

**CITY OF DANIA BEACH CITY COMMISSION MEETING
FEBRUARY 9, 2021 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 Emergency Ordinance No. 2020-017, extended by Emergency Ordinance No. 2021-006, and City Manager’s Order Adopting Rules for Use of Communications Media Technology for Public Meetings During Health Emergency, related to conducting 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
February 9, 2021 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/1487865192>

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

+1(312)2630281
+1(470)8692200 (US East)
+1(646)3573664
+1(773)2319226 (US North)
+1(213)2505700
+1(346)9804201
+1(469)4450100 (US South)
+1(623)4049000 (US West)
+1(650)2424929
+1(720)9027700 (US Central)

Enter the meeting ID: 148-786-5192

To raise hand and be acknowledged to speak:

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

AGENDA
DANIA BEACH CITY COMMISSION
VIRTUAL REGULAR MEETING
TUESDAY, FEBRUARY 9, 2021 - 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. Introduction of new Assistant Director of Parks & Recreation by Eric Brown, Director of Parks & Recreation
2. Youth Advisory Council Presentation - Parks & Recreation

4. PROCLAMATIONS

1. Eating Disorders Awareness Week - Mayor James

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 January 26, 2021 Virtual City Commission Meeting

2. Travel Requests: None

3. RESOLUTION NO. 2021-014

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT FOR SERVICES TO BE PROVIDED BY CHEN MOORE AND ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES TO DESIGN THE SOUTHWEST 52ND STREET DRAINAGE PROJECT, AND TO EXCEED THE CITY'S ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) FOR FISCAL YEAR 2020-2021; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

4. RESOLUTION NO. 2021-015

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RETROACTIVE RENEWAL OF A SECOND AMENDMENT AGREEMENT FOR VARIOUS DEPARTMENTS TO UTILIZE ELECTRICAL CONTRACTING SERVICES WITH KILOWATT ELECTRIC COMPANY UNDER THE CITY OF CORAL SPRINGS CONTRACT ITB NUMBER 17-B-008F, VALID RETROACTIVELY FROM DECEMBER 31, 2020 THROUGH DECEMBER 31, 2022 AND TO EXCEED THE CITY'S ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) FOR THE TERM OF THE CONTRACT; AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

5. RESOLUTION NO. 2021-016

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RETROACTIVE RENEWAL OF A SECOND AMENDMENT AGREEMENT FOR VARIOUS DEPARTMENTS TO UTILIZE ELECTRICAL CONTRACTING SERVICES WITH IMPERIAL ELECTRICAL INC. UNDER THE CITY OF CORAL SPRINGS CONTRACT ITB NUMBER 17-B-008F, RETROACTIVELY FROM DECEMBER 31, 2020 THROUGH DECEMBER 31, 2022 AND TO EXCEED THE CITY'S ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) FOR THE TERM OF THE CONTRACT; AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

6. RESOLUTION NO. 2021-017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO AN AGREEMENT TO ENGAGE THE SERVICES OF PUBLIC UTILITIES MANAGEMENT AND PLANNING SERVICES, INC. ("PUMPS, INC.") BASED ON A NEWLY ESTABLISHED CCNA CONTRACT PURSUANT TO RFQ NO. 2020-005, FOR HYDRAULIC MODELING OF THE CITY'S WATER DISTRIBUTION SYSTEM IN THE AMOUNT OF SEVENTY THOUSAND DOLLARS (\$70,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7. RESOLUTION NO. 2021-018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AFFIRMING PARTICIPATION IN THE PROJECT PERTAINING TO NW 1 STREET FROM BRYAN ROAD TO US-1/SR 5; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

8. RESOLUTION NO. 2021-019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AFFIRMING PARTICIPATION IN THE N 22 AVENUE / SW 12 AVENUE FROM SHERIDAN STREET TO STIRLING ROAD PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE

DATE. *(Public Services)*

8. BIDS AND REQUESTS FOR PROPOSALS

9. PUBLIC HEARINGS

1. ORDINANCE NO. 2021-010

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REPEALING ORDINANCE 2004-019 WHICH IS CODIFIED AS SECTION 2-5 OF THE CODE OF ORDINANCES, ENTITLED “ADOPTION OF CIVIL SERVICE RULES”; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Human Resources)*

2. ORDINANCE NO. 2021-011

AN ORDINANCE OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 2, ENTITLED “ADMINISTRATION,” TO AMEND SECTION 2-1.2, ENTITLED “RESERVED” TO DEFINE THE TERM “CHAMBERS” FOR PURPOSES OF CITY COMMISSION MEETINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(City Attorney)*

3. ORDINANCE NO. 2021-012

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 13, ENTITLED “HEALTH AND SANITATION,” TO CREATE SECTION 13-11, ENTITLED “VIRTUAL PUBLIC MEETINGS” AUTHORIZING THE CITY MANAGER TO MAKE PROVISIONS FOR PUBLIC MEETINGS BY USE OF COMMUNICATION MEDIA TECHNOLOGY AND FOR ATTENDANCE BY USE OF SUCH TECHNOLOGY BY ELECTED AND APPOINTED OFFICIALS DURING PERIODS WHEN THE CITY MANAGER DETERMINES AND DECLARES A LOCAL PUBLIC HEALTH EMERGENCY OR OTHER CIRCUMSTANCES IN WHICH THE CITY COMMISSION DETERMINES IT IS NECESSARY TO PROTECT THE HEALTH AND SAFETY OF CITY OFFICIALS, CITY STAFF, AND THE PUBLIC FOR THE DURATION OF THE DECLARED PUBLIC EMERGENCY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(City Attorney)*

10. DISCUSSION AND POSSIBLE ACTION

1. Exploring Mobility Partnerships for Dania Beach - Mayor James

2. RESOLUTION NO. 2021-020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SPECIFICALLY RECOGNIZING “JUNETEENTH “AS A CITY HOLIDAY, WHICH IS CELEBRATED ON JUNE 19TH ANNUALLY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.
(Commissioner Lewellen)

3. RFP for food trucks for beach/ parks and City facilities - City Manager Garcia

4. Lawsuit involving the City and Dania Jai Alai - City Attorney Ansbro

11. COMMISSION COMMENTS

1. Commissioner Davis
2. Commissioner Lewellen
3. Commissioner Odman
4. Vice-Mayor Salvino
5. Mayor James

12. APPOINTMENTS

1. Airport Advisory Board
Mayor James - 2 appointments
Vice-Mayor Salvino - 2 appointments
Commissioner Davis - 2 appointments
Commissioner Lewellen - 2 appointments
Commissioner Odman - 2 appointments
2. Creative Arts Council Advisory Board
Mayor James - 1 appointment
Vice-Mayor Salvino - 1 appointment
Commissioner Davis - 1 appointment
3. Education Advisory Board
Vice-Mayor Salvino - 1 appointment
Commissioner Davis - 1 appointment
4. General Employees Pension Board
1 Commission Appointment for a term beginning June 22, 2020 and ending June 22,

2022

5. Green Advisory Board
 - Mayor James - 1 appointment
 - Vice-Mayor Salvino - 1 appointment
 - Commissioner Davis - 1 appointment
 - Commissioner Odman - 1 appointment
6. Marine Advisory Board
 - Mayor James - 1 appointment
 - Vice-Mayor Salvino - 2 appointments
 - Commissioner Davis - 2 appointments
7. Parks, Recreation and Community Affairs Advisory Board
 - Mayor James - 2 appointments
 - Vice-Mayor Salvino - 2 appointments
 - Commissioner Davis - 2 appointments
 - Commissioner Lewellen - 2 appointments
 - Commissioner Odman - 2 appointments
8. Planning & Zoning Board
 - 2 Alternate Appointments by Commission at large

13. ADMINISTRATIVE REPORTS

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

Tuesday, February 23, 2021 – 7:00 p.m.	City Commission Meeting
Thursday, February 25, 2021 – 10:00 a.m.	CRA Board Workshop
Saturday, March 6, 2021 – 10:00 a.m.	Strategic Plan Session
Tuesday, March 9, 2021 – 5:30 p.m.	CRA Board Meeting
Tuesday, March 9, 2021 – 7:00 p.m.	City Commission Meeting

14. ADJOURNMENT

Proclamation

OFFICE OF THE MAYOR • CITY OF DANIA BEACH, FLORIDA

WHEREAS, eating disorders affect 28.8 million Americans or 9% of the U.S. population during their lifetime; and

WHEREAS, eating disorders, including the specific disorders of anorexia nervosa, bulimia nervosa, binge eating disorder, avoidant/restrictive food intake disorder, and other specified feeding or eating disorders, are complex, biologically based illnesses; and

WHEREAS, eating disorders are associated with serious physical health consequences, including irregular heartbeats, heart disease and heart failure, kidney failure, osteoporosis, gastric rupture, tooth decay, obesity, gallbladder disease, diabetes, and death; and

WHEREAS, at least once every 52 minutes, someone dies as direct result of an eating disorder, resulting in 10,200 deaths per year and anorexia nervosa has the second highest mortality rate among all psychiatric illnesses; and

WHEREAS, eating disorders know no boundaries with respect to genders/gender identity, ages, races, ethnicities, body shapes and weights, abilities, sexual orientations, and socioeconomic statuses; and

WHEREAS, eating disorders have a high prevalence amongst active military services members and veterans; and

WHEREAS, the yearly economic cost of eating disorders is \$64.7 Billion with an additional loss of wellbeing per year of \$326.5 billion; and

WHEREAS, with early detection and intervention, full recovery from an eating disorder is possible; and

WHEREAS, The Alliance for Eating Disorders Awareness, a 501(c)(3) non-profit organization, is a leading, national eating disorders organization, headquartered in the State of Florida, dedicated to the outreach, education, support, and early intervention for all eating disorders.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Tamara James, Mayor of the City of Dania Beach, Florida, do hereby proclaim the week of February 22, 2021 to February 28, 2021 as

EATING DISORDERS AWARENESS WEEK

and February 26, 2021 to February 28, 2021 as:

NOT ONE MORE WEEKEND

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK



TAMARA JAMES
MAYOR

MINUTES OF VIRTUAL REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, JANUARY 26, 2021 – 7:00 P.M.

1. Call to Order/Roll Call

Mayor James called the meeting to order at 7:00 p.m.

Present:

Mayor:	Tamara James
Vice-Mayor:	Marco A. Salvino, Sr.
Commissioners:	Joyce L. Davis
	Lori Lewellen
	Lauren Odman
City Manager:	Ana M. Garcia, ICMA-CM
City Attorney:	Thomas Ansbro
City Clerk:	Thomas Schneider

2. Moment of Silence and Pledge of Allegiance

Mayor James called for a moment of silence followed by the Pledge of Allegiance to the United States Flag.

3. Presentations and Special Event Approvals

There were no presentations or special event approvals at this meeting.

4. Proclamations

There were no proclamations at this meeting.

5. Citizen Comments

Sumra Salame, 4392 SW 49th Court, spoke of a safety concern with traffic from SW 40th Avenue to State Road 7 that affects her residential neighborhood, and requested consideration of two speed humps and a 4-way stop. She is presently gathering signatures on a speed hump petition.

Mayor James asked that the Commission be included in her email when she submits the petition to staff.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, reported on recent criminal activity in the City, and addressed crime statistics and measures to combat increases. He also reported on domestic violence statistics and noted BSO is starting a Domestic Violence Awareness Program in Dania Beach, a proactive initiative with a goal to address and mitigate the problem. He addressed the bicycle patrol at the beach and the food giveaway event, in partnership with the Miami Dolphins Foundation, scheduled for February 10th.

Captain Sergio Pellecer, BSO District Fire Chief, gave an update on COVID-19 precautions and vaccination protocols and statistics for nursing homes and for residents who qualify.

7. Consent Agenda

7.1 Minutes:

Approve Minutes of January 5, 2021 Virtual Workshop - Artificial Reef Project Options

Approve Minutes of January 5, 2021 Virtual Workshop - Oak Hammock Tree Protection Overlay Ordinance

Approve Minutes of January 9, 2021 Strategic Plan Session

Approve Minutes of January 12, 2021 Virtual City Commission Meeting

7.2 Travel Requests: None

Resolutions

7.3 RESOLUTION #2021-010

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 THE OCEAN PARK DRAINAGE PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.4 RESOLUTION #2021-011

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR EXECUTIME SOFTWARE, RELATED HARDWARE, AND PROFESSIONAL SERVICES TO BE PROVIDED BY TYLER TECHNOLOGIES, INC. AND TO EXCEED THE CITY'S 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. *(Human Resources)*

7.5 RESOLUTION #2021-012

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT WITH

BROWARD COUNTY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.6 RESOLUTION #2021-013

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SUPPORTING FLORIDA SENATE BILL 596 AND COMPANION HOUSE BILL 6023 RELATING TO REPEAL OF FLORIDA STATUTE 163.045, TO ALLOW LOCAL GOVERNMENTS TO REGULATE MATTERS RELATING TO TREES LOCATED ON RESIDENTIAL PROPERTIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Commissioner Odman)*

Ordinances (Titles read by City Attorney)

7.7 ORDINANCE #2021-010

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REPEALING ORDINANCE 2004-019 WHICH IS CODIFIED AS SECTION 2-5 OF THE CODE OF ORDINANCES, ENTITLED “ADOPTION OF CIVIL SERVICE RULES”; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Human Resources)*

7.8 ORDINANCE #2021-011

AN ORDINANCE OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 2, ENTITLED “ADMINISTRATION,” TO AMEND SECTION 2-1.2, ENTITLED “RESERVED” TO DEFINE THE TERM “CHAMBERS” FOR PURPOSES OF CITY COMMISSION MEETINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(City Attorney)*

7.9 ORDINANCE #2021-012

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 13, ENTITLED “HEALTH AND SANITATION,” TO CREATE SECTION 13-11, ENTITLED “VIRTUAL PUBLIC MEETINGS” AUTHORIZING THE CITY MANAGER TO MAKE PROVISIONS FOR PUBLIC MEETINGS BY USE OF COMMUNICATION MEDIA TECHNOLOGY AND FOR ATTENDANCE BY USE OF SUCH TECHNOLOGY BY ELECTED AND APPOINTED OFFICIALS DURING PERIODS WHEN THE CITY MANAGER DETERMINES AND DECLARES A LOCAL PUBLIC HEALTH EMERGENCY OR OTHER CIRCUMSTANCES IN WHICH THE CITY COMMISSION DETERMINES IT IS NECESSARY TO PROTECT THE HEALTH AND SAFETY OF CITY OFFICIALS, CITY STAFF, AND THE PUBLIC FOR THE DURATION OF THE DECLARED PUBLIC EMERGENCY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(City Attorney)*

Commissioner Odman motioned to adopt the Consent Agenda; seconded by Commissioner Lewellen. The motion carried unanimously.

8. Bids and Requests for Proposals

There were no proposals on this agenda.

9. Public Hearings and Site Plans

9.1 ORDINANCE #2021-007

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA RELATING TO THE LAND DEVELOPMENT CODE (LDC); AMENDING CERTAIN PROVISIONS OF THE LDC TO FURTHER REFINE PROVISIONS RELATING TO (1) SIGHT TRIANGLES BY AMENDING SECTION 275-180, ENTITLED “SIGHT DISTANCE FOR LANDSCAPING ADJACENT TO STREET INTERSECTIONS AND POINTS OF ACCESS;” (2) EMERGENCY GENERATORS, BY AMENDING SECTION 285-10, ENTITLED “EMERGENCY GENERATORS IN RESIDENTIAL DISTRICTS;” PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Community Development)*

City Attorney Ansbro read the title of Ordinance #2021-007.

Corinne Lajoie, Assistant Director of Community Development, gave a brief overview of the text amendment. She provided clarification of emergency generators in residential areas.

Mayor James opened the Public Hearing.

Sumra Salame, 4392 SW 49th Court, questioned the specifics of the generators.

Assistant Director of Community Development Lajoie clarified there is no funding available for generators for private homes and a permit would need to be pulled. She addressed the size of fuel tanks.

Sean Ritterman, 5817 SW 36th Terrace, questioned the limitation on generator fuel tank size.

Assistant Director of Community Development Lajoie responded staff has not considered removing the fuel tank size limitation because these are residential lots with homes nearby.

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

Vice-Mayor Salvino motioned to adopt Ordinance #2021-007, on second reading; seconded by Commissioner Lewellen. The motion carried unanimously.

9.2 ORDINANCE #2021-008

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA RELATING TO THE LAND DEVELOPMENT CODE (LDC); AMENDING CERTAIN PROVISIONS OF THE LDC TO FURTHER REFINE PROVISIONS RELATING TO PAINTED SIGNS BY AMENDING SECTION 505-50, ENTITLED “PROHIBITED SIGNS” AND SECTION 505-90 ENTITLED “SIGNAGE REGULATIONS FOR THE MIXED-USE CRA FORM-BASED ZONING DISTRICTS (CC, SFED-MU, EDBB-MU, GTWY-MU, NBHD-MU); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Community Development)*

City Attorney Ansbro read the title of Ordinance #2021-008.

Corinne Lajoie, Planning & Zoning Manager, gave a brief overview of the text amendment.

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

Vice-Mayor Salvino motioned to adopt Ordinance #2021-008, on second reading; seconded by Commissioner Lewellen. The motion carried unanimously.

9.3 ORDINANCE #2021-009

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA RELATING TO THE LAND DEVELOPMENT CODE (LDC); AMENDING CERTAIN PROVISIONS OF THE LDC TO FURTHER REFINE PROVISIONS RELATING TO PUBLIC HEARING NOTICES BY AMENDING SECTION 610-20, ENTITLED "TABLE OF PUBLIC NOTICE REQUIREMENTS"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Community Development)*

City Attorney Ansbro read the title of Ordinance #2021-009.

Corinne Lajoie, Planning & Zoning Manager, gave a brief overview of the text amendment.

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

Commissioner Odman motioned to adopt Ordinance #2021-009, on second reading; seconded by Commissioner Lewellen. The motion carried unanimously.

9.4 ORDINANCE #2021-003

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING ARTICLE 826 ENTITLED "OAK HAMMOCK TREE PROTECTION OVERLAY" UNDER THE CITY'S LAND DEVELOPMENT CODE (LDC) OF THE CITY OF DANIA BEACH CODE, AND APPROVING THE APPLICATION REQUEST (TX-065-20), MADE BY THE CITY OF DANIA BEACH TO CREATE A ZONING OVERLAY FOR THE GENERAL VICINITY OF THE RESIDENTIAL LOTS ON SW 36 TERRACE, SW 37 AVENUE AND SW 37 TERRACE, STRETCHING FROM STIRLING ROAD NORTH FOR APPROXIMATELY 1,280 LINEAR FEET, TO THE END OF THE STREETS, AND INCLUDES APPROXIMATELY 30 GROSS ACRES AND 74 PARCELS, IN THE CITY OF DANIA BEACH, FLORIDA, WHICH PROPERTY IS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; PROVIDING FOR AN OAK HAMMOCK TREE PROTECTION OVERLAY FOR THE AREA IDENTIFIED IN ORDER TO PROTECT THE OF THIS UNIQUE OAK HAMMOCK FOREST COMMUNITY, SUBJECT TO CERTAIN STANDARDS AND RESTRICTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Community Development)*

City Attorney Ansbro read the title of Ordinance #2021-003.

Corinne Lajoie, Assistant Director of Community Development, gave a presentation on the tree protection overlay. She noted Exhibit A should be eliminated from the ordinance and two properties outside this neighborhood should be eliminated from the legal description if this ordinance is approved on second reading.

Commissioner Odman asked for clarification of pending state legislation.

Eve Boutsis, Assistant City Attorney, addressed the House and Senate bills to repeal state regulation of trees in residential neighborhoods. She also addressed the Resolution in support of these bills that was adopted on the Consent Agenda.

Mayor James opened the Public Hearing.

Michael Jofe, 5880 SW 37th Terrace, noted recent removal of trees in the neighborhood, and spoke in favor of the zoning overlay ordinance.

Stephanie Jofe, 5880 SW 37th Terrace, spoke in support of the ordinance.

Jim Rizzo, 5821 SW 37th Avenue, spoke in support of the oak hammock tree ordinance.

Steve Kaufman, 5690 SW 37th Lane, spoke in favor of the tree ordinance.

Elias Bichachi, 5910 SW 37th Avenue, spoke in support of the overlay ordinance.

Harvey Sepler, 5840 SW 37th Terrace, spoke in favor of the tree ordinance.

Sean Ritterman, 5817 SW 36th Terrace, thanked the Commission for all the time they have put into this.

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

Commissioner Odman noted State Senator Farmer and Broward County Mayor Geller both support this ordinance, as well as the City Attorney and Assistant City Attorney. She has heard of other cities that want to model their own ordinance off ours. She said the ordinance would provide protection to this area and asked the Commission to pass it on second reading, which would be in line with priorities agreed to at the strategic plan session.

Commissioner Lewellen asked if the trees removed were removed with or without a permit.

City Manager Garcia responded we opened a code case for investigation.

Assistant City Attorney Boutsis addressed the disputes between arborists. She felt the ordinance would not have prevented this removal; you cannot prevent bad actors.

Commissioner Lewellen noted her biggest concern is that she feels like this has divided this neighborhood; she does not know if adopting this ordinance will make that big of a difference, but it will divide the neighborhood more. Every time a tree is cut down, it would create a fuss.

Vice-Mayor Salvino said we all want to protect the oak trees and keep the area beautiful, but he has a problem with affecting only two or three streets. Under the landscape ordinance, there will still be trees cut down. This should have been presented as a citywide ordinance, though that also would go against state law. We should not go against state rule and we should include the whole City.

Commissioner Davis thanked the residents who contacted her; this is truly a precious area that deserves to be protected. The one thing the ordinance does not do is to stop the bad actors, which is what she requires it to do. She wants to protect the trees and supports the state effort to repeal the law.

Mayor James noted it does not matter whether it is the law, this will not stop those breaking the law. It will not stop them from cutting trees down, but will hold them accountable, which is important to her. With the ordinance, we would be allowed to fine them. She drew comparisons with the plastic straw ordinance and added the Commission has the power to exercise their authority. She noted the ordinance could be revisited if more areas should have been included. Divisiveness will be there with or without the ordinance. The removal last week pushed her to a decision; we must preserve the earth we are living on.

Commissioner Odman addressed Vice-Mayor Salvino's question about other cities wanting to model their ordinance after ours. She also addressed the plastic straw ban and how widespread the ban has become engrained in the culture. She questioned if the ordinance is something that could have a re-evaluation done to it in a year or so.

Assistant City Attorney Boutsis felt the ordinance could be revisited in a year or so. She clarified what the state law says and addressed the nuances of the law and the ordinance.

Commissioner Odman felt this is a step in the direction of the goal of protecting something identified by an expert as unique and worthy of extra effort for preservation. She asked again if the ordinance could be amended to be re-visited in 12 months.

City Attorney Ansbro noted language could be included in the ordinance to make it effective for one year.

Commissioner Lewellen questioned the process now and under the ordinance if there is a violation and appeal.

Assistant City Attorney Boutsis responded it would be an evidentiary hearing before the Special Magistrate and possibly before Broward County Court. She further explained the details of the ordinance and the penalties involved.

Commissioner Lewellen felt this ordinance should apply to the entire City since there are other areas in the City that need protection.

Commissioner James noted she is okay with expanding the ordinance to every place that has oak hammocks. She reiterated her feeling about accountability.

Commissioner Davis asked what the additional fines are.

Commissioner Odman noted she supports including language in the ordinance for a one-year mark to re-evaluate it and for expanding the area covered.

Assistant City Attorney Boutsis reviewed the fines required by the ordinance.

Commissioner Odman motioned to adopt Ordinance #2021-003, on second reading, as amended, to be effective for one year from adoption, and to include the changes recommended by staff; seconded by Mayor James. The motion carried on the following 4-1 Roll Call vote:

Commissioner Davis	Yes	Vice-Mayor Salvino	No
Commissioner Lewellen	Yes	Mayor James	Yes
Commissioner Odman	Yes		

Commissioner Lewellen requested City Manager Garcia get in touch with our lobbyist in Tallahassee regarding proposed legislation to repeal State law to allow local governments to regulate matters relating to trees.

10. Discussion and Possible Action

There were no discussion items on this agenda.

11. Commission Comments

11.1 Commissioner Davis

Commissioner Davis spoke about two events she recently attended; the Fantasy and Inspired Arts event at the WMODA museum, which was a partnership with Mr. Evan Snow with the 1000 Mermaids project, and that allowed local girls to meet a real mermaid. She thanked the community for coming together for the MLK event at Olsen Middle School; it united the community by providing service to our students and their families.

11.2 Commissioner Lewellen

Commissioner Lewellen spoke about the Night Market and Car Show events at Dania Pointe. She noted the events brought a lot of people to Dania Beach and it did not cost the City anything.

Commissioner Lewellen addressed the balloon releases and noted they are horrible for the environment. We need to educate the community and make them aware there are rules.

Commissioner Lewellen noted the County Commission passed an ordinance today regarding Juneteenth. This is becoming more and more prominent. The County is making it a day of celebration and education, but there is no reason why Dania Beach cannot make it a paid holiday for employees. She asked the City Attorney to draft a resolution and bring it back under Discussion and Possible Action at the next meeting.

11.3 Commissioner Odman

Commissioner Odman asked about the status of a vendor selling on the beach.

City Manager Garcia noted we would have to do an RFQ for food trucks on the beach; we could bring documentation forward to the next meeting under Discussion and Possible Action.

Commissioner Odman commented on graffiti around the City and questioned what is being done about it since it has increased. She also commented on illegal signage.

City Manager Garcia said we have a global game plan; this will not be piecemeal, and it will be addressed in the budget. We will bring a short-term plan to address the current increase in graffiti and illegal signage to the second meeting in February.

Commissioner Odman confirmed the staff liaisons to City boards were advised virtual meetings could be held if they choose to do so and requested that appointments be advertised on the website and social media.

11.4 Vice-Mayor Salvino

Vice-Mayor Salvino requested an email be sent to the Commission listing board openings and who is currently serving on the boards.

11.5 Mayor James

Mayor James spoke of the MLK event and noted it had a powerful educational program honoring Dr. King; it was a great day for the community.

Mayor James agreed with Commissioner Lewellen regarding the community needing to be educated on the environmental hazards of the balloon releases and creating an educational component to bring awareness and start a dialogue with residents to discourage the act.

Mayor James noted she would like the City to put on a talent show in partnership with the schools to showcase the arts and bring cultural awareness. She suggested a citywide field day when things open back up to bring families together.

12. Appointments

- 12.1 Airport Advisory Board
- 12.2 Creative Arts Council Advisory Board
- 12.3 Education Advisory Board
- 12.4 General Employees Pension Board
- 12.5 Green Advisory Board
- 12.6 Marine Advisory Board
- 12.7 Parks, Recreation and Community Affairs Advisory Board
- 12.8 Planning & Zoning Board

There were no appointments at this meeting.

13. Administrative Reports

13.1 City Manager

City Manager Garcia noted she is excited about the leadership of this Commission. No matter what the holiday, we need to do a better job of working with our schools in educating residents. She reviewed the information included in the agenda packet, including grant money we received for storm drainage, and presented a check for \$200,000 from Dania Pointe. She thanked the Commission for their strategic master plan session and provided dates for the second session which would be a 5-hour session.

Discussion ensued regarding a tentative date for the strategic plan session.

City Manager Garcia noted she would check with the consultant whether a Saturday in February (except February 13th) or March would be available. If not available, the Commission tentatively agreed to March 4th from 2:00 p.m. to 7:00 p.m.

City Manager Garcia advised the ribbon cutting for the police substation at Dania Pointe is scheduled for February 18th at 5:30 p.m.

City Manager Garcia reported on a conference call with CRA Director Chen, along with contacts from Broward College and Dania Pointe, regarding a cultural event concert in April.

13.2 City Attorney

City Attorney Ansbro addressed the lawsuit involving the City and Dania Jai Alai, noting that an evidentiary hearing before a Broward County Circuit Judge has been set and all available funds

for the City's defense costs have been expended. He will bring a memo to, and outside counsel will be available for, the next meeting.

13.3 City Clerk - Reminders

Tuesday, February 9, 2021 - 5:30 p.m.

CRA Board Meeting

Tuesday, February 9, 2021 - 7:00 p.m.

City Commission Meeting

Tuesday, February 23, 2021 - 7:00 p.m.

City Commission Meeting

14. Adjournment

Mayor James adjourned the meeting at 9:05 p.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT FOR SERVICES TO BE PROVIDED BY CHEN MOORE AND ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES TO DESIGN THE SOUTHWEST 52ND STREET DRAINAGE PROJECT, AND TO EXCEED THE CITY'S ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) FOR FISCAL YEAR 2020-2021; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

C-MEMO-SW52ST-DRAINAGEDESIGN-C-MOORE-020921, R-2021- Chen Moore Professional Engineering Services for Design of SW 52nd Street Drainage Project and to Exceed \$25K, 201124 Dania SW 52 St Scope of Services complete



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: February 9, 2021

TO: Honorable Mayor and Commissioners

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

FROM: Fernando J. Rodriguez, Public Services Director

RE: APPROVAL OF A RESOLUTION TO PROCURE PROFESSIONAL ENGINEERING SERVICES FROM CHEN MOORE AND ASSOCIATES FOR SW 52 STREET DRAINAGE PROJECT DESIGN AND TO EXCEED THE CITY'S \$25,000 THRESHOLD LIMIT

Request

The Public Services Department (PSD) requests approval of a resolution to issue a work order for professional services from Chen Moore and Associates for the design of the SW 52nd Street Drainage Project in the amount of \$75,850.

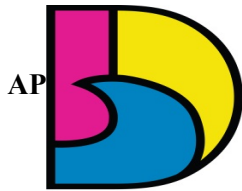
Background

Chen Moore and Associates was one of fifteen firms chosen as an engineering consultant for continuing services under RFQ 20-005, per the Consultants Competitive Negotiation Act (CCNA). The City Commission approved the list on January 12, 2021, with Resolution 2021-007. PSD is requesting Commission approval to exceed the City's \$25,000 annual vendor threshold for 2021.

On December 8, 2020, PSD presented new stormwater projects to the Dania Beach City Commission. Included in the presentation was the SW 52nd Street Drainage Project. The Commission authorized the project along with the others presented at that meeting.

In 2018, PSD contracted with Chen Moore and Associates (CMA) to study drainage solutions in a limited area covering east of SW 40 Avenue and south of Griffin Road. CMA completed the Southwest Area Stormwater Study Final Report that year, and included the SW 52nd Street Drainage Project in the document. This project was identified as a separate project to follow the SW 43rd Terrace Drainage Project's construction, as a type of second phase. The SW 43rd Terrace Drainage Project, which is funded by the Broward County Transportation Surtax dollars, is expected to be started late this spring. Authorizing the design of the SW 52nd Street component at this time will allow for this phase to seamlessly follow as part of the larger SW 43rd Terrace project.

\continued...



AP

**RESOLUTION TO PROCURE PROFESSIONAL ENGINEERING SERVICES
CHEN MOORE AND ASSOCIATES AND TO EXCEED THE CITY'S \$25,000
HOLD LIMIT FOR SW 52 STREET DRAINAGE PROJECT**

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

page 2 of 2

CMA has provided the PSD a proposal for professional planning and design services for the SW 52nd Street Stormwater Improvements at a cost of \$75,850. The proposal is attached.

Budgetary Impact

The Stormwater Capital Budget provides funding for the SW 43 Terrace Drainage Project. Since Broward Transportation Surtax will fund the construction of the SW 43 Terrace Drainage Project, funds are available in Account No. 403-38-31-538-63-10 for the SW 52 Street Drainage Project-Design in the amount of 75,850.

Recommendation

It is recommended that the City Commission adopt the resolution to procure professional engineering services from Chen Moore and Associates to design the SW 52nd Street Drainage Project and exceed the City's \$25,000 vendor threshold limit.

RESOLUTION NO. 2021-014

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT FOR SERVICES TO BE PROVIDED BY CHEN MOORE AND ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES TO DESIGN THE SOUTHWEST 52ND STREET DRAINAGE PROJECT, AND TO EXCEED THE CITY'S ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) FOR FISCAL YEAR 2020-2021; 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

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 at Twenty-Five Thousand Dollars (\$25,000.00) for a vendor each fiscal year; and

WHEREAS, the Public Services Department and other City departments will purchase engineering services from Chen Moore and Associates ("CMA") during the fiscal year, which may exceed the annual Twenty Five Thousand Dollars (\$25,000.00) City threshold for a single vendor and therefore, City Commission approval is required; and

WHEREAS, CMA was chosen as one of fifteen firms approved as an engineering consultant for a continuing contract services ("CCNA") by the City Commission on January 12, 2021, pursuant to City RFQ No. 20-005, authorized under Resolution No. 2021-007: and

WHEREAS, the City has determined that the Southwest 52nd Street area is in need of drainage improvements and the Public Services Department Director has determined that CMA is best able to provide professional engineering services to design the needed drainage improvements; and

WHEREAS, CMA has provided the Public Services Department a proposal for professional planning and design services for the SW 52nd Street Stormwater Improvements at a cost of Seventy Five Thousand Eight Hundred Fifty Dollars (\$75,850.00);

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

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

Section 2. That the City Commission authorizes the purchases of professional services from CMA exceeding the annual amount of Twenty-Five Thousand Dollars (\$25,000.00) purchase threshold for a single vendor for Fiscal Year 2020-2021.

Section 3. That all Department purchases shall be subject to and made within the approved level of their respective annual budget appropriations and in accordance with the City of Dania Beach Purchasing Policy for each fiscal year.

Section 4. That the City Commission authorizes the purchases of professional services from CMA in the amount of Seventy-Five Thousand Eight Hundred Fifty Dollars (\$75,850.00) to design the Southwest 52nd Street Drainage Project; funds are available in the Stormwater Capital Projects Account No. 403-38-31-538-63-10.

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 February 9, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



November 23, 2020

City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004
ATTN: Dincer Ozaydin

**Subject: SW 52nd Street Stormwater Improvements
Scope of Services for Professional Planning and Design Services**

Dear Mr. Ozaydin:

Chen Moore and Associates (CMA) is pleased to submit the attached Agreement for Professional Services and Scope of Services to provide professional services on the SW 52nd Street Stormwater Improvements. CMA will provide site investigation, engineering design services, regulatory permitting, bidding assistance and construction engineering services for this stormwater improvement project.

PROJECT INTRODUCTION

The general boundaries of the project area are along SW 52nd Street from SW 40th Avenue west to US 441, displayed in Figure 1 – Location Map. The neighborhood is composed of residential single-family homes with limited existing drainage infrastructure on SW 40th Avenue. Portions of the roadway are low lying and are not interconnected to the existing drainage system, causing severe flooding within the roadway. City has received resident complaints of flooding along this roadway.

CMA will prepare construction documents for recommended improvements for this SW 52nd Street, which is displayed in Figure 2 – Recommended Improvements. The proposed improvements will include the interconnection to the proposed drainage improvements on SW 43rd Avenue that CMA has designed and permitted. SW 43rd Terrace stormwater improvements project is currently pending an agreement with the County before construction may occur. At this time, CMA will design the improvements on SW 52nd Street and include these improvements within the SW 43rd Terrace stormwater improvements project. The City will coordinate with the grant agency to determine if these projects are able to be combined and will advise CMA. In the event these projects are unable to be combined, CMA will prepare the SW 52nd Street stormwater improvements separately from the completed SW 43rd Terrace stormwater improvement project. CMA will proceed with the detailed design, regulatory permitting, bidding assistance and construction engineering services for the recommended stormwater improvements according to the scope of services outlined within the following sections.

SCOPE OF SERVICES

Task 1: Site Investigation Task

Task 1.1 Topographic Survey

CMA shall retain a licensed surveyor to complete the topographic survey of the project limits within SW 52nd Street Stormwater Improvements. The surveyor will be responsible for providing the topographic survey of the project limits in PDF and CAD formats along with any signed and sealed surveys required during the permitting process. CMA shall coordinate directly with the surveyor to ensure all appropriate data is gathered during the completion of the topographic survey. CMA shall review topographic data upon completion of the survey and

provide any comments to the surveyor if necessary. CMA shall update the CAD settings of the topographic survey as necessary and incorporate survey information into the base plans for the project. CMA shall complete this task within 30 calendar days from the issuance of the Notice to Proceed by the City. All work under this task will be billed on a lump sum basis.

Task 1.2 Subsurface Utility Verification

CMA shall retain a subsurface utility engineering consultant to conduct up to 10 utility testholes to confirm the location of any existing underground utilities within the project limits. The completion of utility testholes will be necessary to avoid conflicts between the proposed underground improvements and any existing underground utility infrastructure within the public right of way. CMA shall review the utility testhole report upon completion and provide any comments to the subsurface utility engineering consultant if necessary. CMA shall incorporate the existing underground utilities into the base plans for the project based on the information included within the utility testhole reports. CMA shall complete this task within 30 calendar days from the issuance of the Notice to Proceed by the City. All work under this task will be billed on a lump sum basis.

Task 1.3 Geotechnical Investigation

CMA shall retain a geotechnical engineering firm to acquire the relevant soils information required to estimate subsurface soil conditions, soil infiltration rates, and soil permeability, which is necessary to properly design the proposed improvements within SW 52nd Street Stormwater Improvements. This task includes the completion to two Standard Penetration Test (SPT) soil borings to verify the subsurface soil conditions within SW 52nd Street Stormwater Improvements. CMA shall complete this task within 30 calendar days from the issuance of the Notice to Proceed by the City. All work under this task will be billed on a lump sum basis.

Task 1.4 Document Research/Review

CMA shall review all available topographic surveys, atlases, design drawings, record drawings, shop drawings, permit documents, reports and/or master plans relevant to the SW 52nd Street project limits. CMA will use this information to determine and verify the configuration of existing conditions along with any limitations on the proposed improvements. CMA will also review all plat maps for the project areas to confirm the presence of any utility easements. CMA shall contact the Sunshine State One Call Service to determine the existing utilities which are located in the project area. As necessary, CMA will coordinate directly with all utility providers with existing infrastructure within the project area to obtain any available system maps. CMA shall incorporate the approximate location of all existing underground utilities into the design plans based on any available drawings. CMA shall complete this task within 30 calendar days from the issuance of the Notice to Proceed by the City. All work under this task will be billed on a lump sum basis.

Task 1.5 Project Site Visits

CMA shall perform necessary site visits to the project area to verify the impact of the existing conditions on the configuration of the proposed improvements. CMA shall walk the entire site within the SW 52nd Street project limits and obtain photographs of all potential obstructions and encroachments that may impact the proposed improvements. CMA will conduct site visits to confirm the accuracy of the topographic survey and to identify any potential impacts on the proposed improvements. As necessary, CMA shall conduct site visits throughout the design process to confirm and inspect the existing conditions from the issuance of Notice to Proceed by the City until the completion of the 100% Design Submittal. All work under this task will be billed on a lump sum basis.

Task 2: 60% Design Submittal Task

CMA will prepare and submit 60% design project documents for SW 52nd Street Stormwater Improvements to the City for review and approval. All work under this task will be billed on a lump sum basis. The project documents for this task shall include the following items:

- Design Plans – CMA will prepare 60% design drawings, which will consist of the existing condition plans, stormwater plans (plan view only), paving and grading plans, pavement markings and signage plans and any relevant detail drawings.
- Cost Estimate – CMA will prepare a preliminary cost estimate of the probable construction costs which will reflect the proposed work included within the 60% Design Submittal.

In addition to plan development, CMA shall develop an updated ICPR4 stormwater model to conduct a more detailed analysis of the project area. CMA will subdivide the project area into multiple drainage basins to allow for the more detailed analysis of the project area. CMA will tabulate the model parameters of the relevant nodes and links within the stormwater model to reflect the basin boundaries within the project area. CMA will run the updated stormwater model to obtain peak flood stages, flood durations, and peak discharges for the existing conditions within the project area. CMA will also use the stormwater model to assess the effectiveness of the potential system improvement. CMA will utilize this stormwater model during the permitting phase of the project.

CMA shall be responsible for all civil engineering design services necessary to prepare the 60% Design Submittal. CMA shall be responsible for the preparation of existing conditions plans, stormwater plans, paving and grading plans, and pavement markings and signage plans within the 60% Design Submittal. CMA shall submit 60% design plans to the City for review within 30 calendar days from the completion of Task 1 – Site Investigation.

Task 3: 90% Design Submittal Task

CMA will prepare and submit 90% design project documents for SW 52nd Street Stormwater Improvements to the City for review and approval. All work under this task will be billed on a lump sum basis. The project documents for this task shall include the following items:

- Design Plans – CMA will prepare these 90% design drawings, which will consist of the existing condition plans, stormwater plans, paving and grading plans, pavement markings and signage plans, landscape restoration and any relevant detail drawings.
- Technical Specifications – CMA will prepare technical specifications for the proposed work included within the 90% Design Submittal.
- Cost Estimate – CMA will prepare a cost estimate of the probable construction costs which will reflect the proposed work included within the 90% Design Submittal.

CMA shall be responsible for all civil engineering design services necessary to prepare the 90% Design Submittal. CMA shall be responsible for the preparation of existing conditions plans, stormwater plans, paving and grading plans, and pavement markings and signage plans within the 90% Design Submittal. CMA shall submit 90% design plans to the City for review within 30 calendar days upon the receipt of the City review comments on the 60% Design Submittal.

Task 4: Regulatory Permitting Task

CMA will obtain, review, and complete permit applications and will prepare backup documentation required by the regulatory permitting agencies. CMA will be responsible for coordination with all regulatory agencies during the permitting process. Upon the receipt of City review comments on the 90% Design Submittal, CMA will send the application forms to the City for signature along with requesting check(s) for all permit and application fees. CMA shall submit all required permit applications to the relevant regulatory agencies. The regulatory agencies typically complete their initial review within 30 calendar days after the permit submittal. Upon obtaining review comments from the regulatory agencies, CMA will revise applications, plans, and technical specifications as per comments from these regulatory agencies and re-submit to the regulatory agencies for permit approval. The permit approvals can be expected within 60 days of submittal to the regulatory agencies. All required permit approvals must be obtained from the regulatory agencies prior to submitting the 100% Design Submittal to the City. All work under this task will be billed on a lump sum basis.

CMA shall obtain the relevant surface water permits required for the proposed stormwater improvements within the project area. CMA shall submit permit application packages to the South Florida Water Management District (SFWMD) for an Environmental Resource Permit and to Broward County Environmental Protection and Growth Management (BCEPGM) for a Surface Water License as necessary. CMA shall also coordinate with Broward County Traffic Engineering Division for pavement marking and signage approval and SFWMD/BCEPGM for water use dewatering approval. CMA shall also coordinate with BC EPGM for any associated impacts to the existing trees. CMA shall update the stormwater plans based on any review comments received during the permitting process.

Task 5: 100% Design Submittal Task

CMA will prepare and submit 100% design documents for SW 52nd Street Stormwater Improvements to the City for review and approval. All work under this task will be billed on a lump sum basis. The project documents for this task shall include the following items:

- Design Plans – CMA will prepare these final design drawings, which will consist of the existing condition plans, stormwater plans, paving and grading plans, pavement markings and signage plans, landscape restoration and any relevant detail drawings.
- Technical Specifications – CMA will prepare the final technical specifications, which will include each discipline of the proposed work defined within the 100% Design Submittal.
- Cost Estimate – CMA will prepare a final cost estimate of the probable construction costs, which will reflect the proposed work defined within the 100% Design Submittal.
- Bid Schedule – CMA will prepare a final bid schedule, which will include all line items for the proposed work defined within the 100% Design Submittal.

CMA shall be responsible for all civil engineering design services necessary to prepare the 100% Design Submittal. CMA shall be responsible for the preparation of existing conditions plans, stormwater plans, paving and grading plans, and pavement markings and signage plans within the 100% Design Submittal. CMA shall submit 100% design plans to the City for incorporation into the bidding documents within 30 calendar days from the receipt of all permit approvals.

Task 6: Bidding Assistance

CMA will assist the City with the preparation of the bid advertisement and bid documents for SW 52nd Street Stormwater Improvements. CMA will attend the Pre-Bid Meeting and will answer all questions and clarifications from potential bidders that are technical in nature. CMA will respond to all written questions requesting clarification of the technical documents for this project. The City shall be responsible for bid advertisement, distribution of bid documents to interested bidders, processing all bid submittals, and verification that each bid submittal meets all Purchasing related requirements. CMA shall complete this task according to the schedule defined by the City for the bidding process.

CMA will review the final bid results and make a recommendation for bid award. CMA shall evaluate the qualifications and prior project performance of the low bidder. CMA shall prepare and submit a bid recommendation letter to the City. CMA shall complete this task according to the schedule defined by the City for the bidding process.

Task 7: Construction Engineering Services

Task 7.1 Shop Drawing Review

CMA will review all shop drawings submitted by the contractor prior to commencement of construction. CMA shall review and respond to each shop drawings within 5 work days of the submittal by the contractor. Upon review of each shop drawing, CMA will submit the shop drawings to City staff for their review and approval. CMA shall complete this task according to the schedule established for the contractor. All work under this task will be billed on a hourly not to exceed basis.

Task 7.2 Construction Meeting Attendance

CMA will attend one preconstruction meeting and up to 10 construction progress meetings with the contractor, City staff, and other project stakeholders over the construction duration. CMA will attend a walk-through inspection meeting to prepare a punch list at the substantial completion stage. CMA will attend a final inspection meeting to review the punch list for completion prior to final acceptance of the project. CMA shall complete this task according to the schedule established for the contractor. All work under this task will be billed on a hourly not to exceed basis.

Task 7.3 Respond to Requests for Information

CMA will review and respond to Requests For Information (RFI) from the contractor during construction operations. CMA shall review and respond to each RFI within 3 work days of the submittal by the contractor. As necessary, CMA shall prepare any documentation required to clarify issues included within a RFI from the contractor. CMA will review all pay applications from the contractor to verify the accuracy of their progress. CMA shall complete this task according to the schedule established for the contractor. All work under this task will be billed on a hourly not to exceed basis.

Task 7.4 Construction Inspections

CMA shall assist the City with the inspection of the project implementation during construction operations. CMA will be available to conduct site inspections of the work during construction operations throughout the construction duration. Construction inspection services defined within this task were estimated based on a

construction inspector on-site approximately 200 total hours, estimated to 10 hours per week times 20 weeks for the project. The fees for this task will be paid on an hourly not to exceed basis.

Task 7.5 Certification and Contract Closeout

CMA shall assist the CITY with the closeout of the contractor's contract. CMA shall review and approve all final documents submitted by the contractor, which will include the project as-built drawings. CMA shall update the Stormwater GIS Atlas based on the as-built drawings for the proposed stormwater improvements constructed under this project. CMA shall submit project certifications to the relevant regulatory agencies per permit requirements. CMA shall submit a project certification letter to the City upon the final acceptance of the project. All work under this task will be billed on a hourly not to exceed basis.

Task 8: Reimbursable Expenses

Task 8.1 Document Reproduction

CMA shall provide all document reproduction required for each project deliverable to the City and regulatory agencies as defined within the scope. All printing costs for deliverable will be reimbursed by the City at cost.

DELIVERABLES

CMA will provide the following deliverables at each submittal:

Design Plans:

- 3 half size sets (11"x17") at each submittal
- 1 digital copy (CAD format) at each submittal
- 1 digital copy (PDF format) at each submittal

Technical Specifications:

- 1 hard copy at each submittal
- 1 digital copy (PDF format) at each phase submittal

SCOPE ASSUMPTIONS

- The City will provide all available topographic surveys, atlases, design drawings, record drawings, shop drawings, permit documents, reports and/or master plans relevant to the project area.
- This scope does not include any services required for easement or right-of-way acquisitions.
- The City shall provide all required permit fees.
- The selected contractor will be responsible for obtaining any City Building Permit required for this project along with all related coordination and preparation of any backup documentation required for the City Building Permit. CMA will only be responsible for any revisions to the design plans required by the City of Dania Beach Building Department.
- The City will provide timely responses to information included within each submittal.
- The City shall be responsible for bid advertisement, distribution of bid documents to interested bidders, processing all bid submittals, and verification that each bid submittal meets all Purchasing related requirements.
- CMA will submit monthly invoices, which will be payable by Client within 30 days.
- The City will reimburse CMA for any document reproduction costs for all submittals to Client and to

regulatory agencies.

- Reimbursable expenses for mileage for any site visits have been included in the lump sum fees.
- Additional reimbursable expenses requested by the City outside of the items defined within scope, such as additional land surveying, geotechnical testing, utility testholes, laboratory testing, permit fees, additional document reproduction, or express delivery of documents, shall be invoiced at cost as defined in our contract agreement with the City.
- Any additional engineering services from CMA requested by the City outside of the items defined within scope will be billed at hourly rates according the attached Rate Schedule.

PROJECT SCHEDULE

CMA shall start work immediately upon receipt of Notice to Proceed and official authorization from the City of Dania Beach.

Task	Task Description	Duration
1	Site Investigation	30 days
2	60% Design Submittal	30 days
3	90% Design Submittal	30 days
4	Regulatory Permitting	60 days
5	100% Design Submittal	30 days
6	Bidding Assistance	N/A
7	Construction Engineering Services	N/A
8	Reimbursable Expenses	N/A

PROJECT FEES

CMA has prepared this proposal for the professional services necessary to accomplish this scope of services on this project. The total fees for this project are **\$120,040**, which are summarized within the table below:

Task	Task Description	Lump Sum Fees	Hourly NTE Fees
1	Site Investigation	\$29,610	N/A
2	60% Design Submittal	\$18,080	N/A
3	90% Design Submittal	\$12,600	N/A
4	Regulatory Permitting	\$6,020	N/A
5	100% Design Submittal	\$5,480	N/A
6	Bidding Assistance	\$3,560	N/A
7	Construction Engineering Services	N/A	\$44,190
8	Reimbursable Expenses	\$500	N/A
	Total:	\$75,850	\$44,190

Should you have any questions, please do not hesitate to contact me at my office at (954) 730-0707 – Extension 1030 or on my cell phone at (954) 818-5804 or send me an electronic message at jsmith@chenmoore.com

Respectfully submitted,

A handwritten signature in black ink that reads "Jennifer Smith". The script is cursive and elegant, with the first letters of each name being capitalized and prominent.

CHEN MOORE AND ASSOCIATES
Jennifer Smith, PE
Senior Engineer

EXHIBIT A

GENERAL CONDITIONS/PROVISIONS

These general conditions are attached and made part of proposals and Agreements for services rendered by Chen Moore and Associates (CMA), 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 this Agreement. Any services not specifically outlined in this 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 as 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 shall be the individual designated for the authorized signature. 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 shall be submitted to the Client by Consultant based on percentage complete for each project task. 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.
- 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 shall be made in the full amount of the invoice.
- 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.

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 other related fees.

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 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

- Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, 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.
- 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.
- 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, employees and independent subconsultants in connection therewith, Client agrees to indemnify and hold Consultant, its officers, 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

- 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.
- 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 Mediation/Dispute Resolution

- To resolve any conflict which might arise during the performance of the 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.
- 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.
- 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.
- a) 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 of 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 of the 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 work in progress, supervise, manage, direct or have control over Contractor'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 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 shall be provided for by the Client. The Client assumes all responsibility for interpretations 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 Signage

Client agrees to provide Consultant with a location for Consultant's temporary construction signage on the project site before and during construction activities.

20.0 Notice

That, whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit.

FOR CMA

Peter Moore P.E., President
Chen Moore and Associates
500 W. Cypress Creek Road,, Suite 630
Fort Lauderdale, FL33309

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.

EXHIBIT B

AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

CMA Project Name: **SW 52nd Street Stormwater Improvements**
Client Name: **City of Dania Beach**
Client Contact: **Dincer Ozaydin**
Client Address: **100 West Dania Beach Boulevard**
Client Phone/Fax: **(954) 924-6808**
Client E-mail: **dozaydin@daniabeachfl.gov**
CMA Project No. **090.039**
Agreement Date: **Approval Date**
FEE: **\$120,040**
RETAINER: **N/A**

The undersigned agree to the attached General Conditions/Provisions which are incorporated and made a part of this Agreement. Any additional requested services will be addressed in a separate agreement.

**CHEN MOORE AND ASSOCIATES
D/B/A CHEN AND ASSOCIATES CONSULTING ENGINEERS, INC. (CONSULTANT)**



Authorized Signature

Jennifer Smith / Senior Engineer

Print Name/Title

11/24/2020

Date

CITY OF DANIA BEACH (CLIENT)

Authorized Signature

Print Name/Title

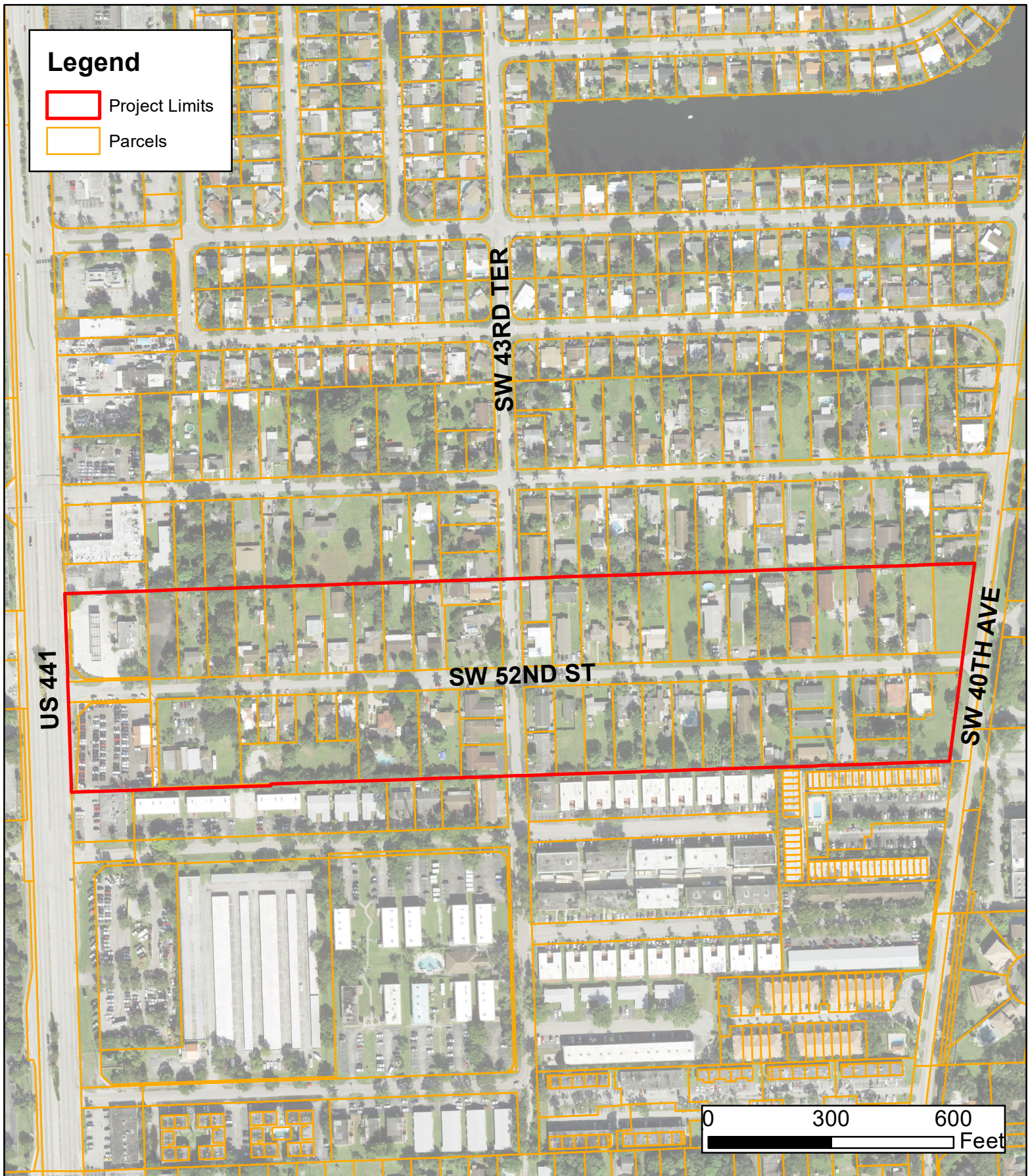
Date

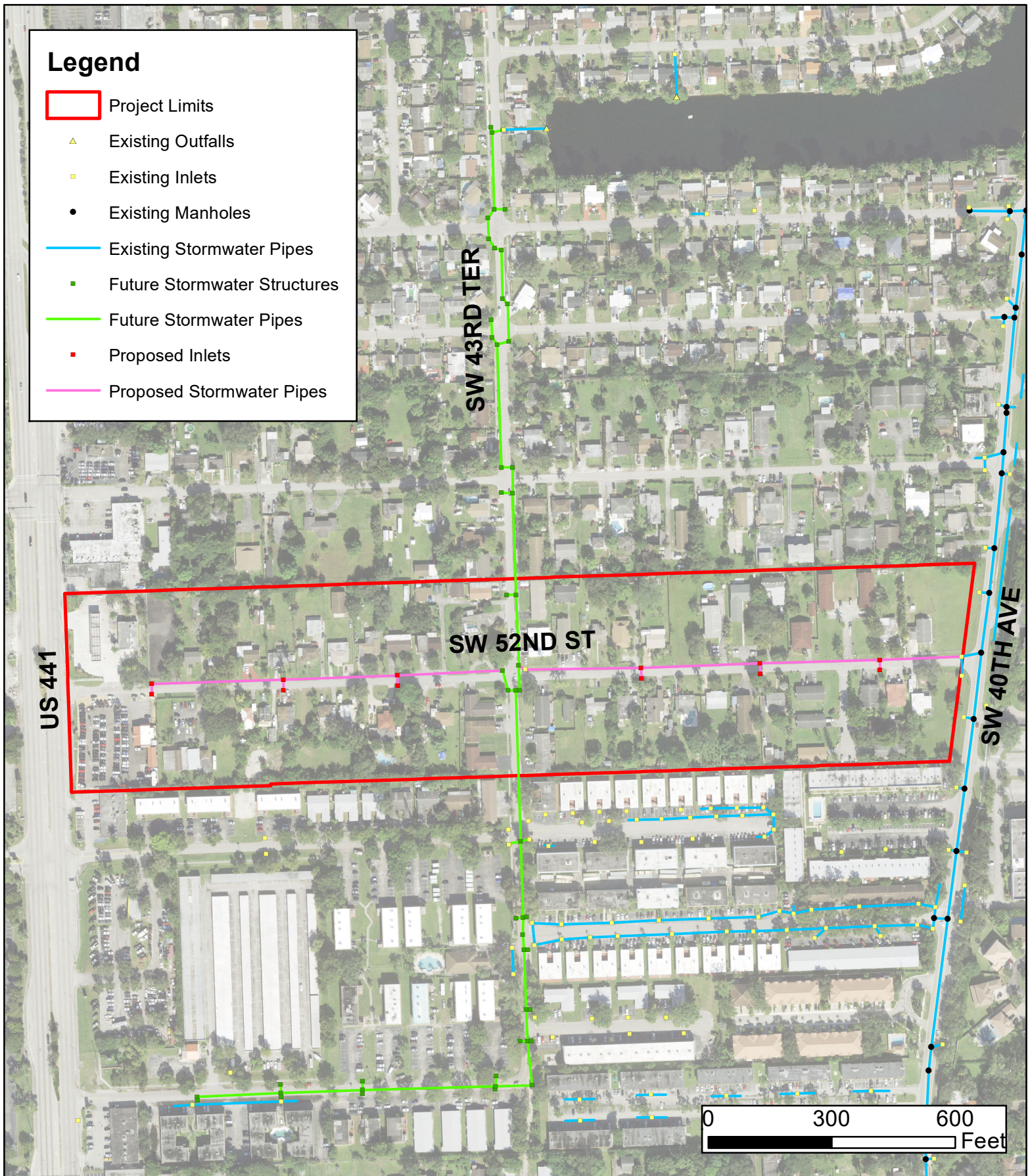
EXHIBIT C – RATE SCHEDULE

<u>Title</u>	<u>Hourly Rate</u>
Principal	\$250.00
Project Director	\$190.00
Senior Project Manager	\$170.00
Project Manager	\$155.00
Senior Engineer	\$140.00
Senior Construction Specialist	\$130.00
Senior Landscape Architect	\$125.00
Senior Planner	\$125.00
Project Engineer	\$125.00
Associate Engineer	\$115.00
Senior Designer	\$105.00
Project Landscape Architect	\$100.00
Project Planner	\$100.00
Associate Landscape Architect	\$85.00
Associate Planner	\$85.00
Engineer	\$85.00
Designer	\$85.00
Construction Specialist	\$85.00
Senior Technician	\$75.00
Technician	\$65.00
Clerical	\$60.00
Engineering Intern	\$60.00

**SW 52ND STREET STORMWATER IMPROVEMENTS
EXHIBIT D - FEE PROPOSAL**

TASK NO.	TASK DESCRIPTION	SUBCONSULTANT (\$)	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	SENIOR PLANNER/ SENIOR LANDSCAPE ARCHITECT	ENGINEER / DESIGNER	SENIOR TECHNICIAN	TECHNICIAN	CONSTRUCTION SPECIALIST	CLERICAL / INTERN	TOTAL HOURS	TOTAL COST
1.0	Site Investigation Task													
1.1	Topographic Survey	\$ 15,600.00			4				6				10	\$16,670
1.2	Subsurface Utility Verification	\$ 4,500.00			4			8					12	\$5,800
1.3	Geotechnical Investigation	\$ 2,000.00			4								4	\$2,620
1.4	Document Research/Review				4			8		20			32	\$2,600
1.5	Project Site Visits				8			8					16	\$1,920
	TOTAL - TASK 1													\$29,610
2.0	60% Design Submittal Task		2	4	20		4	80		100			210	\$18,080
	TOTAL - TASK 2													\$18,080
3.0	90% Design Submittal Task		2	4	14		2	60		60			142	\$12,600
	TOTAL - TASK 3													\$12,600
4.0	Regulatory Permitting Task				14			30		20			64	\$6,020
	TOTAL - TASK 4													\$6,020
5.0	100% Design Submittal Task		1	4	10			20		20			55	\$5,480
	TOTAL - TASK 5													\$5,480
6.0	Bidding Assistance				12			20					32	\$3,560
	TOTAL - TASK 6													\$3,560
7.0	Construction Engineering Services													
7.1	Shop Drawing Review				4			20			10		34	\$3,170
7.2	Construction Meeting Attendance				25						25		50	\$6,000
7.3	Respond to Requests for Information				40			40					80	\$9,600
7.4	Construction Inspections				20			20			200		240	\$21,800
7.5	Certification and Contract Closeout				4			20		20			44	\$3,620
	TOTAL - TASK 7													\$44,190
8.0	Reimbursable Expenses	\$ 500.00											0	\$500
	TOTAL - TASK 8													\$500
	SUBTOTAL HOURS		5	12	187	0	6	334	6	240	235	0	1,025	
	TOTAL FEE ESTIMATE													\$120,040
	Dania Beach Hourly Rates		\$250.00	\$170.00	\$155.00	\$140.00	\$125.00	\$85.00	\$75.00	\$65.00	\$85.00	\$60.00		





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, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RETROACTIVE RENEWAL OF A SECOND AMENDMENT AGREEMENT FOR VARIOUS DEPARTMENTS TO UTILIZE ELECTRICAL CONTRACTING SERVICES WITH KILOWATT ELECTRIC COMPANY UNDER THE CITY OF CORAL SPRINGS CONTRACT ITB NUMBER 17-B-008F, VALID RETROACTIVELY FROM DECEMBER 31, 2020 THROUGH DECEMBER 31, 2022 AND TO EXCEED THE CITY'S ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) FOR THE TERM OF THE CONTRACT; AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.
(Public Services)

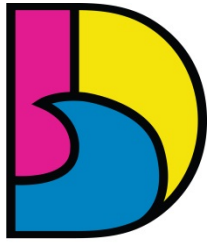
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-CITY OF CORAL SPRINGS KILOWATT-25KTHRESHLD-01262020.docxfr (1), R-2021- Kilowatt Electric Company Renewal of Second Amendment Agreement for Electrical Contracting Services (piggyback Coral Springs) and to Exceed \$2, City of Coral Springs Contract ITB No. 17-B-008 with Kilowatt Electric Company Exhibit A



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: January 26, 2021

TO: Honorable Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director

SUBJECT: Approval to Piggyback the City of Coral Springs Contract ITB #17-B-008 (Second Amendment) with Kilowatt Electric Company and to Exceed the City Vendor Threshold of \$25,000

Request

Public Services Department (PSD) is requesting authorization to piggyback the City of Coral Springs Contract ITB#17-B-008, Second Amendment for "Electrical Contracting Services" with Kilowatt Electric Company and to exceed the City Vendor threshold of \$25,000, for the term of the contract.

Background

Public Services has effectively utilized Kilowatt Electrical Company for several years to provide citywide electrical services, including the repair of solar light fixtures and replacement of the lighting system's batteries. The repair locations include street lighting as well as parking lots, parks ball field lights, parking garage lights, and encompass both solar lights as well as hard-wired fixtures.

Given the growing demand for solar lights repairs for facilities technicians, PSD foresees the need to continue using Kilowatt Electric Company as they have proven to provide excellent services.

Budgetary Impact

Funding for citywide electrical services will be appropriated from the Streets Maintenance Account No. 001-39-06-541-46-60.

Recommendation

PSD is recommending approval of a resolution to utilize the City of Coral Springs Second Amendment Contract with Kilowatt Electric Company and exceed the City's \$25,000 single vendor threshold available fund appropriations.

RESOLUTION NO. 2021-015

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RETROACTIVE RENEWAL OF A SECOND AMENDMENT AGREEMENT FOR VARIOUS DEPARTMENTS TO UTILIZE ELECTRICAL CONTRACTING SERVICES WITH KILOWATT ELECTRIC COMPANY UNDER THE CITY OF CORAL SPRINGS CONTRACT ITB NUMBER 17-B-008F, VALID RETROACTIVELY FROM DECEMBER 31, 2020 THROUGH DECEMBER 31, 2022 AND TO EXCEED THE CITY'S ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) FOR THE TERM OF THE CONTRACT; AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE 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 he/she is authorized to do so in advance by a resolution adopted by the City Commission, if such purchases are made pursuant to a competitive bid obtained within the last eighteen (18) months by other governmental agencies such as the federal government, State of Florida or the Florida county or municipality; 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 at \$25,000.00 for a vendor each fiscal year; and

WHEREAS, pursuant to Resolution No. 2017-042, the City Commission authorized an Agreement under the City of Coral Springs Contract ITB Number 17-B-008F, for the purchase of electrical services from the Kilowatt Electric Company, effective through December 31, 2022; and

WHEREAS, the Public Services Department is requesting a retroactive renewal of a Second Amendment Agreement with the City of Coral Springs Contract ITB Number 17-B-008F, for electrical services, valid retroactively from December 31, 2020 through December 31, 2022, attached as Exhibit "A", for the term of the contract; and

WHEREAS, the Public Services Department and various Departments require electrical services during the term of contract, which may exceed the annual Twenty Five Thousand Dollars (\$25,000.00) City purchase threshold for a single vendor and, therefore, Commission approval is required;

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

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

Section 2. That the City Commission authorizes retroactive purchases and purchases up to December 31, 2022 for electrical services from Kilowatt Electric Company which may exceed the annual amount of Twenty-Five Thousand Dollars (\$25,000.00) purchase threshold for a single vendor for term of the contract and the proper City officials are authorized to execute documents related to the purchase.

Section 3. That all Public Services Department purchases from Kilowatt Electric Company shall be subject to and made from the Streets Maintenance Account No. 001-39-06-541-46-60 approved annual budget appropriations in accordance with the City’s procurement policies. All other City Department purchases shall be subject to and made within the Departments’ approved level of their respective annual budget appropriations

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 upon its passage and adoption.

PASSED and ADOPTED on February 9, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND KILOWATT ELECTRIC COMPANY FOR ELECTRICAL CONTRACTOR SERVICES UNDER THE CITY OF CORAL SPRINGS INVITATION TO BID (“ITB”) NUMBER 17-B-008F

This is a Second Amendment (“Amendment”) dated _____, 2021, 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 Kilowatt Electric Company, a Florida corporation (“Contractor”), with its principal mailing address of 1700 NW 22nd Avenue, Pompano Beach, Florida 33069.

In consideration of the mutual covenants, terms and conditions contained in this Amendment, 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 between the Contractor and the City of Coral Springs was amended on December 16, 2020 to extend the term of the Coral Springs Agreement to December 31, 2022. The Amendment and that Agreement are attached as composite Exhibit “A” and made a part of and is incorporated into this Amendment by this reference; they shall be considered a part of this Amendment between the City and the Contractor. This Amendment renews and extends the original Agreement between the City and Contractor retroactively from December 31, 2020 to December 31, 2022.
2. That in all other respects, the terms of Exhibit “A” apply to this Amendment.

IN WITNESS OF THE FOREGOING, the parties have signed this Amendment, effective on the date first written above.

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

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES, MAYOR

APPROVED AS TO FORM AND CORRECTNESS

THOMAS J. ANSBRO, CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:

KILOWATT ELECTRIC COMPANY
a Florida corporation

Signature

PRINT Name

Title

Dated: _____, 2021

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2021, by _____, as _____ of Kilowatt Electric Company, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS
AND KILOWATT ELECTRIC COMPANY FOR ELECTRICAL
CONTRACTING SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT made and entered into this 16
day of December, 2020 and between:

CITY OF CORAL SPRINGS
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

KILOWATT ELECTRIC COMPANY
a Florida corporation
1700 NW 22nd Avenue
Pompano Beach, Florida 33069
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on January 4, 2017, CITY entered into an Agreement with Kilowatt Electric Company to provide electrical contracting services; and

WHEREAS, the current term expires on December 31, 2020; and

WHEREAS, the Agreement may be renewed for one (1) additional two-year term, subject to satisfactory performance by CONTRACTOR; and

WHEREAS, both parties are desirous of extending the term of the Agreement for an additional term,

NOW THEREFORE, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made to CONTRACTOR for services rendered to CITY hereunder, the parties hereby agree as follows:

SECTION 1. RECITALS

The above recitals are acknowledged and incorporated herein.

SECTION 2. TERM OF AGREEMENT

The term of this Agreement shall be extended through December 31, 2022.

SECTION 3. Section 20 is hereby amended to read as follows:

NOTICES

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Lluís Gorgoy, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1102

SECTION 4. Section 22 is hereby added to read as follows:

SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the CITY if the CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.73, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, the CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

SECTION 4. Section 23 is hereby added to read as follows:

FORCE MAJEURE

In no event shall the CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak;

quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of the CITY; it being understood that the CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

SECTION 5. Section 24 is hereby added to read as follows:

E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

- (a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.
- (b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.
- (c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.
- (d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.
- (e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.
- (f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.
- (g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

SECTION 6. **SEVERABILITY**

Should any part, term or provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 7. All other conditions and terms of the original Agreement as amended, not specifically amended herein, remain in full force and effect.

SECTION 8. This Second Amendment shall be effective upon the approval of the City.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

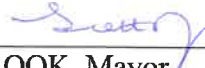
IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and KILOWATT ELECTRIC COMPANY, have executed this Second Amendment to Agreement the day and year first above written.

ATTEST:



DEBRA THOMAS, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA



SCOTT BROOK, Mayor

APPROVED AS TO FORM:



Sherry Whitacre (Nov 24, 2020 08:50 EST)
SHERRY WHITACRE, Deputy City Attorney

KILOWATT ELECTRIC COMPANY

By: edward flack
edward flack (Nov 24, 2020 08:27 EST)

Print Name: edward flack

Print Title: President

Second Amendment to Agreement - Kilowatt Electric

Final Audit Report

2020-11-24

Created:	2020-11-23
By:	Miguel Machuca (mmachuca@coralsprings.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAS_OwUPjta0HSBLVnKgIKaoc2rAs__cKO

"Second Amendment to Agreement - Kilowatt Electric" History

-  Document created by Miguel Machuca (mmachuca@coralsprings.org)
2020-11-23 - 9:06:46 PM GMT - IP address: 24.233.167.201
-  Document emailed to edward flack (eddie_flack@kilowatt-electric.com) for signature
2020-11-23 - 9:07:20 PM GMT
-  Email viewed by edward flack (eddie_flack@kilowatt-electric.com)
2020-11-24 - 1:27:18 PM GMT - IP address: 50.244.180.197
-  Document e-signed by edward flack (eddie_flack@kilowatt-electric.com)
Signature Date: 2020-11-24 - 1:27:47 PM GMT - Time Source: server- IP address: 50.244.180.197
-  Document emailed to Sherry Whitacre (swhitacre@coralsprings.org) for signature
2020-11-24 - 1:27:48 PM GMT
-  Email viewed by Sherry Whitacre (swhitacre@coralsprings.org)
2020-11-24 - 1:50:17 PM GMT - IP address: 104.143.195.222
-  Document e-signed by Sherry Whitacre (swhitacre@coralsprings.org)
Signature Date: 2020-11-24 - 1:50:41 PM GMT - Time Source: server- IP address: 24.233.167.201
-  Agreement completed.
2020-11-24 - 1:50:41 PM GMT

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RETROACTIVE RENEWAL OF A SECOND AMENDMENT AGREEMENT FOR VARIOUS DEPARTMENTS TO UTILIZE ELECTRICAL CONTRACTING SERVICES WITH IMPERIAL ELECTRICAL INC. UNDER THE CITY OF CORAL SPRINGS CONTRACT ITB NUMBER 17-B-008F, RETROACTIVELY FROM DECEMBER 31, 2020 THROUGH DECEMBER 31, 2022 AND TO EXCEED THE CITY'S ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) FOR THE TERM OF THE CONTRACT; AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

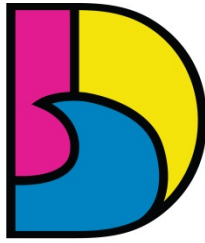
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-C-CORALSPRINGSIMPERIAL-25KTHRESHLD-01262020revFJR, R-2021-Imperial Electrical, Inc, City of Coral Springs Contract ITB No. 17-B-008 Imperial Electric Signed Second Amendment (005)



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: January 26, 2021

TO: Honorable Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director

SUBJECT: Approval to Piggyback the City of Coral Springs Contract ITB #17-B-008 (Second Amendment) with Imperial Electrical, Inc. and to Exceed the City Vendor Threshold of \$25,000

Request

Public Services Department (PSD) is requesting authorization to piggyback the City of Coral Springs Contract ITB#17-B-008, Second Amendment for "Electrical Contracting Services" with Imperial Electrical, Inc. and to exceed the city vendor threshold of \$25,000, for the term of the contract.

Background

PSD has effectively utilized Imperial Electrical, Inc. for several years to provide citywide electrical services to repair street lighting (both solar and hard-wired) as well as parking lots, athletic field lights, and parking garage lights. Imperial Electrical recently completed the Installation of Citywide Solar Lights for the "Community Development Block Grant (CDBG) Years 43 and 44 Neighborhood Improvement Project".

Given the growing demand for solar lights repairs, PSD foresees the need to continue using Imperial Electrical Inc. as they have proven to provide excellent service.

Budgetary Impact

Funding for citywide electrical services will be appropriated from the Streets Maintenance Account No. 001-39-06-541-46-60.

Recommendation

PSD is recommending approval of a resolution to utilize the City of Coral Springs Second Amendment Contract with Imperial Electrical Inc. and exceed the City's \$25,000 single vendor threshold.

RESOLUTION NO. 2021-016

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RETROACTIVE RENEWAL OF A SECOND AMENDMENT AGREEMENT FOR VARIOUS DEPARTMENTS TO UTILIZE ELECTRICAL CONTRACTING SERVICES WITH IMPERIAL ELECTRICAL INC. UNDER THE CITY OF CORAL SPRINGS CONTRACT ITB NUMBER 17-B-008F, RETROACTIVELY FROM DECEMBER 31, 2020 THROUGH DECEMBER 31, 2022 AND TO EXCEED THE CITY'S ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) FOR THE TERM OF THE CONTRACT; AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE 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 he/she is authorized to do so in advance by a resolution adopted by the City Commission, if such purchases are made pursuant to a competitive bid obtained within the last eighteen (18) months by other governmental agencies such as the federal government, State of Florida or the Florida county or municipality; 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 at \$25,000.00 for a vendor each fiscal year; and

WHEREAS, pursuant to Resolution No. 2017-042, the City Commission authorized an Agreement under the City of Coral Springs Contract ITB Number 17-B-008F, for the purchase of electrical services from the Imperial Electrical, inc., effective through December 31, 2022; and

WHEREAS, the Public Services Department is requesting a retroactive renewal of a Second Amendment Agreement with the City of Coral Springs Contract ITB Number 17-B-008F, for electrical services, valid retroactively from December 31, 2020 through December 31, 2022, attached as Exhibit "A", for the term of the contract for City services; and

WHEREAS, the Public Services Department and various Departments require electrical services during the term of contract, which may exceed the annual Twenty Five Thousand Dollars

(\$25,000.00) City purchase threshold for a single vendor and, therefore, Commission approval is required;

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

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

Section 2. That the City Commission authorizes purchases for electrical services from Imperial Electrical Inc., including any which were made on or after December 31, 2020, which may exceed the annual amount of Twenty-Five Thousand Dollars (\$25,000.00) purchase threshold for a single vendor for term of the contract and the proper City officials are authorized to execute documents related to the purchase.

Section 3. That all Public Services Department purchases from Imperial Electrical, Inc. shall be subject to and made from the Streets Maintenance Account No. 001-39-06-541-46-60 approved annual budget appropriations in accordance with the City’s procurement policies. All other City Department purchases shall be subject to and made within the Departments’ approved level of their respective annual budget appropriations.

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 upon its passage and adoption.

PASSED and ADOPTED on February 9, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND IMPERIAL ELECTRICAL INCORPORATED FOR ELECTRICAL CONTRACTOR SERVICES UNDER THE CITY OF CORAL SPRINGS INVITATION TO BID (“ITB”) NUMBER 17-B-008F

This is a Second Amendment (“Amendment”) dated _____, 2021, 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 Imperial Electrical Incorporated, a Florida corporation (“Contractor”), with its principal mailing address of 11821 NW 11th Street, Plantation, Florida 33323.

In consideration of the mutual covenants, terms and conditions contained in this Amendment, 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 between the Contractor and the City of Coral Springs was amended on December 16, 2020 to extend the term of the Coral Springs Agreement to retroactively from December 31, 2020 to December 31, 2022. The Amendment and that Agreement are attached as composite Exhibit “A” and made a part of and is incorporated into this Agreement by this reference; they shall be considered a part of this Amendment between the City and the Contractor. This Amendment renews and extends the original Agreement between the City and Contractor to December 31, 2022.
2. That in all other respects, the terms of Exhibit “A” apply to this Amendment.

IN WITNESS OF THE FOREGOING, the parties have signed this Amendment, effective on the date first written above.

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

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES, MAYOR

APPROVED AS TO FORM AND CORRECTNESS

THOMAS J. ANSBRO, CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:
IMPERIAL ELECTRICAL
INCORPORATED,
a Florida corporation

Signature

PRINT Name

Title

Dated: _____, 2021

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, on _____, 2021, by _____, as
_____ of Imperial Electrical Incorporated, a Florida corporation,
on behalf of the corporation. He/she is personally known to me or has produced _____
_____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL
SPRINGS AND IMPERIAL ELECTRICAL INCORPORATED FOR ELECTRICAL
CONTRACTING SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT made and entered into this 16
day of December, 2020 by and between:

CITY OF CORAL SPRINGS
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

IMPERIAL ELECTRICAL INCORPORATED
a Florida corporation
951 NW 51st Place
Fort Lauderdale, Florida 33309
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on January 4, 2017, CITY entered into an Agreement with Imperial Electrical Incorporated to provide electrical contracting services; and

WHEREAS, the current term expires on December 31, 2020; and

WHEREAS, the Agreement may be renewed for one (1) additional two-year term, subject to satisfactory performance by CONTRACTOR; and

WHEREAS, both parties are desirous of extending the term of the Agreement for an additional term,

NOW THEREFORE, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made to CONTRACTOR for services rendered to CITY hereunder, the parties hereby agree as follows:

SECTION 1. RECITALS

The above recitals are acknowledged and incorporated herein.

SECTION 2. TERM OF AGREEMENT

The term of this Agreement shall be extended through December 31, 2022.

SECTION 3. Section 20 is hereby amended to read as follows:

NOTICES

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Lluís Gorgoy, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1102

SECTION 4. Section 22 is hereby added to read as follows:

SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the CITY if the CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.73, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, the CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

SECTION 4. Section 23 is hereby added to read as follows:

FORCE MAJEURE

In no event shall the CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its

control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of the CITY; it being understood that the CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

SECTION 5. Section 24 is hereby added to read as follows:

E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

- (a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.
- (b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.
- (c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.
- (d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.
- (e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.
- (f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.
- (g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

SECTION 6. **SEVERABILITY**

Should any part, term or provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 7. All other conditions and terms of the original Agreement as amended, not specifically amended herein, remain in full force and effect.

SECTION 8. This Second Amendment shall be effective upon the approval of the City.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, CITY OF CORAL SPRINGS and IMPERIAL ELECTRICAL INCORPORATED, have executed this Second Amendment to Agreement the day and year first above written.

ATTEST:



DEBRA THOMAS, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA



SCOTT BROOK, Mayor

APPROVED AS TO FORM:



Sherry Whitacre (Dec 1, 2020 08:37 EST)

SHERRY WHITACRE, Deputy City Attorney

**IMPERIAL ELECTRICAL
INCORPORATED**

By: 
Michael Terango (Dec 7, 2020 06:28 EST)

Print Name: Michael Terango

Print Title: Pres

Second Amendment to Agreement - Imperial Electric

Final Audit Report

2020-12-01

Created:	2020-11-23
By:	Miguel Machuca (mmachuca@coralsprings.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAALicvKpVMFPpfWYKYFSqtqD6pD0fgwCOW

"Second Amendment to Agreement - Imperial Electric" History

-  Document created by Miguel Machuca (mmachuca@coralsprings.org)
2020-11-23 - 9:05:15 PM GMT- IP address: 24.233.167.201
-  Document emailed to Michael Terango (mterango@aol.com) for signature
2020-11-23 - 9:06:17 PM GMT
-  Email viewed by Michael Terango (mterango@aol.com)
2020-11-23 - 10:14:23 PM GMT- IP address: 209.73.183.103
-  Document e-signed by Michael Terango (mterango@aol.com)
Signature Date: 2020-12-01 - 11:28:18 AM GMT - Time Source: server- IP address: 162.17.114.210
-  Document emailed to Sherry Whitacre (swhitacre@coralsprings.org) for signature
2020-12-01 - 11:28:20 AM GMT
-  Email viewed by Sherry Whitacre (swhitacre@coralsprings.org)
2020-12-01 - 1:35:24 PM GMT- IP address: 104.143.198.124
-  Document e-signed by Sherry Whitacre (swhitacre@coralsprings.org)
Signature Date: 2020-12-01 - 1:37:21 PM GMT - Time Source: server- IP address: 73.0.84.138
-  Agreement completed.
2020-12-01 - 1:37:21 PM GMT

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO AN AGREEMENT TO ENGAGE THE SERVICES OF PUBLIC UTILITIES MANAGEMENT AND PLANNING SERVICES, INC. ("PUMPS, INC.") BASED ON A NEWLY ESTABLISHED CCNA CONTRACT PURSUANT TO RFQ NO. 2020-005, FOR HYDRAULIC MODELING OF THE CITY'S WATER DISTRIBUTION SYSTEM IN THE AMOUNT OF SEVENTY THOUSAND DOLLARS (\$70,000.00); 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-HYDRAULICMODEL-PUMPS-012621fjr (002) (004) (002), R-2021- PUMPS, Inc. Agreement for Hydraulic Modeling of City's Water Distribution System, PROPOSAL HYDRAULIC MODELS Exhibit A



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: January 26, 2021

TO: Honorable Mayor and Commissioners

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

FROM: Fernando J. Rodriguez, Public Services Director

RE: APPROVAL OF PROPOSAL FROM PUBLIC UTILITIES MANAGEMENT AND PLANNING SERVICES (PUMPS) TO DEVELOP A HYDRAULIC MODEL FOR THE CITY'S WATER AND PRESSURE SEWER SYSTEMS

Request

City administration is requesting City Commission authorization to enter into an agreement for consulting engineering services with Public Utilities Management and Planning Services (PUMPS) to develop a hydraulic model for the City's water and sewer pressure systems.

Background

In 2006 the City conducted the first hydraulic model of its water system. Among the findings were that the 2006 system was not capable of providing adequate water service for new development projects proposed in the downtown area due to the extensive use of old, small diameter pipes. Engineering consultant CDM-Smith determined that a new high service pumping station and 20, 16, and 12-inch mains were needed. The City installed the new water mains from the water plant to downtown, along Dania Beach Boulevard and west to Bryan Road in 2008. These new pipes have been sufficient to provide service to Dania Pointe and other projects. The model did not use GIS and only focused on a high-level view (i.e., all the smaller pipes were not modeled).

After 15 years, the water service demands of new developments and aging infrastructure in some areas of the City suggests that for new development to continue, the City needs to develop a new, more detailed water distribution system model. Furthermore, since a sewer system

MEMORANDUM

SUBJECT: APPROVAL OF PROPOSAL FROM PUBLIC UTILITIES MANAGEMENT AND PLANNING SERVICES (PUMPS) TO DEVELOP A HYDRAULIC MODEL FOR THE CITY'S WATER AND PRESSURE SEWER SYSTEMS

Page 2 of 2

hydraulic model of force mains has never been developed; this provides an opportunity to model both systems. This work will define the city's water and pressure sewer systems to ensure that new developments can connect to them without impacting existing customers. The model will also update the system maps, pipe sizes/types, and infrastructure components' age and incorporate these into a global information system (GIS) mapping system. In the future, developers will be required to pay the City's consultants to update the model and, when necessary, suggest upgrades for future connections to the system that will address their needs (at no cost to the City).

On January 12th, 2021 the City of Dania Beach awarded RFQ 20-005 to PUMPS, along with a number of other engineering and consulting firms. For the Hydraulic Model project, Public Services intends to utilize a newly established agreement with PUMPS pursuant to the RFQ award. Under this scenario, PUMPS will coordinate the work with the City and two subconsultants that will develop and confirm the GIS locations of the piping and create the models. PUMPS will prepare a final report, a capital program and manual for updating the models. Both water and force main systems will be modeled

Budgetary Impact

The proposal cost of \$70,000 will be funded from Water Utility Distribution/Professional Engineering Account No. 401-33-02-533-31-30 in the amount of \$35,000.00 and the Sewer Utility Collection/ Contractual Services Account No. 402-35-02-535-34-10 in the amount of \$35,000.00.

Recommendation

City administration recommends approval of the resolution authorizing the City Manager to accept the proposal from PUMPS Inc. for engineering consulting services to develop a hydraulic model for the city's water and pressure sewer systems.

RESOLUTION NO. 2021-017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO AN AGREEMENT TO ENGAGE THE SERVICES OF PUBLIC UTILITIES MANAGEMENT AND PLANNING SERVICES, INC. ("PUMPS, INC.") BASED ON A NEWLY ESTABLISHED CCNA CONTRACT PURSUANT TO RFQ NO. 2020-005, FOR HYDRAULIC MODELING OF THE CITY'S WATER DISTRIBUTION SYSTEM IN THE AMOUNT OF SEVENTY THOUSAND DOLLARS (\$70,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach's hydraulic model for its water system has not been updated in approximately fifteen (15) years, rendering it ineffective to address the City's new and emerging demands for service; and

WHEREAS, the increase in demand from new and larger developments across the City, in addition to its aging infrastructure, has further increased the need for an updated model of the system; and

WHEREAS, the updated hydraulic model will define the City's water and pressure sewer systems, quantify capacity, and provide other key information and data on the system; and

WHEREAS, the updated model, which will also include global information system ("GIS") mapping, will guide infrastructure improvements which will in turn facilitate new developments to connect to the system without impacting existing customers;

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 execute an agreement to accept the proposal from PUMPS Inc. to complete the hydraulic model, attached as Exhibit "A" and incorporated into this Resolution by this reference.

Section 3. That funding for this project is available and appropriated in the Water Utility Distribution/Professional Engineering Account No. 401-33-02-533-31-30 in the amount of Thirty Five Thousand Dollars (\$35,000.00) and the Sewer Utility Collection/ Contractual Services Account No. 402-35-02-535-34-10 in the amount of Thirty Five Thousand Dollars (\$35,000.00).

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 February 9, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Public Utility Management & Planning Services Inc.

P.O. Box 1890
Hollywood, FL 33022-1890

SCOPE OF SERVICES

HYDRAULIC MODELS

The City of Dania Beach desires to update the current water and wastewater hydraulic models for the Utility Service Area. This work order is made in response to a request by the City of Dania Beach ("City") for services for developing hydraulic model of the water and wastewater system for the City which includes:

- GIS based
- Use existing data and modeling information to the extent possible
- Utilize asset information previously gathered to the extent possible
- Update the water and pressure sewer atlas to current
- Create a basic hydraulic model of both systems for use by the City to measure impacts to the piping system from new development.

Note the City will expect that developers will use the model result to verify service availability and for updating for future users.

Task 1 – GIS Database \$10,000.00

Public Utility Management and Planning Services, Inc. and its subconsultant will update the GIS database for water and sewer piping systems throughout the City. The focus will be on larger diameter lines for modeling purposes. Background data will be collected for land use, road and parcels. Billing information will be geocoded and mapped to provide locations of meters.

Task 2 – Steady State Hydraulic Models for Water and Force Mains -\$50,000.00

Public Utility Management and Planning Services, Inc. will utilize the a subconsultant for portions of this task. Innovyze ® is a GIS based model for hydraulic systems. The consultant team will acquire rights to use the model for development. This City will need to decide where the ultimate model will reside. The model will include all pipes 12 inches and large and may include 4-8 inch pipes as necessary to calibrate the model successfully.

PUMPS and its subconsultants will perform the following tasks:

2A Water Model Development

Pumps will collect Water GIS Data

- Water Geodatabase
- Background Data (Land Use, Future Land Use, Roads, Parcels, etc)
- List of specific operational data

Pumps will Build Water Model

- Import data into model
- Import average billing demands
 - Average week
 - Max week
- Import Operational Data
 - See List

Pumps will Verify Water Model

- EPS (Extended Period Simulation) 24 hour simulation
 - Review Scada
 - Establish Diurnal Curve
 - Review Average Day
 - Maximum Day Factor
- Verify model
- Make adjustments where necessary to depict actual system

Pumps will Calibrate the Water Model (Limited Calibration)

- Fine Tune Verification
 - Adjust C-Factors
 - Address Diurnal
- If Necessary, Limited Field Calibration
 - Develop Calibration Plan
 - Install Pressure gauges (4 gauges reading for 1 week)
 - City must install pressure gauges
 - City must provide Scada for testing period

Pumps will Run Water Model Scenarios

- Existing Conditions
- Approved Developments
 - Ave Day Diurnal
 - Max Day Diurnal with Fire Flow

2B Pressure Sanitary Model Development

Pumps will Collect Sanitary GIS Data

- Sanitary Geodatabase
- List of specific operational data

- Pump curves
- Private Lift Stations
- Wet well depth and float elevations
- Flow / Pressure data from Hollywood Connection

Pumps will Build Sanitary Model

- Import data into model
- Import Operational Data
 - Pump curves
 - Wet Well
 - Pipes

Pumps will Verify Sanitary Model

- Steady State
 - Maximum Head Scenario (all pumps on)
 - Minimum Head Scenario (master pump stations on)
 - Verify model with scada
 - Verify model against Hollywood Connection
- Make adjustments where necessary to depict actual system
 - Analysis of run times
 - Review for I/I in system

Pumps will Analyze Sanitary System

- Review Existing Conditions
- Determine existing capacity at each lift station

Not Included in this Phase

Sanitary Model Calibration

- Only required if there is high I/I in the system
- Not included in this budget

Development Review

- May be reviewed on a case by case basis
- Not included in this budget

The City will provide the following data:

General:

- Map identifying Major Planned Developments (Hotels, Redevelopment) and all information pertaining to development
- Proposed capital projects
- Service Area boundary and GIS layers (roads, parcels, current and future landuse, etc.)

Water:

- Water GDB (including pumps, pipes, storage tanks, meters, and valves)

- Water billing information with addresses for the past five years (excel format preferred).
- Pump curves for high service pumps (including operational data i.e pressure set points)
- Storage tank volume and water level operation information
- Hourly SCADA for week in an average month and maximum month (SCADA for pumps, storage tank water levels, etc.)

Wastewater:

- Wastewater GDB (including lift station locations, pipes, valves, etc..)
- Run times data for lift stations
- Pump curves for all lift stations (including operational data i.e pressure set points)
- Lift Station Wet Well Depth and Float Levels:
 - Pumps on
 - Pump off
 - High water level
 - High high water level
- Flow Meter data and operating pressure at City of Hollywood tie-in location
- Private lift station location and nameplate, pump curves, or design flow/head

Task 3 – Technical Memo of General Findings of each piping system \$5,000.00

Public Utility Management and Planning Services, Inc. will develop a Technical Memo report summarizing:

- Data Collected
 - Identify any data deficiencies and assumptions
- Water Model Results
 - Identify areas of deficiency
 - Provide General Recommendations for Improvement
- Sanitary Pressure Model Results
 - Identify Lift Stations with limited additional capacity
 - Provide General Recommendations for Improvement
- Provide recommendations if Master Plan and CIP Development is necessary

Task 4 –Develop Online GIS Management Platform \$5,000.00

Public Utility Management and Planning Services, Inc. will develop an ArcGIS Online Management Platform on the City GIS System which will allow the City to:

- View Model Pressure Results for current conditions (Max Daily + Fire Flow)
- Map Proposed Developments
 - Track collection of pertinent information required for modeling updates
- Communicate with Stakeholders
 - Discuss existing Water Pressure Status with Developers / Staff
 - Discuss Lift Station Capacities with Developers / Staff

- Identify areas with multiple proposed developments
 - Communicate model update information to staff or consultant
 - Run model updates reflecting scenarios
- Water Model Results
 - Post updated model pressure results
- Track Forthcoming CIP Projects
 - Interface with Stakeholders
- Update Water and Sanitary GIS
 - Provide updated GIS Data after Development / CIP Completions

The total fees for this project will be \$70,000. All costs to be billed on a monthly or less frequently up to the lump sum amount. Payment to be made 30 days after invoice is submitted. Cost do not include any support for litigation.

This work order is in accordance with the current contract between the City and Public Utility Management and Planning Services, Inc.

Public Utility Management and Planning Services, Inc.

Date 10/20/20

Frederick Bloetscher, Ph.D., P.E., President

DRAFT

**CITY OF DANIA BEACH, FLORIDA
WORK ORDER**

This is a Work Order, dated _____, 20____, issued by the City of Dania Beach, Florida (the "City") to _____, (the "Consultant"), in connection with an Agreement dated _____, 2020, existing between the City and the Consultant, which Agreement is incorporated by this reference.

The Consultant shall perform work (the "Work") for the City as described in Exhibit One, a copy of which is attached and incorporated by this reference. The Work Order and any and all timeframes pertinent to the Work are specified in that Exhibit.

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

**ATTEST:
FLORIDA**

**CITY:
CITY OF DANIA BEACH,
a Florida Municipal Corporation**

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

ANA M. GARCIA
CITY MANAGER

APPROVED FOR FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

Merr Chitty
SIGNATURE

MERRI Chitty
PRINT Name

[Signature]
SIGNATURE

JAMES BARTON
PRINT Name

CONSULTANT:

Public Utility Management and
Planning Services Inc.,
a Florida corporation

[Signature]
SIGNATURE

Frederick Bloetscher
PRINT Name

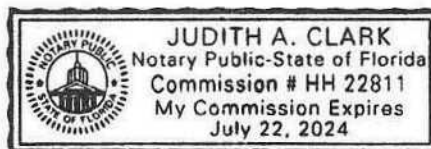
President
Title

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me on October 20
2023 by Frederick Bloetscher as President of
Public Utility Management Planning Florida Corporation, on behalf of the
Corporation. He/she is personally known to me or produced
as identification and did (did not) take an oath.

[Signature]
NOTARY PUBLIC
State of Florida

My Commission Expires:



CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Bids and Proposals

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, AFFIRMING PARTICIPATION IN THE NW 1 STREET FROM BRYAN ROAD TO US-1/SR 5 PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

Purchasing Requests ONLY

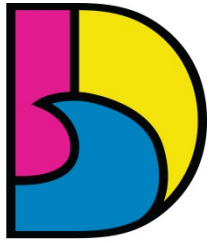
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

C-MEMO--AFFIRMPARTICIPATIONNW1ST PS-RB-0012-revFJR (004) (2), R-2021-Affirming Participation in NW 1 Street from Bryan Road to US-1 - SR-5 Project (MPO LAP), Reso back up NW1st LAP



DANIA BEACH
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**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: February 9, 2021

TO: Honorable Mayor and Commissioners

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

FROM: Fernando J. Rodriguez, Public Services Director

**RE: RESOLUTION AFFIRMING THE CITY'S PARTICIPATION IN THE NW 1 STREET
FROM BRYAN ROAD TO US-1/SR 5 PROJECT**

Request

The Public Services Department (PSD) requests the adoption of the attached resolution affirming participation in the NW 1 Street Bryan Road to US-1/SR-5 Project through the Broward Metropolitan Planning Organization (MPO).

Background

Resolution 2017-123 authorized the City's application for an MPO Complete Streets and other programs such as Complete Streets Local Initiative Program (CSLIP) project for NW 1 Street.

The MPO staff informed the Public Services Department (PSD) that the Florida Department of Transportation (FDOT) would no longer build local projects. Moving forward, FDOT would only fund local projects if the City assumed the construction as part of FDOT's Local Agency Program (LAP). The MPO's Transportation Improvement Plan FY 2021-2025 contains two projects affected by FDOT's new policy:

1. NW 1 Street from Bryan Road to US-1/SR 5
 - design in 2026
 - construction in 2028
 - project budget \$2,391,502
2. N 22 Avenue / SW 12 Avenue from Sheridan Street to Stirling Road
 - design in 2025
 - construction in 2027
 - project budget \$1,780,816
 - joint project with the City of Hollywood



DANIA BEACH
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FDOT substantially increased project funding by including design and construction engineering inspection (CEI) services as reimbursable expenses under LAP, assuming most project costs.

With such a substantial policy change in the approach to local project construction, the MPO and FDOT require the City to recommit to their construction projects.

Budgetary Impact

FDOT provides funding for design through construction. The City must upfront project costs during the project period, and FDOT will reimburse the City's expenses. FDOT will not reimburse cost over-runs. The MPO's Transportation Improvement Plan identifies design for 2026 and construction estimated for 2028.

Recommendation

It is recommended that the City Commission adopt the resolution affirming the City's participation in the NW 1 Street Bryan Road to US-1/SR-5 Project.

Attachments: Resolution 2017-123
Excerpt of FDOT planning document.
Project renderings

RESOLUTION NO. 2021-018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AFFIRMING PARTICIPATION IN THE PROJECT PERTAINING TO NW 1 STREET FROM BRYAN ROAD TO US-1/SR 5; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Broward Metropolitan Planning Organization (“MPO”) approved the “Complete Streets and other Localized Initiatives Program” (“CSLIP”) on July 9, 2015; and

WHEREAS, NW 1 Street from Bryan Road to US-1/SR 5 was evaluated and ranked by the MPO, then vetted to determine programmability in accordance with the CSLIP policies; and

WHEREAS, a resolution from the City of Dania Beach Commission stating support for the project is required to establish funding eligibility; and

WHEREAS, the project is included in the Broward County MPO current adopted fiscal year 2021-2025 Transportation Improvement Program (“TIP”) using federal funds; and

WHEREAS, federally funded projects off the state highway system are delivered using the federally mandated Local Agency Program (“LAP”) process; and

WHEREAS, the City of Dania Beach commits to administer and deliver the project under LAP; and

WHEREAS, the LAP is reimbursement based as specified in the LAP agreement; and

WHEREAS, the City of Dania Beach commits to program funding for construction contingency per the requirements of LAP; and

WHEREAS, NW 1 Street from Bryan Road to US-1/SR 5 will be constructed within the Agency’s right of way; and

WHEREAS, it is the responsibility of the City to maintain or coordinate the maintenance of the roadways after the project's completion;

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

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

Section 2. That the City Commission authorizes staff to incorporate the NW 1 Street from Bryan Road to US-1/SR-5 Project in the City’s Capital Improvement Plan to coincide with

the MPO's Transportation Improvement Plan and to provide up-front funding that will be reimbursed by the Florida Department of Transportation ("FDOT").

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 February 9, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

RESOLUTION NO. 2017-123

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR THE 2017/2018 COMPLETE STREETS AND OTHER LOCALIZED INITIATIVES GRANT PROGRAM TO PROVIDE FUNDING FOR THE IMPROVEMENT OF NW 1ST STREET, BETWEEN BRYAN ROAD AND FEDERAL HIGHWAY, WITHIN THE DANIA BEACH MUNICIPAL BOUNDARIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Complete Streets and Other Localized Initiatives Grant Program (“CSLIP”) is administered by the Broward County Metropolitan Planning Organization (the “MPO”); and

WHEREAS, the Broward MPO CSLIP program provides funding for the design and construction of small transportation projects that will improve mobility and safety for all transportation users; and

WHEREAS, the proposed grant related transportation project was presented to the CRA Board at its September 26, 2017 meeting and street improvements were identified in the adopted CRA Plan; and

WHEREAS, the City of Dania Beach (the “City”) will be submitting an application for the 2017/2018 CSLIP with a request for approximately One Million Eight Hundred Thousand Dollars (\$1,800,000.00) to provide funding for CSLIP improvements along NW 1st Street, between Bryan Road and Federal Highway (the “1st Street Project”); and

WHEREAS, the proposed NW 1st Street improvements are supported by the City of Dania Beach and are generally described to include NW 1st Street (Federal Highway to Bryan Road) – roadway reconstruction, paving, drainage, on-street parking, sidewalks, bike and sharrow lanes, pavement markings, signage, FEC railroad pedestrian crossing improvements, and pedestrian improvements to the C-10 canal roadway bridge; and

WHEREAS, the City owns, operates and maintains the NW 1st Street right-of-way; and

WHEREAS, the CSLIP does not require a City match, however the City will be responsible for any construction costs exceeding the CSLIP cap of Two Million Dollars (\$2,000,000.00).; and

WHEREAS, the City is responsible for all operations and maintenance costs or additional enhancements applicable to the 1st Street Project; and

WHEREAS, the Florida Department of Transportation (FDOT) shall design and construct the 1st Street Project;

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

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

Section 2. That the 2017/2018 CSLIP application for the 1st Street Project in the City of Dania Beach, to be submitted by the City of Dania Beach, Florida to the Broward County MPO is approved.

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

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

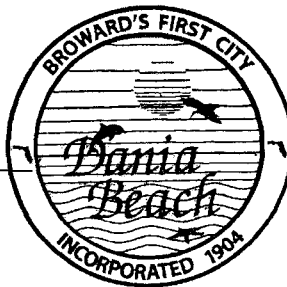
Section 5. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on October 10, 2017.

ATTEST



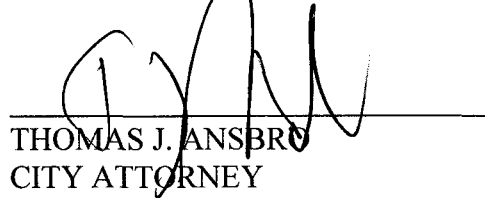
LOUISE STILSON, CMC
CITY CLERK





TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:



THOMAS J. ANSBROWN
CITY ATTORNEY

Date: 4/13/2020 10:33:50 AM

FDOT Long Range Estimating System - Production

R3: Project Details by Sequence Report

Project: 443949-1-52-01

Letting Date: 01/2099

Description: NW 1ST ST FROM BRYAN ROAD TO SR-5/US-1

District: 04 County: 86 BROWARD

Market Area: 12

Units: English

Contract Class: 1 Lump Sum Project: N

Design/Build: N

Project Length: 0.764 MI

Project Manager: BASNET

Version 3 Project Grand Total

\$2,391,502.86

Description: WPUC 2020

Sequence: 1 WUU - Widen/Resurface, Undivided, Urban

Net Length: 0.633 MI
3,344 LF

Description: NW 1st Street- Zone A

Special Improvements to NW 1st Street Zone A(From Bryan Rd. to Western side of FEC R/W) include**Conditions:** widen 2 ft, relocation of curb and gutter, dedicated 5' bike lane, pedestrian lighting, updating curb ramps to meet current ADA requirements, and new paver crosswalks to help allow accessibility for pedestrians.

ROADWAY COMPONENT

User Input Data

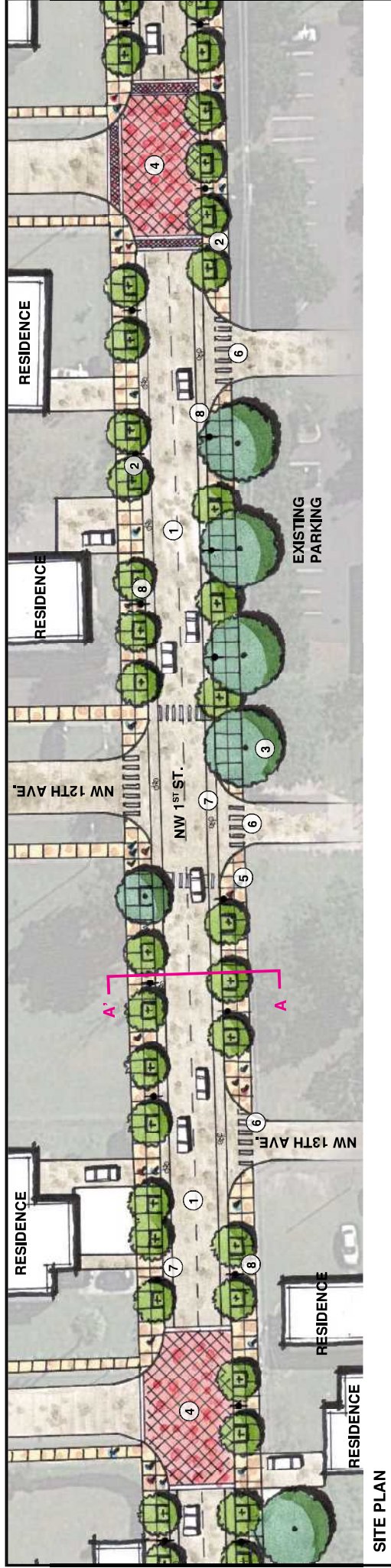
Description	Value
Number of Lanes	2
Existing Roadway Pavement Width L/R	14.00 / 14.00
Structural Spread Rate	0
Friction Course Spread Rate	110
Widened Outside Pavement Width L/R	2.00 / 2.00
Widened Structural Spread Rate	220
Widened Friction Course Spread Rate	110

Pay Items

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
160-4	TYPE B STABILIZATION	3,403.27 SY	\$8.34	\$28,383.27
285-709	OPTIONAL BASE,BASE GROUP 09	1,731.36 SY	\$24.33	\$42,123.99
327-70-1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	10,403.01 SY	\$2.74	\$28,504.25
334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	163.48 TN	\$169.37	\$27,688.61
337-7-82	ASPH CONC FC,TRAFFIC C,FC-9.5,PG 76-22	572.17 TN	\$162.68	\$93,080.62
337-7-82	ASPH CONC FC,TRAFFIC C,FC-9.5,PG 76-22	81.74 TN	\$162.68	\$13,297.46

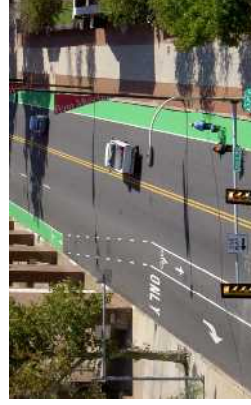
X-Items

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
710-11-160	PAINTED PAVT MARK,STD,WHITE, MESSAGE	4.00 EA	\$49.17	\$196.68

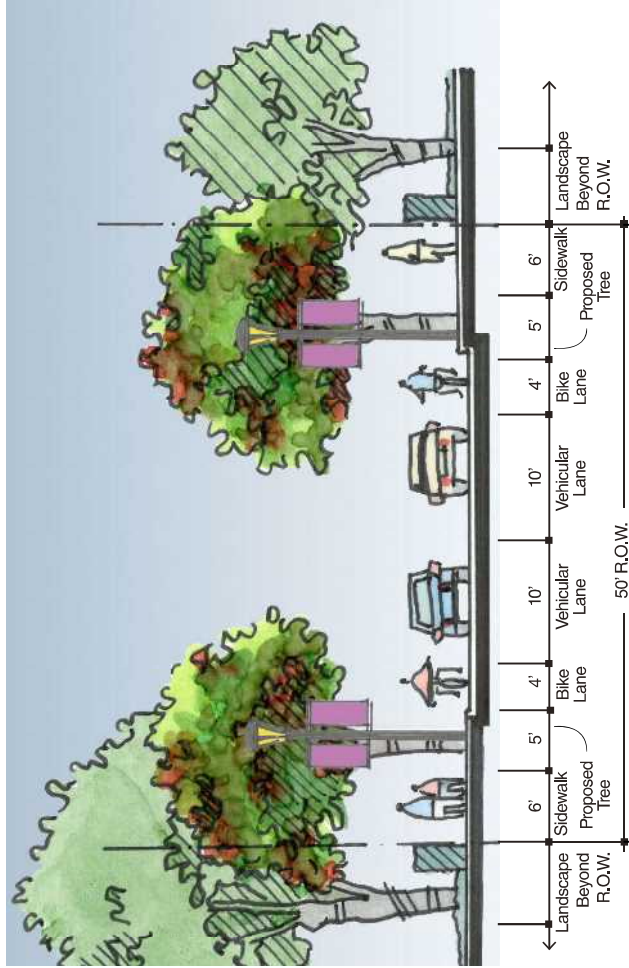


Improvements NW 1st Street

- The streetscape improvements allow accessibility for pedestrians, bicyclist and vehicular.
- Maximize provided parallel on-street parking on both sides along the street with a continuous sidewalk.
- Lighting and site accessories enhance the streetscape which include recommendations related to utility placement and areas outside of the existing R.O.W.
- All new trees are located in tree grates.
- The streetscape allows a 2' landscape easement on both sides, except where residential property is adjacent to R.O.W.



Dedicated Bike Lane Next to Vehicular Lane

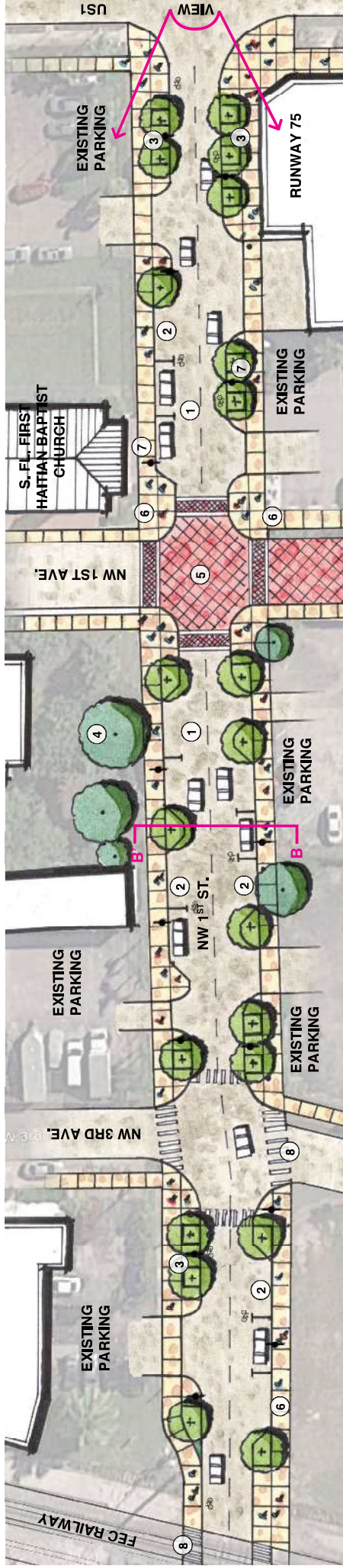


SECTION A-A': DEDICATED BIKE LANE NEXT TO VEHICULAR LANE

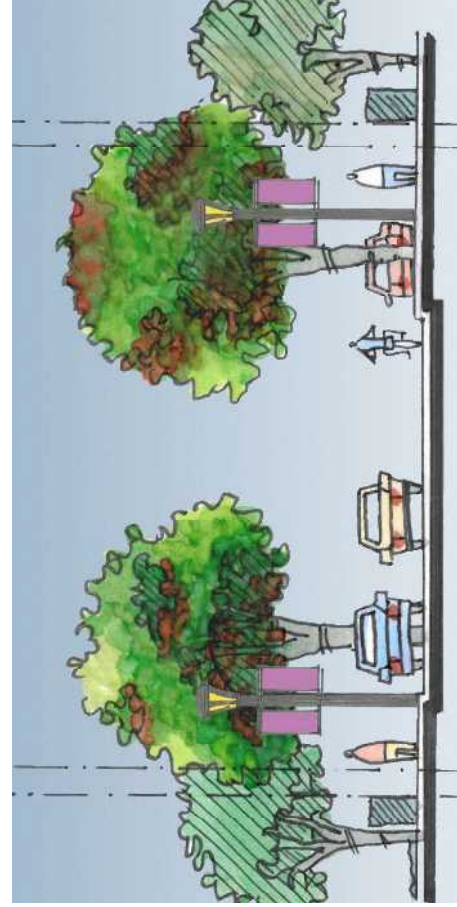
NW 1st Street - Zone A (Preferred Option)

City of Dania Beach, Florida





SITE PLAN



SECTION B-B': PARKING ON BOTH SIDES, SHARED BIKE LANES



LEGEND

1. Vehicular and Bike Shared Lanes
2. On Street Parking
3. Proposed Trees with Tree Pit
4. Existing Trees
5. Special Paving
6. Sidewalk
7. Street Light as existing
8. Crosswalk

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, AFFIRMING PARTICIPATION IN THE N 22 AVE / SW 12 AVE FROM SHERIDAN STREET TO STIRLING ROAD PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

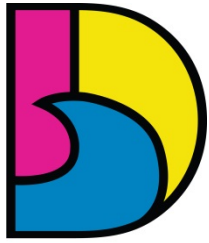
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-AFFIRM-LAP-N 22 SW 12 AV-MPO-020921v2, R-2021- Affirming Participation in N 22 Avenue-SW 12 Avenue from Sheridan Street to Stirling Road Project (MPO LAP), Reso backup N22 SW 12 LAP MPO



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: February 9, 2021

TO: Honorable Mayor and Commissioners

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

FROM: Fernando J. Rodriguez, Public Services Director

RE: RESOLUTION AFFIRMING THE CITY'S PARTICIPATION IN THE N 22 AVE / SW 12 AVE FROM SHERIDAN STREET TO STIRLING ROAD PROJECT

Request

The Public Services Department (PSD) requests the adoption of the attached resolution affirming participation in the N 22 Ave / SW 12 Ave from Sheridan Street to Stirling Road Project through the Broward Metropolitan Planning Organization (MPO).

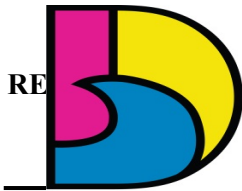
Background

Resolution 2018-154 authorized the City's application for an MPO Complete Streets and Other Local Initiative Program (CSLIP) project for SW 12 Street (aka JA Ely Blvd). The application was submitted in partnership with the City of Hollywood since the two cities share the road.

The MPO staff informed the Public Services Department (PSD) that the Florida Department of Transportation (FDOT) would no longer build local projects. Moving forward, FDOT would only fund local projects if the City assumed the construction as part of FDOT's Local Agency Program (LAP). The MPO's Transportation Improvement Plan FY 2021-2025 contains two projects affected by FDOT's new policy:

1. NW 1 Street from Bryan Road to US-1/SR 5
 - design in 2026
 - construction in 2028
 - project budget \$2,391,502
2. N 22 Avenue / SW 12 Avenue from Sheridan Street to Stirling Road
 - design in 2025
 - construction in 2027
 - project budget \$1,780,816
 - joint project with the City of Hollywood

\continued...



FDOT substantially increased project funding by including design and Construction Engineering Inspection (CEI) services as reimbursable expenses under LAP, assuming most project costs.

With such a substantial policy change in the approach to local project construction, the MPO and FDOT require the City to recommit to their construction projects.

Budgetary Impact

FDOT provides funding for design through construction. The City must upfront project costs during the project period, and FDOT will reimburse the City's expenses. FDOT will not reimburse cost over-runs. The MPO's Transportation Improvement Plan identifies design for 2025 and construction estimated for 2027.

Recommendation

It is recommended that the City Commission adopt the resolution affirming the City's participation in the N 22 Ave / SW 12 Ave from Sheridan Street to Stirling Road.

Attachments: Resolution 2018-154
Excerpt of FDOT planning document.
Project rendering

RESOLUTION NO. 2021-019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AFFIRMING PARTICIPATION IN THE N 22 AVENUE / SW 12 AVENUE FROM SHERIDAN STREET TO STIRLING ROAD PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Broward Metropolitan Planning Organization (“MPO”) approved the “Complete Streets and other Localized Initiatives Program” (“CSLIP”) on July 9, 2015; and

WHEREAS, N 22 Ave/SW 12 Avenue from Sheridan Street to Stirling Road Project was evaluated and ranked by the MPO, then vetted to determine programmability in accordance to the CSLIP policies; and

WHEREAS, a resolution from the City of Dania Beach Commission stating support for the project is required to establish funding eligibility; and

WHEREAS, the project is included in the Broward County MPO currently adopted fiscal year 2021-2025 Transportation Improvement Program (“TIP”) using federal funds; and

WHEREAS, federally funded projects off the state highway system are delivered using the federally mandated Local Agency Program (“LAP”) process; and

WHEREAS, the City of Dania Beach supports the City of Hollywood to administer and deliver the project under LAP; and

WHEREAS, the City commits to coordinate with Hollywood to determine any required funding commitments for the upfront cost for design, Construction Engineering and Inspection (CEI) services, and construction to then be reimbursed in accordance with the requirements of LAP; and

WHEREAS, the City commits to coordinating with Hollywood to determine any required funding commitments for construction contingency per the requirements of LAP; and

WHEREAS, N 22 Avenue/SW 12 Avenue from Sheridan Street to Stirling Road will be constructed within the Agencies’ rights of way; and

WHEREAS, it is the responsibility of the City to maintain or coordinate the maintenance of the roadways after the project's completion;

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

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

Section 2. That the City Commission authorizes staff to incorporate the N 22 Avenue/SW 12 Avenue from Sheridan Street to Stirling Road Project into the City’s Capital Improvement Plan to coincide with the MPO’s Transportation Improvement Plan and to provide up-front funding that will be reimbursed by FDOT.

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 February 9, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

RESOLUTION NO. 2018-154

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR THE 2019 COMPLETE STREETS AND OTHER LOCALIZED INITIATIVES GRANT PROGRAM UNDER A JOINT APPLICATION WITH THE CITY OF HOLLYWOOD FOR IMPROVEMENTS OF A PORTION OF JA ELY BOULEVARD LOCATED BETWEEN STIRLING ROAD AND SHERIDAN STREET WITHIN THE DANIA BEACH MUNICIPAL BOUNDARIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Complete Streets and Other Localized Initiatives Grant Program (“CSLIP”) is administered by the Broward County Metropolitan Planning Organization (the “MPO”); and

WHEREAS, the Broward MPO CSLIP program provides funding for the design and construction of small transportation projects that will improve mobility and safety for all transportation users; and

WHEREAS, the City of Dania Beach and the City of Hollywood (the “Cities”) will be submitting an application for the 2019 CSLIP with a request for a CSLIP project along a portion of JA Ely Boulevard located between Stirling Road and Sheridan Street, (the “Project”); and

WHEREAS, the grant related transportation project was presented to the Dania Beach City Commission at its October 23, 2018 meeting and to the Hollywood City Commission; and

WHEREAS, a community meeting was held to inform the public of the Project and receive comments from citizens; and

WHEREAS, the Project is supported by the City of Dania Beach and the City of Hollywood and the proposed improvements to JA Ely Boulevard are described to include paving, drainage, sidewalks, bike lanes, crosswalks, pedestrian lighting, disability ramps, pavement markings and signage; and

WHEREAS, the Cities own, operate and maintain JA Ely Boulevard; and

WHEREAS, the CSLIP does not require a City match; however, the Cities will be responsible for any construction costs exceeding the CSLIP cap; and

WHEREAS, the Cities are responsible for all operations and maintenance costs or additional enhancements after the Project is completed; and

WHEREAS, the City of Dania Beach endorses Florida Department of Transportation (FDOT) delivering the Project on the City's behalf, fully administering the design and construction phases of the Project;

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

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

Section 2. That the request to submit the 2019 CSLIP application for the Project submitted by the City of Dania Beach and the City of Hollywood, Florida to the Broward County MPO, is approved and the City endorses the Project and seeks funding for it from the Broward MPO CSLIP Program.

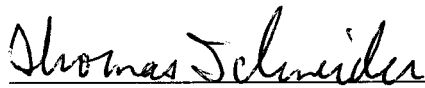
Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the application as are deemed necessary and proper for the best interests of the City and grant eligibility.

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 October 23, 2018.

ATTEST:

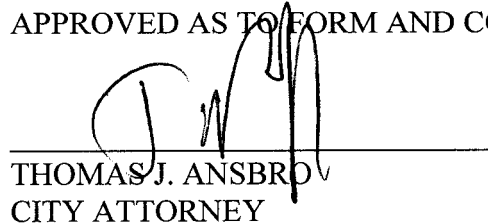


THOMAS SCHNEIDER
CITY CLERK




TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:


THOMAS J. ANSBROW
CITY ATTORNEY

RESOLUTION NO. R-2018-362

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO APPLY FOR AND IF AWARDED, ACCEPT THE BROWARD METROPOLITAN PLANNING ORGANIZATION'S COMPLETE STREETS AND OTHER LOCALIZED INITIATIVES PROGRAM AWARD, IN A TOTAL AGGREGATE AMOUNT NOT TO EXCEED \$6,000,000.00 TO IMPLEMENT THREE COMPLETE STREET AND OTHER LOCALIZED INITIATIVES PROJECTS FILLING IN SIDEWALK NETWORKS AND OTHER PEDESTRIAN SAFETY IMPROVEMENTS ALONG CITY MAINTAINED LOCAL STREETS WITHIN THE FOLLOWING AREAS: JOHNSON STREET MOBILITY AND PEDESTRIAN SAFETY IMPROVEMENTS, N. 35TH AVENUE TO N 14TH AVENUE; NORTH 22ND AVENUE COMPLETE STREETS FROM SHERIDAN STREET TO S.W. 2ND PLACE (CO-APPLICANT WITH THE CITY OF DANIA BEACH); AND SIDEWALK CONSTRUCTION INFILL IN THE AREA BORDERED BY STATE ROAD 7 TO THE WEST, N. 56TH AVENUE TO THE EAST, TAFT STREET TO THE SOUTH, AND SHERIDAN STREET TO THE NORTH (WEST PARK ROAD E OF SR 7 SIDEWALK NETWORK), SEGMENTS INFILL N. 64TH AVENUE AND SHERIDAN STREET, AND IF AWARDED, COMMITTING THE CITY TO FUND \$720,000.00 OR 12% OF TOTAL COST FOR PROJECT CONTINGENCIES FOR THE PROJECTS, TOGETHER WITH THE APPLICABLE OPERATING AND MAINTENANCE COSTS ONCE COMPLETE; FURTHER AUTHORIZING APPROPRIATE CITY OFFICIALS TO EXECUTE ALL APPLICABLE PROGRAM DOCUMENTS AND AGREEMENT(S).

CERTIFICATION

I certify this to be a true and correct copy of the record in my office.

WITNESSETH my hand and official seal of the City of Hollywood, Florida, this the

14 day of November 20 18

City Clerk

WHEREAS, The Broward Metropolitan Planning Organization ("Broward MPO") has adopted Commitment 2040, their Long Range Transportation Plan ("LRTP"); and

WHEREAS, this set the stage for a new, more streamlined program for funding local mobility projects; and

WHEREAS, as a result of the streamlined program, the Broward MPO has established the Complete Streets and Other Localized Initiatives Program; and

WHEREAS, under the MPO Complete Streets and Other Localized Initiatives Program, the City has the opportunity to apply for grant funding to partially fund Complete Streets Projects for the following areas:

- (1) Johnson Street Mobility and Pedestrian Safety Improvements, from N. 35th Avenue to N. 14th Avenue; and
- (2) North 22nd Avenue Complete Streets, from Sheridan Street to S.W. 2nd Place (co-applicant with the City of Dania Beach); and
- (3) Sidewalk network infill part: a) State Road 7 to the west, N. 56th Avenue to the east, Taft Street to the south, and Sheridan Street to the north (West Park Road east of SR 7 Sidewalk Network), and b) N. 64th Avenue, west side from Grant Street to Roosevelt Street and Sheridan Street, from 70th Terrace to 72nd Avenue ; and

WHEREAS, the Broward MPO has requested a Resolution from the City in order for a grant application to be accepted and evaluated for ranking; and

WHEREAS, the Department of Development Services, Engineering Division desires to apply for this grant in a total aggregate amount not to exceed \$6,000,000.00; and

WHEREAS, this grant requires the City to commit matching funds of 12% of the total cost for project contingencies in the amount of \$720,000.00 for the projects; and

WHEREAS, the remainder of the matching funds in the amount of \$720,000.00 will be made available contingent upon a grant award in the year required, which is anticipated to be FY 2023, and subject to the availability of funds; and

WHEREAS, upon completion of the projects, the City will be responsible for operating and maintenance costs.

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

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it authorizes the appropriate City officials to apply for the Broward MPO's Complete Streets and Other Localized Initiatives Program for funding in the amount of \$2,000,000.00 for each of the three Complete Streets Projects within the above referenced roadway and/or areas/zones, ranked for award in the order listed below for a total aggregate grant funding amount of \$6,000,000.00.

Ranking:

1. Johnson Street Mobility and Safety Improvements
2. N. 22nd Avenue Complete Streets (co-applicant with City of Dania Beach)
3. Sidewalks infill West Park Road E of SR 7 Sidewalk Network, N. 64th Avenue, Sheridan Street

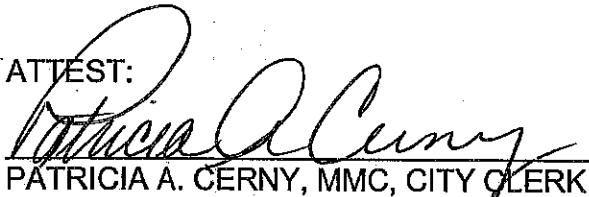
Section 3: That the City Manager is authorized to accept said funding, if awarded, provided that the City Manager shall have the discretion to refuse the funding in those circumstances where he determines it is in the best interest of the City to do so, in which case he shall advise the City Commission of his intention to refuse the funding.

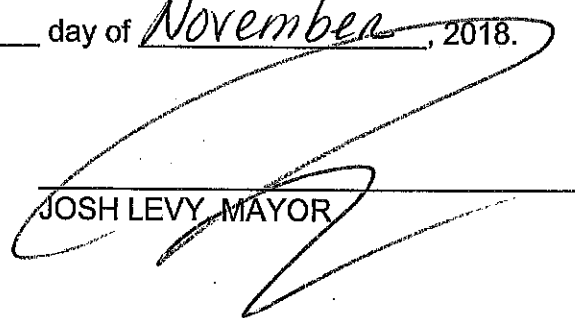
Section 4: That upon the MPO's Complete Streets and Other Localized Initiatives Program funding being awarded to the City, and the City Manager accepting said award, the appropriate City officials are authorized to execute an agreement along with any other applicable documents in a form acceptable to the City Manager, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

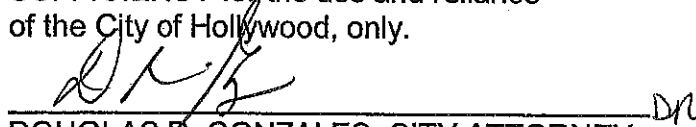
PASSED AND ADOPTED this 7 day of November, 2018.

ATTEST:


PATRICIA A. CERNY, MMC, CITY CLERK


JOSH LEVY, MAYOR

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, only.


DOUGLAS R. GONZALES, CITY ATTORNEY *DR*

Date: 8/5/2020 12:57:22 PM

FDOT Long Range Estimating System - Production

R3: Project Details by Sequence Report

Project: 445526-1-52-01

Letting Date: 01/2099

Description: NORTH 22ND/SW 12TH AVENUE FROM SHERIDAN STREET TO STIRLING ROAD

District: 04 County: 86 BROWARD

Market Area: 12 Units: English

Contract Class: 1 Lump Sum Project: N

Design/Build: N Project Length: 1.027 MI

Project Manager: VINITSKIY-CALVO

Version 2-P Project Grand Total

\$1,780,816.21

Description: 2020 WPUC

Sequence: 1 RSU - Resurfacing, Undivided

Net Length: 0.341 MI
1,800 LF

Description: SW 12 Ave from Sheridan St to SW 10 St

Special Scope of work includes installation of pedestrian lighting and both sides, sharrows bike markings,

Conditions: and construction of ADA approved curb ramps

ROADWAY COMPONENT

User Input Data

Description	Value
Number of Lanes	2
Roadway Pavement Width L/R	11.00 / 11.00
Structural Spread Rate	0
Friction Course Spread Rate	110

X-Items

Pay item	Description	Quantity	Unit	Unit Price	Extended Amount
110-4-10	REMOVAL OF EXIST CONC	67.00	SY	\$20.00	\$1,340.00
	Comment: Removal of sidewalk at Sheridan St (100') (2 locations due to conflicts with existing lighting poles				
711-11-160	THERMOPLASTIC, STD, WHITE, MESSAGE	12.00	EA	\$100.00	\$1,200.00
	Comment: Sharrow message every 300' on both directions				

Pavement Marking Subcomponent

Description	Value
Include Thermo/Tape/Other	Y
Pavement Type	Asphalt
Solid Stripe No. of Paint Applications	1
Solid Stripe No. of Stripes	2
Skip Stripe No. of Paint Applications	1
Skip Stripe No. of Stripes	1

Roadway Component Total

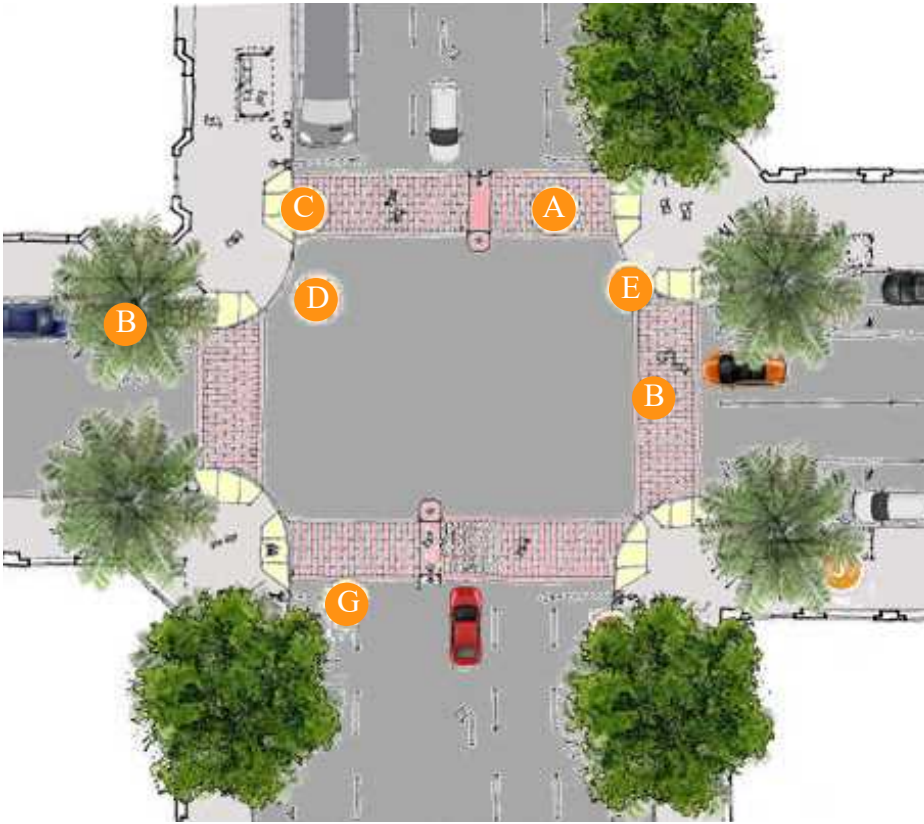
\$2,540.00

SHOULDER COMPONENT

User Input Data

JA ELY BOULEVARD / SW 12th AVE.

ELEMENTS OF A GOOD INTERSECTION



Good intersection design provides a number of pedestrian-oriented features, such as well-marked crossings and curb extensions.

JA ELY BOULEVARD:

Jurisdiction of this boulevard is shared by both cities:
City of Dania Beach (east side of ROW)
City of Hollywood (west side of ROW)

The limits of this proposal are Stirling Road and Sheridan Street.

IMPROVEMENTS TO JA ELY BOULEVARD INCLUDE:

Paving, drainage, sidewalks, sharrows, crosswalks, pedestrian lighting, ADA ramps, pavement markings and signage.

DESIGN FEATURES

- A VISIBLE CROSSWALKS:** Well-marked, visible crossings should be provided to alert drivers to the fact that they are approaching a location where they may encounter crossing pedestrians. In some cases, raised or colored crossings may be appropriate.
- B PARKING RESTRICTIONS AT CORNERS:** Restricting parking adjacent to corners makes pedestrians and vehicles approaching intersections more visible to one another.
- C CROSSING AIDS:** Accessible pedestrian facilities such as curb ramps and accessible pedestrian signals should be provided.
- D REDUCED CURB RADII:** Curb radii for turning vehicles should be minimized to shorten crossing distances, increase pedestrian visibility, and slow turning traffic.
- E CURB EXTENSIONS:** The installation of curb extensions should be considered in areas with high pedestrian volumes to reduce crossing times, increase pedestrian visibility, and slow turning traffic.
- F ROADWAY AND PEDESTRIAN LIGHTING:** Intersections should be well-lit at night to improve visibility for all users. Sufficient lighting to illuminate crossing pedestrians should be provided.
- G STREETScape ELEMENTS:** Streetscape elements, including trees, plantings, and seating should be provided adjacent to intersections to enhance the character and quality of the public realm and the sense of an intersection as an important public space. It is recognized that these elements may not be grant eligible.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE REPEALING ORDINANCE 2004-019 WHICH IS CODIFIED AS SECTION 2-5 OF THE CODE OF ORDINANCES, ENTITLED “ADOPTION OF CIVIL SERVICE RULES”

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Memo - PPM Repealing Civil Service Rules, PPM OVERVIEW (00415844-8xC4B6A), O-2021- Repealing Civil Service Rules



CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: December 16, 2020

TO: Honorable Mayor and Commissioners

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

VIA: Linda Gonzalez, SPHR, SHRM-SCP, IPMA-SCP, HR/Risk Director

RE: Personnel Policy Manual (PPM)

The Request

This proposed ordinance will repeal the outdated civil service rules and enable the City Manager to implement a modernized set of personnel rules and regulations to be titled "Personnel Policy Manual" ("PPM").

Background

The Personnel Policy Manual ("PPM") is the consolidation of City operating policies and procedures regarding monetary and non-monetary benefits for City employees.

It is intended to:

- Establish clear rules, which, if followed by employees and consistently applied by supervisors and managers, will result in a positive, productive, even-handed, non-discriminatory and safe workplace.
- Replace the outdated 2004 City Civil Service Rules with a more concise document that can be amended more easily to reflect the evolving dynamic of a modern workplace.
- Give each employee the answers to most of the general questions they may have about their employment at the City of Dania Beach.
- Serve as new starting point to train and educate employees about City policies and benefits.
- Apply immediately employees whose classifications are not covered by the bargaining unit, (with noted exceptions)

The PPM is not intended to:

- Be a duplicate of a collective bargaining agreement. To the extent that any portion of the PPM conflicts with a collective bargaining agreement (CBA), the terms of the collective bargaining agreement will prevail. This is the typical way conflicts are handled in a unionized environment and consistent with labor law

The Civil Service Rules are very outdated. Since the rules were authorized in the 1960's, they have only been amended a few times; the most recent amendment occurring sixteen (16) years ago in 2004. There have been significant advancements in administrative governmental practices and changes to employment laws and regulations that would make any attempt to amend the old rules exceedingly difficult, if not impossible.

The new PPM should be viewed as one more example of how Dania Beach is evolving as a modern and vibrant community.

In conjunction with advancing the PPM, a study was made to determine the manner in which modern municipalities deal with personnel rules. Attached is a chart that indicates how the municipalities created since 2000 address personnel rules. None of the newer municipalities have a civil service system; all have personnel policies implemented and amendable by the municipality's city manager or city administrator.

Recommendation

It is recommended the City Commission repeal Ordinance 2004-019, repealing the antiquated Civil Service Rules which will clear the way for the City Manager to implement the new Personnel Personnel Policy Manual, (PPM).

CITY OF DANIA BEACH
PERSONNEL POLICY MANUAL OVERVIEW
December 2020

WHAT IS THE PERSONNEL POLICY MANUAL?

The Personnel Policy Manual (“PPM”) is the consolidation of City operating policies and procedures regarding monetary and non-monetary benefits for City employees.

It is intended to:

- Establish clear rules, which, if followed by employees and consistently applied by supervisors and managers, will result in a positive, productive, even-handed, non-discriminatory and safe workplace.
- Replace the outdated 2004 City Civil Service Rules with a more concise document that can be amended more easily to reflect the evolving dynamic of a modern workplace.
- Give each employee the answers to most of the general questions they may have about their employment at the City of Dania Beach.
- Serve as new starting point to train and educate employees about City policies and benefits.

The PPM is not intended to:

- Be a duplicate of a collective bargaining agreement.

WHY REPLACE THE CIVIL SERVICE RULES WITH THE PPM?

The Civil Service Rules are very outdated. Since the rules were authorized in the 1960s they have only been amended a few times; the most recent amendment occurring 16 years ago in 2004. There have been significant advancements in administrative governmental practices and changes to employment laws and regulations that would make any attempt to amend the old rules exceedingly difficult, if not impossible.

The new PPM should be viewed as one more example of how Dania Beach is evolving as a modern and vibrant community.

In conjunction with advancing the PPM, a study was made to determine the manner in which modern municipalities deal with personnel rules. Attached is a chart that indicates how the municipalities created since 2000 address personnel rules. None of the newer municipalities have a civil service system; all have personnel policies implemented and amendable by the municipality’s city manager or city administrator.

WHAT IS THE PROCEDURE FOR THE NEW PPM TO REPLACE THE OLD CIVIL SERVICE RULES?

The Civil Service Rules were adopted by ordinance and therefore needs to be repealed by ordinance. The City Manager will issue the PPM contemporaneously with passage of the ordinance.

WHY IS THE COMMISSION BEING BRIEFED NOW?

Although the Commission does not have the authority to write policy as it pertains to City employees, and this authority lies with the City Manager, this briefing is intended to inform the Commission of the adoption process. In the last collective bargaining sessions with AFSCME, the City agreed to provide the draft PPM to the Union before it was formally issued. Therefore, it seems appropriate for the members of the Commission to see it first and be briefed on the adoption process that will follow.

WHAT DOES THE PPM COVER:

The table of contents, a copy of which is attached, best illustrates the subjects covered by the PPM.

HOW LONG HAS THE PREPARATION OF THE PPM TAKEN?

It has taken several years to draft the PPM. Due to the comprehensive nature of the subjects the PPM cover, City staff, with the assistance of the City Attorney's Office, and principally from outside Labor Counsel undertook a careful review of City policies, best practices developed by other local government agencies, changes to applicable federal, state and county laws, input from the collective bargaining process, and developing trends in labor/management administration.

WHO DOES THE PPM APPLY TO?

The PPM applies to all City of Dania Beach employees, including employees covered by a collective bargaining agreement.

The PPM does not apply to the City Commission, the City Manager, the City Attorney, or individuals who report directly to the City Manager and who may have appointment letters or employment agreements.

WHEN WILL THE PPM TAKE EFFECT?

The City Manager will issue the PPM and announce its implementation date timed to coincide with the repeal of the outdated Civil Service Rules.

WILL IT APPLY TO ALL EMPLOYEES AT THE SAME TIME?

It will apply to all non-bargaining unit (Union) employees immediately.

Depending on the Union's response following their review, there may be some delay in when all provisions of the PPM apply to Union employees. Some provisions will take effect on implementation, some may not. As required by law, those portions of the PPM which deal with wages, benefits, or conditions of employees for unionized employees will not take effect until the Union has been given notice and opportunity to bargain those issues the Union sees as a change in the status quo.

The positive relationship and line of communication the City established with the last collective bargaining agreement and continued positive relationship should facilitate and expedite the resolution of any issues raised by the Union. If there are portions the Union doesn't agree with, those sections will be addressed in the next round of collective bargaining.

WHAT IS THE RESPONSIBILITY OF THE EMPLOYEES?

It is every employee's responsibility to read this PPM and to know and comply with the policies and procedures described in it, including any revisions or amendments adopted by the City.

It is also the responsibility of the employees to ask questions if they don't understand any provision of the PPM. The City Manager wants the PPM to be as clear and user-friendly as possible. Questions from employees will help the City administration to fine tune the PPM to make certain it is the model of clarity.

WHAT IF THERE IS A CONFLICT BETWEEN THE PPM AND A COLLECTIVE BARGAINING AGREEMENT?

To the extent that any portion of the PPM conflicts with a collective bargaining agreement (CBA), the terms of the collective bargaining agreement will prevail. This is the typical way conflicts are handled in a unionized environment and consistent with labor law.

In the last round of collective bargaining with AFSCME, the City stated it was working on the PPM but it was not ready to be fully incorporated in the CBA. The Rules of Conduct and Drug Testing sections of the PPM were ready before bargaining was concluded and were incorporated in the CBA. All references to the Civil Service Rules were replaced with reference to the PPM. The full version of the PPM will be provided to AFSCME for its review and comments.

HOW DO CHANGES IN THE LAW AFFECT THE PPM?

If a subject matter contained in these policies is addressed by Federal, State, or County laws or regulations, or by administrative or judicial interpretation of such Federal, State, or County laws, the Federal, State, or County laws or regulations, or administrative or judicial interpretation of such Federal, State, or County laws or regulations will control.

In the event of a conflict between these policies and a City Ordinance, the Ordinance will control.

HOW WILL THE EMPLOYEES BE INFORMED OF THE PPM AND ITS CONTENTS?

Every employee will be given a copy of the PPM with instructions to read it during work time. For those employees represented by AFSCME, the PPM will also be provided to the Union representatives, as is required.

The Human Resources Director will provide training to Supervisory staff first, regarding the PPM contents. Thereafter, all employees will be required to watch a training video during which time the contents and purpose of the PPM will be explained. All employees will be given the opportunity to contact Human Resources should they have specific questions.

The PPM will be posted on the City's intranet, which is accessible to all employees.

HR will periodically issue Q&A updates and clarifications to the employees addressing common questions about the PPM.

WHY IS THE CITY MANAGER RESPONSIBLE FOR ISSUING THE PPM?

Although the PPM is not a contract and does not create a contractual relationship between an employee and the City, it does establish many standards that the City Manager will expect the City's employees to adhere to. The Manager is responsible for the administration of the PPM as it is the Manager who has final authority to supervise the City work force as described in the City Charter.

In accordance with the Article 3 of the City Charter, all employees, except the City Attorney, are subordinates of the City Manager; therefore, the City Manager has the overall responsibility for the administration of the PPM. Though there may be occasions when the City Manager will delegate responsibilities related to the administration of the PPM to others, the City Manager has final responsibility for proper administration of the PPM, including the authority to interpret any provision of the PPM.

The City Manager will be able to amend any part of this PPM when the City Manager finds that amendment is required by law (taking input from the City Attorney), to implement changes to allow the City to better compete for municipal employees in a competitive marketplace, or in the best interest of the City and its operations. The City Manager may, at any time, interpret the PPM and develop procedural rules and other personnel policies.

The City Manager may waive the requirements of a policy or procedure if the City Manager determines that waiver is in the best interest of the City and its operations. The City Manager must keep the City Commission informed when the PPM is amended. No monetary changes will be made until the City Commission appropriates funds in support of those changes,

TABLE OF CONTENTS

SECTION 1:	INTRODUCTION.....
1.1	ABOUT THE PERSONNEL POLICY MANUAL
1.2	ADMINISTRATION OF THE PPM
SECTION 2:	GENERAL EMPLOYMENT POLICIES.....
2.1	EMPLOYMENT NOT GUARANTEED
2.2	EQUAL EMPLOYMENT OPPORTUNITY
2.3	HARASSMENT-FREE WORKPLACE
2.4	ANTI-BULLYING POLICY
2.5	AMERICANS WITH DISABILITIES ACT.....
2.6	OPEN DOOR POLICY
2.7	EMPLOYEE DISPUTE RESOLUTION PROCEDURE.....
SECTION 3:	WORKING AT THE CITY OF DANIA BEACH.....
3.1	CATEGORIES OF EMPLOYMENT
3.2	RECRUITMENT AND PROBATION
3.3	BACKGROUND SCREENING AND FAIR CHANCE POLICY
3.4	PROBATION
3.5	TIMEKEEPING
3.6	OVERTIME
3.7	POLICY PROHIBITING DEDUCTIONS FROM COMPENSATION OF SALARIED, EXEMPT EMPLOYEES
3.8	ATTENDANCE AND PUNCTUALITY.....
3.9	REST AND MEAL PERIODS FOR NON-EXEMPT EMPLOYEES
3.10	BREAKS FOR NURSING MOTHERS
3.11	TELEWORK
3.12	DRESS RULES
3.13	UNIFORM POLICY
3.14	OUTSIDE EMPLOYMENT.....

3.15	EMPLOYMENT OF RELATIVES (NEPOTISM)
3.16	FRATERNIZATION
3.17	COLLECTIVE BARGAINING AGREEMENTS.....
3.18	EMPLOYEE WORK SPACE
3.19	EMPLOYEE AND EMERGENCY CONTACT INFORMATION
3.20	CITY VEHICLE USE.....
SECTION 4:	STANDARDS OF CONDUCT
4.1	CONFLICT OF INTEREST
4.2	RULES OF CONDUCT
4.3	CORRECTIVE ACTION.....
4.4	SUSPENSIONS.....
4.5	INTERNAL INVESTIGATIONS
4.6	SOLICITATION/DISTRIBUTION
4.7	GIFTS
4.8	ELECTIONS AND POLITICAL CAMPAIGNS
4.9	EMPLOYEES PROHIBITED FROM SEEKING ELECTIVE OFFICE
4.10	COMMUNICATION PROTOCOLS WITH ELECTED OFFICIALS.....
4.11	ARRESTS AND CONVICTIONS
SECTION 5:	TECHNOLOGY USE POLICY
5.1	CITY COMPUTER SYSTEM, INTERNET, AND EMAIL.....
5.2	TELEPHONE CALLS AND CELL PHONE USAGE.....
5.3	CELL PHONE POLICY
5.4	SOCIAL MEDIA.....
SECTION 6:	SAFETY AND SECURITY
6.1	SAFETY MEASURES.....
6.2	CITY IDENTIFICATION
6.3	ACCESS TO CITY FACILITIES
6.4	WORKPLACE VIOLENCE POLICY.....
6.5	SMOKE-FREE WORKPLACE
6.6	DRUG AND ALCOHOL FREE WORKPLACE POLICY.....

6.7	EMPLOYEE REPORTING PROCEDURES DURING DISASTER OPERATIONS
6.8	CHILDREN IN THE WORKPLACE
SECTION 7:	LEAVES OF ABSENCE
7.1	FAMILY AND MEDICAL LEAVE OF ABSENCE
7.2	GRANDPARENT AND DOMESTIC PARTNER LEAVE
7.3	WORKERS' COMPENSATION LEAVE OF ABSENCE
7.4	MILITARY LEAVE
7.5	JURY DUTY AND WITNESS LEAVE
7.6	BEREAVEMENT LEAVE
7.7	VOTING
7.8	DOMESTIC AND SEXUAL VIOLENCE LEAVE OF ABSENCE
7.9	PERSONAL LEAVE OF ABSENCE
7.10	ADMINISTRATIVE LEAVE
SECTION 8:	BENEFITS AND TIME-OFF
8.1	EMPLOYEE INSURANCE BENEFITS
8.2	EDUCATION REIMBURSEMENT PROGRAM
8.3	TRAVEL POLICY
8.4	DESIGNATED HOLIDAYS
8.5	VACATION
8.6	SICK LEAVE
8.7	PERSONAL DAYS
8.8	SAFETY DAY
8.9	LEAVE DONATIONS
8.10	RETIREMENT BENEFITS
SECTION 9:	CLASSIFICATION, COMPENSATION AND PERFORMANCE MANAGEMENT
9.1	PERSONNEL FILES
9.2	IN-SERVICE TRAINING
9.3	RECLASSIFICATION
9.4	COST OF LIVING ADJUSTMENT
9.5	PROMOTION

9.6	TRANSFER POLICY
9.7	DEMOTION.....
9.8	WORKING OUT OF CLASSIFICATION.....
SECTION 10:	LEAVING THE CITY
10.1	RESIGNATIONS
10.2	LAY OFF
10.3	TERMINATION FROM EMPLOYMENT.....
10.4	DEATH
10.5	EXIT INTERVIEWS
10.6	RETURN OF CITY'S PROPERTY

MODERN MUNICIPALITIES (CREATED SINCE 2000)

(Source-Florida League of Cities and Muni-Code Corp)

MUNICIPALITY	YEAR INCORPORATED	CIVIL SERVICE YES/NO	PERSONNEL POLICIES RULES LANGUAGE
Miami Gardens	2003	NO	All new employment, appointments and promotions of City employees shall be made pursuant to personnel procedures to be established by the Manager from time to time.
Cutler Bay	2005	NO	All new employment, appointments and promotions of town employees shall be made pursuant to written personnel procedures to be established by the manager from time to time.
Doral	2003	NO	Not mentioned in Rules but Policy manual provides: The City Manager has the sole discretion to amend the Employee Manual or any other City-issued policy at any time, with or without notice.
Weston ¹	1996	NO	All new employments, appointments and promotions of City officers and employees shall be made pursuant to personnel procedures to be established by the City Manager from time to time.
Southwest Ranches	2000	NO	All new employments, appointments, and promotions of Town

¹ Included because it is the Broward municipality most recently created prior to 2000.

			officers and employees shall be made pursuant to personnel procedures to be established by the Administrator from time to time.
Miami Lakes	2000	NO	All new employment, appointments and promotions of Town employees shall be made pursuant to personnel procedures to be established by the Manager from time to time.
Palmetto Bay	2002	NO	All new employment, appointments and promotions of Village employees shall be made pursuant to personnel procedures to be established by the Manager from time to time.
West Park	2005	NO	All new employments, appointments, and promotions of city officers and employees shall be made pursuant to personnel procedures to be established by the administrator from time to time.
Loxahatchee Groves	2006	NO	Town personnel system. All new employments, appointments, and promotions of town officers and employees shall be made pursuant to personnel procedures to be established by the town manager from time to time.
Grant-Valkaria	2006	No	pending
Estero	2014	No	pending
Westlake	2016	NO	The City of Westlake has a Council/Manager form of government, and the Council appoints the City

			Manager. The City Manager, a position defined in the City Charter, is the Chief Administrative officer that directs and supervises the administration of all departments, offices and agencies of the City.
Indiantown	2017	NO	Village manage will appoint, hire, suspend, demote, or dismiss any village employee under the village manager's jurisdiction in accordance with law, and may authorize any department head to exercise these powers with respect to subordinates in that department

ORDINANCE NO. 2021-010

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REPEALING ORDINANCE 2004-019 WHICH IS CODIFIED AS SECTION 2-5 OF THE CODE OF ORDINANCES, ENTITLED “ADOPTION OF CIVIL SERVICE RULES”; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach intends to replace its civil service rules, last amended in 2004, with modernized personnel rules and regulations to be titled “Personnel Policy Manual” (“PPM”); and

WHEREAS, to avoid any conflict with the Personnel Policy Manual and the civil service rules, the City Commission is required to repeal the civil service rules in the same manner by which they were adopted, which is by ordinance;

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

Section 1. That Ordinance 2004-019, codified as section 2-5 of the Code of Ordinances, entitled “Adoption of Civil Service Rules”, is repealed in its entirety.

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 January 26, 2021.

PASSED and ADOPTED on second reading on February 9, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
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 ORDINANCE AMENDING CHAPTER 2, ENTITLED “ADMINISTRATION,” TO AMEND SECTION 2-1.2, ENTITLED “RESERVED” TO DEFINE THE TERM “CHAMBERS” FOR PURPOSES OF CITY COMMISSION MEETINGS

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

Memo defining chambers ordinance second reading(2-9-21), O-2021- Amending Sec. 2-1.2 to Define the Term Chambers for Purposes of City Commission Meetings



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: February 9, 2021

TO: Honorable Mayor and Commissioners

FROM: Thomas J. Ansbro, City Attorney

SUBJECT: Second Reading - Defining City Commission "Chambers" for Purposes of Carrying of Weapons into City Commission Meetings

The Request:

The City of Dania Beach City Commission seeks to define the City's Commission "Chambers", where it holds its meetings to include the adjacent atrium.

Background:

The Florida Department of Agriculture and Consumer Services listed places where persons are restricted from carrying a weapon or firearm even if a person has a concealed weapons license, including "any meeting of the governing body of a county, public school district, municipality or special district." (Florida Statutes, Section 790.06(12)). The City does not define the parameters of its meeting room Chambers, in which it holds meetings. By defining the area, the area will be restricted from allowing persons to carry a weapon or firearm, even if the holder has a concealed weapons license, in the meeting room and the adjacent atrium where seating is provided for various Commission matters. This was proposed by Vice-Mayor Salvino.

Budgetary Impact

There is no budgetary impact to this item.

Recommendation

It is recommended that the City Commission approve and adopt the ordinance on second reading.

TJA/EAB/la

cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa-Cruz, Assistant City Manager
Thomas Schneider, CMC, City Clerk
Danny Marks, BSO District Chief

ORDINANCE NO. 2021-011

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 2, ENTITLED “ADMINISTRATION,” TO AMEND SECTION 2-1.2, ENTITLED “RESERVED” TO DEFINE THE TERM “CHAMBERS” FOR PURPOSES OF CITY COMMISSION MEETINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach desires to amend the City’s Code of Ordinances in order to define “Chambers” to include the auditorium and the overflow atrium as part of the City’s Commission meeting room “Chambers”, which are used to hold City Commission meetings;

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

Section 1. The foregoing whereas clause is ratified and confirmed as being true and correct and is made a part of this Ordinance.

Section 2. Section 2-1.2 of the City’s Code of Ordinances, entitled “Reserved” is created to read as follows:

* * *

Sec. 2-1.2. - Reserved. City Commission Chambers, defined.

The Chambers of the City Commission utilized for its meetings shall consist of the main chamber with auditorium seating and the adjacent atrium, overflow seating area.

* * *

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 be codified.

Section 6. That this Ordinance shall take effect immediately at the time of passage and adoption.

PASSED on first reading January 26, 2021.

PASSED on second reading, February 9, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
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 ORDINANCE AMENDING CHAPTER 13, ENTITLED “HEALTH AND SANITATION,” TO CREATE SECTION 13-11, ENTITLED “VIRTUAL PUBLIC MEETINGS” AUTHORIZING THE CITY MANAGER TO MAKE PROVISIONS FOR PUBLIC MEETINGS BY USE OF COMMUNICATION MEDIA TECHNOLOGY AND FOR ATTENDANCE BY USE OF SUCH TECHNOLOGY BY ELECTED AND APPOINTED OFFICIALS DURING PERIODS WHEN THE CITY MANAGER DETERMINES AND DECLARES A LOCAL PUBLIC HEALTH EMERGENCY OR OTHER CIRCUMSTANCES IN WHICH THE CITY COMMISSION DETERMINES IT IS NECESSARY TO PROTECT THE HEALTH AND SAFETY OF CITY OFFICIALS, CITY STAFF, AND THE PUBLIC FOR THE DURATION OF THE DECLARED PUBLIC EMERGENCY

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Virtual Meeting Ordinance Second Reading 2-9-21, O-2021- Creating Sec. 13-11 Virtual Public Meetings, O-2021- Creating Sec. 13-11 Virtual Public Meetings Attachment, O-2021- Creating Sec. 13-11 Virtual Public Meetings Exhibit A to Attachment



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: February 9, 2021

TO: Honorable Mayor and Commissioners

FROM: Thomas J. Ansbro, City Attorney

SUBJECT: Second Reading - Amending Chapter 13 of the City's Code of Ordinances entitled "Health and Sanitation" to authorize virtual public meetings by use of communication media technology and for attendance by use of such technology by elected and appointed officials during periods when the City determines it is necessary to protect the health and safety of City Officials and residents.

The Request

To codify the authorization to hold virtual public meetings in emergency circumstances.

Background

Due to Covid-19, the Governor originally enacted an Executive Order authorizing local municipalities to hold virtual public meetings. The Governor's order expired on October 1, 2020, and the City enacted an emergency ordinance authorizing a quorum to appear virtually to hold public meetings. The City's emergency order is set to expire on January 20, 2021, and the City is currently seeking to extend that emergency order. The City, in the future may face other health or emergency exigent circumstances that would require the City Commission to hold virtual meetings. Due to the foregoing, the City desires to codify in the City's Code of Ordinances the authorization for the City Commission, Community Redevelopment, Planning & Zoning, and Special Master hearings, and other board meetings virtually, in future emergency situations.

Budgetary Impact

There is no budgetary impact to this item.

Recommendation

That the ordinance be approved and adopted at second reading.

TJA/EAB/la

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

ORDINANCE NO. 2021-012

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 13, ENTITLED “HEALTH AND SANITATION,” TO CREATE SECTION 13-11, ENTITLED “VIRTUAL PUBLIC MEETINGS” AUTHORIZING THE CITY MANAGER TO MAKE PROVISIONS FOR PUBLIC MEETINGS BY USE OF COMMUNICATION MEDIA TECHNOLOGY AND FOR ATTENDANCE BY USE OF SUCH TECHNOLOGY BY ELECTED AND APPOINTED OFFICIALS DURING PERIODS WHEN THE CITY MANAGER DETERMINES AND DECLARES A LOCAL PUBLIC HEALTH EMERGENCY OR OTHER CIRCUMSTANCES IN WHICH THE CITY COMMISSION DETERMINES IT IS NECESSARY TO PROTECT THE HEALTH AND SAFETY OF CITY OFFICIALS, CITY STAFF, AND THE PUBLIC FOR THE DURATION OF THE DECLARED PUBLIC EMERGENCY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Dania Beach deems it to be in the best interest of the citizens and residents of the City, to make provisions for public meetings by use of communication media technology and for attendance by use of such technology by elected and appointed officials during periods when the City Manager determines and declares a local public health emergency or other circumstances in which the City Commission determines necessary to protect the health and safety of City Officials, City staff, and the public; and

WHEREAS, in adopting this Ordinance, the City Commission of the City of Dania Beach (the “City Commission”) intends to protect the public health and safety by making provisions for the occurrence of and attendance at public meetings by use of communication media technology (“CMT”) during local public health emergencies, as determined by the City Manager; and

WHEREAS, Florida law, including Article 1, Section 24 (b) Florida Constitution, and Florida Statutes Sections 286.011 and 166.041, requires that meetings of elected and appointed officials (“Bodies”), for the conduct of public business, must be held following procedures (notice, access of meetings, opportunity to be heard, the taking of minutes, etc.) that ensure that the public is able to participate in and be aware of the decision making process (the “Sunshine Law”); and

WHEREAS, Previously, when asked whether a public body complies with the Sunshine Law when one or more members of the Body wish to participate in a meeting electronically from a remote location, the Florida Attorney General (“AG”) has opined that a quorum of the Body

must be physically present in order to allow a member, who due to “extraordinary circumstances” is unable to physically attend the meeting, to appear and participate electronically; and

WHEREAS, the City Commission finds there may be circumstances in which it would be s a clear and present danger in holding a public “in person” meeting for those attending and those who come in contact with those attending a meeting; and

WHEREAS, the technology exists to conduct public meetings using technology in which the City can comply with the provisions of the Sunshine Law while preserving human life; and

WHEREAS, the City Commission also possesses broad home rule powers that authorize it to protect the public health, safety, and welfare, declare emergencies, and protect its citizens; and

WHEREAS, there is no statute, Charter provision, or ordinance that defines “present” as physically within the walls of the City Hall Chambers. Webster’s Dictionary defines “in attendance” among other things as a meaning of “present”. Article 3, Section 4 of the City Charter provides: “The majority of the members of the Commission of the City of Dania Beach shall constitute a quorum”; and

WHEREAS, the City Charter does not require that a quorum be physically present; and

WHEREAS, the Charter does not prohibit attendance at the meeting of City Commissioners by electronic media and the City Commission finds that its attendance requirement for the purpose of establishing a quorum, participating and voting can be satisfied by physical or CMT attendance. This same rule of attendance applies to City Board or Committee meetings and quasi-judicial hearings; and

WHEREAS, there is no intrinsic error to use telephone and computer attendance to achieve a quorum. Consequently, the “preemption” of phone attendance, if it exists, must be expressly set forth in the Florida Constitution or general or special law, and not vaguely and ambiguously implied; and

WHEREAS, the City Commission finds that no preemption exists in state law; and

WHEREAS, the City Commission finds that it is in the best interests of the City Commission, Boards, Committees, City personnel, and citizens and residents of the City to authorize the City Manager to provide for the City Commission and members of the various Boards and Committees to be able to attend meetings electronically during a declared public

health emergency, pursuant to the City’s Charter, Chapter 252, Florida Statutes, and the City’s home rule authority, including that set forth in Article VIII, Section 2(b), Florida Constitution, and Section 166.021, Florida Statutes;

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

Section 1. The foregoing whereas clauses are ratified and confirmed as being true and correct and is made a part of this Ordinance.

Section 2. The Mayor and City Commission amend the City’s Code of Ordinances, Chapter 13, entitled “Health and Sanitation,” to create section 13-11, entitled “Virtual Public Meetings,” as follows:

**CHAPTER 13
HEALTH AND SANITATION**

* * *

13-11. ~~Reserved.~~ Virtual Public Meetings.

(a) Legislative Findings, Purpose, and Intent.

In adopting this Ordinance, the City Commission of the City of Dania Beach (the “City Commission”) intends to protect the public health and safety by making provisions for the occurrence of and attendance at public meetings by use of communication media technology (“CMT”) during local public health emergencies, as determined by the City Manager. The City Commission finds:

1. Florida law, including Article 1, Section 24 (b) Florida Constitution, and Florida Statutes Sections 286.011 and 166.041, requires that meetings of elected and appointed officials (“Bodies”), for the conduct of public business, must be held following procedures (notice, access of meetings, opportunity to be heard, the taking of minutes, etc.) that ensure that the public is able to participate in and be aware of the decision making process (the “Sunshine Law”).

2. Previously, when asked whether a public body complies with the Sunshine Law when one or more members of the Body wish to participate in a meeting electronically from a remote location, the Florida Attorney General (“AG”) has opined that a quorum of the Body must be physically present in order to allow a member, who due to “extraordinary circumstances” is unable to physically attend the meeting, to appear and participate electronically.

3. On March 19, 2020, the AG issued an AGO 2020-03, which provides that “unless and until legislatively or judicially determined otherwise, if a quorum is required to conduct official business, local government bodies may only conduct meetings by teleconferencing or other technological means if either a statute permits a quorum to be present by means other than

in-person, or the in-person requirement for constituting a quorum is lawfully suspended by the Governor during the state of emergency.”

4. Chapter 252, Florida Statutes, among other things, confers upon the City Commission the emergency powers provided for in Chapter 252 in order to protect the public peace, health, and safety; and to preserve the lives and property of the people of the state; and to “make, amend, and rescind such orders and rules as are necessary for emergency management purposes and to supplement the carrying out of the provisions of ss. 252.31-252.90, but which are not inconsistent with any orders or rules adopted by the division or by any state agency exercising a power delegated to it by the Governor or the division.” Section 252.46(1), Florida Statutes.

5. The City Commission finds there may be situations where it would be a clear and present danger in holding a public “in person” meeting for those attending and those who come in contact with those attending.

6. The technology exists to conduct public meetings using technology in which the City can comply with the provisions of the Sunshine Law while preserving human life.

7. The City Commission also possesses broad home rule powers that authorize it to protect the public health, safety, and welfare, declare emergencies, and protect its citizens.

8. There is no statute, Charter provision, or ordinance that defines “present” as physically within the walls of the City Hall Chambers. Webster’s Dictionary defines “in attendance” among other things as a meaning of “present”. Article 3, Section 4 of the City Charter provides: “The majority of the members of the Commission of the City of Dania Beach shall constitute a quorum. The affirmative vote of three (3) members of the City Commissioners shall be necessary to enact any ordinance or adopt any resolutions; provided that two-thirds of the membership of the City Commission is required to enact an emergency ordinance. On final passage, the vote of each member of the city commission shall be entered on the official record of the meeting.”

9. The City Charter does not require that a quorum be physically present.

10. The Charter does not prohibit attendance at the meeting of City Commissioners by electronic media and the City Commission finds that its attendance requirement for the purpose of establishing a quorum, participating and voting can be satisfied by physical or CMT attendance. This same rule of attendance applies to City Board or Committee meetings and quasi-judicial hearings.

11. There is no intrinsic error to use telephone and computer attendance to achieve a quorum. Consequently, the “preemption” of phone attendance, if it exists, must be expressly set forth in the Florida Constitution or general or special law, and not vaguely and ambiguously implied. Thus, the City Commission finds that no preemption exists in state law.

12. The City Commission finds that it is in the best interests of the City Commission, Boards, Committees, City personnel, and citizens and residents of the City to authorize the City Manager to provide for the City Commission and members of the various Boards and Committees to be able to attend meetings electronically during a declared public health emergency, pursuant to the City’s Charter, Chapter 252, Florida States, and the City’s home rule authority, including that set forth in Article VIII, Section 2(b), Florida Constitution, and Section 166.021, Florida Statutes.

(b) Declaration of Emergency.

Pursuant to its home rule powers, Chapter 252, Florida Statutes, and based upon the Legislative Findings set forth in the above-stated legislative findings, the City Commission of the City of Dania Beach may in the future find and declare that a public health emergency exists requiring immediate action by the City Commission. By virtue of the threat to public health and safety and by virtue of the threat to the City's financial health and home rule powers, it is necessary for the City to implement this ordinance and to utilize the below virtual meaning procedures.

(c) Limited Authorization for Public Meetings without Physical Presence.

The City Manager is authorized, pursuant to the home rule authority of the City Commission, Chapter 252, Florida Statutes, and based upon the Legislative Findings set forth in the above-stated recitals, during a declared public health emergency to:

- a) arrange for the City Commission, Boards, and Committees to meet and the public to participate electronically;
- b) promulgate rules of procedure that will ensure compliance with the Sunshine Law; and
- c) provide technology and administrative support as necessary to fulfill these objectives.

Such a meeting may only be conducted without the physical presence of a quorum of the City Commissioners, Boards, and Committees, if an emergency is declared based upon an infectious disease, and only so long as (1) the meeting is properly noticed, (2) minutes are taken, and (3) the public is permitted to attend via technology such as teleconferencing or web-based conferencing.

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 January 26, 2021.

PASSED on second reading February 9, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

**CITY OF DANIA BEACH, FLORIDA
OFFICE OF THE CITY MANAGER
UPDATED RULES FOR COMMUNICATION MEDIA TECHNOLOGY**

On March 10, 2020, the City Commission adopted Resolution No. 2020-030, providing certain powers to the City Manager during the declared State of Emergency due to Covid-19. Thereafter, on October 27, 2020, the City Commission adopted Emergency Ordinance No. 2020-017, which provides for virtual quorum procedures when there is a pandemic, such as the one which is currently existing. On January 12, 2021, the City Commission then adopted a new Emergency Ordinance, Ordinance 2021-006, to extend the virtual quorum procedures due to the pandemic. The authority of the City Manager, under Emergency Ordinance 2021-006, is to adopt rules for use of communications media technology for public meetings during a health emergency. Below is the City Manager's Order Adopting the Rules.

**ORDER ADOPTING RULES FOR USE OF COMMUNICATIONS MEDIA
TECHNOLOGY FOR PUBLIC MEETINGS DURING HEALTH EMERGENCY**

Section 1. Declaration Supplemented.

In accordance with the City Charter and Chapter 252, Florida Statutes, as well as the City Emergency Ordinance 2021-006, I am authorizing the following Rules to be observed relating to holding meetings through communications media technology, due to the current COVID-19 pandemic, which Rules are effective within the City of Dania Beach, Florida ("City") as provided below.

Section 2. Findings.

- a. The City is authorized to hold public meetings through the use of communications media technology, subject to the adoption of rules pursuant to Section 120.45(5)(b)(2), Florida Statutes. Also attached are the Rules of Procedures for "Quasi-Judicial Proceedings", which are incorporated by this reference as Exhibit "A".

Section 3. Rules of Procedure for Public Meetings Utilizing Communications Media Technology.

- a. Prior to the commencement of any City public meeting, the City shall post notice of the meeting in a manner consistent with Section 286.011, Florida Statutes, which Section is known as the "Florida Sunshine Law". The notice shall also include instructions on how to access the public meeting either via telephone, video conference, or other communications media technology utilized by the City.
- b. As used in this Order, "communications media technology" means the electronic transmission of printed matter, audio, full-motion video, freeze-frame video, compressed video, and digital video by any method available.
- c. If a public meeting provides for the opportunity for public comment, the notice shall also include instructions to inform members of the public how they may speak, submit comments or ask questions to be read or addressed at the public meeting.

- d. The City Clerk shall ensure that the public meeting complies with all requirements of Section 286.011, Florida Statutes-(for example, the preparation of minutes, etc.).
- e. The City Clerk shall include the following message in the notice:

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

Section 4. Effective Date.

This Order is enacted and to be used upon a declaration of a health emergency and may be further supplemented from time to time in accordance with the City Charter. This document shall be posted and distributed by the City Clerk.

Executed on January ___, 2021.

Approved as to Form and
Correctness

Ana M. Garcia, ICMA-CM, City Manager

Thomas J. Ansbro, City Attorney

Filed with the City Clerk on January ___, 2021, at 5:00 P.M.

Thomas Schneider, CMC, City Clerk

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.

RESOLUTION NO. 2021-020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SPECIFICALLY RECOGNIZING “JUNETEENTH” AS A CITY HOLIDAY, WHICH IS CELEBRATED ON JUNE 19TH ANNUALLY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Dania Beach, Florida is desirous of officially recognizing “Juneteenth” as a City holiday as reflected in the Proclamation attached as Exhibit “A” and made a part of and is incorporated into this Resolution by this reference, which more fully sets forth the Commission’s reasons for doing so.

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 City Commission of the City of Dania Beach, Florida recognizes “Juneteenth” as a City Holiday. Juneteenth will be effective immediately for all City employees whose classifications are not covered by the AFSCME bargaining unit, and, recognizing that the City may not unilaterally enhance benefits for unionized employees, effective for AFSCME bargaining unit employees immediately following the successful completion of the collective bargaining process, as required by law.

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 February 9, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Proclamation

OFFICE OF THE MAYOR · CITY OF DANIA BEACH, FLORIDA

WHEREAS, President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, declaring the slaves in Confederate territory free, paving the way for the passing of the 13th Amendment to the United States Constitution which formally abolished slavery in the United States of America; and

WHEREAS, communications about the signing of the Emancipation Proclamation were delayed by some two and one half years, to June 19, 1865, in reaching authorities and African-Americans in the South and Southwestern United States; and

WHEREAS, Emancipation Day observations are held on different days in different states in the South and Southwest, and in other parts of the nation; and

WHEREAS, Juneteenth is also known as Freedom Day, Jubilee Day, Liberation Day, and Emancipation Day; ultimately, it is a holiday celebrating the emancipation of those who had been enslaved in the United States; and

WHEREAS, June 19th has a special meaning to African-Americans, and is called "JUNETEENTH" combining the words June and Nineteenth, and has been celebrated by the African-American community for over 150 years; and

WHEREAS, Americans of all colors, creeds, cultures, religions and countries-of-origin, share in a common love of and respect for freedom, as well as a determination to protect their right to freedom through democratic institutions, by which the "tenets-of-freedom" are guaranteed and protected and the Juneteenth Independence Day, along with the 4th of July Independence Day, completes the America's Independence Day observances; he often repeated proverb "Until All are Free, None are Free" is appropriate to highlight the significance of the end of the era of slavery in the United States and the celebration of freedom for all; and

WHEREAS, the City of Dania Beach celebrates Juneteenth as a recognized City Holiday for its residents and employees, and as it may also be provided under law;

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Tamara James, Mayor of the City of Dania Beach, Florida, urge all citizens to become more aware of the significance of this celebration in African-American History and in the heritage of our nation and City.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK



TAMARA JAMES
MAYOR



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: February 9, 2021

TO: Honorable Mayor and Commissioners

FROM: Thomas J. Ansbrosio, City Attorney

SUBJECT: Citizens for Responsible Development, et al., ("CFRD") v. City of Dania Beach
("Jai Alai" Litigation)
Funding of City Defense Costs

Attached is a trial report letter from the City's defense counsel, Roberts, Reynolds, Bedard & Tuzio, PLLC, outlining the history and status of the referenced case, originally filed against the City and the Jai Alai operator in 2011. Despite several efforts to try to settle it on behalf of the City, including a mediation conference held several months ago before an experienced and highly reputable mediator, the case is proceeding to an evidentiary hearing before a Broward County Circuit Judge (Judge hears and decides the case without a jury) which hearing is anticipated to last at least four (4) days. The City exhausted its insurance coverage (\$100,000.00) several years ago. After that time, I reached an understanding with the managing partner of the Jai Alai facility to pay one-half of the City's defense costs. That was done for over a year, until that managing partner was terminated from its duties with the Jai Alai operations. The current owners have not continued to contribute to the City defense costs; they are incurring their own significant defense costs, as is Broward County which was also named in the case.

The case centers on a long standing Florida Statute, Section 550.155(2), that pertains to gambling establishments throughout the state (pari-mutuels, which includes the Jai Alai operations). The party that filed and is prosecuting the case is allegedly composed of several citizens. When the City was asked to review the proposed redevelopment and expansion of the Facility by the new Facility owners a number of years ago, a development agreement was negotiated and the City Commission held a public hearing for that matter as well as for a subsequent amendment to the original agreement. The Plaintiff group claimed the City needed to follow a much more structured public hearing process. Before we had our hearings, we confirmed with our outside land use counsel that our hearings' process complied with state law. Nonetheless, that is also a claim that is pending for trial as well as the constitutionality of the state law, over which the City never had input or control.

We have exhausted our legal services budget for the continued defense of this case and now seek additional funding to complete the lawsuit at the trial level. Another related cost is a \$20,000.00 land planner firm invoice we just received. Expert witness testimony and land use/zoning expertise were and are needed to defend the case in the upcoming trial pursuant to the City's Code and land development regulations, to determine whether the Facility's then proposed capital improvements (including hotels and a marina) posed a justifiable and immediate hazard to the health and safety of the City's residents prior to approval of the development agreement and amendments to it, as such a determination is required to be made by the City pursuant to Florida Statutes Section 550.155(2), referenced above. Ms. Ward also testified that the proposed capital improvements were inconsistent with the City's Comprehensive Plan and that the proposed uses were not permitted within the Regional Activity Center (RAC) designation which is the area in which the Facility is located. To help with the City's defense at trial, expert witness Michele Mellgren was retained as the City's land planning/land use expert. Ms. Mellgren prepared an expert witness report and testified at her deposition that Section 550.155(2) does not require local governments to analyze a capital improvement plan for immediate hazards, and can only deny approval of the plans if a hazard is identified; that the City did undertake a review of the plans for traffic circulation and fire safety and the reviewing professionals found the proposed improvements to be acceptable; that the proposed improvements were consistent with the overarching goal of the Comprehensive Plan and that the uses proposed were permitted in the Regional Activity Center (RAC) designation. If this matter goes to trial, the City will need to have Ms. Mellgren testify at trial to combat the testimony of Plaintiffs' expert Ms. Ward, who at this point will be expected to be testifying at trial. Ms. Mellgren's additional pre-trial and trial services may also amount to another \$20,000.00, in addition to the law firm's projected costs, as stated in the attached letter, of \$7,500.00 to \$10,000.00 through argument on the parties' motions for summary judgment (rulings that the court can make which could avert the need for a trial) on February 15, 2021, plus an additional \$35,000.00 to \$40,000.00 for preparation for trial and attendance at trial, which is anticipated to last at least four (4) days. I have conferred with the Finance Department and funding can only be authorized by funding by the City Commission.

I can provide more details and strategy plans if I speak with you separately but cannot disclose those in a public memorandum. Alternatively, we can conduct a "shade" meeting (one in which a public meeting of the Commission with defense counsel is not required by the state "Sunshine Law" to be an open public meeting, at which a court reporter is present and you would be permitted to discuss the case in more detail. *Please note that pursuant to Section 286.011(8)(b), Fla. Stat., the subject matter of the shade meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures and the transcript of the shade meeting will be public record at the conclusion of this litigation.* As noted above, we made several attempts to negotiate a settlement with Plaintiffs including at a recent mediation conference with a highly respected mediator on June 29, 2020; however, the parties reached an impasse. Therefore, at this point, there are no pending settlement negotiations to discuss at a shade meeting. If you wish to discuss

litigation expenditures at a shade meeting, I can request such a meeting at the upcoming Commission meeting. Such a session would likely be a one to two hour private meeting with our outside defense counsel present that has strict controls under an exception to the Sunshine Law, with procedural announcements and advertising that are required.

TJA/la

cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa-Cruz, Assistant City Manager
Frank DiPaolo, Director, Finance Department
Adam Segal, Assistant Director, Finance Department
Thomas Schneider, City Clerk



LAURA E. BEDARD
DANNA P. CLEMENT
ABBY J. GOLDMAN
SHELLI A. HEALY
ANDREA G. AMIGO
JEFFREY W. HURCOMB
JASON B. VRBENSKY -
Board Certified Construction Law
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GEORGE P. ROBERTS, JR.
Of Counsel

LYMAN H. REYNOLDS, JR.
Board Certified Civil Trial Lawyer

BENJAMIN L. BEDARD
Board Certified Civil Trial Lawyer

GERARD A. TUZZIO

**470 COLUMBIA DRIVE - SUITE C101
WEST PALM BEACH, FL 33409
TELEPHONE (561) 688-6560
FACSIMILE (561) 688-2343**

RRBPA.COM

PARALEGALS

KATHRYN L. REEVES
MICHELLE L. SMITH
REBECCA K. DAVIS
TIFFANIE T. WALLEN
MICHELLE A. WATSON
AMANDA K. ROTH
NEETZAW H. DONALDSON
ERICA D. KAHN

**PLEASE REPLY TO:
WEST PALM BEACH**

January 29, 2021

*Confidential matter exempt from disclosure or inspection per FS 119.071
Contains Attorney-Work Product – Exempt from Public Records Release*

VIA EMAIL: tansbro@daniabeachfl.gov

Tom Ansbro, Esq.
City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

Re: Citizens for Responsible Development, et al., v. City of Dania Beach
Summit Claim No: GO-0675
PGCS Claim No.: 215157
Our File No.: 12-120

Dear Mr. Ansbro,

Per your request, please accept this correspondence as a case status report in the above-referenced matter.

On November 14, 2006, Aragon Group entered into a development agreement with the City, which was amended on June 14, 2007. These agreements were negotiated and approved under the City's home rule powers and § 550.155, *Fla. Stat.* No legal challenges were lodged against the initial development agreement or the amendment. In 2011, Dania Entertainment Center, LLC, entered into a contract to purchase the Dania Jai Alai from Aragon Group/Boyd Gaming. DEC sought to amend and restate the existing development agreement. The proposed amendment included the expansion of the Jai Alai building to accommodate casino activity and a

cabana club, two hotel buildings totaling 500 rooms, and a marina and commercial retail. On August 23, 2011, the City approved the Amended and Restated Development Agreement following a public hearing.

On September 22, 2011, Plaintiffs, Citizens for Responsible Development (“CFRD”) and Herbert Simpson, filed their original complaint, against the City of Dania Beach. CFRD purports to be a non-profit public interest organization which allegedly includes members who are residents of the City of Dania Beach. Mr. Simpson is an elderly 89-year-old man who is legally blind and lives approximately 1 mile away from the Jai Alai facility. In their original complaint, Plaintiffs sought declaratory judgment against the City following the City’s approval of the Amended and Restated Development Agreement with DEC on August 23, 2011.

The City approved the 2011 Development Agreement pursuant to its home rule powers and § 550.155(2), *Fla. Stat.*, which requires approval of capital improvements to a parimutuel facility existing on June 23, 1981, unless the City is able to show that the proposed improvement presents a “justifiable and immediate hazard to the health and safety of the municipal residents.” In their 2011 complaint, Plaintiffs alleged the City failed to comply with the mandatory notice requirements of the Florida Local Government Development Agreement Act (“Development Agreement Act”) prior to approving the 2011 development agreement by (1) failing to conduct at least two public hearings with approximately 7 days’ notice; (2) failing to advertise the notice in a local newspaper; and (3) failing to mail notice of intent to consider the development agreement to all affected property owners before the first public hearing.

After the 2011 development agreement was approved, litigation ensued between DEC and Aragon Group which did not settle until 2013. In the interim, on January 9, 2012, DEC filed a motion to intervene in this lawsuit and was ultimately named as a party Defendant.

On February 13, 2014, DEC applied to the City for review of a second amendment to the development agreement. On October 14, 2014, City approved the Second Amended and Restated Development Agreement and DEC’s proposed capital improvements to the Dania Jai Alai facility following two properly noticed public hearings. On December 17, 2014, Plaintiffs filed their Fourth Amended Complaint, wherein they added Broward County as a party Defendant and additional claims against all Defendants. This is the current operative complaint.

Counts I and II of the Fourth Amended Complaint seek declaratory judgment against City and DEC with respect to the 2011 and 2014 development agreements. Plaintiffs request that the Court enter an Order declaring that § 550.155(2), *Fla. Stat.*, inapplicable to the Dania Jai Alai expansion, declaring the 2011 and 2014 void, and granting other relief including the demolition of the expanded structures. Count III seeks a declaratory judgment against all Defendants that § 550.155(2), *Fla. Stat.*, is unconstitutional. Count V and VI seek declaratory judgment against Broward County with respect to the 2011 and 2014 development agreements. Counts VI¹ and VII seek injunctive relief against the City with respect to the 2011 and 2014 development agreements and asks the Court to compel the City to comply with the provisions of the Development Agreement Act including conducting two public quasi-judicial hearings with public notice approximately 7 days before each public hearing.

¹ The Fourth Amended Complaint erroneously contains two counts labeled as “Count VI”.

The crux of Plaintiffs' claims against the City is that the City improperly relied upon § 550.155(2), *Fla. Stat.*, when approving the 2011 and 2014 development agreements. Plaintiffs assert § 550.155 is unconstitutional because it is a special law that was passed under the guise of a general law. They further assert that even if § 550.155 is constitutional, it does not apply to the Dania Jai Alai expansion because the proposed capital improvements are not contiguous to the existing facility and because they pose a justifiable and immediate hazard to the health and safety of the City's residents. Plaintiffs assert that the City failed to properly analyze whether the proposed capital improvements posed a justifiable and immediate hazard because the City did not apply its Code or land development regulations to the proposed plans prior to approval.

Notably, to date, DEC has only remodeled the existing Jai Alai facility and has *not* constructed the hotel, marina, or commercial structures.

During the course of this litigation, there have been five (5) presiding judges. The original judge was Eileen M. O'Connor. In 2014, Judge Sandra Perlman became the presiding judge. However, in March 2016, Judge Sandra Perlman recused herself after disclosing her social relationship with Plaintiffs' counsel David DiPietro. The case was then assigned to Judge Garcia Wood, who was set to hear Plaintiffs' emergency motion for injunctive relief in January 2017. However, Judge Garcia Wood recused herself *sua sponte* before Plaintiffs' emergency motion could be heard. In September 2018, the case was assigned to Judge John Murphy. Again, the Plaintiffs failed to set a hearing on their "emergency motion" before Judge Murphy. In August 2019, Judge Murphy held a status conference and ordered the parties to schedule a bench trial for 2020. In November 2019, the case was transferred to Judge Keathan B. Frink, who is the current presiding judge.

The matter was set on the Court's three-week trial docket beginning February 8, 2021. However, the Court decided to use the dates currently set for the bench trial to hear the parties' respective motions for summary judgment. The Court ordered the parties to file their respective motions for summary judgment by January 15, 2021, file any responses to any motions for summary judgment by January 25, 2021, and set a half-day hearing via Zoom on the motions for summary for February 15, 2021. All motions for summary judgment and responses have been filed with the Court and are pending resolution following the February 15, 2021 hearing.

We do not anticipate the parties conducting any further discovery in this matter. The parties conducted several depositions last month in anticipation of trial and dispositive motions. We anticipate incurring an additional \$7,500.00 to \$10,000.00 through argument on the parties' motions for summary judgment. If the case is not decided on summary judgment and we have to go to trial, we anticipate incurring an additional \$35,000.00 to \$40,000.00, which will include preparation for trial plus attendance at trial, which we anticipate will last at least four (4) days. Furthermore, as you are aware, we recently received an invoice from Ms. Mellgren, City's land use expert, for \$19,128.75, which we have sent to you for payment under separate cover. We anticipate that she may incur a similar amount in expert fees for preparation for trial and trial attendance.

Should you have any questions, please feel free to contact me.

With best regards,

/s/ Andrea G. Amigo
ANDREA G. AMIGO
For the Firm

AGA/smc
Enclosures

cc: Lori Adams, via email: ladams@daniabeachfl.gov
Eve Boutsis, via email: eboutsis@daniabeachfl.gov

**AIRPORT ADVISORY BOARD
MEMBERSHIP
Thursday, January 28, 2021**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Sonja Broom 426 SE Third Terrace Dania Beach, FL 33004 954-599-7277 Sonja.Broom@aa.com	May 14, 2019	November 2018 through November 2020	James
		November 2018 through November 2020	James
Dean Harley 606 NW 8 th Street Dania Beach, FL 33004-2320 513-652-5140 dharley@broward.edu	December 11, 2018	November 2018 through November 2020	Lewellen
Keith Roberts 4417 SW 27 th Terrace Dania Beach, FL 33312 954-309-5555 bkars2020@aol.com	December 11, 2018	November 2018 through November 2020	Lewellen
Jorge Ferrer 85 Gulfstream Road, #211 Dania Beach, FL 33004	March 12, 2019	November 2018 through November 2020	Harris
Sheila McCray 46 NW 14th Court Dania Beach, FL 33004 786-422-3707 sheilamac@sofftekk.com	May 14, 2019	November 2018 through November 2020	Harris
Randy Wright 4391 SW 34 th Lane Ft. Lauderdale, FL 33312 954-983-6920 rcwpaw@juno.com	December 11, 2018	November 2018 through November 2020	Brandimarte

**AIRPORT ADVISORY BOARD
MEMBERSHIP
Thursday, January 28, 2021**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Gary Luedtke 4461 SW 34 Drive Fort Lauderdale, FL 33312-5513 954-966-8013 gluedtke@gmail.com	December 11, 2018	November 2018 through November 2020	Brandimarte
Bruce Hannover 617 NE 2nd Place Dania Beach, FL 33004 954-920-3563 bruceh8552@aol.com	February 26, 2019	November 2018 through November 2020	Odman
Dr. Tamara D. Fishman 837 NW 8 th Avenue Dania Beach, FL 33004 786-356-4425 fishmantamara@hotmail.com	February 26, 2019	November 2018 through November 2020	Odman

CREATIVE ARTS COUNCIL ADVISORY BOARD MEMBERSHIP

Thursday, January 28, 2021

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

Thursday, January 28, 2021

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

Thursday, January 28, 2021

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 Muriel Bryan 100 W. Dania Beach Blvd. Dania Beach, FL 33004 954.924.6801 x3667 mbryan@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**

Thursday, January 28, 2021

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

**EDUCATION ADVISORY BOARD
MEMBERSHIP
Thursday, January 28, 2021**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Batia Dayan 3774 SW 49 th Place Ft. Lauderdale, FL 33312 954-792-8211 – Work 917-755-5552 – Cell learnandsmile@yahoo.com	January 10, 2017	November 2016 through November 2020	Brandimarte
Rev. Paul R. Wiggins 321 SE 3rd Street, #905 Dania Beach, FL 33004 954-927-6703 – Office 954-644-2648 – Cell pastorgreatermtzioname@aol.com	January 12, 2021	November 2020 through November 2024	James
Mandraker Jagroop 4490 SW 24 th Avenue Dania Beach, FL 33312 646-334-5743 mandray1989@aol.com	May 28, 2019	November 2018 through November 2022	Odman
Amy Urdaneta 261 SW 4th Street Dania Beach, FL 33004 954-558-7408 amyurdanetadv@gmail.com	January 28, 2020	November 2018 through November 2022	Lewellen
Bonnie Carlton 1025 SE 2nd Avenue, #203 Dania Beach FL 33004 954-629-6006 (Cell) 954-920-8847 (Home) Bcarlton917@gmail.com	December 11, 2018	November 2018 through November 2020	Harris
Principal Tracey Jackson 754-323-5150 tracy.jackson@browardschools.com Assistant Principal Maureen Keenan maureen.keenan@browardschools.com		February 2013 through	Ex-Officio Collins Elementary School

**EDUCATION ADVISORY BOARD
MEMBERSHIP
Thursday, January 28, 2021**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Principal Lewis Jackson 754-323-5350 lewis.jackson@browardschools.com Assistant Principal Leslie Phillips leslie.phillips@browardschools.com		February 2013 through	Ex-Officio Dania Beach Elementary School
Principal Valerie Harris 754-323-3800 valerie.harris@browardschools.com		February 2013 through	Ex-Officio Olsen Middle School
		February 2013 through	Ad-Hoc

GENERAL EMPLOYEES PENSION BOARD
MEMBERSHIP
Friday, January 15, 2021

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
Thursday, January 28, 2021**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
		November 2018 through November 2022	Odman
		November 2020 through November 2024	
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)

**MARINE ADVISORY BOARD
MEMBERSHIP
Thursday, January 28, 2021**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Chris Barile 5099 SW 28 th Avenue Dania Beach, FL 33312 954-989-8260 (Home) 954-494-1920 (Cell) chrisbarile@bellsouth.net	January 10, 2017	November 2016 through November 2020	Brandimarte
Thomas G. Angelos 218 SW 13th Street Dania Beach, FL 33004 954-670-6099 T_Angelos@yahoo.com	March 12, 2019	November 2016 through November 2020	Brandimarte
Jason Clark 661 SE 15th Street, Apt. 107 Dania Beach, FL 33004 571-235-7192 305-800-2677 (Alternate) clarkjasonr@gmail.com	January 12, 2021	November 2020 through November 2024	James
Gregory Galyo 4496 SW 37 Avenue Fort Lauderdale, FL 33312 904-476-7252 954-397-1112 ggalyo@gmail.com	March 12, 2019	November 2016 through November 2020	James
Clive Taylor 642 NE 3 rd Street Dania Beach, FL 33004 954-923-4439 (Home) 954-830-8855 (Cell) cetriumph@aol.com	December 11, 2018	November 2018 through November 2022	Lewellen
Sharon Malone 111 SE 1st Street #117 Dania Beach, FL 33004 954-662-9537 Sharon@thedestinationconnection.com	December 11, 2018	November 2018 through November 2022	Lewellen

**MARINE ADVISORY BOARD
MEMBERSHIP
Thursday, January 28, 2021**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Dean Grant 503 N 2 nd Place Dania Beach, FL 33004 954-868-6247 deanggrant@bellsouth.net	December 11, 2018	November 2018 through November 2022	Odman
Craig Valentine 1982 Tigertail Boulevard, Bldg. #9 Dania Beach, FL 33004 954-505-3201 954-258-4848 (Cell) craig@gwaflorida.com	September 10, 2019	November 2018 through November 2022	Odman
Patrick Ferrante 324 S.E. 10th Street, #103 Dania Beach, FL 33004 pjf0307@gmail.com	August 27, 2019	November 2016 through November 2020	Harris
Richard Croker 186 NE 6th Court Dania Beach, FL 33004 954-662-4874	January 9, 2018	November 2016 through November 2020	Harris

PARKS, RECREATION & COMMUNITY AFFAIRS
ADVISORY BOARD MEMBERSHIP
Thursday, January 28, 2021

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Morris Goldwire 20 NW 13 th Avenue Dania Beach, FL 33004 234-223-6467 Goldwire75@gmail.com	December 11, 2018	November 2018 through November 2020	Lewellen
Joyce L. Davis 500 NE 2nd Street, #227 Dania Beach, FL 33004 219-670-1066 joycel.davis@pearlgirlz.com	June 25, 2019	November 2018 through November 2020	Lewellen
Jeff Hansen (24 NE 1 st Avenue) PO Box 1597 Dania Beach, FL 33004 954-929-9334 hlwdcahoot@aol.com	December 11, 2018	November 2018 through November 2020	James
A. Ivie Cure 209 NW 14 th Court Dania Beach, FL 33004 954-927-0650 954-558-2775 (Cell)	February 26, 2019	November 2018 through November 2020	James
Sheila McCray 46 NW 14th Court Dania Beach, FL 33004 786-422-3707 sheilamac@sofftekk.com	May 14, 2019	November 2018 through November 2020	Harris

PARKS, RECREATION & COMMUNITY AFFAIRS
ADVISORY BOARD MEMBERSHIP
Thursday, January 28, 2021

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Dr. Tamara D. Fishman 837 NW 8 th Avenue Dania Beach, FL 33004 786-356-4425 fishmantamara@hotmail.com	January 22, 2019	November 2018 through November 2020	Harris
Jimmie Peterman 717 SW 4 th Terrace Dania Beach, FL 33004 954-925-2417 & 954-534-1771 jimmiepeterman@comcast.net	January 22, 2019	November 2018 through November 2020	Brandimarte
Richard "Rich" Aube 675 SE 2 nd Avenue Dania Beach, FL 33004 954-922-9411 954-336-5110 (Cell) raube@forliferealty.com	February 12, 2019	November 2018 through November 2020	Brandimarte
Sharon Migicovsky 905 Natures Cove Road Dania Beach, FL 33004 954-394-3208 Misacb@aol.com	May 14, 2019	November 2018 through November 2020	Odman
Samantha Angelos 43 SW 12th Street Dania Beach, FL 33004 954-551-3646 954-987-2000 scangelos@hotmail.com	March 12, 2019	November 2018 through November 2020	Odman

PLANNING & ZONING BOARD
MEMBERSHIP
Thursday, January 28, 2021

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Jonathan L. Thomas 2337 Anchor Court Dania Beach, FL 33312 954-907-0460 954-244-5444 Thomasjonathan995@ymail.com	January 12, 2021	November 2020 through November 2022	James
W. Quin Robertson, Phd., GISP 805 Natures Cove Road Dania Beach, FL 33004 732-423-0039 561-361-3199 (W) qrobertson@att.net	January 12, 2021	November 2020 through November 2022	Lewellen
Derrick Hankerson 746 SW 3 rd Street Dania Beach, FL 33004-4901 954-374-9199 (H) 754-208-6442 (Cell) Dh954@comcast.net	January 12, 2021	November 2020 through November 2022	Davis
Bill Harris 29 South Federal Highway Dania Beach, FL 33004 954-608-0066 bill@stagedrightevents.com	December 8, 2020	November 2020 through November 2022	Odman
Albert C. Jones 722 SW 3 rd Street Dania Beach, FL 33004 954-240-9340 komish722@gmail.com	January 12, 2021	November 2020 through November 2022	Salvino
Charlotte Sloboda 2905 Lakeshore Drive Dania Beach, FL 33312 954-559-5473 csloboda@bellsouth.net	January 8, 2019	November 2018 through November 2020	Alternate

PLANNING & ZONING BOARD
MEMBERSHIP
Thursday, January 28, 2021

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
David Nuby, Jr. P.O. Box 1214 Dania Beach, FL 33004 954-275-2579 davidnuby@aol.com	January 22, 2019	November 2018 through November 2020	Alternate



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: February 9, 2021

To: Mayor Tamara James
Vice Mayor Marco A. Salvino, Sr.
Commissioner Joyce L. Davis
Commissioner Lori Lewellen
Commissioner Lauren Odman

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

Subject: Manager's Report

With Saturday, March 6th secured as the City Commission second Strategic Planning workshop, I wanted to secure two more key dates of high priority. We will need a not-to-exceed 2 hour workshop to discuss the West Wing at City Hall. The first 15-20 minutes is a presentation of Architecture regarding ADA retrofit; the rest of the session is workshop to discuss planning for usage to activate the 2500 square footage of needed/usable space. Available dates: Thursday, February 11th; Thursday, February the 18th; or Tuesday, February the 23rd from 4-6pm.

A review of the Parks Master Plan and brief workshop to discuss next steps needs to be scheduled as well. At the first meeting in March, we will bring several dates as we will confirm the availability from a representative from Bermello- Ajamil, the firm who we partnered with.

I have submitted a letter to the Executive Director of the Chamber of Commerce of Dania Beach, and their board, see attached, as a proactive effort to work better together, to get a better understanding of their operations and to seek accounting of expenditures based on the City's yearly contribution of \$45,000 to the Dania Beach Chamber of Commerce. Between the CRA, the City and the Chamber of Commerce, we can truly collaborate for the greater benefit of existing businesses in our City and attract new business opportunities in Dania Beach.

Based on the dialogue and unanimous support from all of you at your first Strategic Planning session, we are prioritizing a full overhaul of our web site and will have key team members assigned to the various tasks associated with this endeavor. Additionally, we will be seeking via our procurement team/ process an outside firm/ vendor to support our internal efforts.

As we move forward with the last phase of issuing the Ocean Park RFP, working with the Colliers Group, we have ordered an appraisal on the FDOT parcel of land as they have agreed to

sell to us. The aforementioned, along with the support of FAU, will allow for the City to design and build the vision for our Beach and secure the much-needed land to ensure this is achieved, including the parking garage, a game changer to maximize all we want to accomplish at our beach.

The Art in Public Places project is in the key phase of Commission engagement. We recently concluded our community on-line survey that yielded 174 responses. Upon completing your one-on-one sessions with our partner, the Broward County Cultural Division, we will be one step closer to the adoption of another vital Master Plan and the engine of our Public Art Ordinance allowing for the Art Fund to be used to procure art and/ or partner with artist to commence this very anticipated and exciting endeavor in our City.

We are in the final phase of our Mobility Study, public outreach. This critical study, once completed and adopted by our City Commission, will align Dania Beach in an advantageous position for applying and seeking funds from the State, County and MPO, based on the identification of vehicular, pedestrian, and bicycling needs in our City. We anticipate bringing this completed project forward to the Commission no later than this April.

We are ready to roll with Phase Two of a very successful "I Love Local" campaign where all of you bring on your personality to promote local restaurants/ businesses in our City. The monies are budgeted, and our local businesses can certainly benefit. Please submit to me 3-4 businesses you want to promote; our goal will be to ensure all of you can do 2-3, based on existing budget. I will have Mr. Andrews coordinate with you based on your availability.

With the addition of our Assistant Parks and Recreation Director, we will be augmenting our programming to add more girls sports, little league, coed and adult leagues, while also enhancing existing programs. We are currently planning an exhibition girls softball game at Frost Park for Saturday the 20th of February.

We will be bringing forward a key presentation at the second meeting in February that will roll out our game plan for enhanced beautification and security efforts at our Beach and Citywide.



February 3, 2021

Greater Dania Beach Chamber of Commerce
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Attention:

Randie Shane, Ex Dir. And Registered Agent
Pat Chukerman, President
Jessica Speirs, Secretary
Robert Nolan, Treasurer
Theresa Garcia Chair Emeritus
Chad Simon, Director
Zeke Garcia, Director
Mayra Quintero, Director
Luis Riimoli, Director,
Laura Shane, Director

To the Greater Dania Beach Chamber of Commerce:

The City of Dania Beach desires to learn more about the Greater Dania Beach Chamber of Commerce and to work with the Chamber in support of businesses located in Dania Beach. Promoting the economic wellbeing of Chamber participants and City businesses is of paramount importance to the City. In order to become better acquainted with Chamber operations, the City requests that the Chamber provide copies of its Articles of Incorporation and Bylaws. Additionally, if the Chamber has an annual budget, a mission statement, or annual plan for conducting its operations, the City would greatly appreciate receiving a copy of same.

As you are aware, the City provided the Chamber with a \$45,000.00 contribution in fiscal year 2019-2020. The City would like an accounting as to the expenditure of these public funds – how were the funds expended, what goals were achieved, and was the entire contribution utilized? And if the contribution for fiscal year 2019-2020 was utilized in a different manner than prior years, please indicate how the funds were expended. Finally, please describe how funds have been used in the recent past several years. The City wishes to receive a narrative and an accounting to ensure proper expenditure of the City's grant funds.

We look forward to hearing from you and to continue to work with you to highlight the businesses of Dania Beach and the Greater Dania Beach area.

Very truly yours,

Ana. M.
Garcia

Digitally signed by Ana M. Garcia
DN: cn=Ana M. Garcia, o=City of
Dania Beach, ou=City Manager,
email=agarcia@daniabeachfl.gov,
c=US
Date: 2021.02.24 10:47:49 -0500

Ana M. Garcia, ICMA-CM
City Manager

Cc: Dania Beach City Commission
Candido Sosa-Cruz, Assistant City Manager
Tom Ansbros, City Attorney
Eve Boutsis, Assistant City Attorney
Frank DiPaolo, Finance Director