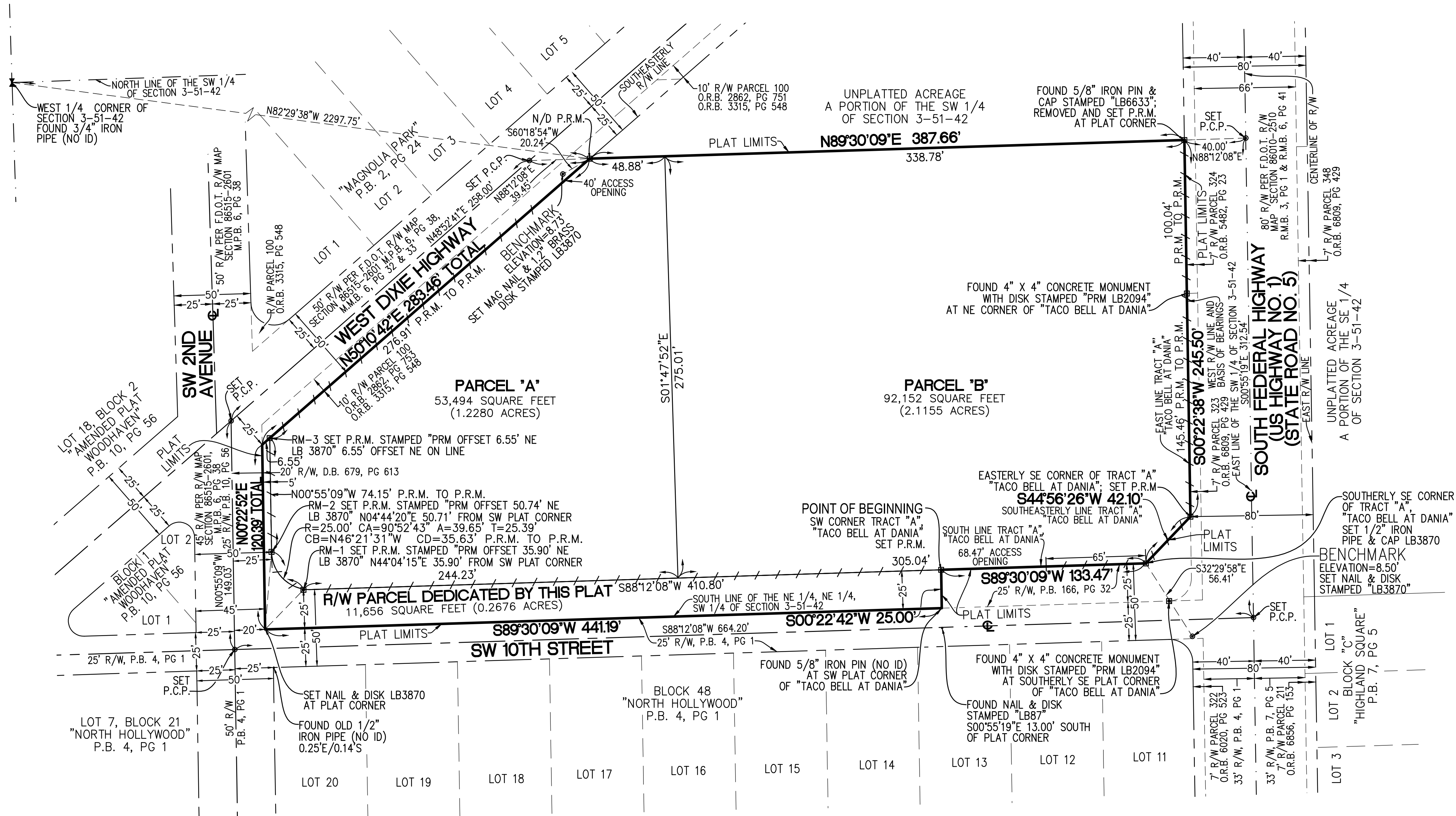
B) IF CONSTRUCTION OF PROJECT WATER LINES, SEWER LINES, DRAINAGE, AND THE ROCK BASE FOR INTERNAL ROADS HAVE NOT BEEN SUBSTANTIALLY COMPLETED BY 202, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY OR THE AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME.

3) THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR PURSUANT TO CHAPTER 177.091, SUBSECTION (28), FLORIDA STATUTES. PLATTED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS NOTE DOES NOT APPLY TO PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN WITH THE WEST RIGHT-OF-WAY LINE OF SOUTH FEDERAL HIGHWAY BEING S00°22'38"W.

4) ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. BROWARD COUNTY ENGINEERING DIVISION BENCHMARK 1132; "SQUARE" CUT IN NE CORNER OF 6' X 10' CONCRETE ENTRANCE SLAB TO LIONS CLUB IN SE CORNER OF INTERSECTION OF SW 5TH STREET AND SW 4TH AVENUE; ELEVATION: 9.325 FEET (10.910 FEET NATIONAL GEODETIC VERTICAL DATUM OF 1929); AND BENCHMARK 1894; C&GS BM DISK ON TOP OF A COPPER-COATED STEEL ROD FLUSH WITH THE GROUND, ABOUT 1.65 MILES NORTH ALONG THE FLORIDA EAST COAST RAILWAY FROM THE STATION AT HOLLYWOOD, 0.1 MILE NORTH OF MILEPOST 347, NEAR THE NW CORNER OF DANIA CEMETERY, 99' EAST OF AND ACROSS SW 4TH AVENUE FROM THE EAST RAIL OF THE NORTHBOUND TRACT, 108' SOUTH OF THE SW CORNER OF A LARGE CONCRETE POST AT THE NW CORNER OF THE CEMETERY; 32' EAST OF THE CENTERLINE OF SW 4TH AVENUE, 1.5' SOUTH OF THE SW CORNER OF A LARGE CONCRETE POST ON THE SOUTH SIDE OF THE NORTH DRIVEWAY TO CEMETERY, ABOUT LEVEL WITH THE TRACK, ROD WAS DRIVEN TO REFUSAL AT DEPTH OF 66'; ELEVATION: 11.453. (13.038 FEET NATIONAL GEODETIC VERTICAL DATUM OF 1929).

6) ALL RECORDED DOCUMENTS DEPICTED HEREON ARE RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.



PLAT FILE NO. 007-MP-20



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

MAR 05 2020

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☒ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

Date Rec'd BY: _____

Petition No.: PL-026-20

(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: 922 S. Federal Highway + one (1) adjacent vacant lot.

Lot(s): n/a Block: n/a Subdivision: n/a

Recorded Plat Name: Not platted

Folio Number(s): 514203000650
514237200010 Legal Description: SEE ATTACHED

Applicant/Consultant/Legal Representative (circle one) PULICE LAND SURVEYORS, Inc.

Address of Applicant: 5381 Nob Hill Road, Sunrise, FL 33351

Business Telephone: (954) 572-1777 Home: - Fax: (954) 572-1778

E-mail address: elizabeth@pulicelandsurveyors.com

Name of Property Owner: AMOPT, LLC.

Address of Property Owner: 2 W. Dixie Highway, Dania Beach, FL 33004

Business Telephone: (954) 920-4247 Home: - Fax: -

Explanation of Request: AMERICAN MARITIME PLAT

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: 3.61 Gross Acreage: _____ Prop. Square Footage: 157,302

Existing Use: Vacant Proposed Use: Training Facility

Is property owned individually, by a corporation, association, or a joint venture?
LLC - Limited Liability Company

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 PULICE LAND SURVEYORS, INC. (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: Steven F. Nickerson
(Owner / Agent signature*)

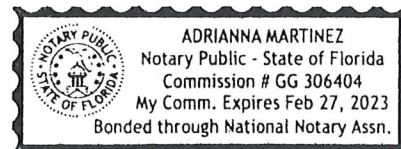
BEFORE ME THIS 8 DAY OF Nov, 2019.

By:

Steven F. Nickerson
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Adrianna Martinez
(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.**

A PORTION OF THE SOUTH 300 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 42 EAST, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WEST DIXIE HIGHWAY AS SHOWN ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 86515-2601 MISCELLANEOUS PLAT BOOK 6, PAGE 38, TOGETHER WITH TRACT "A" OF "TACO BELL AT DANIA", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 166, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT "A"; THENCE SOUTH 00°22'42" WEST ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID TRACT "A" 25.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 3, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SW 10TH STREET, AS DEDICATED BY "NORTH HOLLYWOOD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 1, OF SAID PUBLIC RECORDS; THENCE SOUTH 89°30'09" WEST ALONG SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE 441.19 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SW 2ND AVENUE AS DEDICATED BY DEED BOOK 679, PAGE 613, OF SAID PUBLIC RECORDS; THENCE NORTH 00°22'52" EAST ALONG SAID EAST RIGHT-OF-WAY LINE 120.39 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WEST DIXIE HIGHWAY AS DEDICATED BY OFFICIAL RECORDS BOOK 2862, PAGE 753 AND OFFICIAL RECORDS BOOK 3315, PAGE 548, OF SAID PUBLIC RECORDS; THENCE NORTH 50°10'42" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE 283.46 FEET TO A POINT ON A LINE LYING 300 FEET NORTH OF AND PARALLEL TO THE AFOREMENTIONED SOUTH LINE AND NORTH RIGHT-OF-WAY LINE; THENCE NORTH 89°30'09" EAST ALONG SAID PARALLEL LINE 387.66 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH FEDERAL HIGHWAY (US HIGHWAY NO. 1) (STATE ROAD NO. 5), AS SHOWN ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 86010-2510, BEING THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID TRACT "A"; THENCE SOUTH 00°22'38" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, SAID NORTHERLY EXTENSION, AND SAID EAST LINE 245.50 FEET TO THE EASTERLY SOUTHEAST CORNER OF SAID TRACT "A"; THENCE SOUTH 44°56'26" WEST ALONG THE SOUTHEAST LINE OF SAID TRACT "A" 42.10 FEET TO THE SOUTHERLY SOUTHEAST CORNER OF SAID TRACT "A"; THENCE SOUTH 89°30'09" WEST ALONG THE SOUTH LINE OF SAID TRACT "A", ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SW 10TH STREET AS DEDICATED BY SAID PLAT, 133.47 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE, LYING, AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINING 157,302 SQUARE FEET (3.6112 ACRES), MORE OR LESS



CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT
Payment Receipt

No: 000745

Date: 5/6/20

RECEIVED FROM:

Name: Elizabeth Tsouroukdissian

Address: 2 West Dixie Highway

Address 2:

City/St/ZIP: Dania Beach FL 33004

Service or Item	Quantity	Amount
CR - 001-220-00-00 Cost Recovery	1	\$5000.00
TOTAL DUE:		\$5000.00

Prepared by: Muriel Bryan

Additional Information

Business Name: PL - 026-20 AMO

American Maritime Officers Plans

Business Address: 604 S FEDERAL HIGHWAY

Check No. 66096

PAYMENT DATE

05/08/2020

COLLECTION STATION

City Hall Window 2

RECEIVED FROM

ELIZABETH

TSOUROUKDISSIAN

DESCRIPTION

City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

BATCH NO.

2020-08000559

RECEIPT NO.

2020-00028889

CASHIER

Rachel Icenhour

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
CR	Cost Recovery Misc 001-220-00-00	\$5,000.00
Payments:	Type	
	Detail	Amount
	Check	66096 \$5,000.00
Total Amount:		\$5,000.00

Customer Copy

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

11-24/1210

American Maritime Officers Plans
Master Operating Trust Fund-Operating
2 West Dixie Highway
Dania Beach, FL 33004-4312



Wells Fargo Bank, N.A.
1600 Sheridan Street
Hollywood, FL 33020

Apr 15, 2020	66096
DATE	CHECK NO.

Pay Five Thousand Dollars and 00 Cents

\$5,000.00

to the Order of:

CITY OF DANIA BEACH
100 W DANIA BEACH BLVD
DANIA BEACH, FL 33004

[Signature]
[Signature]

⑈66096⑈ ⑆121000248⑆ 4125505701⑈



CITY OF DANIA BEACH, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
POSTING OF PUBLIC HEARING NOTICE SIGN

COUNTY OF Broward

1. I, Christina Mathews, am an individual over the age of 18 years old and
(Print Name)

_____ I am the property Owner,

X _____ I am a representative of the property owner(s), AMOPT LLC and _____, for property located at _____, 922 S. Federal Highway _____ (the "Property"), and this sworn statement pertains to the application for Plat to Petition number PL-026-20 in the Code of Ordinances of the City of Dania Beach, Florida.

Telephone number of the City's Community Development Department.

3. A true and accurate copy (copies) of the subject sign(s) is/are attached to this Affidavit and incorporated by this reference.

FURTHER, AFFIANT SAYS NOTHING MORE.

Court Matthews

AFFIANT

Sworn to and subscribed before me on July 14, 20120

Natalie Bedell

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: 1-24-21





City of Dania Beach PUBLIC HEARING NOTICE TUESDAY, JULY 28, 2020

THIS PROPERTY IS THE SUBJECT OF UPCOMING PUBLIC HEARINGS

TIME | 7:00 p.m.

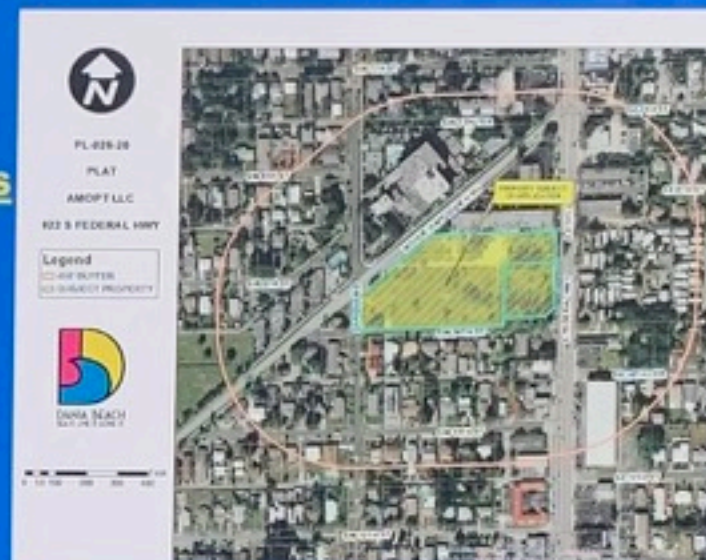
PLACE | City Commission Virtual Meeting
Please visit www.daniabeachfl.gov/virtualmeetings
for detailed instructions on this meeting.

PROJECT | AMOPT Plat

LOCATION | 922 S. Federal Hwy

REQUEST | Plat

FILE # | PL-026-20



• For more information, please visit our website <http://daniabeachfl.gov/Public-Hearings> or call (954) 924-6800 x 3643. •

This Sign is the property of the City of Dania Beach. In accordance with Section 610-30 of the Land Development Code, it shall be unlawful for any person to injure, cut, break or destroy in any manner any building or other thing belonging to or under the control of the City. Persons marring or removing the Notice may be subject to fine and/or imprisonment.



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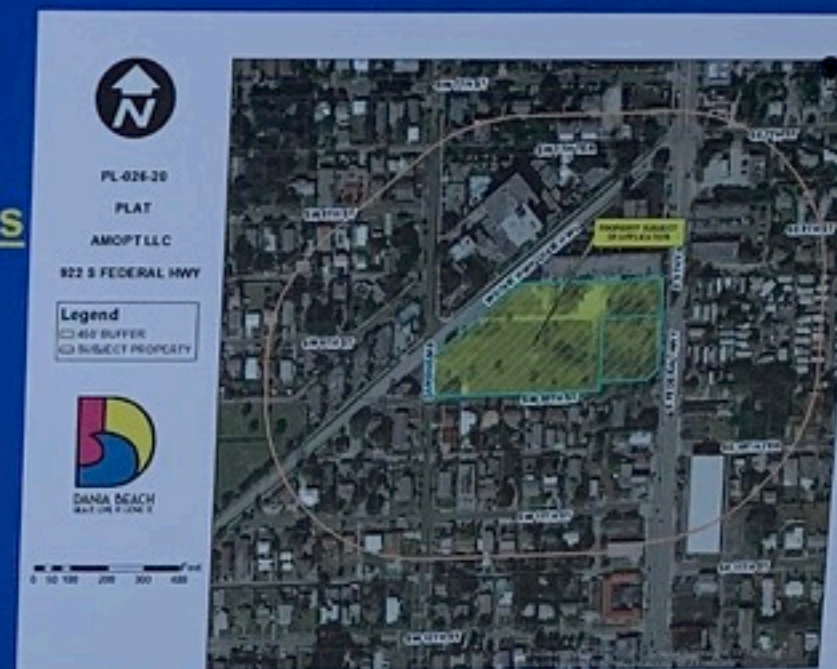
PROJECT | AMOPT Plat

LOCATION | 922 S. Federal Hwy

REQUEST | Plat

FILE # | PL-026-20

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City of Dania Beach APPLICATION TYPE AND FEE SCHEDULE

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State Statute and the Dania Beach Land Development Code. Should any applicant have more than one type of request to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board and/or City Commission. It is the obligation of all applicants to review the appropriate City Codes and design standards related to their proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants due to the incorrect interpretation of the Land Development Code will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

APPLICATION TYPE	FEE
LAND USE	
Assignment of Flex Units or Acreage	Filing fee = \$4,000.00 plus \$5.00 per flex, reserve or LAC/RAC unit or hotel room or \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Change of Land Use	Filing fee = \$7,000.00, plus \$500.00 per acre or portion of area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
ZONING	
Change of Zoning (Rezoning)	Less than 2 acres - \$2,500.00 Greater than 2 acres - \$6,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Zoning Code Text Change	Changing the list of Permitted Uses - \$6,000.00 General Text - \$2,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
PLAT \$ 2,750.00	(Perimeter) Filing fee = \$2550.00 plus \$50.00 per acre or portion of such area (4) (Subdivision) Filing fee = \$2550.00 plus \$100 per acre or portion of such area Fire Review \$560.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Delegation Request	\$1,500.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
SITE PLAN	
Residential, Hotel, Condo-Hotel, Time-Share, Motel	Filing fee = \$1,000.00 PLUS \$10.00 per unit Plus an initial retainer for cost recovery of consultant services of \$5,000.00. Additional consultant service fees may be required. Fire Review \$1,120.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
All other uses	Filing fee = \$1,000.00 PLUS the following: \$5.00 : 100 s.f. for 1 st 10,000 s.f., \$2.00 : 100 s.f. in excess of 10,000 s.f. Plus an initial retainer for cost recovery of consultant services of \$4,000.00. Additional consultant service fees may be required. Fire Review \$1,120.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Site Plan Revisions	\$2,500.00 - <i>Includes staff processing and up to 2 review cycles.</i> Fire Review \$200.00 <i>Additional variances associated with any revision to a site plan are charged according to the associated variance type.</i>
Extension of Approval(s) (Site plan, variance, special exception requests)	\$1,250.00 – Single Extension (PLUS) an additional \$ 250.00 for each associated approval

City of Dania Beach APPLICATION TYPE AND FEE SCHEDULE

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SPECIAL EXCEPTION	
SPECIAL EXCEPTION (Excluding cell towers)	Filing fee = \$3,700.00 plus \$200.00 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
SPECIAL EXCEPTION (Cellular Towers)	Filing fee = \$4,000 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Additional Resubmittal (In addition to the standard (2) review cycles)	Any additional review or public notice required by staff or professional consultants due to the negligence of the applicant will be charged to the applicant as per Article 685-10 Cost recovery for Development Review of the Dania Beach Land Development Code.
VARIANCES, APPEALS & WAIVERS	
Administrative, Single Family	\$ 300.00
Administrative, all other	\$ 500.00
Single Family/Community Facility	\$ 490.00
Duplex	\$1,050.00
Triplex	\$1,150.00
Multifamily, Hotel, Condo-Hotel (per variance)	\$2,300.00
Nonres. (per variance)	\$2,000.00
Wall Sign	\$ 700.00
Monument Sign	\$1,200.00
Pole Sign (As permitted)	\$2,400.00
Appeal (single family & comm fac)	\$ 650.00
Appeal (all other uses)	\$1,925.00
Dumpster Appeal to Com. Dev. Dir.	\$ 200.00
Dumpster Appeal to City Com.	\$ 500.00
Alcoholic Beverage Variance	\$1,250.00
Mobility	\$1,400.00
Trafficway Waiver	\$4,000.00
Vacation – Road/Easement	\$3,500.00
Alcohol Extended Hours License Application	\$2,250.00
Alcoholic Beverage Waiver	\$1,000.00
Zoning Review: State Liquor License	\$ 50.00
Outdoor Seating/Dinning	\$ 100.00
Assisted Living Facility	\$ 65.00
CRA Grant Application	\$ 250.00 <i>(up to this amount based on scope of work)</i>
UNSPECIFIED	\$ 500.00 PLUS any outside costs incurred by the city as per "Section 685-10"
Zoning Information Letter	\$ 250.00

Revised – 8-23-11 As per City Commission Approval Resolution #2011-090

When Recorded Return To:
Steven R. Parson, Esq.
Ruden, McClosky, Smith,
Schuster & Russell, P.A.
222 Lakeview Avenue, Suite 800
West Palm Beach, Florida 33401

This document has been prepared by
~~And is to be returned to:~~
Howard Goldman
Butzel Long
41000 Woodward
Bloomfield Hills, MI 48304

WARRANTY DEED
(Statutory Form-Section 689.02 F.S.)

THIS INDENTURE, made on the 2nd day of January, 2007, BETWEEN:

ADIRONDACK MOBILE HOME PARK, LLC, a Florida limited liability company, whose post office address is 370 East Maple Road, 3rd Floor, Birmingham, MI 48009, herein referred to as "Grantor",

and

AMOPT, LLC, a Florida limited liability company, 2 West Dixie Highway, Dania Beach, Florida 33004, herein referred to as "Grantee",

WITNESSETH, That Grantor, for and in consideration of the sum of TEN Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

PARCEL I.D. No.: 514203-00-0650 and
514203-72-0010

SUBJECT TO: COVENANTS, RESTRICTIONS AND PUBLIC UTILITY EASEMENTS OF RECORD AND THE MATTERS SET FORTH ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF

and Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*"Grantor" and "Grantee" are used for singular or plural, as context requires.

14

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

ADIRONDACK MOBILE HOME PARK, LLC, a Florida limited liability company

By: The James L. Bellinson Living Trust dated
October 27, 1999, Managing Member

By: [Signature]
Its: Trustee

Signed, sealed and delivered by James L. Bellinson, as Trustee of The James L. Bellinson Living Trust, Managing Member of ADIRONDACK MOBILE HOME PARK, LLC, in the presence of the following witnesses:

Signature of first witness:

Howard Goldman

Printed name of first witness:

Howard Goldman

Signature of second witness:

Tom Kabel

Printed name of second witness:

Tom Kabel

STATE OF Michigan
COUNTY OF Oakland

Subscribed and acknowledged before me on January 2, 2007, by James L. Bellinson, as Trustee of The James L. Bellinson Living Trust, Managing Member of ADIRONDACK MOBILE HOME PARK, LLC, on behalf of said company, and who is personally known to me.

[Signature]
(Signature of Notary Public)

TERRI A. BRADFORD
Notary Public, Oakland County, MI
My Commission Expires 04-18-2008

(Print, type, or stamp commissioned name of Notary Public)

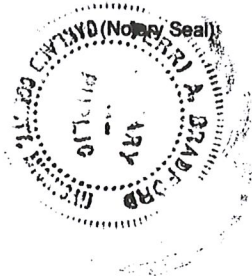


Exhibit A

Parcel 1:

The South 300 feet of that part of the NE 1/4 of the NE 1/4 of the SW 1/4 of Section 3, Township 51 South, Range 42 East, lying Southeasterly of Old Dixie Highway EXCEPTING THEREFROM the West 10 feet for road purposes and the East 40 feet for highway right-of-way, and FURTHER EXCEPTING THEREFROM the South 200 feet of the West 170 feet of the East 203 feet, all of the above being more particularly described as follows:

From the center of Section 3, Township 51 South, Range 42 East, run South and along the East boundary of the SW 1/4 of said Section 3, Township 51 South, Range 42 East, a distance of 673.76 feet to the Southeast corner of the NE 1/4 of the NE 1/4 of the SW 1/4 of said Section 3; thence run Westerly along the South boundary of the NE 1/4 of the NE 1/4 of the SW 1/4 of said Section 3, a distance of 203 feet to the point of beginning; thence continue Westerly, a distance of 449.33 feet to a point that is 20 feet East of the Southwest corner of the NE 1/4 of the NE 1/4 of the SW 1/4 of said Section 3; thence run Northerly and parallel to the West boundary of the NE 1/4 of the NE 1/4 of the SW 1/4 of said Section 3, a distance of 116.35 feet to the Southeasterly right-of-way line of Old Dixie Highway; thence run Northeasterly and along the Southeasterly right-of-way line of Old Dixie Highway, a distance of 289.72 feet to a point that is 300 feet North of the South boundary of the NE 1/4 of the NE 1/4 of the SW 1/4 of said Section 3 that is measured parallel to the East boundary of the NE 1/4 of the NE 1/4 of the SW 1/4 of said Section 3; thence run Easterly and parallel to the South boundary of the NE 1/4 of the NE 1/4 of the SW 1/4 of said Section 3, a distance of 391.56 feet to a point that is 40 feet West of the East boundary of the SW 1/4 of said Section 3; thence run South and parallel to the East boundary of the SW 1/4 of said Section 3, a distance of 100 feet; thence Westerly and parallel to the South boundary of the NE 1/4 of the NE 1/4 of the SW 1/4 of said Section 3, a distance of 163 feet; thence run Southerly, a distance of 200 feet to the point of beginning. Said lands situate, lying and being in Dania, Broward County, Florida.

Parcel 2:

Tract "A" of TACO BELL AT DANIA, according to the map or plat thereof as recorded in Flat Book 166, Page 32, Public Records of Broward County, Florida.

Exhibit B
Permitted Encumbrances

1. Taxes and assessments for the year 2007 and subsequent years, which are not yet due and payable.
2. Any rights, interest or claims affecting the land which a correct survey would disclose and which are not shown by the public records.
3. Right-of-way Easement in favor of Southern Bell Telephone and Telegraph Company, as recorded in Official Records Book 4246, page 62.
4. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of TACO BELL AT DANIA, as recorded in Plat Book 166, Page(s) 32; Together with the Agent of record for Notice of Expiration of Findings of Adequacy, recorded in O.R. Book 29258, Page 1786.
5. Agreement with Broward County Phasing the Installation of Required Road Improvements as set forth in instrument recorded in O.R. Book 29258, Page 1774.
6. Transit Impact Agreement as set forth in instrument recorded in O.R. Book 28026, Page 418.
7. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
8. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s) as shown in the rent roll delivered by Grantor to Grantee.

BROWARD COUNTY

2019 Paid Real Estate
Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

Folio: 666260

Property ID Number	Escrow Code	Assessed Value	Exemptions	Taxable Value	Millage Code
514203-00-0650		See Below	See Below	See Below	0413

AMOPT LLC
2 W DIXIE HWY
DANIA BEACH, FL 33004

PAYMENTS MUST BE MADE IN US FUNDS AND
DRAWN ON US BANK ACCOUNT.

922 S FEDERAL HWY
3-51-42
S 300 OF NE1/4 OF NE1/4 OF SW1/4
LYING E OF CO RD LESS E 203 OF
S 200 & LESS ST RD

AD VALOREM TAXES					
Taxing Authority	Millage	Assessed Val	Exemptions	Taxable Val	Taxes Levied
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.48780	2,020,170	0	2,020,170	11,086.29
VOTED DEBT	0.18120	2,020,170	0	2,020,170	366.05
BROWARD CO SCHOOL BOARD					
GENERAL FUND	5.13500	2,020,170	0	2,020,170	10,373.57
CAPITAL OUTLAY	1.50000	2,020,170	0	2,020,170	3,030.26
VOTER APPROVED DEBT LEVY	0.10430	2,020,170	0	2,020,170	210.70
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03970	2,020,170	0	2,020,170	80.20
OKEECHOBEE BASIN	0.12460	2,020,170	0	2,020,170	251.71
SFWMD DISTRICT	0.11520	2,020,170	0	2,020,170	232.72
SOUTH BROWARD HOSPITAL	0.12600	2,020,170	0	2,020,170	254.54
CHILDREN'S SVCS COUNCIL OF BC	0.48820	2,020,170	0	2,020,170	986.25
CITY OF DANIA BEACH					
DANIA BEACH OPER	5.99980	2,020,170	0	2,020,170	12,120.62
DEBT SERVICE	0.16900	2,020,170	0	2,020,170	341.41
FL INLAND NAVIGATION	0.03200	2,020,170	0	2,020,170	64.65
Total Millage:		19.50280	Ad Valorem Taxes:		\$39,398.97
NON - AD VALOREM ASSESSMENTS					
Levying Authority	Rate			Amount	
04 DANIA FIRE				618.98	
DS DANIA STORM WATER	@ 40.0000			6,864.00	
Non - Ad Valorem Assessments:				\$7,482.98	
Combined Taxes and Assessments:				\$46,881.95	
If Postmarked By	Dec 31, 2019				
Please Pay	\$0.00				

Paid 12/12/2019 Receipt # 03C-19-00002439 Effective Date 12/02/2019

\$45,006.67

BROWARD COUNTY

2019 Paid Real Estate
Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

Folio: 666260

Paid 12/12/2019 Receipt # 03C-19-00002439 \$45,006.67

12/02/2019 Effective Date Paid By AMERICAN MARITIME OFFICERS F

Make checks payable to:

BROWARD COUNTY TAX COLLECTOR
GOVERNMENTAL CENTER ANNEX
115 S. ANDREWS AVENUE, ROOM # A100
FORT LAUDERDALE, FL 33301-1895

Property ID Number
514203-00-0650

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT

AMOPT LLC
2 W DIXIE HWY
DANIA BEACH, FL 33004

PAY YOUR TAXES ONLINE AT:
broward.county-taxes.com

If Postmarked By	Please Pay
Dec 31, 2019	\$0.00

Return with Payment

Please Pay Only One Amount

BROWARD COUNTY

2019 Paid Real Estate

Folio: 668695

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

Property ID Number	Escrow Code	Assessed Value	Exemptions	Taxable Value	Millage Code
514203-72-0010		See Below	See Below	See Below	0413

AMOPT LLC
2 W DIXIE HWY
DANIA BEACH, FL 33004

PAYMENTS MUST BE MADE IN US FUNDS AND
DRAWN ON US BANK ACCOUNT.

S FEDERAL HWY
TACO BELL AT DANIA
166-32 B
TRACT A

AD VALOREM TAXES					
Taxing Authority	Millage	Assessed Val	Exemptions	Taxable Val	Taxes Levied
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.48780	746,350	0	746,350	4,095.82
VOTED DEBT	0.18120	746,350	0	746,350	135.24
BROWARD CO SCHOOL BOARD					
GENERAL FUND	5.13500	983,050	0	983,050	5,047.97
CAPITAL OUTLAY	1.50000	983,050	0	983,050	1,474.57
VOTER APPROVED DEBT LEVY	0.10430	983,050	0	983,050	102.53
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03970	746,350	0	746,350	29.63
OKEECHOBEE BASIN	0.12460	746,350	0	746,350	93.00
SFWMD DISTRICT	0.11520	746,350	0	746,350	85.98
SOUTH BROWARD HOSPITAL	0.12600	746,350	0	746,350	94.04
CHILDREN'S SVCS COUNCIL OF BC	0.48820	746,350	0	746,350	364.37
CITY OF DANIA BEACH					
DANIA BEACH OPER	5.99980	746,350	0	746,350	4,477.95
DEBT SERVICE	0.16900	746,350	0	746,350	126.13
FL INLAND NAVIGATION	0.03200	746,350	0	746,350	23.88
Total Millage:		19.50280	Ad Valorem Taxes:		\$16,151.11
NON - AD VALOREM ASSESSMENTS					
Levying Authority	Rate			Amount	
04 DANIA FIRE				137.32	
DS DANIA STORM WATER	@ 40.0000			36.00	
Non - Ad Valorem Assessments:				\$173.32	
Combined Taxes and Assessments:				\$16,324.43	
If Postmarked By	Dec 31, 2019				
Please Pay	\$0.00				

Paid 12/12/2019 Receipt # 03C-19-00002439 \$15,671.45
12/02/2019 Effective Date Paid By AMERICAN MARITIME OFFICERS F

BROWARD COUNTY

2019 Paid Real Estate

Folio: 668695

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

Paid 12/12/2019 Receipt # 03C-19-00002439 \$15,671.45

12/02/2019 Effective Date Paid By AMERICAN MARITIME OFFICERS F

Make checks payable to:

BROWARD COUNTY TAX COLLECTOR
GOVERNMENTAL CENTER ANNEX
115 S. ANDREWS AVENUE, ROOM # A100
FORT LAUDERDALE, FL 33301-1895

Property ID Number
514203-72-0010

PAY YOUR TAXES ONLINE AT:
broward.county-taxes.com

If Postmarked By	Please Pay
Dec 31, 2019	\$0.00

Return with Payment

Please Pay Only One Amount

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT

AMOPT LLC
2 W DIXIE HWY
DANIA BEACH, FL 33004



CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT
Payment Receipt

No:

Date: 3/5/20

RECEIVED FROM:

Name: PULICE LAND SURVEYORS INC

Address: 5381 NOB HILL ROAD

Address 2: _____

City/St/ZIP: SUNRISE FL 33351

Service or Item	Quantity	Amount
PSP - Public Hearing Items Application fee	1	\$2750.00
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL DUE:		\$2750.00

Prepared by: Ibel Larios

Additional Information

PUBLIC HEARING APP

PROJECT: AMERICAN MARITIME PLAT
ADDRESS: 922 S FEDERAL HWY

CHECK #: 65333

PAYMENT DATE

03/05/2020

COLLECTION STATION

City Hall Window 1

RECEIVED FROM

PULICE LAND

SURVEYORS INC

DESCRIPTION

5381 NOB HILL ROAD SUNRISE, FL 33351

City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

BATCH NO.

2020-06000439

RECEIPT NO.

2020-00021895

CASHIER

fincashier1

PAYMENT CODE		RECEIPT DESCRIPTION		TRANSACTION AMOUNT
PSP		Appl Review - Standard		\$2,750.00
Payments:	Type	Detail	Amount	
	Check	65333	\$2,750.00	
Total Amount:				\$2,750.00

Customer Copy

03/05/2020

COLLECTION STATION

City Hall Window 1

RECEIVED FROM

AMOPT, LLC

DESCRIPTION

2 W DIXIE HIGHWAY DANIA BEACH

City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

BATCH NO.

2020-06000439

RECEIPT NO.

2020-00021918

CASHIER

fincashier1

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT						
FPR	Fire Plan Review Fee AMERICAN MARITIME PLAT 922 S FEDERAL HWY	\$560.00						
Payments:	<table><tr><th>Type</th><th>Detail</th><th>Amount</th></tr><tr><td>Charge</td><td>Credit Card Type: V Credit Card Number: xxxx4854 Authorization Code: 064854</td><td>\$560.00</td></tr></table>	Type	Detail	Amount	Charge	Credit Card Type: V Credit Card Number: xxxx4854 Authorization Code: 064854	\$560.00	
	Type	Detail	Amount					
Charge	Credit Card Type: V Credit Card Number: xxxx4854 Authorization Code: 064854	\$560.00						
Total Amount:		\$560.00						
Customer Copy								



CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT
Payment Receipt

No:

Date: 3/5/20

RECEIVED FROM:

Name: AMOPT, LLC

Address: 2 W DIXIE HIGHWAY

Address 2:

City/St/ZIP: DANIA BEACH FL 33004

Service or Item	Quantity	Amount
FPR - Fire Plan Review Fee	1	\$560.00

TOTAL DUE: \$560.00

Prepared by: Ibel Larios

Additional Information

PUBLIC HEARING APP FIRE FEE
PROJECT: AMERICAN MARITIME PLAT
ADDRESS: 922 S FEDERAL HWY AND ONE
ADJACENT VACANT LOT



PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FL 33351

Phone: (954) 572-1777 Fax: (954) 572-1778
surveys@pulicelandsurveyors.com



RECEIVED

MAR 05 2020

BY: _____

March 5, 2020

Ms. Corinne Lajoie, AICP
Principal City Planner
Community Development Department
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

RE: "AMOPT LLC" PLAT – 922 S. FEDERAL HWY. AND ADJACENT VACANT LOT

Dear Ms. Lajoie,

Enclosed please find an application package for the above-referenced Plat, required for the development of a site comprised by two (2) parcels identified with Folio numbers 514203000650 and 514203720010. Our Client is proposing to construct a training facility as an extension of the existing American Maritime Officers' building located adjacent to the north. The subject property is zoned SFED-MU (S. Federal Hwy. Corridor Mixed-Use) and it has a designated RAC (Regional Activity Center) Land Use.

Within this package you will find:

1. Completed application, signed & notarized.
2. Check in the amount of \$2,750.00, with fee calculation attached to the application.
3. Copy of Warranty Deed.
4. Proof of Property Taxes paid for the year 2019.
5. Seven (7) 24"x36" copies of the Plat.
6. Seven (7) 24"x36" signed and sealed Surveys, attached to the Plat.
7. One (1) additional copy of Plat & Survey in size 11"x17" for your file.
8. Seven (7) Conceptual Site Plans showing proposed access from existing driveway.
9. Five (5) CDs containing all of the above information.

Please review and kindly place us in the March 26th DRC meeting. We are submitting the application to Broward County concurrently and will provide you with our Case number as soon as it is assigned to us.

As always, I look forward to work with you and appreciate your time and assistance.

Thank you,
PULICE LAND SURVEYORS, INC.

Elizabeth Tsouroukdissian
Platting Assistant
(encl.)



PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD

SUNRISE, FL 33351

Phone: (954) 572-1777 Fax: (954) 572-1778

surveys@pulicelandsurveyors.com



April 22, 2020

Ms. Muriel Bryan
CITY OF DANIA BEACH
Community Development Department
100 W. Dania Beach Boulevard
Dania Beach, FL 33004



RE: "AMOPT LLC" PLAT – Application No. PL-026-20

Please accept the resubmittal of seven (7) 24"x36" copies of the above-mentioned Plat, along with five CDs of same, in response to all comments issued by the Development Review Committee (DRC) on March 19th. We have reproduced each item with our response **in bold** for your convenience and are hoping to be included in the next available City Commission meeting.

Flood:

1. No need to review plat submittals.

RESPONSE: Thank you.

Landscape:

1. Landscape review not applicable.

RESPONSE: Thank you.

Fire:

1. Complies with code as submitted.

RESPONSE: Thank you.

Planning & Zoning:

1. Incomplete information was provided. Further review and comment will be conducted by staff after additional information is provided by the applicant. See comments below. Per Section 635-50 provide the missing submittal requirements.

(ITEMS "A" THROUGH "S" NOT REPRODUCED)

RESPONSE: Section 635-50 pertains to Site Plan requirements and we understand this comment to be for informational purposes only. Site Plan for this development has been or will be submitted by separate application.

2. RIGHT-OF-WAY: Identify if R-O-W dedication is required. Confirm street labeling is correct. SW 2nd Avenue.

RESPONSE: This plat dedicates 25 ft. right-of-way on the south plat limit to complete a total of 50 ft. width for SW 10th Street, and even though the Broward County Property

Appraiser shows a different boundary on its website map at the west side of the property, this plat will also provide additional 5 ft. of right-of-way to complete 50 ft. of width for SW 2nd Avenue. Street labels are correct on the Plat; we have notified our Client about the typo on the conceptual plan that was provided to us.

3. USE: Warehouse Use to meet Section 115-50(2)(4) conditions of use.

RESPONSE: We followed Broward County's recommendations in regards to language for the restrictive Plat Note, as the proposed building does not fall into a "Warehouse" or a "School" category of use. Please refer to Exhibit "A" for e-mail confirmation that "Training Facility" is allowed by the County. We have also revised the Plat Note to leave Parcel B as "undeveloped" with the understanding that a Delegation Request will be required to allow an amendment for its future use, providing it is compatible with Zoning regulations.

4. COST RECOVERY: per Article 685, cost recovery funds may be utilized for various costs of the City's administrative and outside fee consultants for the processing and review applications. Per City Attorney's request, please provide \$5,000 cost recovery fee with next submittal. The cost recovery money can be returned if not utilized, or additional fees may be requested if additional fees are incurred.

RESPONSE: With this response we are providing Check #66096 (copy is attached as Exhibit "B") in the amount of \$5,000.00 to cover the cost-recovery fee, and understand it may be returned to the applicant if not applied in full.

5. Must provide latest revised set of plans on disk prior to going to public hearing.

RESPONSE: We will provide the Community Development Department with an electronic copy of the Plat once we are ready for City Commission consideration.

6. The applicant is encouraged to contact neighbors adjacent to, as well as condominiums and neighborhood associations to advice of this property. Please provide acknowledgement and/or documentation of any public outreach.

RESPONSE: In observance of present health safety guidelines, we are considering to send the adjacent neighbors a notice of the proposed project, including a copy of the conceptual Site Plan. This notice would provide the applicant's contact address and phone number. If there are any objections to the proposal, the applicant agrees to host a community meeting when the time is right and before any public hearing. If no one objects, we will ask to be moved forward.

7. Please e-mail resolution and legal description, prepared by an attorney, for development approval in word format to mbryan@daniabeachfl.gov four (4) weeks prior to public hearing.

RESPONSE: Understood. The applicant's Attorney has been advised to prepare the Resolution.

8. Applicant must provide the results of a Municipal Lien Search Request from the Finance Department stating that there are no outstanding Code Violations or Liens on the property prior to the item being scheduled for a public hearing. The statement must be no older than 90 days prior to the public hearing date. Per Section 680-40, any property with outstanding Code Violations or Liens shall not be scheduled for public hearing. The form is available on the City's website, cost \$100 and takes 5 days to process.

RESPONSE: We have requested a Lien Search for each of the two folio numbers that comprise the proposed Plat. We understand that any outstanding issues (if found) must be resolved prior to be scheduled on the City Commission Agenda.

9. Per O-2017-022, for properties over an acre in size, the applicant must obtain and post property signs in accordance with the NEW City requirements.

RESPONSE: Acknowledged. Public Notice signs will be posted on all applicable right-of-way lines.

10. Must provide mailing list and labels for property owners within 450' of the development site to Community Development, consistent with regulations identified in the City's Code of Ordinances, Chapter 28, Section 610-30. The labels are needed 30 days prior to public hearing; information must be no older than 60 days. The City will prepare and mail the notices.

RESPONSE: We will provide mailing list and labels as required.

Engineering / Public Services:

1. Please, provide copy Unity of Titles, plat, re-plat, easement(s) and/or dedication(s) recorded prior of issuance of Building Permit (As Applicable). Please, it shall be recorded in the Broward County Public Records. Verify proposed Plat for Parcel A and B.

RESPONSE: Acknowledged. After obtaining all approvals, the AMOPT LC Plat will be recorded in the Broward County Public Records and we will provide a copy of such prior to the issuance of any building permits for this site.

2. Shall submit proof of Plat submittal to the BC Development Management Division.

RESPONSE: Attached as Exhibit "C" please find a copy of the Broward County receipt of Case No. 007-MP-20. We will forward the Development Review Report as soon as it becomes available.

3. Sec. 640-30(3) North arrow, scale and date. Missing Date.

RESPONSE: We customarily show month and year of the Plat's first submittal; in this case it is March 2020.

4. Sec. 640-40(5) All existing streets and alleys on or adjacent to the Tract, including name and right-of-way width. Clarify future access of the project through and existing Alley to be widen to 24' not shown on survey.

RESPONSE: The site will be accessed through an existing driveway at the north property line. Please refer to the Survey to verify that this is not a recorded alley and that pavement stops short of the sidewalk located adjacent to (and outside) the property line.

5. Sec. 640-40(7) All existing and right-of-way within the plat limits with the purpose and the instrument of record labeled.

RESPONSE: All right-of-way that is being dedicated by this Plat are shown as such, and the right-of-way that is already dedicated is depicted with Book/Page data.

6. Please, verify if direct vehicle access to West Dixie Highway and South Federal Highway will be proposed then provide a valid pre application approval letter from the FDOT issued

Ms. Muriel Bryan
April 22, 2020
Page 4 of 4

pursuant to the "state highway system access management classification system and standards", as amended.

RESPONSE: Attached as Exhibit "D" we are providing a pre-application letter from the Florida Department of Transportation (FDOT).

7. Sec. 640-40(8) Location and width of all proposed ultimate rights-of-way, alleys, easements, proposed lot lines with dimensions, public areas, and parcels of land proposed or reserved for public use.

RESPONSE: Informational. Plat shows proposed rights-of-way, dimensions of lot lines and new parcels with areas. There are no proposed public areas except the additional rights-of-way for SW 10th Street and SW 2nd Avenue.

8. Tentative Architectural Site Plan does not match with Survey nor proposed plat.

RESPONSE: The Site Plan corresponds only to Parcel A, which the applicant intends to develop; there are no plans to develop Parcel B in the near future. To clarify the intent of this development, we have separated Parcel A from Parcel B in the restrictive Plat Note, leaving Parcel B "undeveloped" and acknowledging that a Delegation Request will be required in the future once a Site Plan is proposed for this portion of the Plat.

9. Pending to be provided names of signees.

RESPONSE: We will provide a copy of the signed first page of the plat once we're scheduled for City Commission.

This concludes our responses to all City Staff comments, anticipating we can move forward to the next available City Commission meeting. Please do not hesitate to contact us if you have any questions or need additional information.

Thank you,
PULICE LAND SURVEYORS, INC.



Elizabeth Tsouroukdissian
Platting Assistant

encl.

EXHIBIT "A"

Confirmation of "Training Facility" use

Elizabeth Tsouroukdissian

From: Clarke, Howard [mailto:HOCLARKE@broward.org]
Sent: Friday, April 03, 2020 4:01 PM
To: Elizabeth Tsouroukdissian <elizabeth@pulicelandsurveyors.com>
Cc: Da Luz, Karina <KDALUZ@broward.org>; Cummings, Albert <acummings@broward.org>
Subject: Plat Status - AMOPT LLC (007-MP-20)

Good Afternoon Elizabeth,

I am in receipt of your plat application for the AMOPT LLC plat and will issue the plat report on May 13, 2020. As previously discussed the plat will be restricted to 16,000 square feet of **Training Facility**.

If you need additional information, please feel free to contact me.



HOWARD W. CLARKE, SENIOR PLANNER

Environmental Protection and Growth Management Department
PLANNING AND DEVELOPMENT MANAGEMENT DIVISION
One North University Dr., Suite 102A | Plantation, Florida 33324
Phone: 954.357.5760 Fax: 954.357.6521

Broward.org/Planning | [ePermits](#)

Click [here](#) to conduct your Government Center West (Plantation) business electronically.



Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

EXHIBIT "B"

Copy of \$5,000 check for cost-recovery fee

American Maritime Officers Plans

Vendor
CITY OF DANIA BEACH**Vendor ID**
CDA1**Payment Number**
PMT38278**Date**
04/15/2020**Check Number**
66096**Voucher Number**
V49078**Invoice Number**
COST RECRY FEE**Invoice Date**
04/07/2020**Net Paid Amt**
\$5,000.00**Discount Taken**
\$0.00**Net Check Amt**
\$5,000.00**TOTALS:**

\$5,000.00

\$0.00

\$5,000.00

American Maritime Officers Plans

Vendor
CITY OF DANIA BEACH**Vendor ID**
CDA1**Payment Number**
PMT38278**Date**
04/15/2020**Check Number**
66096**Voucher Number**
V49078**Invoice Number**
COST RECRY FEE**Invoice Date**
04/07/2020**Net Paid Amt**
\$5,000.00**Discount Taken**
\$0.00**Net Check Amt**
\$5,000.00**TOTALS:**

\$5,000.00

\$0.00

\$5,000.00

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

American Maritime Officers Plans
Master Operating Trust Fund-Operating
2 West Dixie Highway
Dania Beach, FL 33004-4312



Wells Fargo Bank, N.A.
1600 Sheridan Street
Hollywood, FL 33020

11-24/1210

Apr 15, 2020

DATE

66096

CHECK NO.

Pay Five Thousand Dollars and 00 Cents

\$5,000.00

to the Order of:

CITY OF DANIA BEACH
100 W DANIA BEACH BLVD
DANIA BEACH, FL 33004

of S. Macarini
Allen Nickerson

⑈66096⑈ ⑆121000248⑆ 4125505701⑈

EXHIBIT "C"

Broward County receipt of Plat application

Broward County
Board of County Commissioners
Building Code Services Div

*** CUSTOMER SUMMARY RECEIPT ***

Date: 3/19/2020 12:07 PM
Cashier: ccockerill
Batch: 7387 Tran #: 38

DER - Application

Rcpt #: 00464645
AMERICAN MARITIME OFFICES
Proj #:

Description	Amount
2050 Municipal Plats	\$4,330.00
Lot Block	
2040 TRIPS	\$200.00
Lot Block	

Payment Total: \$4,530.00

DER

Rcpt #: 00464646
AMERICAN MARITIME OFFICES
Proj #:

Description	Amount
2420 REVIEW FEES	\$242.50
Lot Block	
2420 ADMIN FEES	\$7.50
Lot Block	

Payment Total: \$250.00

Transaction Total: \$4,780.00
CK 65332 \$4,780.00

Thank you for your payment.
Have a nice day!

EXHIBIT "D"

Copy of the FDOT pre-application letter



Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

KEVIN J. THIBAUT
SECRETARY

March 19, 2020

THIS PRE-APPLICATION LETTER IS VALID UNTIL – March 19, 2021
THIS LETTER IS NOT A PERMIT APPROVAL

Jane Storms
Pulice Land Surveyors, Inc.
5381 Nob Hill Road
Sunrise, FL 33351

Dear Jane Storms:

RE: **March 19, 2020** - Pre-application Meeting for a **Category N/A**
Broward County - Dania Beach, Urban; SR 5; Sec. # 86010; MP: 45
Access Class - 6; Posted Speed - 35; SIS - Influence Area; Ref. Project: FM: 429575.2 - Urban Corridor Improvements -
Helen James

Request: No direct access from SR 5. Access the site through SW 10th Street and SR 5.

SITE SPECIFIC INFORMATION

Project Name & Address: **AMOPT LLC – 922 S. Federal Highway, Dania Beach, FL 33004**
Applicant/Property Owner: **AMOPT, LLC.** Parcel Size: **3.600 Acres**
Development Size: **16,000 SF Training Facility on Parcel A (No Development on Parcel B, abutting SR 5)**

WE APPROVE YOUR REQUEST

This decision is based on your presentation of the facts, site plan and survey - please see the **conditions** and **comments** below. You may choose to review this concept further with the District Access Management Review Committee (AMRC).

Conditions:

- **This letter is not valid for any development on Parcel B (abutting SR 5) of the Plat.**

Comments:

- All driveways not approved in this letter must be fully removed and the area restored.
- Drainage mitigation is required for any impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage). A Storm Water Pollution Prevention Plan must be submitted with the application for more than one acre of "disturbed area" as defined by the Florida Department of Environmental Protection (FDEP).
- The applicant shall donate the right-of-way to the Department if right-of-way dedication is required to implement the improvements,
- Dimensions between driveways are measured from the near edge of pavement to near edge of pavement and for median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this Pre-Application letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway System and to note required improvements, if any. This letter shall be submitted with any further reviews and for permitting. The Department's personnel shall review permit plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Note, this letter does not guarantee permit approval.** The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department. For right-of-way dedication requirements go to: <https://osp.fdot.gov>; click on Statewide Permit News; Scroll down to District 4; Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.

Please contact the Access Management Manager - Tel. # 954-777-4363 or e-mail: D4AccessManagement@dot.state.fl.us with any questions regarding the Pre-Approval Letter and Permits Office - Tel. # 954-777-4383 with any questions regarding permits.

Sincerely,

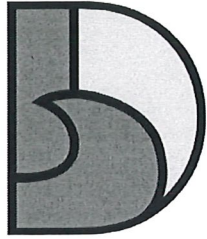
Date: 2020.03.19
09:26:57 -04'00'

Dalila Fernandez, P.E.
District Access Management Manager

cc: Jonathan Overton, P.E., Roger Lemieux

File: \\DOTSD4HQFS\Share\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\Pre-application Letter Template.docx

www.dot.state.fl.us



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

AFFIDAVIT
CITY OF DANIA BEACH, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
MAILING LIST AND LABELS

RECEIVED

JUN 23 2020

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), AMOPT LLC,

(Print Name of Property Owner)

for the property located at 922 S. Federal Highway (the "Property"), and this
(Address)

sworn statement pertains to the application for Plat

(Briefly describe application, such as "site plan approval" or a "variance" or a "special exemption")
relating to Petition number(s) PL-026-20.

2. Pursuant to **Sec. 610-20(D)** of the Land Development Code ("LDC") of the Code of Ordinances of the City of Dania Beach, Florida, I understand that there is a mailing date deadline for notices and that as the applicant for the petition, I must provide the City with:
- One (1) set of Mailing Labels, and
 - 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)

Christina Mathews
Signature

Christina Mathews

PRINT Name

mng

Title

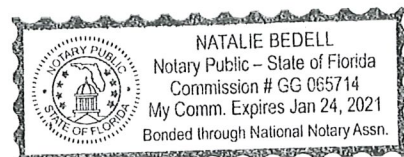
On June 22, 2020, personally appeared Christina Mathews,
and (if applicable, if there is a co-owner) _____, as the Owner(s)
of the property described above. Such person(s) is/are personally known to me or produced
_____ his/her/their
identification.

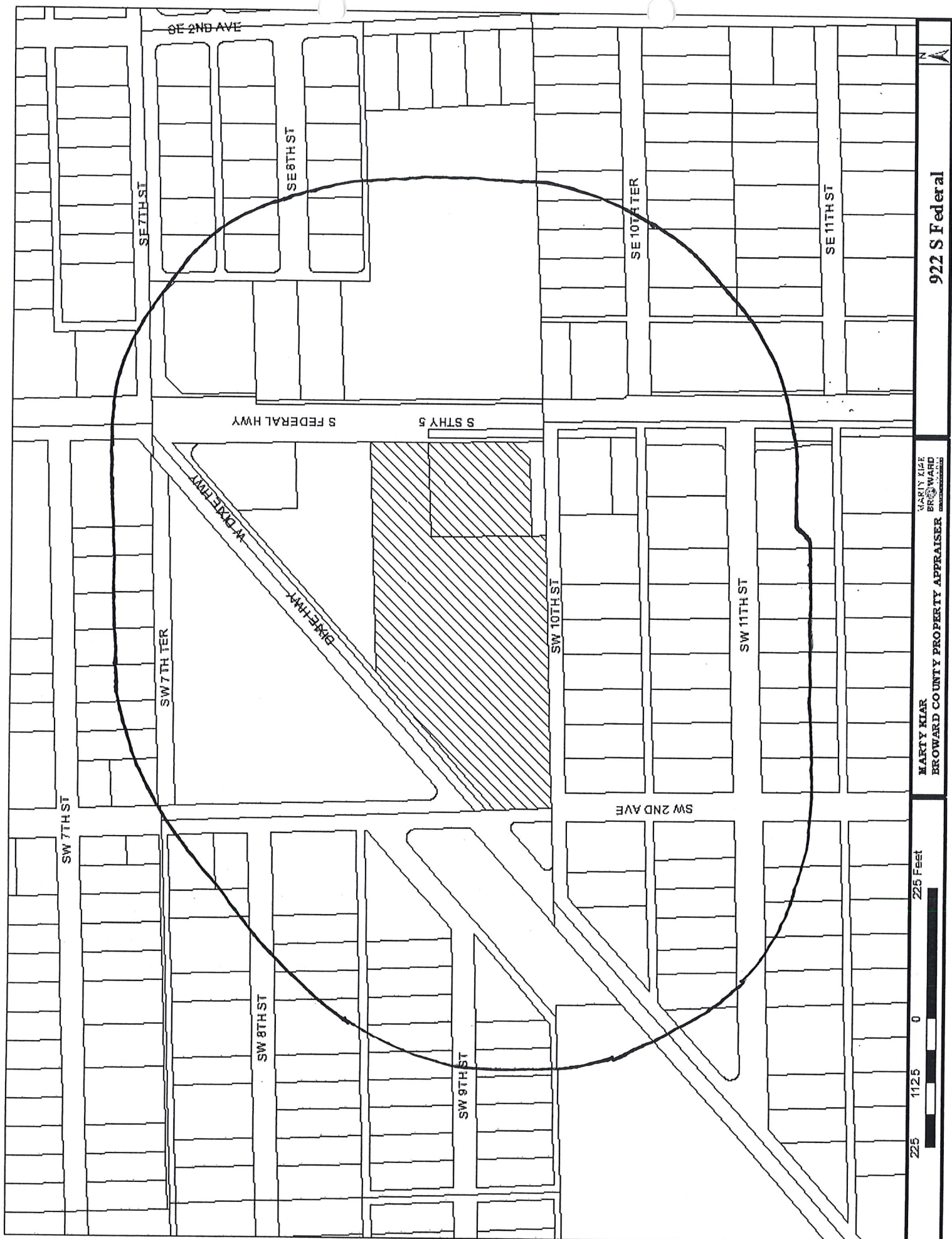
Natalie Bevell

NOTARY PUBLIC

State of Florida

My Commission Expires: 1-24-21





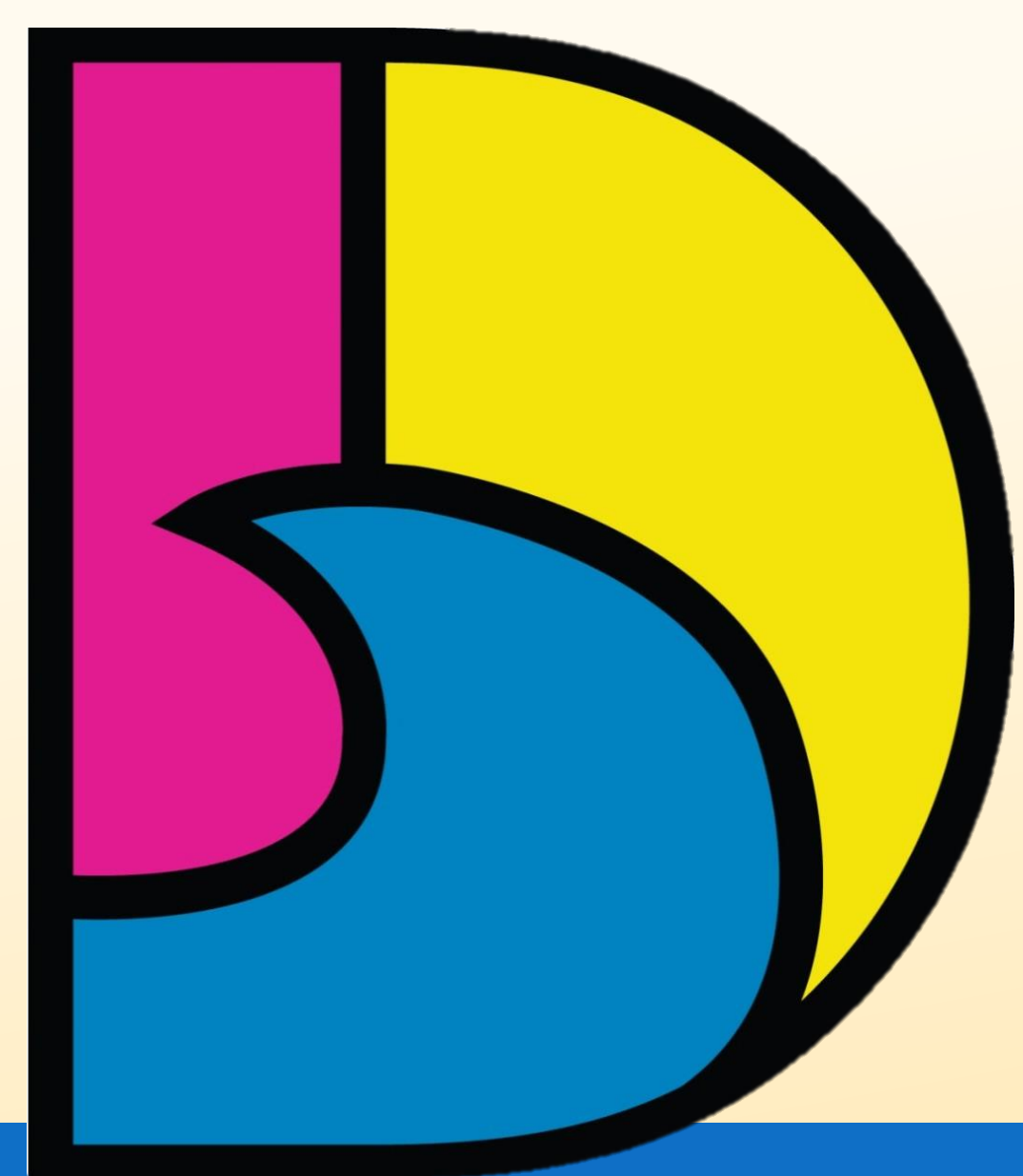
922 S Federal

MARTY KLAR
BROWARD COUNTY PROPERTY APPRAISER
MARTY KLE
BROWARD COUNTY PROPERTY APPRAISER

225 1125 0 225 Feet

FOIO_NUMB	NAME	ADDRESS_LI	CITY	STATE	ZIP	ZIP4	LEGAL
514203000630	AMERICAN MARITIME OFFICERSBUILDING OF DANIA BEACH LLC	2 W DIXIE HWY	DANIA BEACH	FL	33004		3-51-42NE1/4 OF NE1/4 OF SW1/4 LYING EOF CO RD LESS S 300 & LESSST RD & LESS PT DESC INOR 3091/230 & LESS PT DESC INOR 3142/253
514203000631	BH-NV FEDERAL HIGHWAY LLC	PO BOX 1975	HALLANDALE BEACH	FL	33008		3-51-42NE1/4 OF NE1/4 OF SW1/4AS DESC IN OR 3091/230,LESS ELY 7 FOR RD R/W
514203000650	AMOPT LLC	2 W DIXIE HWY	DANIA BEACH	FL	33004		3-51-42S 300 OF NE1/4 OF NE1/4 OF SW1/4LYING E OF CO RD LESS E 203 OFS 200 & LESS ST RD
514203000710	GOLDEN KEY PLAZA INC	16500 COLLINS AVE #1451	SUNNY ISLES BEACH	FL	33160		3-51-42N1/2 OF THE FOL DESC PARCELBEG AT PT ON W/L OF N1/2 OFNW1/4 OF SE1/4 344 N OF SW COROF N1/2,E 246,N 150,W 246,S 150TO POB,LESS W 40 FOR HWY
514203000712	GOLDEN KEY PLAZA INC	16500 COLLINS AVE #1451	SUNNY ISLES BEACH	FL	33160		3-51-42S1/2 OF THE FOL DESC PARCEL-BEG AT A PT ON W/L OF N1/2 OFNW1/4 OF SE1/4 344 N OF SW COROF N1/2,E 246,N 150,W 246,S 150TO POB,LESS W 40 FOR HWY
514203000730	EZRA GROUP LLC	6750 NE 4 CT	MIAMI	FL	33138		3-51-42E 469 OF W 509 OF S 294 OF N1/2OF NW1/4 OF SE1/4; TOG WITH N 500F S 344 OF W 246 OF NW1/4 OF NW1/4 OF SE1/4 EXCEPTING PT LYINGWITHIN R/W FOR US 1; TOG WITHCOMM NW COR OF SE1/4, E 677.56,S 380.24 TO POB, S 294, WLY 177,NLY 294, ELY 159 TO POB LESSP/P/A 169-34 B MAGNOLIA PARK 2-24 BLOTS 1 LESS PT FOR
514203030011	AMERICAN MARITIME OFFICERSBUILDING OF DANIA BEACH LLC	2 W DIXIE HWY	DANIA BEACH	FL	33004		R/W,2,3,4,5,6,7,8,9 TO 11,12,13-19
514203060320	AMERICAN MARITIME OFFICERSBUILDING OF DANIA BEACH LLC	2 W DIXIE HWY	DANIA BEACH	FL	33004	4312	03-51-42THAT POR OF SW 7 TERR LYING BETE R/W OF SW 2 AVE & NELY EXT OFNWLY R/W OF OLD DIXIE HWY ASSHOWN ON DANIA HEIGHTS EXT 5-19B& MAGNOLIA PARK 2-24 B
514203060350	AMERICAN MARITIME OFFICERSBUILDING OF DANIA BEACH LLC	2 W DIXIE HWY	DANIA BEACH	FL	33004	4312	DANIA HEIGHTS EXT 5-19 BLOT 1,2,3 LESS ST RD BLK 3
514203060360	AMERICAN MARITIME OFFICERSBUILDING OF DANIA BEACH LLC	2 W DIXIE HWY	DANIA BEACH	FL	33004	4312	DANIA HEIGHTS EXT 5-19 BLOT 5,6 E 12.50 BLK 3
514203060370	AMERICAN MARITIME OFFICERSBUILDING OF DANIA BEACH LLC	2 W DIXIE HWY	DANIA BEACH	FL	33004	4312	DANIA HEIGHTS EXT 5-19 BLOT 6 LESS E 12.50,7 E1/2 BLK 3
4203060380	AMERICAN MARITIME OFFICERSBUILDING OF DANIA BEACH LLC	2 W DIXIE HWY	DANIA BEACH	FL	33004	4312	DANIA HEIGHTS EXT 5-19 BLOT 7 W1/2,8 E 37.5 BLK 3
514203060390	AMERICAN MARITIME OFFICERSBUILDING OF DANIA BEACH LLC	2 W DIXIE HWY	DANIA BEACH	FL	33004	4312	DANIA HEIGHTS EXT 5-19 BLOT 8 LESS E 37.5,9 BLK 3
514203060400	AMERICAN MARITIME OFFICERSBUILDING OF DANIA BEACH LLC	2 W DIXIE HWY	DANIA BEACH	FL	33004	4312	DANIA HEIGHTS EXT 5-19 BLOT 10 BLK 3
514203060410	AMERICAN MARITIME OFFICERSBUILDING OF DANIA BEACH LLC	2 W DIXIE HWY	DANIA BEACH	FL	33004	4312	DANIA HEIGHTS EXT 5-19 BLOT 11 BLK 3
514203060420	BEACH LLC	2 W DIXIE HWY	DANIA BEACH	FL	33004	4312	DANIA HEIGHTS EXT 5-19 BLOT 12 S 57.13 S 57 BLK 3
514203102100	CRUISE,ANA	819 NE 8 ST	HALLANDALE BEACH	FL	33009	2624	NORTH HOLL YWOOD 4-1 BLOT 1 BLK 21
514203102110	WONG,JOHN	230 SW 11 ST	DANIA BEACH	FL	33004	4225	NORTH HOLL YWOOD 4-1 BLOT 2 BLK 21
514203102111	ILARDO,SABATINO	226 SW 11 ST	DANIA BEACH	FL	33004		NORTH HOLL YWOOD 4-1 BLOT 3 W 42 BLK 21
514203102121	HERNANDEZ,ROSA E	222 SW 11 ST	DANIA BEACH	FL	33004	4225	NORTH HOLL YWOOD 4-1 BLOT 3 E 18.4 LESS E 22 BLK 21
514203102130	MOJUNA,CLAUDIA P	8670 VIA REALE APT 1	BOCA RATON	FL	33496	1982	NORTH HOLL YWOOD 4-1 BLOT 4 E 22.5 W 28 BLK 21
514203102140	ATLANTIC SHORES REAL ESTATE LLC	1800 S OCEAN DR #3905	HALLANDALE BEACH	FL	33009		NORTH HOLL YWOOD 4-1 BLOT 5 E 32.6 W 18.38 BLK 21

514203450070	MCINTYRE, RICHARD A	29 SE 8 ST	DANIA BEACH	FL	33004		FORREST HOMESITES 36-28 BLOT 7
514203450080	BOVIN, PIERRETTE	33 SE 8 ST	DANIA BEACH	FL	33004	4320	FORREST HOMESITES 36-28 BLOT 8
514203450090	DECOTA GROUP INC	201 NE 2 CT	DANIA BEACH	FL	33004		FORREST HOMESITES 36-28 BLOT 9
514203450160	TROSCLAIR, KATHERINE D	36 SE 8 ST	DANIA BEACH	FL	33004		FORREST HOMESITES 36-28 BLOT 16
514203450170	NUNEZ, RAMON EMILIO	32 SE 8 ST	DANIA BEACH	FL	33004	4321	FORREST HOMESITES 36-28 BLOT 17
514203450180	CASTILLO, ADRIANAGONZALEZ, HAYDEE	4501 SW 30 WAY	FORT LAUDERDALE	FL	33312	5622	FORREST HOMESITES 36-28 BLOT 18
514203450190	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	FORREST HOMESITES 36-28 BALL STREETS, ALLEYS DEDICATED PER PLAT 36-28 B
514203640010	SHREEJI INVESTMENTS LLC	380 COMMERCE PKWY	COCOA	FL	32955		GOVERNOR DAN'S PLAT NUMBER 1127-7 BLOT NO. 1
514203640020	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	GOVERNOR DAN'S PLAT NUMBER 1127-7 BR/W DEDICATED BY PLAT 127-7 B
514203720010	AMOPT LLC	2 W DIXIE HWY	DANIA BEACH	FL	33004		TACO BELL AT DANIA 166-32 BTRACT A
514203720020	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	TACO BELL AT DANIA 166-32 BE 203 OF THE S 200. OF THE NE 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SEC 3, LESS E 40 & LESS TRACT A



City of Dania Beach

PUBLIC HEARING NOTICE

TUESDAY, JULY 28, 2020

THIS PROPERTY IS THE SUBJECT OF UPCOMING
PUBLIC HEARINGS

TIME | 7:00 p.m.

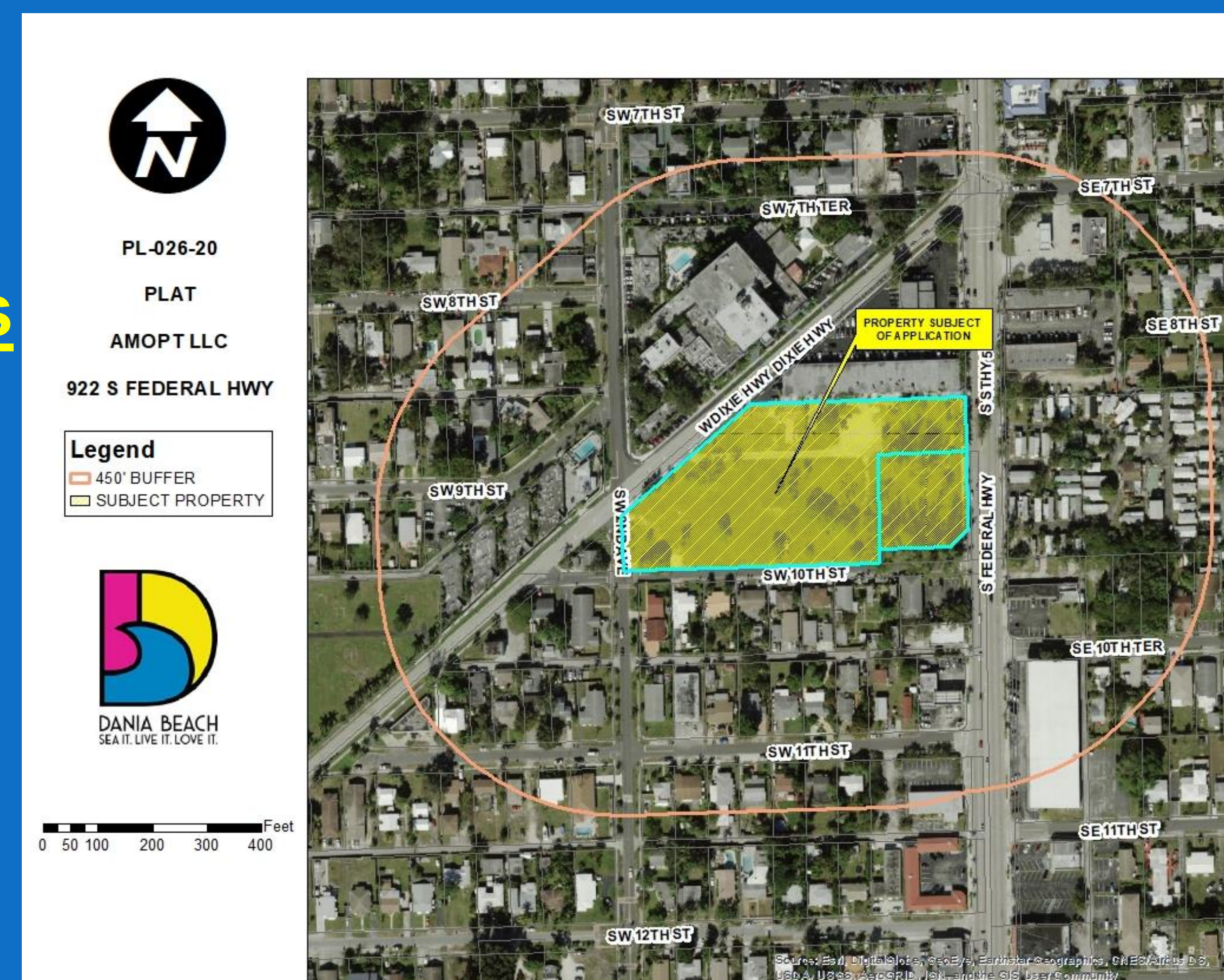
PLACE | City Commission Virtual Meeting
Please visit www.daniabeachfl.gov/virtualmeetings
for detailed instructions on this meeting.

PROJECT | AMOPT Plat

LOCATION | 922 S. Federal Hwy

REQUEST | Plat

FILE # | PL-026-20



For more information, please visit our website <http://daniabeachfl.gov/Public-Hearings> or call (954) 924-6800 x 3643.

This Sign is the property of the City of Dania Beach. In accordance with Section 610-30 of the Land Development Code, it shall be unlawful for any person to injure, cut, break or destroy in any manner any building or other thing belonging to or under the control of the City. Persons marring or removing the Notice may be subject to fine and/or imprisonment.



26-20

AT

T LLC

ERAL HWY

FER
PROPERTY



SEACH
LOVE IT.

Feet
300 400



COMPLETE COUNT ADVISORY COMMITTEE MEMBERSHIP

Thursday, May 28, 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
Mia Kelava 3901 SW 54th Street Dania Beach, FL 33312 954-702-7404 miakelava@outlook.com	April 28, 2020	July 30, 2019 through October 31, 2020	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

**COMPLETE COUNT ADVISORY COMMITTEE
MEMBERSHIP**

Thursday, May 28, 2020

Daniel Sohn 4902 SW 31st Terrace Dania Beach, FL 33312 954-243-4705 danielsohn365@gmail.com	May 26, 2020	July 30, 2019 through October 31, 2020	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
Friday, May 15, 2020

Name/Address Phone Number	Date Appointed	Term	Position
		June 22, 2020 through June 22, 2022	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: July 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

Throughout this pandemic, we have been proactive and continue to do everything we can to ensure the safety of our employees and citizens. We are extremely proud that we were able to host a free and convenient COVID-19 testing site at our City Hall Parking Garage. We tested 2,700 individuals at our site. I want to thank all the City employees who helped us make this testing site a success.

We are working very closely with our local restaurants to ensure compliance. I cannot say enough about the outstanding work of our Code and Parking teams and the support provided by BSO. We are working diligently to expedite, approve and issue temporary outdoor seating. Today, half a dozen restaurants have been approved for temporary outdoor seating. Helping our local businesses rise above the challenges of the Coronavirus is paramount to us. Additionally, we have set up a COVID-19 Hotline where anyone can call to report issues or concerns to help us ensure compliance and address any violations in Dania Beach. Our 7 day a week, 9:00 a.m. to 9:00 p.m. COVID-19 Hotline number is 954-947-8800.

I have collaborated with the Broward County City and County Managers Association to ensure that the 31 municipalities in Broward County will now be able to tap into Cares Act monies for Covid-19 related reimbursements. The County via the Cares Act has set aside \$100 million for the cities, that is 30% of the monies Broward County received.

We have spent the past several months working with my budget committee and we are extremely excited about our proposed 2021 Fiscal Year Budget. The Future is Now, The Renaissance of Dania Beach. The aforementioned is the theme of this Budget. We look forward to our Budget Workshop process and working with all of you. You should be very proud to know that we have reached and exceeded our goal for unrestricted reserves. A healthy and sound \$22.5 million dollars will allow for much investment in infrastructure and exciting/ new citywide initiatives.

Included in my report are additional details from all our City Departments.



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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: July 28, 2020

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

FROM: Fernando J. Rodriguez, Public Services Director **Fernando Rodriguez**

RE: **PUBLIC SERVICES ACTIVITIES – JUNE 24, 2020 to JULY 27, 2020**

Digitally signed by Fernando Rodriguez
DN: cn=Fernando Rodriguez, o=City of
Dania Beach, ou,
email=frodriguez@danlabeachfl.gov, c=US
Date: 2020.07.17 12:56:24 -0400

Below is the Public Services Department (PSD) activity summary for the past four weeks:

- Assistance for the Covid-19 testing sessions at the City Hall garage was provided by members of the PSD Team. This was done in terms of customer service presence and providing setup/logistics for event.
- The demolition of the two Bosey property buildings on Sterling Road was completed, providing an opportunity for future city use in terms of facilities location in a central location (Attachment 1).
- The operational analysis of the transit circulator service (Corradino Group) is progressing but has been delayed in terms of field data gathering due to the Covid-19 pandemic. The consultant is in close touch with the County to ensure the timely submission of the Surtax funding application. A passenger survey is being conducted and constitutes a major step in this study.
- PSD crews worked to close and re-open the beach access road and partially block the parking areas for the July 4th/Independence Day holiday weekend. Beach and pier closures were implemented due to the Covid-19 pandemic (the Quarterdeck Restaurant remained open).
- PSD's new Deputy Director/City Engineer joined the department on Monday June 29th. Mr. Dincer Ozaydin brings substantial experience in municipal civil engineering, including stormwater and water distribution. His energy and positive attitude is will be a highly beneficial addition to the PSD Team.
- An alley in the NE section was resurfaced based on field inspections and resident's request. It will result in improved safety, enhanced aesthetics, and a reduction in water ponding (Attachment 2).
- The repair of the SE 3rd Terrace/5th Avenue stormwater pumps is completed. The pump head and other parts of the pump were replaced.
- The Avon Community Drainage Improvement Project was completed, and involved the lining of a deteriorated outfall pipe.



MEMORANDUM

Page 2 of 2

RE: PUBLIC SERVICES ACTIVITIES – JUNE 24 to JULY 27, 2020

Date: July 28, 2020

- Refurbishing work in one of two sanitary lift stations (#5) was commenced. This will be followed by station #10. These two stations, when completed, will provide significant reliability improvements to the important sanitary sewer service system servicing our community.
- Repairs of the beachfront access ramp/stairs (north end) were completed.
- The replacement of the air conditioning BSO Police Station on SW 30th Avenue was completed.
- The proposal from the engineering consultant that will design, permit, provide bidding assistance and project management for the SE Drainage Project was successfully negotiated with WSP USA Inc. This was followed by work with our City Attorney's Office to prepare the contract. As of this writing (July 17) PSD plans to put it on the July Commission Agenda.
- Work continued on the County Transportation Surtax applications for three projects: SW 43 Terrace Drainage (\$2.2M); Design - W. Dania Beach Blvd. Bridge Design (\$420,000); and SE Drainage Design (\$840,000). Broward County approved all three of the City's transportation project and will fund them this fiscal year FY 19-20. PSD began working with the legal department on agreements with contractors and the ILA with Broward County.
- The application was submitted for Department of Justice formula grant for Coronavirus Emergency Supplement Funding grant (CESF) for \$45,700. The grant approved in the amount of \$47,500. PSD is currently working with the Finance Department to facilitate the acceptance of the grant and the procurement of PPE and disinfectant equipment.
- Submitted FEMA project application to renourish the beach dunes from Hurricane Dorian damage. The FEMA update report was completed.
- Continued reviewing COVID-19 funding sources for funding opportunities, including the CARES Act and Rebuild Florida Mitigation General Infrastructure Program.

ATTACHMENT 1 – BOSEY PROPERTY DEMOLITION – BEFORE / AFTER

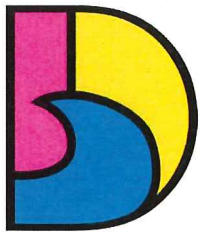


ATTACHMENT 2 – NE 3RD COURT ALLEY: BEFORE/AFR



ATTACHMENT 3: SE 3RD TER. STORWATER PUMP – IN PROGRESS





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CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: July 17, 2020

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

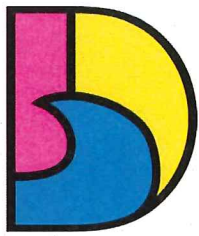
VIA: Candido Sosa-Cruz, Assistant City Manager

FROM: Linda Gonzalez, SPHR, SHRM-SCP – HR / Risk Management Director *LG*

RE: Human Resources and Risk Management Report

The following is a summary of Human Resources and Risk Management activities:

- Response to COVID-19
 - The Human Resources Department has received an additional quote for acrylic wellness barriers to enhance workplace safety and help prevent the spread of COVID-19. Upon approval, wellness barriers will be placed at City Hall, Public Services, Parks, the trailer at Community Development and the Commission Chambers. In addition to the wellness barriers, we are also requesting to purchase two (2) temper-sure cameras that detect temperature and face masks. The temper-sure cameras for City Hall and Public Services will instantly detect body temperature of an individual entering the premises. The camera also monitors for the wearing of a facemask. With this camera system, the employee or visitor is scanned and the system immediately approves or denies entry. There is no direct contact needed for the camera system, and therefore it is a much safer alternative for security and supervisors who have to monitor visitors and employees temperatures.
 - The acrylic barriers offer another added measure of safety and protection. The use of transparent physical barriers is broadly recommended by the World Health Organization, (WHO), the CDC and other agencies.
 - Partitions are proposed to serve four broad functions:
 - Intercept the respiratory droplets that are thought to transmit the virus,
 - Reinforce physical distancing requirements,
 - Give an additional protection to wearing masks, and
 - Help employees feel safe in their work environment
 - Human Resources has also implemented a procedure for Return to Work and for the management of positive COVID-19 cases, including “close contact” as defined by the CDC.



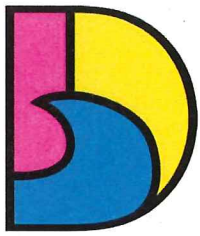
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CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

Presently the City has had five (5) employees test positive for COVID-19 and four (4) employees are quarantined. Several employees have already been returned to work.

- HR and Labor Counsel are continually monitoring the evolving CDC, EEOC, and OSHA guidance on a daily basis and deal with employee issues based upon this evolving guidance, as noted in our current procedure, "This guideline may be modified to conform with additional or revised CDC guidance."
 - Human Resources worked with all City Departments to effectively staff and manage the twelve (12) days of COVID-19 testing in the City garage with the Department of Health
 - Human Resources continues to inventory and maintain the needed PPE for employees for the pandemic.
- At the request of the Commission, we have obtained three (3) quotes for bulletproof glass for the Commission, and further worked with BSO to obtain quotes for a metal detector.
 - The City has an intern from Stetson University who is majoring in Political Science. Our intern, Mr. George Alderman, continues to shadow various departments for an enriching experience in municipal government operations.
 - Key position filled:
 - The Information Technology Manager position was filled with an internal employee promotion
 - Open Recruitments:
 - IT Systems Technician, (interviews will be conducted on 7/20 and 7/21)
 - Equipment Operator I, Streets, (Interviews will be held starting 7/22)
 - Records Specialist, (selection pending)
 - New Hires:
 - Equipment Operator II, Stormwater
 - Maintenance Worker II, Landscape
 - Human Resources and Finance are in the final implementation stages of on-line benefits platform through our Broker, (at no cost to the City) that allows for electronic open enrollment for employees, retirees, and hires, and combines multiple benefit platforms. We have tentatively scheduled electronic open enrollment for the last two (2) weeks of August, pending Commission approval in July.
 - The City went out for an RFP for medical insurance through our broker for employees and non-medicare retirees. After experiencing (3) years with insurance increases, the City



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CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

Administration recommendation will allow some employees to have no out-of-pocket increase for 20/21 and some will have a premium decrease. When combined with the change in the collective bargaining agreement, the recommendation will provide for an estimated savings of \$165,755 for the plan year, equating to a 6.3% reduction in cost for the City.

- The Human Resources and Finance Departments have implemented employee self-service for employees. Employee self-service allows employees to access our Human Resources Information System, New World, and make immediate changes to their personal information they may need to update, such as their phone number, address, direct deposit information, etc. Employees can now also view their personal payroll information, check stubs and W2 forms. Employee self-service brings a new level of information sharing and availability to our team.
- The Human Resources and Finance Departments are in the final stages of implementing laserfiche to manage employee records. Laserfiche allows files to be sent electronically, on-line redaction and management of confidential documents.



CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: July 28, 2020

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

FROM: Eric Brown, Parks & Recreation Director

SUBJECT: Parks and Recreation Updates

On July 14, 2020, the deck just south of the Dania Beach pier was completely renovated for safe access to the beach.

On July 16, 2020, strategic planning for community youth engagement began. This will consist of ways to keep our youth active with various outdoor & virtual activities that adhere to CDC guidelines when the 2020-2021 school year begins. See attachment

The beautification process of our Park facilities are continuing. Frost Park recently had the walkway to the entrance painted; PJ Meli had new mulch placed around the playground building areas; C.W. Thomas has continued cleaning the grounds and painting around the building.

Beach

- As of June 1, 2020, we started our second phase of reopening; As of July 1, 2020, this is continuing at our beach
- Beach goers are allowed to sunbath, sit, have umbrellas, coolers and chairs
- Beach ambassadors are patrolling the beach, enforcing, and educating beach goers of the CDC guidelines

Summer Camp

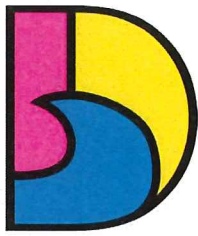
- Due to the currently increasing numbers with the Covid-19 virus, summer camp was cancelled. This decision was made to ensure not only the safety of the campers and their families but also our employees within the City of Dania Beach.

Community Youth Engagement

- We have collectively started to engage in planning ways that we can offer different outdoor activities when the school year starts.. We have compiled a list of activities that will adhere to the CDC guidelines and will have social distancing in place.

Covid-19 Testing at Dania Beach

- On June 27 & July 2020, the Parks & Recreation team was able to assist with the Covid-19 testing that took place at City Hall.



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CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

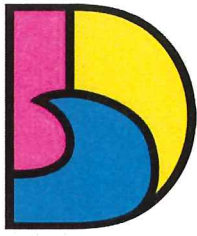
Youth Community Engagement

It has been announced that South Florida Schools would be starting the 2020-2021 school year virtually. The Parks & Recreation department has decided that in order to help our youth stay socially engaged that we would like to offer some activities after school, once or twice per week. These activities will allow the youth to have some fun and be active outdoors.

All activities will follow CDC guidelines and social distancing guidelines. We will look at engaging with the youth by practicing safety and implementing activities outdoors & virtually. Please see the list below:

Outdoor Activities

- Movie Night (socially distancing with cones for seats 6 ft apart)
- Water Day (have the fire department come out and spray water; sprinklers)
- Madden Tournament (you can engage in video games while socially distancing)
- NBA 2k Tournament (you can engage in video games while socially distancing)
- Pier Fishing
- Volcano Eruptions (building kits, science fun)
- Outdoor Games
- Robotics Building (Stem)
- Slip and slide kick ball
- Giant board game snakes and ladders (draw a large game board on the asphalt for student)
- Detective (children will try to figure out who the leader is by guessing 3x)
- Two truths and a lie (kid friendly version)
- Boat race (using the pool)
- Painting with a twist (staff ran)
- Karaoke
- Heads up
- Simon says
- Decorating
- Bust a rhyme (choose a leader to say a word and have the others students say a word that rhymes until it gets back to the leader)
- Lab rat (conduct diy kid friendly science experiments while social distancing)
- Just Dance (in person/virtually; dance teachers teach the latest kid friendly dance moves)



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CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

Virtual Activities

Free Youth Fitness Class

- <https://www.fitnessblender.com/videos/fitness-blender-kids-workout-25-minute-fun-workout-for-kids-at-home>

Youth Arts and Crafts

- <https://www.freekidscrafts.com/>

Creative Indoor Games and Activities

- <https://whatmomslove.com/kids/active-indoor-games-activities-for-kids-to-burn-energy/>

High Energy Movement Activities

- <https://family.gonoodle.com/>

Kid Friendly Cooking

- <https://www.nomsterchef.com/nomster-recipe-library>

All Ages Yoga

- <https://www.doyogawithme.com/>

Jig saw games

- <https://www.twinkl.com/go>

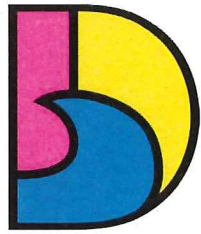
Story time (zoom)

Game night (zoom)

Heads up (zoom)

Scavenger hunt (zoom)

Simon says (zoom)



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CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

DATE: July 16, 2020

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

VIA: Candido Sosa-Cruz, Assistant City Manager

FROM: Eleanor Norena, CFM, Director
Eleanor Norena Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o=City of Dania Beach, ou=City of Dania Beach, email=Eleanor.Norena@danibeachfl.gov, c=US
Date: 2020.07.20 14:01:18 -0400

RE: Manager's Monthly Report – June 2020 – Community Development Department

The following is a summary of Community Development Department activity during the last 30 days.

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 anticipated to be collected in the next few months as a few projects are currently under review. The adoption of the Master Plan and Guidelines will properly implement the new ordinance. The department is currently negotiating with Broward County Cultural Division on a proposal to adopt a Public Art Master Plan and Guidelines.

Census 2020: All outreach activities planned for March through June 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 31, 2020.

Building Division

The Building Department received 376 permit applications in the month of June and issued 236 permit applications. The Building Department issued 7 Certificate of Occupancies this month; 2 residential and 5 commercial.

All inspectors, plan reviewers and administrative staff continue to work remotely and in staggered shifts to ensure all inspections and permitting continues seamlessly. The Building Department is currently accepting drop-offs and pick-ups via the drop box located outside of City Hall Monday through Friday from 8:00 a.m. - 5:00 p.m. We continue to implement online payments for residents, contractors, and accepting checks in the finance utility box for customers without internet access.

City Hall remains closed for public access however, the department is scheduling pre-submittal and pre-construction meetings as needed virtually and in person while abiding all social distance guidelines.

Plan reviewers and inspectors, provided by CAP and Broward County; continue to utilize the laptops and WiFi hotspots to limit access to City Hall. We continue to log temperatures at the start of each day to ensure our health and safety and maintain proper precautions.

Planning and Zoning Division

The following projects are recent submittals for DRC. The April, May and June meetings were held virtually due to the COVID-19 pandemic, as will be the July meeting. For the month of July, 14 applications were received.

Griffin Living - The project at 2750 Griffin Road proposes a six (6) story mixed-use building consisting of seventy-nine (79) apartments ranging from studios to two bedroom units, 16,000 square feet of retail space, and a two story parking garage. The complete project entails applications for Rezoning and assigning flex units, Plat approval, Site Plan approval and approval of a side setback Variance.

Harbor Landing – This project is a proposed residential development, located at 4695 SW 45th Terrace. It is part of a larger, mixed-use development adjacent to the west, which is situated within the City of Hollywood. The Dania Beach application is to permit the construction of an eight-story apartment building with 275 residential units (including 15% affordable housing) on the east portion of the development. The complete project entails applications to amend the Land Use and Zoning designations, and for Plat and Site Plan approval.

Saratoga Crossings III - The site plan and plat is located at 840 and 850 West Dania Beach Blvd in the NBHD Neighborhood Residential zoning district. The site is proposed to be redeveloped with a five (5) story, seventy-five (75) unit multifamily residential apartment building, similar to Saratoga Crossings I & II. There is one application pending for site plan review, and another application for the required Plat, which also includes the vacation of an unnecessary right-of-way easement.

1470 Dixie Highway - This property is located in the NBHD-MU Neighborhood Mixed-Use zoning district has submitted a small-scale Site Plan application to erect a 1,200 square foot warehouse or contractor's shop.

Dania Beach Marina a/k/a Wave 70 & 90 - 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.

Avery Dania Pointe – Phase 2 - Avery Dania Point Phase 2 is the second phase of a two part series. The site plan was previously approved per Resolution 2019-127. Because several changes are being proposed, a modification is needed.

MSC Training Facility - Site Plan application along with variance and special exemption request for the new 14,000 square foot construction of the MSC Training Facility, a specialty school located at 922 S. Federal Highway. The plat has previously gone through DRC and will be heard on the July 28th City Commission meeting. The facility will include space for training simulations (which will include ammunitions training) lectures, and various other training modules.

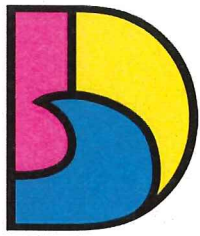
Pannattoni - The applicant is proposing to develop a 4.34 gross acre parcel located at 1900 NE 7th Ave. The applicant is proposing to construct a new 82,197 square foot warehouse building on the property. The property is currently vacant and has a future land use designation of Employment Center and an IRO zoning designation. .

US Crane & Rigging - The applicant is requesting a Plat and Site Plan approval for the development of a 144,541 square foot industrial building on a vacant lot located at 2980 W. State Road 84. The building will be composed of 2,104 square feet of office and 142,437 square feet of storage. Warehouse and light industrial with outdoor crane storage, vehicle fleet parking as an accessory use to the main permitted use.

ARG Office - The applicant is requesting the modification of a previously approved site plan for the construction of a one-story building with 3,500 square-foot of professional office building space located at 4025 Ravenswood Road.

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.
- 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.
- Code is be delivering all approved outdoor seating permits to restaurants and are ensuring they are in compliance.
- COVID-19 – Code Staff have completed 625 spot checks to assure compliance of Court Emergency Orders in Dania Beach businesses. Code and Parking have also responded to 68 Q Alert complaints from Broward County and 10 complaints From the Dania Beach COVID-19 hotline.



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**CITY OF DANIA BEACH
COMMUNICATIONS
PUBLIC INFORMATION OFFICER**

MEMORANDUM

DATE: JULY 21, 2020

TO: ANA M. GARCIA ICMA-CM, CITY MANAGER

FROM: KATIA BORDY, PUBLIC INFORMATION OFFICER

SUBJECT: COMMUNICATIONS

Ongoing Communication

The City's website, social media and TV Channel 78 is continuously updated with relevant, new and important information. All City Departments receive media support on a variety of projects.

COVID-19 INFORMATION CENTER

Emergency Orders

As the number of COVID-19 cases continue to climb, Broward County Issues Emergency Orders which implement **facial coverings, prohibition of vacation rental & short term rentals, new restrictions to help curtail large social gatherings, including house parties, street parties** and other activities that are contributing to community spread of the virus.

COVID-19 Hotline

A Dania Beach hotline at 954-947-8800 is available 7 days a week from 9 a.m. to 9 p.m. to report issues and violations.

4th of July Weekend

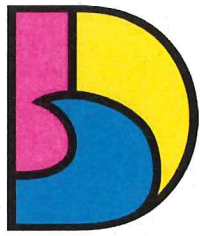
All Broward County public beaches were ordered closed for the 4th of July weekend. The City beach and pier were closed from Friday, July 3rd to Sunday, July 5th.

Testing Site

The Florida Department of Health in Broward County, in partnership with the City of Dania Beach, hosted a free COVID-19 Walk-Up Testing Site at the City Hall Parking Garage.

Summer Camps Closed

All Summer Camps were closed due to the increase in Covid-19 cases.



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**CITY OF DANIA BEACH
COMMUNICATIONS
PUBLIC INFORMATION OFFICER**

MEMORANDUM

City Services

All City of Dania Beach departments are open and continue to provide services to our residents, businesses and visitors.

Although City Hall remains closed, we are open for business and ready to serve.

- Pay your bills from home at DANIABEACHFL.GOV/PAY
- Pay your permit fees online at DANIABEACHFL.GOV/PERMIT
- Customer Service: 954-924-6800
- Code Compliance: 954-924-6810
- Water/Sewer Emergency: 954-924-3747
- Utility Billing: 954-924-6800
- Building Permits & Inspection Requests: 954-924-6805

Census 2020 Campaign

Dania Beach Census Response: 50.8%

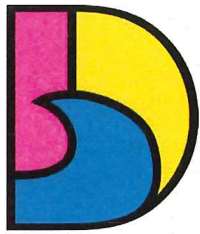
<https://2020census.gov/en/response-rates.html>

Mosquito Control

The heavy rains in Broward County have resulted in an increase in the mosquito population. Broward County is available to spray areas of the County to help reduce the mosquito population. broward.org/Mosquito/Pages/MosquitoServiceRequest.aspx, 954-765-4062, 311.

Community Bus Survey

The City of Dania Beach needs your help to provide improved transit service through its free community bus service. surveymonkey.com/r/99GYQ7C



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**CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)**

EXTERNAL MEMORANDUM

DATE: July 21, 2020

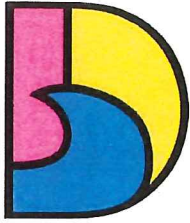
TO: Ana M. Garcia, ICMA-CM, City Manager

FROM: Sergio Pellecer, District Fire Chief

RE: Dania Beach Memo to City Manager

Please see the requested information below concerning the last two weeks- June 23 - July 20, 2020 of the meetings and day-to-day operations for the BSO Fire Rescue and Emergency Service in Dania Beach:

- Daily morning BSO conference calls – Department Head direction for the day.
- Daily monitoring of Fire Stations and personnel safety
- Weekly monitoring of Nursing homes and Group homes – Fire Marshal's Bureau
- Weekly agenda review team conference call 7/20/2020
- Weekly Municipal Conference Call COVID-19 Situational Awareness
- BSO Ops Conference call with District Chiefs
- Hurricane Plan distribution and implementation – **Training preparation IS402 June 30, 2020**
- City Intern George Alderman – Day 2 Fire Station 1
- **Fire Station Alerting System – Installed in Station 1 and Operational**
- Increased call Volume COVID-19 Related
- First Employee assigned to Station 1 tested Positive – Home and Quarantined
- Budget Narratives sent to Finance Department
- Summer Sizzle 2020 – Fire Department Educators – Summer School and Preschools in Dania Beach participation



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**CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)**

MEMORANDUM

DATE: July 20, 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 07-28-20.

The City Manager and I met with Rodeway Inn staff as well as the City Fort Lauderdale Staff. We were informed that all of the homeless guests would be out by Sunday July 19th. BSO Deputies were present throughout the weekend to monitor their progress.

We are currently researching available grants to assist with a PAL type program. There are numerous avenues of funding on the Cops.usdoj.gov website.

On Friday July 17 we had a shooting off of NW 14th Way. Luckily there were no injuries. We located the shooter and his borrowed stolen vehicle in West Park where a brief chase took place. The shooter and other occupants were taken into custody.

In response to a few complaints about I-95 and Stirling Road, we began to increase our patrols. Even though it is in Hollywood, it is still at the entrance to our City. We made 4 arrests in the last week at that location. 3 of the 4 subjects we arrested had criminal histories of burglaries and grand theft motor vehicle.

COVID-19 information

- Deputies remain on patrol at the Beach.
- Increased patrols of shopping centers, restaurants and retail businesses.
- Increased patrols of City Parks due to the orders.
- Sergeants are taking the temperature of all employees prior to their shift.
- A Telephone Report Unit is still operational 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 current orders in reference to businesses, parks and marinas.

Here is our BSO make-up:

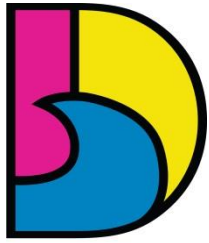
37% White
31% African American
31% Hispanic
1% Asian

Here are the most recent demographics of the City:

44.4% White
18.5% African American
32% Hispanic
1.8% Asian
3.3% Other

Every Deputy attends de-escalation training.

That completes my report.



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, Deputy Finance Director

DATE: July 20, 2020

SUBJECT: Finance Monthly Report – June 2020

Please find attached the month Finance report. Highlights of the report include the following:

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

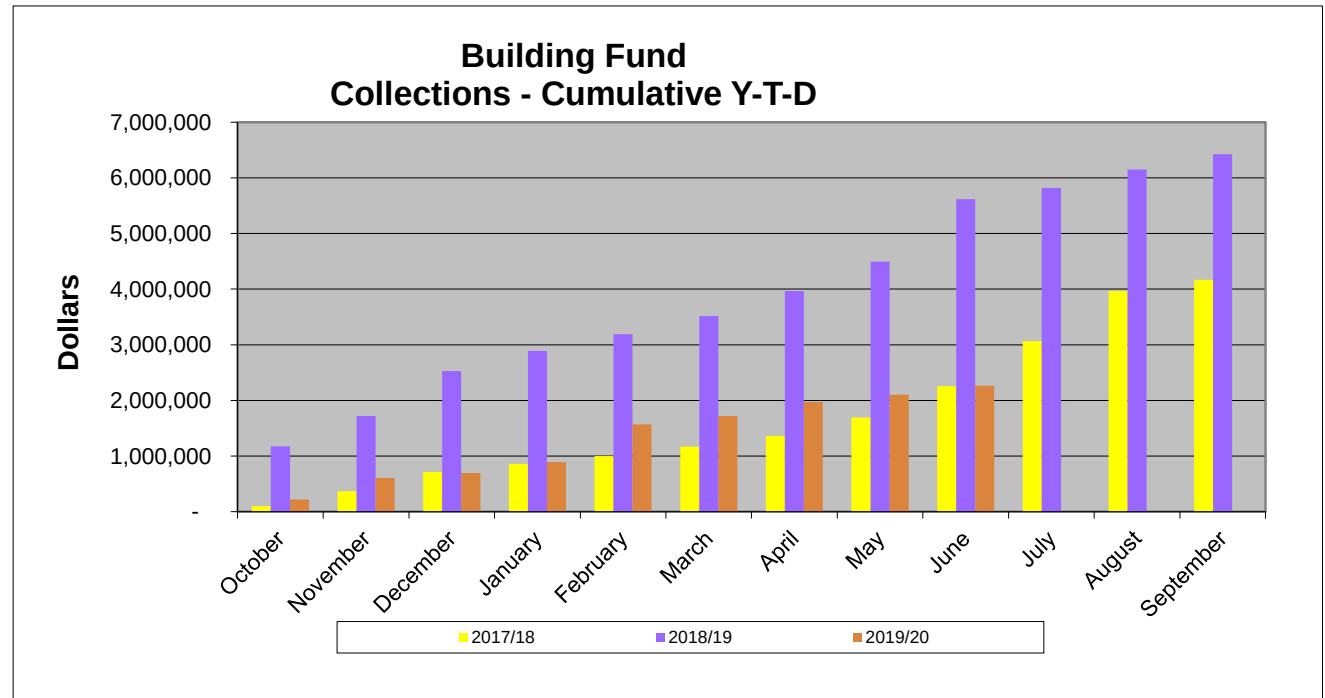
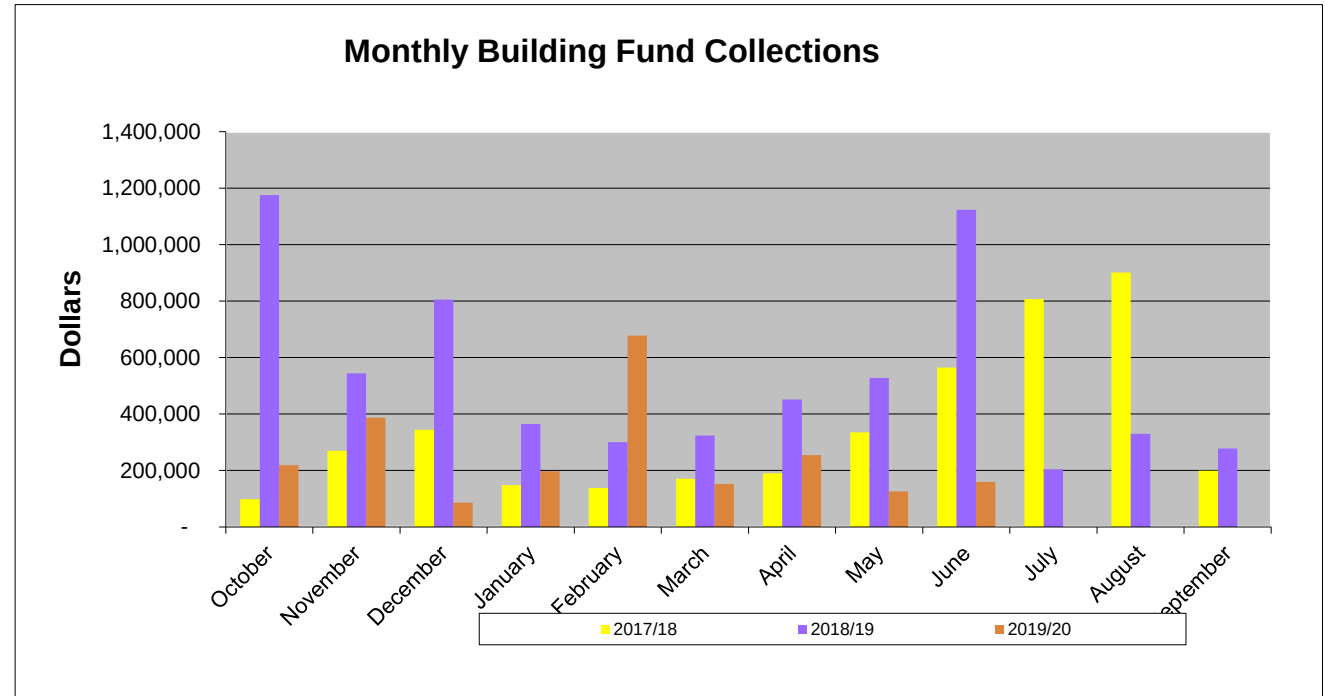
Building Fund Collections

	<u>2017/18</u>	<u>2018/19</u>	<u>2019/20</u>
Monthly			
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	254,963
May	334,690	527,681	126,368
June	564,568	1,123,013	159,353
July	807,233	204,154	
August	901,588	329,526	
September	199,482	278,138	
Total	4,167,099	6,427,092	2,260,208

	<u>2017/18</u>	<u>2018/19</u>	<u>2019/20</u>
Cumulative			
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	1,974,487
May	1,694,229	4,492,261	2,100,855
June	2,258,797	5,615,274	2,260,208
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

Shut down due to COVID-19

Building Fund - thru June 2020



Parking Fee Collections

	<u>2017/18</u>	<u>2018/19</u>	<u>2019/20</u>
Monthly			
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	3,577
June	113,227	99,416	153,086
July	136,904	121,078	
August	101,670	90,092	
September	85,881	88,120	
Total	<u>1,229,951</u>	<u>1,207,766</u>	<u>615,656</u>

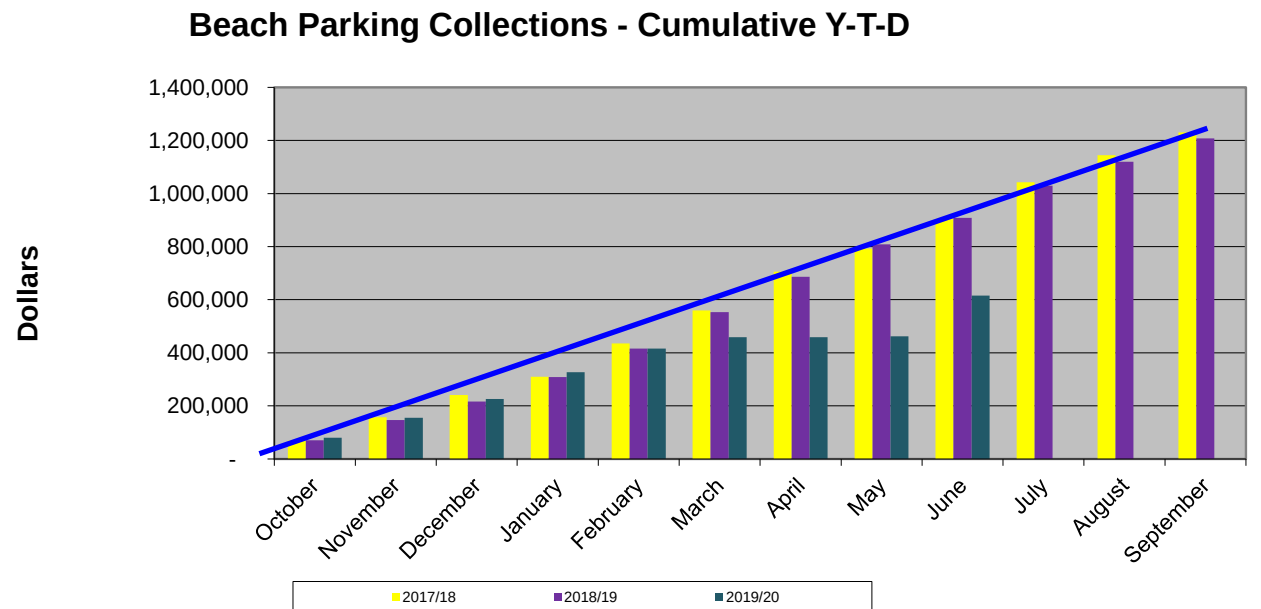
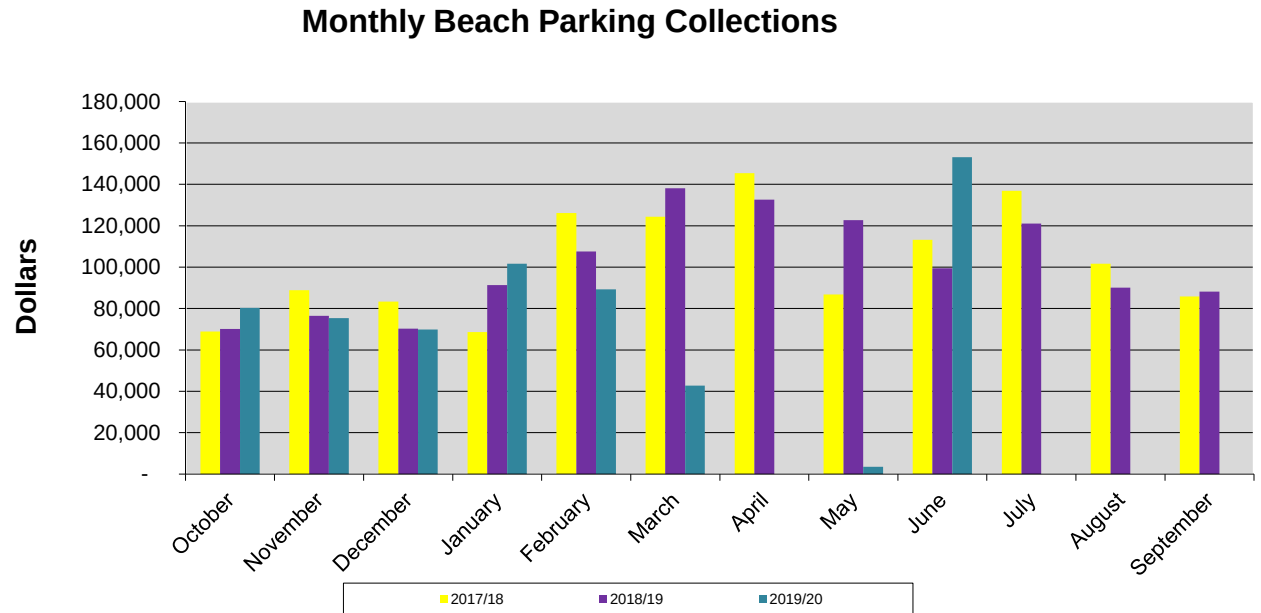
Parking down due to Hurricane Irma -beach closure

Heavy Rains during the month of May affected beach goers

COVID-19 shut down

	<u>2017/18</u>	<u>2018/19</u>	<u>2019/20</u>
Cumulative			
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	458,993
May	792,269	809,060	462,570
June	905,496	908,477	615,656
July	1,042,400	1,029,555	
August	1,144,070	1,119,646	
September	1,229,951	1,207,766	
Annual Budget Goal	<u>1,277,235</u>	<u>1,282,367</u>	<u>1,219,032</u>

Beach Parking - thru June 2020



Pier Revenues

	<u>2017/18</u>	<u>2018/19</u>	<u>2019/20</u>
Monthly			
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	152
May	30,995	68,359	9,475
June	51,456	54,747	39,975
July	62,161	73,113	
August	52,417	50,941	
September	53,319	60,729	
Total	<u>540,559</u>	<u>907,317</u>	<u>369,591</u>

Prolonged heavy rains affected the pier sales in May

Shut down in March due to Corona Virus

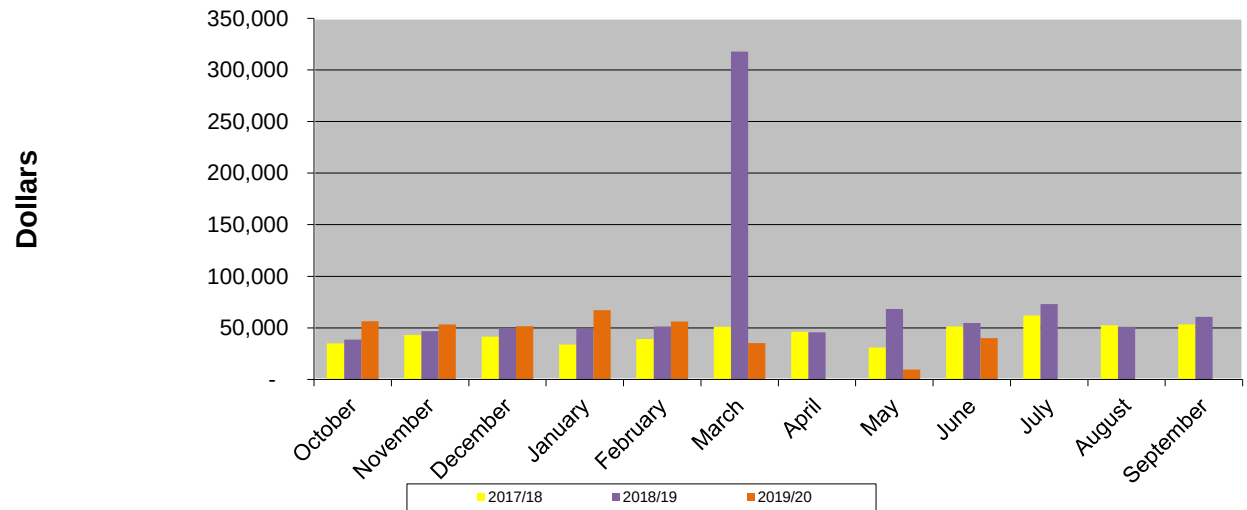
Balance includes true-up for the annual rent of the Quarterdeck based on the lease agreement.

	<u>2017/18</u>	<u>2018/19</u>	<u>2019/20</u>
Cumulative			
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	320,141
May	321,206	667,788	329,616
June	372,662	722,535	369,591
July	434,823	795,648	
August	487,240	846,589	
September	540,559	907,317	
Annual Budget Goal	<u>493,775</u>	<u>918,859</u>	<u>914,098</u>

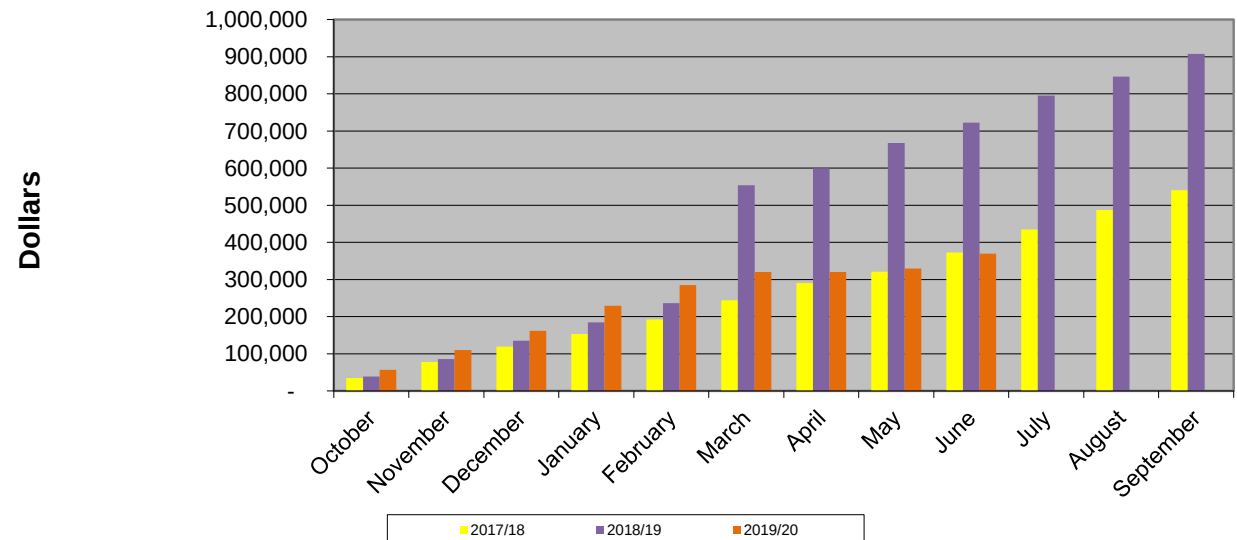
In 2018/19 the Quarterdeck Restaurant Revenues were moved to the Pier fund from General Fund to better reflect their usage.

Pier Revenues - thru June 2020

Monthly Pier Collections



Pier Collections - Cumulative Y-T-D



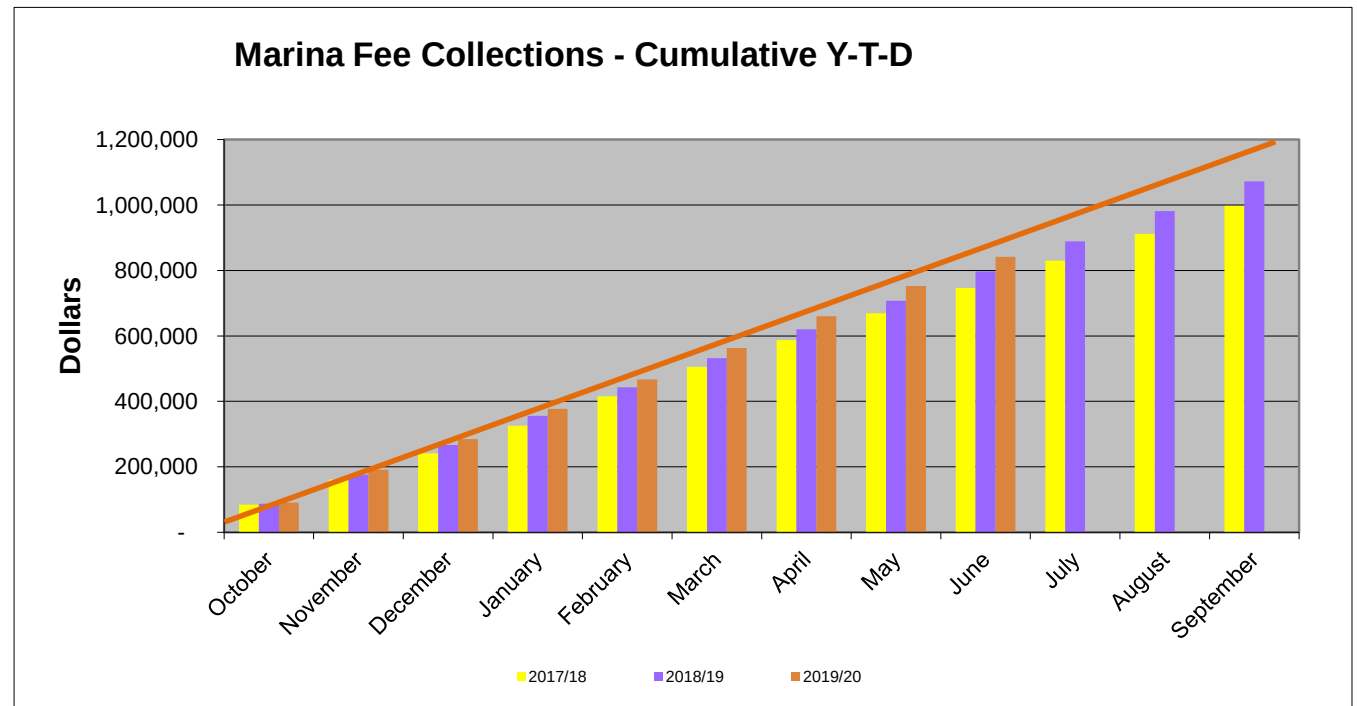
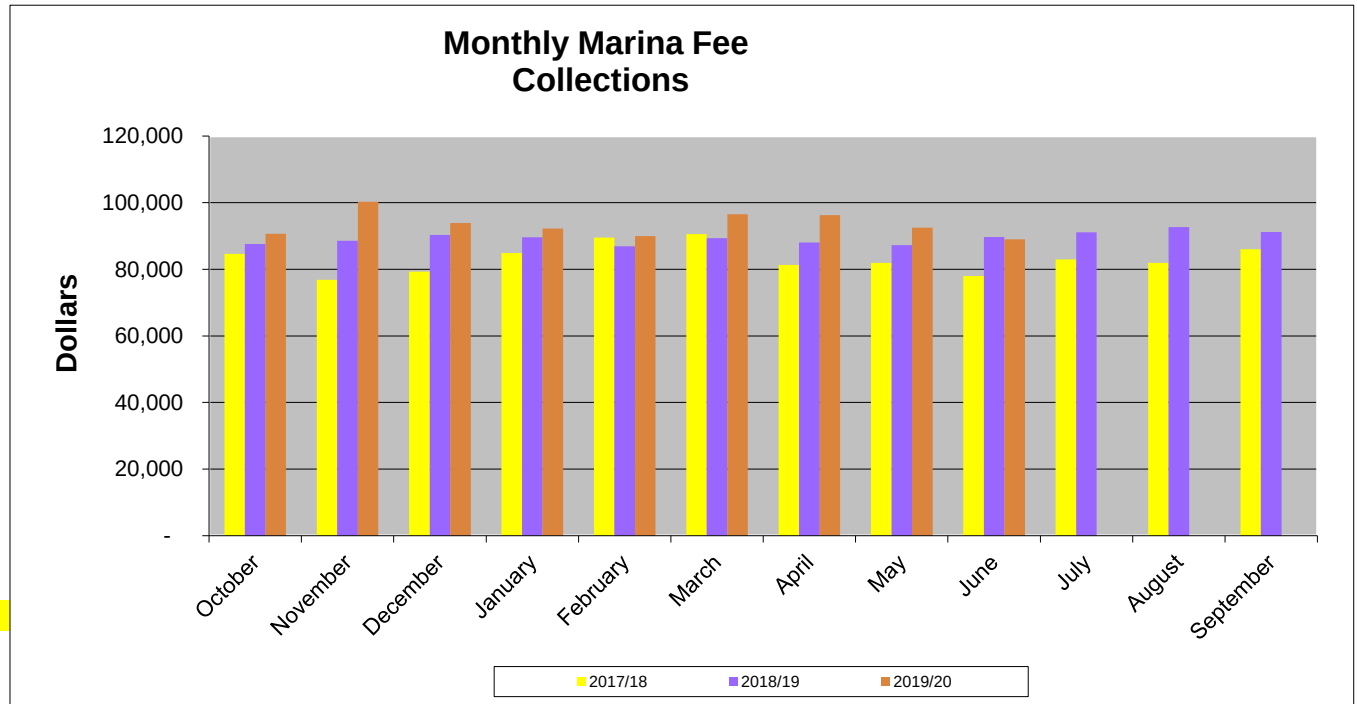
Marina Fee Collections

	<u>2017/18</u>	<u>2018/19</u>	<u>2019/20</u>
Monthly			
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	96,264
May	81,878	87,281	92,452
June	77,981	89,733	89,025
July	82,954	91,052	
August	81,919	92,686	
September	86,021	91,173	
Total	<u>997,737</u>	<u>1,072,225</u>	<u>841,266</u>

Marina closed towards end of march due to COVID 19

	<u>2017/18</u>	<u>2018/19</u>	<u>2019/20</u>
Cumulative			
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	659,789
May	668,863	707,582	752,241
June	746,843	797,315	841,266
July	829,797	888,367	
August	911,716	981,052	
September	997,737	1,072,225	
Budget Goal	<u>1,032,180</u>	<u>1,042,263</u>	<u>1,059,831</u>

Marina Fees - thru June 2020



Governmental Funds Capital Projects
Capital Project Life Cycle
30-Jun-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
6/30/2020

Stormwater Fund	Original Budget	Budget Amendments	Total Budget Funding	FY20 Year-to- Date Expenses	Encumbrances	Return of Funding on Completed Projects	Remaining Funding Available	Project Status
SE Stormwater Phase II	\$ 6,159,729	\$ 124,145	\$ 6,283,874	\$ -	\$ -		\$ 6,135,757	In-Progress
Taylor Lane Drainage Project	615,000.00	(81,936)	615,000	-	-		25,834	In-Progress
SW 43rd Terrace, SW 40th Court and SW 49th Street Project	1,170,960	-	1,170,960	(9,591)	(62,032)		991,120	In-Progress
Total Stormwater Fund Projects			8,069,834	(9,591)	(62,032)	-	7,152,711	
<u>Water Fund</u>								
NW 1st Ave Water Main Stirling-City Hall	431,730	-	431,730	(13,530.00)	(7,913.75)		375,765	In-Progress
Lime Slaker Refurbishment	80,000			(80,000)	-		20,000.00	In-Progress
Total Water Fund Projects			431,730	(93,530)	(7,914)	-	375,765	
<u>Sewer Fund</u>								
Lift Rehab Projects 5,7,10	1,137,594	-	1,137,594	(33,049)	(510,299)		11,804	In-Progress
SCADA System	257,715	-	257,715	-	(43,218)		(0)	In-Progress
Total Sewer Fund Projects			1,395,309	(33,049)	(553,517)	-	11,804	
<u>Marina Fund</u>								
Marina Dredging Project	150,000	-	150,000	(13,800.00)	-		12,000	Waiting on reimbursement check
Total Marina Fund Projects			150,000	(13,800)	-	-	12,000	
Total Enterprise Projects			\$ 10,046,873	\$ (149,970)	\$ (623,463)	\$ -	\$ 7,552,281	

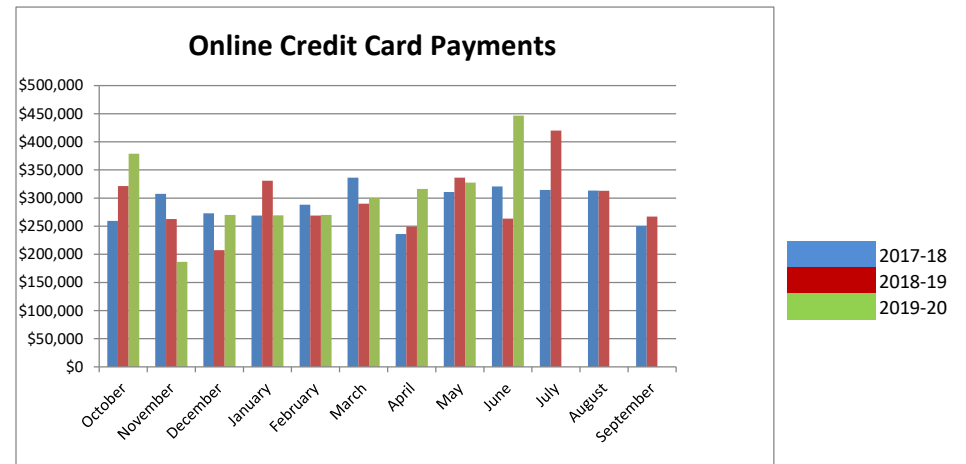
Grant Fund
6/30/2020

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	Waiting on reimbursement	
CDBG 43 & CDBG 44 Solar Lighting Project	\$ 326,155	-	-	326,155	\$ (293,600)	162,425	Reimbursement request #1 sent to the County	8/31/2020
Total Remaining Revenue				671,467				

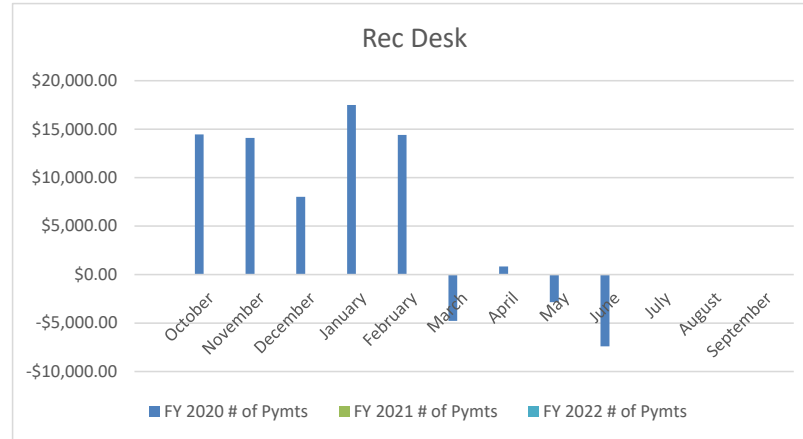
USDA Grant CRA
Grant Life Cycle
30-Jun-20

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	Revenue Received	Grant Status
USDA CRA Grant	248,872	-	248,872	\$ (194,963)		\$ 53,909	\$ 148,882	In progress
Total CRA Grant			<u>248,872</u>	<u>(194,963)</u>	<u>-</u>	<u>53,909</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	1,742	\$316,140
May	1,515	\$310,746	1,525	\$336,388	1,505	\$327,643
June	1,472	\$320,795	1,346	\$263,574	1,766	\$446,782
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		

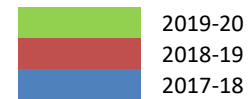
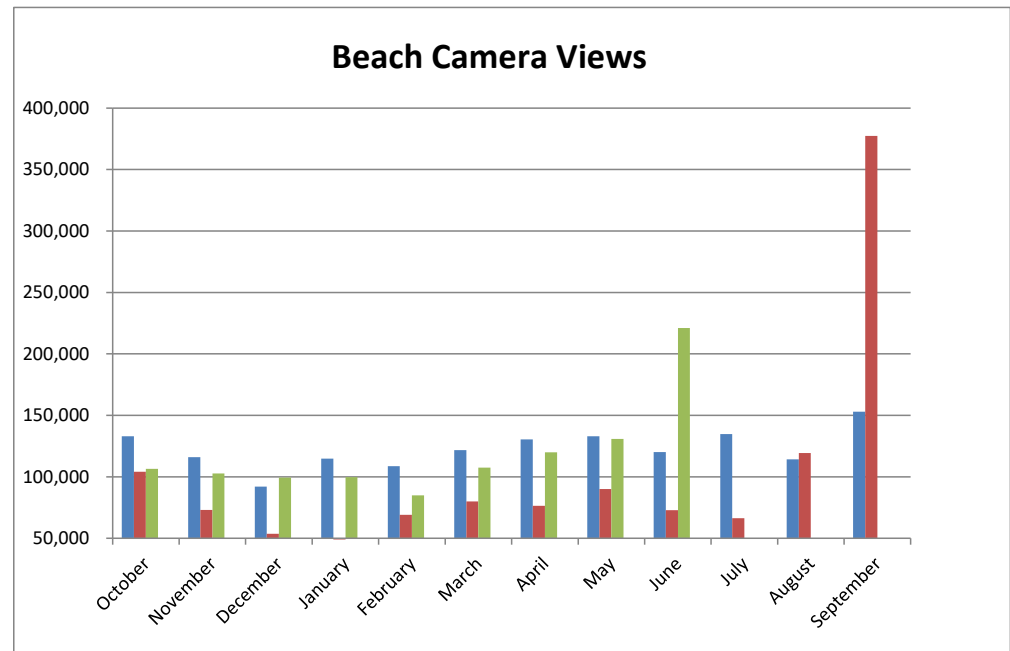


	FY 2020		FY 2021		FY 2022	
	<u># of</u>		<u># of</u>		<u># of</u>	
	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October	158	\$14,447				
November	94	\$14,092				
December	98	\$8,024				
January	150	\$17,493				
February	130	\$14,408				
March	143	-\$4,766				
April	23	\$844				
May	4	-\$2,843				
June	75	-\$7,413				
July						
August						
September						



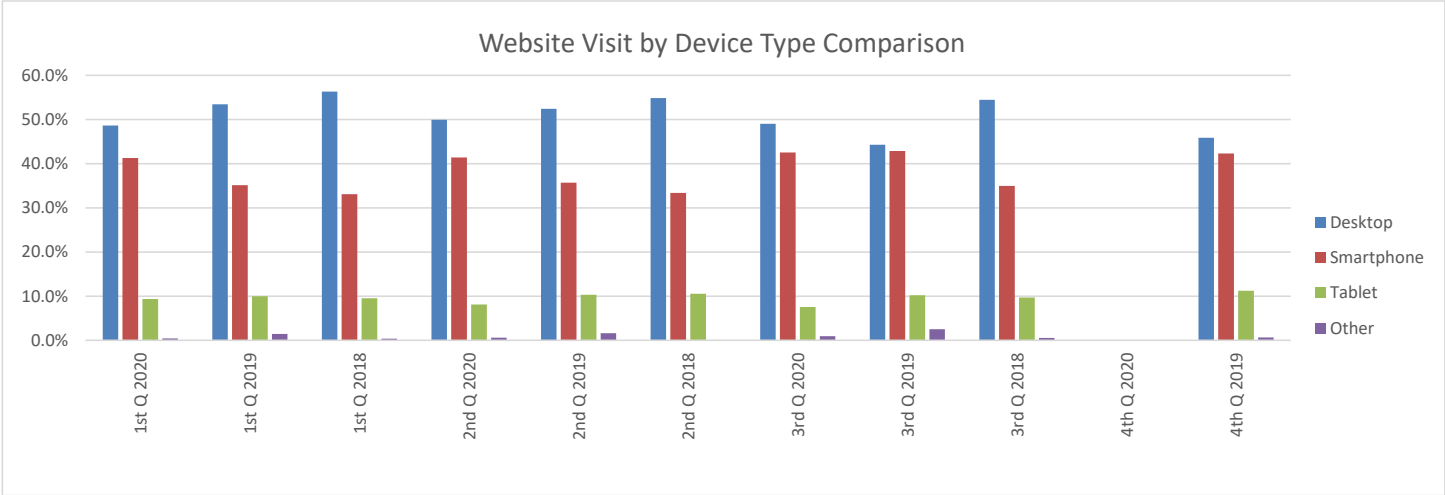
2019-20

	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	119,982
May	132,974	90,000	130,800
June	120,235	72,900	221,100
July	134,800	66,300	
August	114,188	119,400	
September	153,000	377,340	



Website Visit by Device Type Comparison

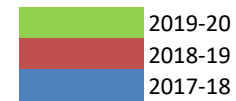
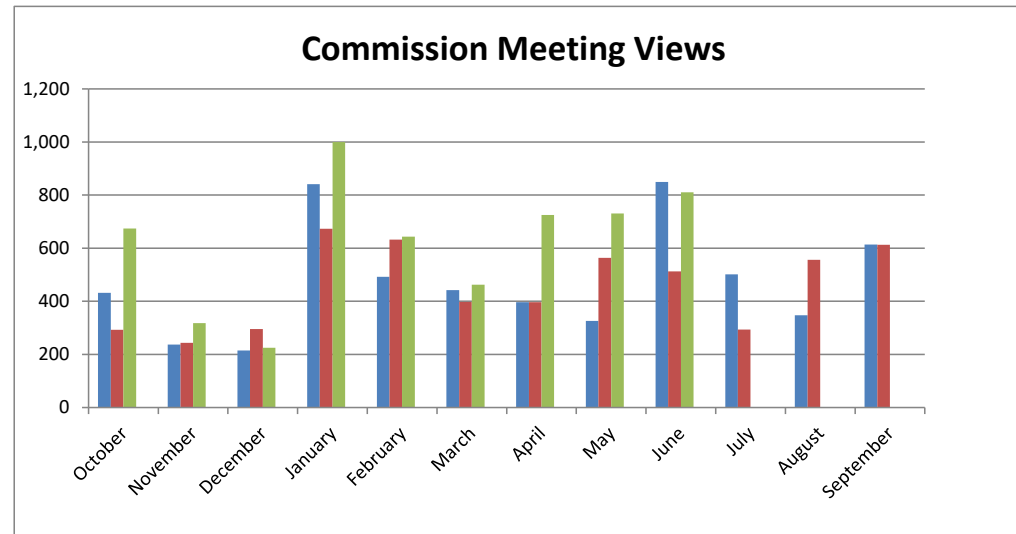
	1st Q 2020	1st Q 2019	1st Q 2018	2nd Q 2020	2nd Q 2019	2nd Q 2018	3rd Q 2020	3rd Q 2019	3rd Q 2018	4th Q 2020	4th Q 2019	4th Q 2018
Desktop	48.6%	53.4%	56.3%	49.9%	52.4%	54.9%	49.0%	44.3%	54.4%	0.0%	45.9%	52.1%
Smartphone	41.3%	35.1%	33.1%	41.4%	35.7%	33.4%	42.5%	42.9%	34.9%	0.0%	42.3%	37.2%
Tablet	9.3%	10.0%	9.5%	8.1%	10.3%	10.6%	7.6%	10.2%	9.7%	0.0%	11.2%	9.4%
Other	0.4%	1.4%	0.4%	0.6%	1.6%	0.1%	0.9%	2.5%	0.5%	0.0%	0.7%	0.9%



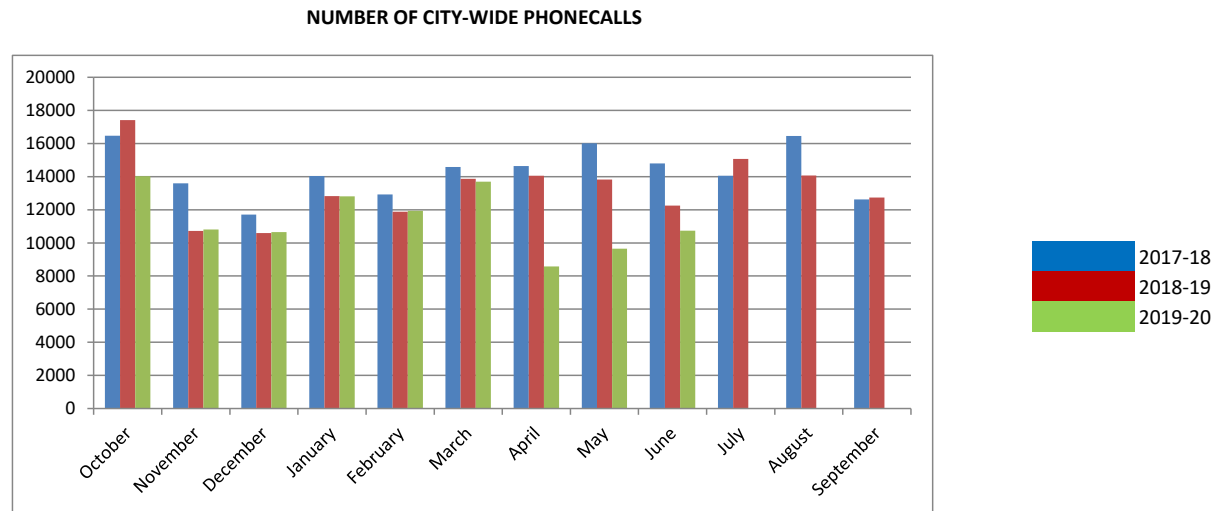
TikiLIVE & YouTube Channel

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	725
May	326	564	731
June	850	513	811
July	502	294	
August	348	556	
September	614	613	

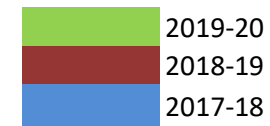
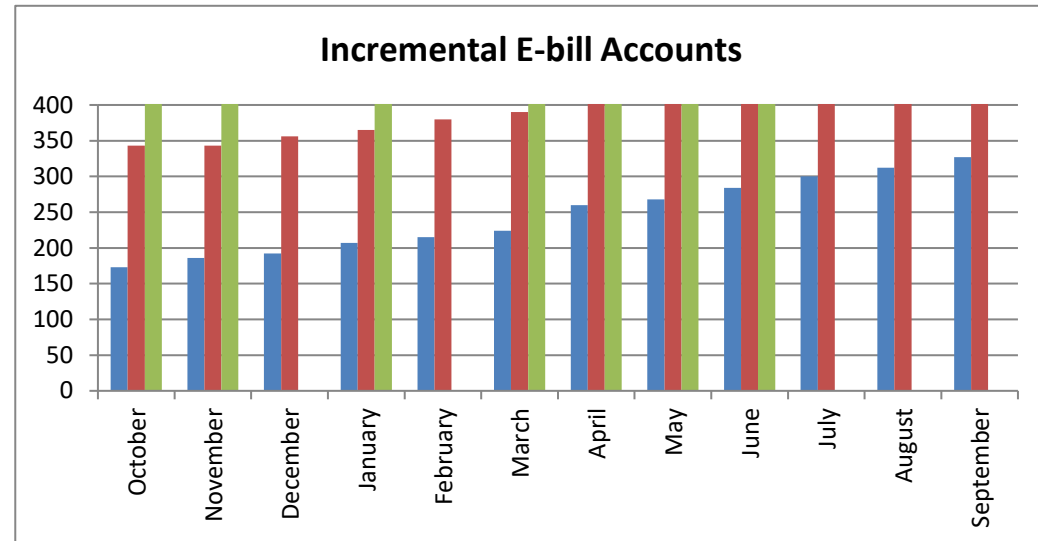


	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>
October	16,465	17,408	14,022
November	13,593	10,726	10,812
December	11,711	10,601	10,652
January	14,044	12,818	12,810
February	12,928	11,883	11,945
March	14,587	13,870	13,698
April	14,643	14,061	8,583
May	16,017	13,832	9,648
June	14,800	12,246	10,734
July	14,057	15,070	
August	16,456	14,064	
September	12,622	12,742	



Number of e-bill users by month

	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY20</u>
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	555
May	268	430	561
June	284	436	570
July	300	449	
August	312	464	
September	327	473	



Business Tax Receipt Activity - June 2020

Out of Business/Inactive	# of BTRs	Dollar Amount
Deborah Gene Kauffman DO	1	\$ 236.25
Francesann Ford MD	1	\$ 236.25
Kingsberg Medical	1	\$ 131.25
The Petite Acorn	1	\$ 330.50
Total Out of Business/Inactive	4	\$ 934.25

New Approved Applications	# of BTRs	Dollar Amount
ATD Pool and Spa	1	\$ 131.25
Cambria Company LLC	1	\$ 835.00
Dania Beach Housing Authority	1	\$ -
Paul D Calise	1	\$ 236.25
NTS Mikedon LLC	1	\$ 1,622.50
The Orbis Group LLC	1	\$ 315.00
Dania Airport Hotels LLC	1	\$ 1,506.25
Utest Material Testing Equipment	1	\$ 940.00
Vocal Art Studio Miami Inc	1	\$ 293.75
Total New Applications	9	\$ 5,880.00

BTR Status	# of BTRs	Total Dollar Amount
Open Renewals- Current Year	146	\$ 47,081.88
Paid Renewals	3,181	\$ 1,052,652.95
Total BTRs as of 06/30/2020	3,327	1,099,734.83 **

**includes license fee, fire inspection & solid waste registration

Miscellaneous Billing Invoice Aging Report

Aging Date 06/30/2020

Report By Invoice Type

Description		Current	1-30	31-60	61-90	90+	Total
Invoice Type - CEM - Cemetery							
		.00	19,750.00	20,690.00	-	14,560.00	55,000.00
Cemetery Totals		\$0.00	\$19,750.00	\$20,690.00	\$0.00	\$14,560.00	\$55,000.00
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 - Oakbridge Townhomes	Annual Inspection FY 14	.00	.00	.00	.00	4,000.00	4,000.00
Miscellaneous FI Customers	Annual & Re-Inspections	.00	.00	6,780.00	.00	191,585.00	198,365.00
Fire Inspection Totals		\$0.00	\$0.00	\$6,780.00	\$0.00	\$208,885.00	\$215,665.00
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	11,340.00	.00	100.00	2,490.98	16,797.34	30,728.32
Miscellaneous Totals		\$11,340.00	\$0.00	\$100.00	\$2,490.98	\$37,039.34	\$50,970.32
Grand Totals							
		\$11,340.00	\$19,750.00	\$27,570.00	\$2,490.98	\$276,259.70	\$337,410.68

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 Repucblic Services	S & S National Waste AKA Bicon, Inc.	Sunshine Recycling Services	Panzarella Waste & Recycling Services	Great Waste	EZ Waste & Recycling	COASTAL WASTE & RECYCLING INC
Permit Application Fee	75.00	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		1,000.00	Monthly Activity
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	61,939.47
Jan	2,329.04	38,632.88	13,739.23	1,952.29		341.08	1,883.74	No Remittance	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	61,221.99
Mar	No Remittance	34,833.46	13,182.66	1,952.69	489.28	621.30	3,612.17	No Remittance	55,710.25
Apr	No Remittance	30,440.96	15,054.69	2,172.28	No Remittance	393.34	No Remittance	No Remittance	48,542.50
May	5,052.55	23,213.05	11,293.67	2,353.68	845.81	228.79	1,912.41	No Remittance	45,570.63
Jun	2,448.94	26,967.42	12,309.85	1,855.31	409.03	610.13	1,165.87	No Remittance	46,093.26
Jul									-
Aug									-
Sep									-
Total Mo. Franchise	21,605.51	327,698.29	117,572.87	22,332.35	3,811.66	4,325.37	12,539.04	-	3,421.03
Total Receipts	\$ 22,680.51	\$ 328,773.29	\$ 118,647.87	\$ 23,557.35	\$ 4,886.66	\$ 5,400.37	\$ 12,539.04	\$ 1,075.00	\$ 3,421.03
									\$ 520,981.12

Revenue Test
451,629.32 Current Rev to Date (from G/L)
69,351.80 Accrued Rev Oct & Nov

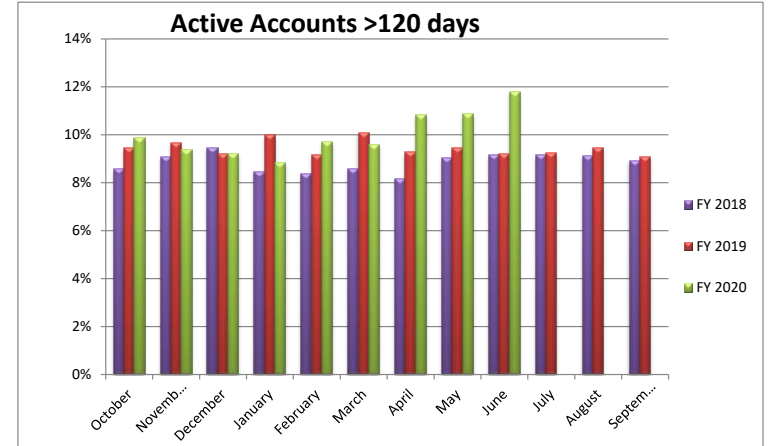
520,981.12

NOT submitting Report NOT submitting Report submitted Report submitted Report submitted Report NOT submitting Report NOT submitting Report NOT submitting Report

WATER & SEWER UTILITY AGING REPORT

ACTIVE ACCOUNTS

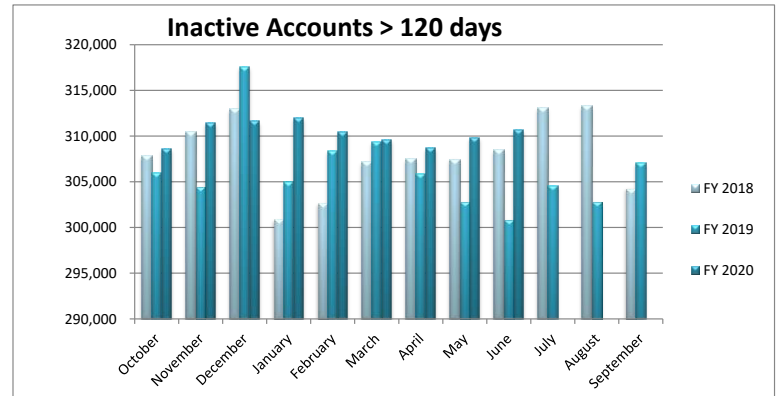
	FY 2018			FY 2019			FY 2020		
	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ
October	91,424	1,064,458	9%	95,365	1,010,211	9%	101,263	\$ 1,028,181	10%
November	96,028	1,058,118	9%	98,732	1,023,885	10%	102,632	1,094,606	9%
December	98,030	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%	107,366	991,898	11%
May	96,759	1,068,986	9%	107,545	1,135,444	9%	113,868	1,048,083	11%
June	98,087	1,069,688	9%	105,858	1,149,476	9%	127,306	1,078,705	12%
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%	\$ 107,161	\$ 1,073,688	10%



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	% +/-	
October	307,799	305,930	-1%	308,582	1%	
November	310,450	304,415	-2%	311,477	2%	
December	312,970	317,608	1%	311,598	-2%	
January	300,928	304,953	1%	311,938	2%	
February	302,687	308,340	2%	310,421	1%	
March	307,140	309,318	1%	309,600	0%	
April	307,535	305,857	-1%	308,699	1%	
May	307,444	302,754	-2%	309,813	2%	
June	308,454	300,799	-3%	310,711	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%	\$ 310,315	1%	



Water Fund
Monthly Utility Account Activity

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		Prior Yr.	# per Month	Prior Yr.			
2018-2019	2019-2020	2018-2019	2019-2020	2018-2019	2019-2020	# of Accts	2018-2019	2019-2020	# of Accts	2018-2019	2019-2020	2019-2020	2019-2020						
													5/8"	1"- 1/2"	2" and above	Total			
Oct	17,906.00	-	4,750.00	-	2,594.95	2,695.00	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	3,060.00	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	2,735.00	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	653.00	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	564.00	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	400.00	-	5	-	3	8	132	39	63
Apr	4,671.00	-	4,350.00	-	2,845.00	-	-	3,190.00	(30.00)	(1.00)	200.00	-	1	-	-	1	61	34	60
May	1,557.00	-	150.00	-	2,535.00	(5.00)	(1.00)	3,630.00	60.00	2.00	193.32	-	-	1	-	1	97	33	69
Jun	28,026.00	5,450.00	8,550.00	1,450.00	2,980.00	-	-	1,836.86	-	-	100.00	-	6	-	-	6	82	54	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	\$ 12,457	\$ 31,250	\$ 10,650	\$ 33,421	\$ 15,295	\$ 3,059	\$ 36,027	\$ 16,620	554	2,293	1,500	Yr-to-Date Total			80	784	388	736

7%

18%

7% of City's 4,850 accounts
become delinquent for this period...

18% of the delinquent accounts
are turned-off monthly for non-payment

City of Dania Beach

General Fund

Unassigned Fund Balance - - Contingency

Balance 10/1/19 Audited

(Uses) / Additions:

----- General Fund -----		
	<u>Contingency</u>	<u>Unassigned Fund Balance</u>
Balance 10/1/19 Audited	\$ 113,899	\$ 20,962,373
October	-	(691,069)
November	(41,000)	-
December	-	-
January	(47,410)	-
February	-	-
March	-	(22,912)
April	-	-
May	-	-
June	-	(29,350)
July	-	-
August	-	-
September	-	-
Sub-Total (Uses) / Additions	<u>(88,410)</u>	<u>(743,331)</u>
Sub-Total Available	25,489	20,219,042
<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>\$ 25,489</u>	<u>\$ 6,719,042</u>

\$ 25,489

General Fund

Analysis of
Fund Balance

	<u>Balance Per CAFR 10/1/19</u>	20,962,373	
Uses: #389-90-01			
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	(29,350)		Virgin Trains USA
July			
August			
September			
Total Uses (Sources)	<u>(743,331)</u>		
Estimated Balance Available 09/30/20	<u>\$ 20,219,042</u>		
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	<u><u>6,719,042</u></u>		