

CITY OF DANIA BEACH CITY COMMISSION MEETING
MAY 11, 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 Ordinance 2021-012, adopted February 9, 2021, 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
May 11, 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/1466078531>

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: 146-607-8531

To raise hand and be acknowledged to speak:

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

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

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

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

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

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

**AGENDA
DANIA BEACH CITY COMMISSION
VIRTUAL REGULAR MEETING
TUESDAY, MAY 11, 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

MOTION TO ADOPT RESOLUTION RELATING TO CITY COMMISSION RULES OF PROCEDURE

RESOLUTION NO. 2021-070

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING RESOLUTION NO. 28-85, RELATING TO CITY COMMISSION RULES OF PROCEDURE, TO AUTHORIZE VIRTUAL PUBLIC MEETINGS, TO AUTHORIZE VIRTUAL ATTENDANCE AT PUBLIC MEETINGS

AND TO AUTHORIZE THE CITY MANAGER TO CREATE ADMINISTRATIVE RULES FOR THE HEALTH, SAFETY AND WELFARE OF THE ELECTED OFFICIALS, STAFF PERSONS AND THE PUBLIC; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

1. Annual Financial Report and Audit of the City for Fiscal Year 2019-20 - Frank DiPaolo, Director of Finance, and Roderick Harvey, HCT Certified Public Accountants and Consultants, LLC
2. Presentation by the Green Advisory Board - requested by Mayor James
3. Presentation regarding Underwater Memorial opportunity - Candido Sosa-Cruz, Assistant City Manager
4. Special Event request from Mr. Leroy Green to have a “Fruit & Vegetable Stand” every Friday and Saturday beginning May 14, 2021 to May 13, 2022, located at the NW 1st Street entrance of the Dania Beach PATCH, from 9:00 a.m. - 5:00 p.m. *(Community Development)*

4. PROCLAMATIONS

1. Mental Health Awareness Month - Mayor James
2. National Teacher Appreciation Week - Commissioner Davis
3. National Safe Boating 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 April 27, 2021 Virtual City Commission Meeting

2. Travel Requests: None

3. RESOLUTION NO. 2021-062

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR SERVICES TO BE PURCHASED FROM KENACO DEVELOPMENT CORPORATION, INC. FOR PIER REPAIR SERVICES FOR FISCAL YEAR 2020-2021 THAT EXCEED AN ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

4. RESOLUTION NO. 2021-063

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) AGREEMENT BETWEEN THE CITY AND THE BROWARD COUNTY HOUSING FINANCE AND COMMUNITY REDEVELOPMENT DIVISION (DIVISION) FOR PROVIDING FUNDS AND ALLOWING THE DIVISION TO ADMINISTER THE FUNDS IN THE AMOUNT OF ONE HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED FORTY-NINE DOLLARS (\$172,549.00), FOR THE OASIS XIV NEIGHBORHOOD IMPROVEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

5. RESOLUTION NO. 2021-064

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECTS INCLUDING THE STORMWATER IMPROVEMENTS-DRAINAGE/RESILIENCY DESIGN PROJECT (DANI-017) TO BE IMPLEMENTED BY THE CITY AND FUNDED WITH TRANSPORTATION SURTAX FUNDS IN THE AMOUNT OF EIGHT HUNDRED SIXTY-FIVE THOUSAND FOUR HUNDRED FORTY DOLLARS (\$865,440.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

6. RESOLUTION NO. 2021-065

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE EXECUTION BY THE PROPER CITY OFFICIALS OF THE 2021 AMENDMENT TO AN INTERLOCAL AGREEMENT EXISTING

BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY OF DANIA BEACH, FLORIDA, A COPY OF WHICH AGREEMENT IS ATTACHED AND INCORPORATED BY REFERENCE AS EXHIBIT “A”; PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIVE (5) CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

7. RESOLUTION NO. 2021-066

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING EXECUTION BY THE PROPER CITY OFFICIALS OF THE 2021 AMENDMENT TO AN INTERLOCAL AGREEMENT EXISTING BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY OF DANIA BEACH, FLORIDA; A COPY OF WHICH AGREEMENT IS ATTACHED AND INCORPORATED BY REFERENCE AS EXHIBIT “A”, WHICH AGREEMENT PROVIDES FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE (3) CENT LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE TO THE PARTICIPATING MUNICIPALITIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

8. RESOLUTION NO. 2021-067

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR SERVICES TO BE PURCHASED FROM MULTI MEDIA MARKETING ASSOCIATES, INC. FOR PROFESSIONAL MEDIA SERVICES FOR FISCAL YEAR 2020-2021 THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH EXPENDITURES TO BE MADE WITHIN THE VARIOUS USER DEPARTMENTS’ APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

9. RESOLUTION NO. 2021-068

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE SUBSTITUTION OF THE CONTRACT AGREEMENT FOR ENGINEERING CONSULTING SERVICES FOR ENGINEERING DESIGN SERVICES, BIDDING SUPPORT, DESIGN SERVICES DURING CONSTRUCTION, AND PROJECT CERTIFICATION FOR THE SOUTHEAST DRAINAGE PROJECT – PHASE II TO WSP USA, INC., IN THE AMOUNT NOT TO EXCEED EIGHT HUNDRED EIGHTY THOUSAND FOUR HUNDRED SEVENTY ONE DOLLARS AND EIGHTY SEVEN CENTS

(\$880,471.87); AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE SUBSTITUTE AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

8. BIDS AND REQUESTS FOR PROPOSALS

9. PUBLIC HEARINGS

1. ORDINANCE NO. 2021-015

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 20, ENTITLED “POLICE” OF THE CITY’S CODE OF ORDINANCES, ARTICLE IV, ENTITLED “WRECKER AND TOWING SERVICES,” TO AMEND AND UPDATE THE TOWING CODE REQUIREMENTS TO BE CONSISTENT WITH STATE AND COUNTY REQUIREMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(City Attorney)*

2. ORDINANCE NO. 2021-016

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE RIGHT-OF-WAY VACATION REQUEST (VC-10-21) SUBMITTED BY LAWRENCE KRAMER, ON BEHALF OF THE PROPERTY OWNER, 800 OLD GRIFFIN, LLC., FOR THE PROPERTY GENERALLY LOCATED BETWEEN BLOCK 3 AND BLOCK 2 TO THE IMMEDIATE NORTH AND SOUTH, RESPECTIVELY, AND BETWEEN THE INTERSECTION OF NORTHWEST 9TH AND 8TH AVENUES TO THE IMMEDIATE WEST AND EAST, RESPECTIVELY, WHICH RIGHT OF WAY IS CONTAINED WITHIN THE PLAT OF DANIA MANOR, RECORDED IN PLAT BOOK 10, PAGE 53, OF THE PUBLIC RECORDS BOOK FOR BROWARD COUNTY, WHICH RIGHT OF WAY IS GENERALLY DESCRIBED AS “NORTHWEST 3RD PLACE,” AND IS LOCATED WITHIN THE CITY OF DANIA BEACH, FLORIDA, WHICH RIGHT OF WAY IS LEGALLY DESCRIBED IN EXHIBIT A, A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Community Development)*

3. RESOLUTION NO. 2021-069

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST TO BE EXEMPTED FROM THE PUBLIC ART PROGRAM FOR THE AFFORDABLE HOUSING COMMUNITY KNOWN AS

“SARATOGA CROSSINGS III,” SUBMITTED BY NECTARIA CHAKAS, ESQ./LOCHRIE & CHAKAS, P.A. ON BEHALF OF THE DANIA BEACH HOUSING AUTHORITY FOR PROPERTY LOCATED AT 840 AND 850 W. DANIA BEACH BOULEVARD, IN THE CITY OF DANIA BEACH, FLORIDA, THE LEGAL DESCRIPTION IS CONTAINED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

10. DISCUSSION AND POSSIBLE ACTION

1. Pride in Dania Beach - Commissioner Odman
2. Art in Public Places Ordinance – Commissioner Odman

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
2. Creative Arts Council Advisory Board
Commissioner Davis - 1 appointment
3. Education Advisory Board
Commissioner Davis - 1 appointment
Commissioner Odman - 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
6. Marine Advisory Board
Mayor James - 1 appointment
Commissioner Davis - 1 appointment
7. Parks, Recreation and Community Affairs Advisory Board
Commissioner Lewellen - 1 appointment

13. ADMINISTRATIVE REPORTS

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

Thursday, May 13, 2021 - 4:30 p.m.
Tuesday, May 18, 2021 - 5:00 p.m.
Tuesday, May 25, 2021 - 7:00 p.m.

CRA Board Workshop
Parks Master Plan Workshop
City Commission Meeting

14. ADJOURNMENT

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AMENDING RESOLUTION NO. 28-85, RELATING TO CITY COMMISSION RULES OF PROCEDURE, TO AUTHORIZE VIRTUAL PUBLIC MEETINGS, TO AUTHORIZE VIRTUAL ATTENDANCE AT PUBLIC MEETINGS AND TO AUTHORIZE THE CITY MANAGER TO CREATE ADMINISTRATIVE RULES FOR THE HEALTH, SAFETY AND WELFARE OF THE ELECTED OFFICIALS, STAFF PERSONS AND THE PUBLIC

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Amending R-28-85 - Commission Rules and Procedures (Virtual Meetings), R-2021-Amending Resolution 28-85, CC Rules of Procedure, to Authorize Virtual Public Meetings



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: May 11, 2021

TO: Honorable Mayor and Commissioners

FROM: Thomas J. Ansbro, City Attorney Thomas J. Ansbro Digitally signed by Thomas J. Ansbro
DN: cn=Thomas J. Ansbro, o=City of Dania Beach, ou=Legal
Department, email=transbro@danibeachfl.gov, c=US
Date: 2021.05.11 10:54:22 -0400

SUBJECT: Amending Resolution 28-85, Relating to City Commission Rules Of Procedure as it Pertains to Virtual Meetings and Certain Health Measures

The Request

To approve an amendment to Resolution 28-85 relating to the City Commission's rules of procedure.

Background

On May 3, **Governor DeSantis** issued two **Executive Orders** suspending or invalidating local government emergency actions based on the COVID-19 state of emergency. The Governor states his actions are intended to protect the rights and liberties of individuals, accelerate the state's recovery from the crisis and mitigate the adverse and unintended consequences of the emergency. Effective May 3, **EO 21-102** suspends all local COVID-19 "restrictions and mandates on individuals and businesses." Effective July 1, **EO 21-101** provides any emergency order issued by a political subdivision (municipality or county) due to the COVID-19 emergency that restricts the "rights or liberties of individuals or their businesses" is invalidated. The City, in using its proprietary powers will continue to enforce mask mandates, temperature checks, and social distancing for city government buildings, which are considered limited public forums.

In 1985, the City Commission of the City of Dania Beach, Florida, adopted Resolution No. 28-85 which established rules of procedure applicable to public meetings, which Resolution has been amended from time to time. The proposed amendment would update the rules of procedure for City Commission meetings and the use of City facilities to ensure that the health, safety and welfare of all attendees, including but not limited to elected officials, staff persons, persons doing business with the City and the general public are protected. The City, operating in its proprietary capacity would regulate and prescribe acceptable and safe rules of conduct and behavior of persons using City facilities, including persons who attend City Commission meetings. The amendments would ensure that the City follows best practices, while enabling the public at large to meet and confer safely with City staff and the elected officials.

Section 4 of the Governor's order, at EO 21-102, contemplates cities retaining their authority to issue administrative rules, including rules governing meetings or normal meeting procedures. The governor has final emergency authority over local emergency orders. The governor does not have power to regulate the City's normal procedures and rules that were not enacted as emergency orders. Through this amendment to the City's normal procedures, the City can continue to enforce its normal rules and regulations going forward, without utilizing the City's emergency powers. This measure will ensure the continued safety of staff, elected officials and the public.

Budgetary Impact

No Impact.

Recommendation:

Approve the resolution.

TJA/EAB/la

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

Attachments: Resolution

RESOLUTION NO. 2021-070

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING RESOLUTION NO. 28-85, RELATING TO CITY COMMISSION RULES OF PROCEDURE, TO AUTHORIZE VIRTUAL PUBLIC MEETINGS, TO AUTHORIZE VIRTUAL ATTENDANCE AT PUBLIC MEETINGS AND TO AUTHORIZE THE CITY MANAGER TO CREATE ADMINISTRATIVE RULES FOR THE HEALTH, SAFETY AND WELFARE OF THE ELECTED OFFICIALS, STAFF PERSONS AND THE PUBLIC; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 1985, the City Commission of the City of Dania Beach, Florida, adopted Resolution No. 28-85 which established rules of procedure applicable to public meetings, which Resolution has been amended from time to time; and

WHEREAS, the Mayor and City Commission desire to update the rules of procedure for City Commission meetings and the use of City facilities to ensure that the health, safety and welfare of all attendees, including but not limited to elected officials, staff persons, persons doing business with the City and the general public are protected; and

WHEREAS, the City, operating in its proprietary capacity wishes to regulate and prescribe acceptable and safe rules of conduct and behavior of persons using City facilities, including persons who attend City Commission meetings; and

WHEREAS, the Mayor and City Commission desire to ensure that best practices are adhered to and that the public at large is able to meet and confer safely with City staff and the elected officials;

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

Section 1. That Resolution No. 28-85 is amended to read as follows:

* * *

Section 3. GENERAL RULES

3.1 Meetings to be Public. All official meetings of the City Commission, except where state and local law allows executive sessions for certain limited topics, shall be public. The minutes of the proceedings, except those for executive sessions, shall be open to public

inspections. Public meetings may include virtual public meetings, with appearances by elected officials and the public by virtual means. A majority of all members of the City Commission shall constitute a quorum.

3.2 Quorum and Vote.

A majority of all members of the City Commission shall constitute a quorum but a less number may adjourn from day to day and compel the attendance of absent members in such manner and under such penalties as may be prescribed by ordinance. The affirmative vote of three (3) members shall be necessary to pass any ordinance on a reading or adopt a resolution, and the passage of all ordinances and resolutions shall be taken by yeas and nays and entered upon the minutes. (Part II, Article 7, Section 6, City Charter). The City may convene a quorum, virtually, as provided under the City Charter and City Code.

* * *

Section 9. CITIZEN’S COMMENTS AS AN AGENDA ITEM

9.1 Addressing the Commission:

(a) A thirty (30) minute “Citizen Comments” period shall be designated on the agenda for citizens and interested persons to speak on matters whether or not scheduled on that day’s agenda. Individuals wishing to speak on a matter not included on the “Public Hearing” section of the agenda, which matter pertains to an item before the City Commission which requires a decision of the City Commission, may do so by signing in and submitting a form to that effect with the City Clerk prior to the meeting. Speakers at Public Hearings shall also submit such a form. Each speaker shall be limited to 3 minutes for his or her comments. If more than ten (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.

(b) Comments may be heard virtually when there is a need for City Hall and the Commission chambers to be closed to the public.

(c) There are many air-borne illnesses which people can contract by virtue of being in close contact with one another and therefore, as on ongoing exercise of the general police power and proprietary authority of the City, the City may from time to time, through the powers granted to the City Manager, require that certain health measures be implemented, regardless of the existence of any emergency order(s). Therefore, the City Manager may close Commission chambers to public participation and may instead authorize virtual attendance and participation of employees and the public at large at City Commission meetings. The City Commission may appear virtually at the public meeting. The City Manager may require visitors to City hall, whether to individual departments or to Commission chambers, to be temperature checked, may require masks to be worn, and may require social distancing of six (6) feet to be maintained between persons. Failure to comply with these measures after advance warning will result in a request to leave the premises and if there is no compliance, removal of the employee or member of the public failing to comply with the temperature checks, mask requirements, or social distancing may be undertaken.

* * *

Section 2. That all sections or parts of sections of the resolutions or parts of resolutions in conflict with the foregoing are repealed to the extent of such conflict.

Section 3. That if any word, phrase, clause, subsection or section of this Resolution is for any reason held unconstitutional or invalid, the invalidity shall not affect the validity of the original Resolution or this Resolution.

Section 4. That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED on May 11, 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: Special Event

Continued from:

Requested Action (Identify appropriate Action or Motion)

Special Event request from Mr. Leroy Green to have a “Fruit & Vegetable Stand” every Friday and Saturday beginning May 14, 2021 to May 13, 2022, located at the NW 1st Street entrance of the Dania Beach PATCH, from 9:00 a.m. - 5:00 p.m.

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

Special Event Memo - Mr. Green Fruit and Vegetable Sale, Mr. Green Fruit & Vegetable Sale- Revised Special Event Application, Mr. Greene- Comments, PATCH Garden Hold Harmless (Vendor)



CITY OF DANIA BEACH

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: May 11, 2021

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa- Cruz, Assistant City Manager
Eleanor Norena, CFM Community Development Director

RE: Special Events Application Request from Mr. Leroy Green to have a "Fruit & Vegetable Stand" every Friday and Saturday beginning May 14, 2020

Candido Sosa-
Cruz

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania
Beach, ou=City Manager,
email=c.sosa@danibeachfl.gov, c=US
Date: 2021.05.06 11:03:55 -0400

Eleanor
Norena

Digitally signed by Eleanor
Norena
DN: cn=Eleanor Norena,
ou=Community Development,
ou=City of Dania Beach,
c=US
Date: 2021.05.05 17:22:44
-0400

Request

A Special Event approval is being requested by Leroy Green to have a "Fruit & Vegetable Stand" every Friday and Saturday beginning May 14, 2021 to May 13, 2022, from 9am until 5pm.

Background

The requested event will be held at the Dania Beach Patch located at 1201 W Dania Beach Blvd, only utilizing, and accessing the back vacant area along NW 1 ST. The property is owned by the City of Dania Beach and the City has given authorization for Mr. Green to sell his Fruits & Vegetables at this location. Mr. Green has also provided a letter from Greater Mount Pleasant African Methodist Episcopal Church located at 2341 Freedom Street, Hollywood, FL 33020, verifying his contributions to a charitable organization.

This application meets the City's Code requirements for special event approval as it is located upon City property and benefits a not-for-profit entity or charitable organization. This application has been routed to all applicable City Departments for review and there were no concerns received.

Special Event applications for recurring temporary uses and special events exceeding four (4) times per calendar year shall provide a Special Event Annual Program for the entire year and shall be reviewed and approved on an annual basis.

Budgetary Impact

The special events application fee for this event is \$300. The applicant shall pay for all necessary fees if approved.

Recommendation

The Department is recommending approval of this event application.



CITY OF DANIA BEACH SPECIAL EVENT APPLICATION

Submit a COMPLETED APPLICATION, SITE PLAN AND SITE PLAN NARRATIVE by email. Please make sure all sections are completed and all pages are initialed by the applicant. Incomplete application will be returned to applicant. After you submit the application with your fee, you will be contacted by the Special Event Coordinator to review and further process your application. The Special Event Coordinator will contact you once the review is complete to provide conditions or comments and the next available date for City Commission approval (if required).

PART I: EVENT REQUEST

Event Name: Mr. Green Fruit + Vegetable Sales

Type of Event: Minor Event - less than 500 people, single day event, no road closures
Major Event - more than 500 people, consecutive multi-day event, road closures
(major event requires Commission approval)
Wedding

Is your event located in a public park or City property? ☒ Yes ☐ No

Is your event located on the beach? ☐ Yes ☒ No

Location: _____

Expected maximum attendance 5-10

Expected sustained attendance 2

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

If yes, please list the past dates, locations and attendance Last 25 years

Detailed Description: (Activities, Vendors, Entertainment, etc.)

Fruit and Vegetables Sales 9:30-5:30
weekly

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	_____	_____	_____ AM/PM	_____ AM/PM	_____
EVENT DAY 1:	_____	<u>Friday</u>	<u>9</u> <u>AM</u> /PM	<u>5</u> <u>AM</u> /PM	_____
EVENT DAY 2:	_____	<u>Saturday</u>	<u>9</u> <u>AM</u> /PM	<u>5</u> <u>AM</u> /PM	_____
EVENT DAY 3:	_____	_____	_____ AM/PM	_____ AM/PM	_____
BREAKDOWN:	_____	_____	_____ AM/PM	_____ AM/PM	_____

This will be a Re-occurring every Friday - Saturday
for the next 12 months

PART II: APPLICANT

Organization Name _____ Name of Authorized Signatory _____
For-Profit Non-Profit Private (as registered in Sunbiz)

Address: 1201 W Dania Beach Blvd City, State, Zip: Dania Beach, FL 33004

Date of registration: _____ State registered in: _____ Federal ID # _____

Email Address: _____ Phone: _____

Event Coordinator Name Mr. Green Phone: 954-629-2905

Title: _____ Phone: _____ Cell: 954-629-2905

Email address: _____ Fax: _____

Additional Contact Name N/A Will you be on site? ☐ Yes ☐ No

Title: _____ Phone: _____ Cell: _____

Email address: _____ Fax: _____

Event Production Company (if other than applicant) N/A

Address: _____ City, State, Zip: _____

Contact Name: _____ Title: _____

Phone (day) _____ (night) _____ Cell: _____

Email address: _____ Fax: _____

PART III: EVENT INFORMATION

All City permits must be obtained through the City's Building Division using the Building Permit Application form. Apply and pay for the permits at least 30 days before the event. Contact the Building Division at (954) 924-6805 with any questions.

Admission/Registration ☐ Yes ☒ No If yes, how much? \$ _____

Alcohol for Sale ☐ Yes ☒ No Alcohol for Fee ☐ Yes ☐ No

If yes, how will the beverages be controlled and served? (Draft truck, bar tender, beer tub, etc.)

N/A
Provide State of Florida alcohol licenses and \$500,000 of Liquor Liability insurance 30 days before event.

Amusement Ride ☐ Yes ☒ No

If yes, name a contact of company: N/A

What type of rides are you planning? N/A

Florida Bureau of Fair Rides, Ron Jacobs (850) 921-1530 must be contacted 30 days before the event to schedule inspections and final approval of all vendors and rides prior to use.

Electricity ☐ Yes ☒ No Generator ☐ Yes ☒ No Amount of Kilowatts _____
Events requiring electricity must be permitted.

Company: N/A License #: _____

Name of Electrician: _____ Phone: _____

Entertainment ☐ Yes ☒ No

If yes, what type of entertainment will be there? Any notable documents?

Fencing or Barricades ☐ Yes ☒ No

Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects ☐ Yes ☒ No

Name & Contact of Company conducting the show: N/A
A permit and Fire Watch is required for all pyrotechnics displays.

Food Vendors ☐ Yes ☐ No

Food Trucks ☐ Yes ☐ No

Cooking Appliance Types (charcoal grills gas grills, deep fryers, etc.) _____
State Health Dept. Tara Palmer at (594) 397-9366 must be notified 10 days prior to event. All Food Vendors must be inspected by BSO Fire to ensure compliance prior to serving food. A fire extinguisher is required for each food booth. If a propane tank is used for a fuel source, it must be secured on the outside of the booth. LP Gas permits may be required.

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

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

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

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

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

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

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

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

Food Truck and vendors that are participating at the event.

1. Fire Safety Inspection is required the day of the event.
2. Certified Gas Company to inspect the food trucks and any vendor that is cooking with gas prior to cooking for the opening of the event. (Leak detection test).
3. Food trucks that are participating must have an approved and updated fire suppression extinguishing system.
4. Food trucks are to be 10 feet apart from other food trucks. Vendors that are cooking outside in separated booths must be 10 feet apart from other vendors that are cooking.
5. All vendors that are cooking must have the proper fire extinguisher to extinguish their product.

Music ☐ Yes ☒ No

If yes, what music format(s) will be used? (Amplified, acoustic, recorded, live, MC, DJ, etc.): _____

List the type of equipment you will use (speakers, amplifier, drums, etc.):

Stages ☐ Yes ☒ No Type (wood, metal, trailer stage, etc.)

Stages may require permits.

Days and times music will be played:

How close is the event to the nearest residence?

It is the responsibility of the event coordinators/promoter to reach out to businesses within proximity of the event.

Parking Impact ☐ Yes ☒ No If yes, lot location(s):

Date(s) of Closure Time(s) of Closure

All Parking Spaces that are impacted by an event will be billed to the event organizer through the City's Parking Division and must be paid in full before the event.

Road Closings ☐ Yes ☒ No If yes, define Closure(s):

Date(s) of Closure Time(s) of Closure

Sanitation & Waste

Will the event encourage Recycling and Sustainability? ☐ Yes ☒ No

Recycling must be provided at all City events, facilities & parks. All dumpsters must be removed at the end of the event.

Company Name Contact Phone

All grounds must be cleaned up immediately after completion of event or you will be subject to fees. You are responsible for securing recycling services.

Security/Police ☐ Yes ☒ No

Name Phone

Security companies and their plans must be approved, and you may still be required to hire BSO Police.

Security Company Contact Phone

Tents or Canopies ☐ Yes ☒ No

No penetration of ground spike is allowed. All structures must be water-weighted. Tents larger than 10 x 10 require a permit.

Quantity and size of each?

Company Name Contact Phone

A detailed Site Plan showing the locations and size of each canopy or tent is required. A permit and final inspection is required if there are multiple canopies, if they are going to be used for cooking or if there are tents with walls. All tents must be flame retardant. A certificate of flame retardancy and a sample of the tent fabric for filed testing must be submitted for product approval with this application. This information can be obtained from the tent manufacturer or the tent rental company. Participating vendors must be separated by a minimum of 3 feet regardless with usage of a tent or a canopy classification.

Toilets ☐ Yes ☒ No

All toilets must be removed within 24 hours. Portable Toilets are regulated by Broward County. Please contact the Environmental Manager at (954) 412-7334.

Transportation Plan ☐ Yes ☒ No

Any events larger than \$5,000 people must have an approved Transportation Plan.

PART IV: SECURITY AND EMERGENCY SERVICES

Your Event may require Security and Emergency Services which will be determined using this application, your Site Plan and Narrative. MOT, transportation plan and any additional information requested during your Special Events meeting. The hourly rate and costs for services will be quoted on the "Cost Estimate" worksheet developed at the meeting and provided to the organizer. The cost may change after the meeting.

POLICE

Your event may require security services based on expected attendance and other risk factors such as alcohol, time, day, location, event type of weather. Depending on your event, it may be possible to supplement some of the Police services with a private third-party security company if their security plan is approved by the BSO Police Department. If you want to use a private security company, their proposed security plan must be presented along with their business license and contact information with this event application. The Police will review the plan and inform you if it meets City requirements.

BSO DETAIL REQUIREMENT

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

FIRE WATCH REQUIREMENT

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

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

The cost of apparatus is as follows:

Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$17.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

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

PART V: APPLICANT ACCEPTANCE

The information I have provided on this application is true and complete to the best of my knowledge. If I have not submitted my application with the necessary plans, within the deadline and according to the rules outlined in the Special Events Ordinance, it may be denied.

Before receiving final approval from the City Commission, I understand that I (and the production company, if applicable), must furnish an original certificate of General Liability Insurance naming the City of Dania Beach as additionally insured in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the City Risk Manager, and an original certificate of liquor liability insurance in

the amount of five hundred thousand dollars (\$500,000) if alcohol is being served. Other liability insurance and fees may also be required up to thirty (30) days in advance of the event.

I understand that the City of Dania Beach sponsored activities have precedence over the event requested above and I will be notified if any conflicts arise.

I understand that the BSO Police Department will determine all security requirements and that the BSO Fire Rescue will determine all fire and Emergency Medical Services requirements.

I understand that any cancellations for City scheduled services must be made by phone to each department representative at least 24 hours before the scheduled event time or the organizer will be liable for any associated fees.

I understand that the City has a noise ordinance that my event must follow. I agree to abide by all provisions of the noise control ordinance and understand that my failure to do so may result in a civil citation, a physical arrest, or the shutting down of the event. If at any time during the event it is determined by law enforcement personnel, code enforcement personnel, parks and recreation personnel, or any other City representative that the entertainment or music is causing a noise disturbance, I will be directed to lower the volume to an acceptable level as determined by City staff. If a second noise disturbance arises during the event, I may be directed to shut down the music or entertainment for the remainder of the event.

PART VI: SUBMISSION

Email application and plans to: specialeventapplication@daniabeachfl.gov

Site Plan must include the following with application:

1. ALL events – Event Site Plan & Narrative – show stages, restrooms, fencing, tents, etc.
2. Closed Roads – Maintenance of Traffic Plan – show barricades, directions, cones, etc.
3. Transportation Plan – show transportation options for attendees.
4. Security needs – Security Plan – detail how event coordinator will manager security.

Mail application fee (payable to the City of Dania Beach) to: Attend: Shanesa Mykoo, Special Event Coordinator 100 West Dania Beach Boulevard, Dania Beach, Florida 33004


Event Coordinator Signature

05/03/2021
Date



MARTY KIARD
BROWARD
 COUNTY
 PROPERTY APPRAISER

Site Address	1201 W DANIA BEACH BOULEVARD, DANIA BEACH FL 33004	ID #	5042 33 00 0440
Property Owner	CITY OF DANIA BEACH	Millage	0413
Mailing Address	100 W DANIA BEACH BLVD DANIA BEACH FL 33004-3643	Use	94
Abbr Legal Description	33-50-42 E 75 OF SE1/4 OF NE1/4 OF SE1/4 LESS NLY 25 & THE SLY 40 & THE ELY 35 OF SAID E 75 FOR RD RWS		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2021 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2021*	\$11,540	\$42,200	\$53,740	\$53,740	
2020	\$11,540	\$45,560	\$57,100	\$57,100	\$28.00
2019	\$11,540	\$45,560	\$57,100	\$57,100	\$28.00

2021* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	\$53,740	\$53,740	\$53,740	\$53,740
Portability	0	0	0	0
Assessed/SOH	\$53,740	\$53,740	\$53,740	\$53,740
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type 14	\$53,740	\$53,740	\$53,740	\$53,740
Taxable	0	0	0	0

Sales History

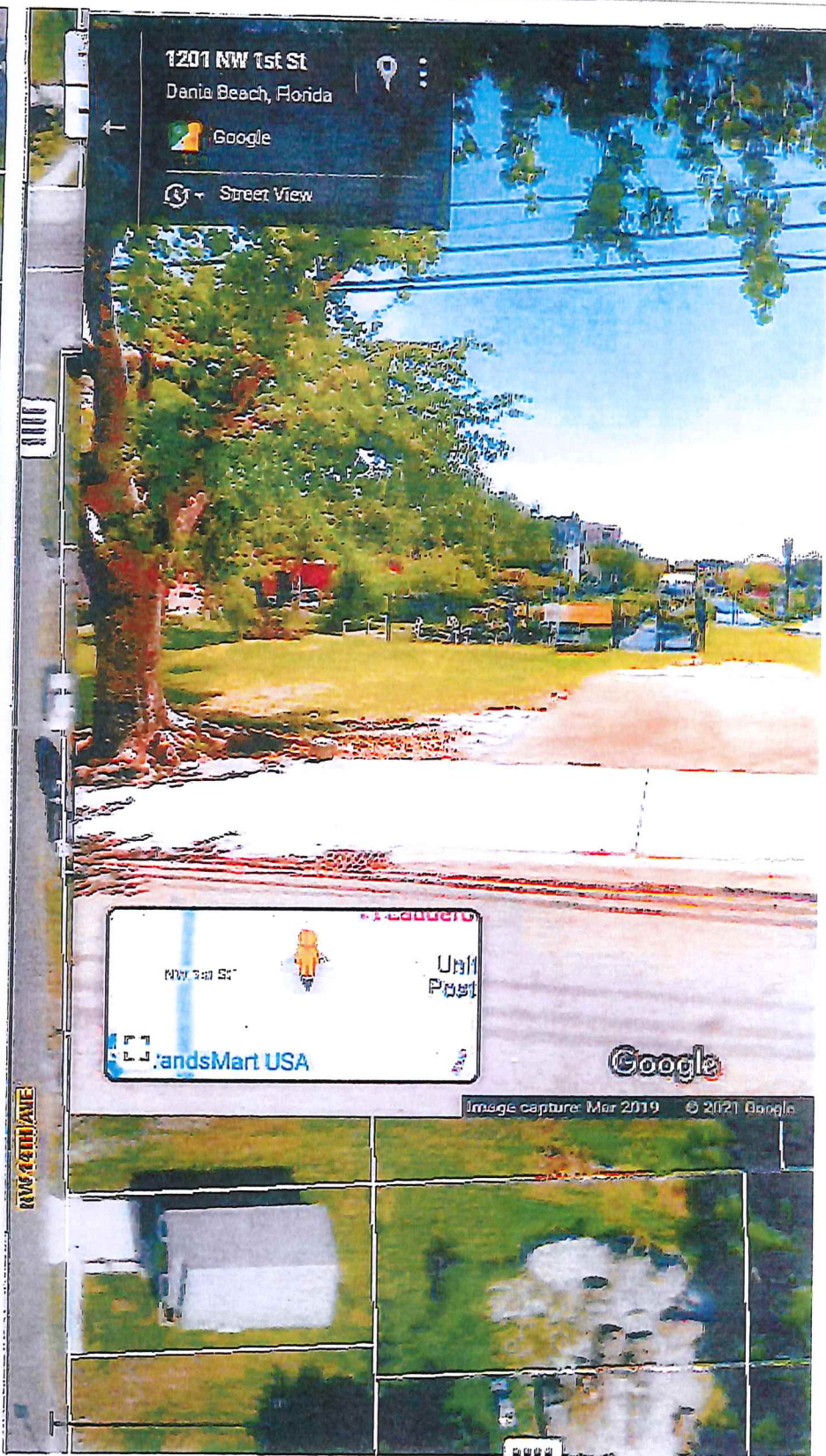
Date	Type	Price	Book/Page or CIN
5/27/2009	WD-D	\$12,200	46259 / 288
8/10/2005	QCD	\$100	40422 / 1517
2/23/2005	TXD	\$6,200	39178 / 1270
9/27/1995	QCD	\$5,000	24241 / 591
7/1/1987	QCD	\$100	14652 / 50

Land Calculations

Price	Factor	Type
\$21,780	0.53	AC
Adj. Bldg. S.F. (Card, Sketch)		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04						DS		
X								
53						.7		



Folio: 5042-33-00-0440
Location map:

Mykoo, Shanesa

From: Brown, Eric
Sent: Tuesday, May 4, 2021 4:16 PM
To: Mykoo, Shanesa; Special Event
Cc: Norena, Eleanor; Lajoie, Corinne; James, Tammie; Nicasio, Melissa
Subject: RE: Mr. Green Fruit & Vegetable Sale- Special Event Application

No issues from Parks



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Eric Brown
Director of Parks & Recreation | City of Dania Beach
ebrown@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd | Dania Beach, FL, 33004
Phone: 954-924-6800 x3730



Web: daniabeachfl.gov | **App:** AskDaniaBeach
RISE - Respect, Integrity, Standard of Excellence

Please note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Mykoo, Shanesa <smykoo@daniabeachfl.gov>
Sent: Tuesday, May 4, 2021 3:21 PM
To: Special Event <SpecialEvent@daniabeachfl.gov>
Cc: Norena, Eleanor <enorena@daniabeachfl.gov>; Lajoie, Corinne <clajoie@daniabeachfl.gov>; James, Tammie <tjames@daniabeachfl.gov>; Nicasio, Melissa <mnicasio@daniabeachfl.gov>
Subject: Mr. Green Fruit & Vegetable Sale- Special Event Application

Good afternoon All:

Please review the attached Special Event Application for "Mr. Green Fruit & Vegetable Sale" scheduled for Friday, May 14th and Saturday May 15th, 2021. Located at 1201 W Dania Beach Blvd.

Please review and provide your comments before the end of day tomorrow.

The attachments consists of the following for your review:

- Special Event Application
- Consent letter from establishment/ organization/ owner
- All supporting documents

Should you have any further questions or concerns, please do not hesitate to contact me.

Thank you,

Mykoo, Shanesa

From: Fisher, Jack
Sent: Wednesday, May 5, 2021 8:25 AM
To: Mykoo, Shanesa; Special Event
Cc: Norena, Eleanor; Lajoie, Corinne; James, Tammie; Nicasio, Melissa
Subject: RE: Mr. Green Fruit & Vegetable Sale- Special Event Application

Building Permits are not required, no issues.



Jack Fisher, CBO
Building Official | City of Dania Beach
jfisher@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd. | Dania Beach, FL 33004
Phone: 954-924-6805 ext. 3650 | **Fax:** 954-922-2687

Web: daniabeachfl.gov | **FB:** [cityofdaniabeach](https://www.facebook.com/cityofdaniabeach) | **Twitter:** [@DaniaBeachFL](https://twitter.com/DaniaBeachFL)
Enews: [/enews](#) | **Emergency Notifications:** [CodeRED](#)

Please note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Mykoo, Shanesa <smykoo@daniabeachfl.gov>
Sent: Tuesday, May 04, 2021 3:21 PM
To: Special Event <SpecialEvent@daniabeachfl.gov>
Cc: Norena, Eleanor <enorena@daniabeachfl.gov>; Lajoie, Corinne <clajoie@daniabeachfl.gov>; James, Tammie <tjames@daniabeachfl.gov>; Nicasio, Melissa <mnicasio@daniabeachfl.gov>
Subject: Mr. Green Fruit & Vegetable Sale- Special Event Application

Good afternoon All:

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- Special Event Application
- Consent letter from establishment/ organization/ owner
- All supporting documents

Should you have any further questions or concerns, please do not hesitate to contact me.

Thank you,

Nicasio, Melissa

From: Tarala, Jason <Jason_Tarala@sheriff.org>
Sent: Tuesday, May 04, 2021 3:42 PM
To: Mykoo, Shanesa; Special Event
Cc: Norena, Eleanor; Lajoie, Corinne; James, Tammie; Nicasio, Melissa
Subject: RE: Mr. Green Fruit & Vegetable Sale- Special Event Application

****CAUTION** This email originated from external sources. Do not open attachments OR click any links until you have verified the authenticity of the message and its contents.**

BSO has no issues.

From: Mykoo, Shanesa [mailto:smykoo@daniabeachfl.gov]
Sent: Tuesday, May 4, 2021 3:21 PM
To: Special Event <SpecialEvent@daniabeachfl.gov>
Cc: Norena, Eleanor <enorena@daniabeachfl.gov>; Lajoie, Corinne <clajoie@daniabeachfl.gov>; James, Tammie <tjames@daniabeachfl.gov>; Nicasio, Melissa <mnicasio@daniabeachfl.gov>
Subject: Mr. Green Fruit & Vegetable Sale- Special Event Application

[EXTERNAL EMAIL WARNING] This email originated outside Broward Sheriff's Office Email System. Do not reply, click links, or open attachments unless you recognize the sender's email address (not just the name) as legitimate and know the content is safe. Report suspicious email to SECNOCC@sheriff.org.

Good afternoon All:

Please review the attached Special Event Application for " Mr. Green Fruit & Vegetable Sale" scheduled for Friday, May 14th and Saturday May 15th , 2021. Located at 1201 W Dania Beach Blvd.

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The attachments consists of the following for your review:

- Special Event Application
- Consent letter from establishment/ organization/ owner
- All supporting documents

Should you have any further questions or concerns, please do not hesitate to contact me.

Thank you,

Nicasio, Melissa

From: Chen, Michael
Sent: Tuesday, May 04, 2021 3:34 PM
To: Mykoo, Shanesa; Special Event
Cc: Norena, Eleanor; Lajoie, Corinne; James, Tammie; Nicasio, Melissa; Weekes, Kathleen; Ansbro, Tom
Subject: RE: Mr. Green Fruit & Vegetable Sale- Special Event Application

I see nothing wrong with the application, but since this is on CRA property has the City Attorney reviewed/approved their use?

Will there be an agreement? Required insurance? Hold Harmless?

Mike Chen



K. Michael Chen
CRA Executive Director
Community Redevelopment Agency
City of Dania Beach
100 W Dania Beach Blvd, Dania Beach, 33004
www.DaniaBeachCRA.org
mchen@daniabeachfl.gov

Like us on Facebook  *Visit our Website* 

From: Mykoo, Shanesa <smykoo@daniabeachfl.gov>
Sent: Tuesday, May 04, 2021 3:28 PM
To: Special Event <SpecialEvent@daniabeachfl.gov>; Chen, Michael <mchen@daniabeachfl.gov>
Cc: Norena, Eleanor <enorena@daniabeachfl.gov>; Lajoie, Corinne <clajoie@daniabeachfl.gov>; James, Tammie <tjames@daniabeachfl.gov>; Nicasio, Melissa <mnicasio@daniabeachfl.gov>
Subject: RE: Mr. Green Fruit & Vegetable Sale- Special Event Application



Shanesa Mykoo
Permitting Office Supervisor | City of Dania Beach
smykoo@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd | Dania Beach, FL, 33004
Phone: 954-924-6805 x3751



Web: daniabeachfl.gov | **App:** AskDaniaBeach
RISE - Respect, Integrity, Standard of Excellence

Please note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Mykoo, Shanesa
Sent: Tuesday, May 4, 2021 3:21 PM
To: Special Event <SpecialEvent@daniabeachfl.gov>
Cc: Norena, Eleanor <enorena@daniabeachfl.gov>; Lajoie, Corinne <clajoie@daniabeachfl.gov>; James, Tammie <tjames@daniabeachfl.gov>; Nicasio, Melissa <mnicasio@daniabeachfl.gov>
Subject: Mr. Green Fruit & Vegetable Sale- Special Event Application

Nicasio, Melissa

From: Walton, Eric
Sent: Tuesday, May 04, 2021 3:34 PM
To: Mykoo, Shanesa; Special Event; Chen, Michael
Cc: Norena, Eleanor; Lajoie, Corinne; James, Tammie; Nicasio, Melissa
Subject: RE: Mr. Green Fruit & Vegetable Sale- Special Event Application

No issues



Eric Walton
Manager Code Compliance and Parking Enforcement | City of Dania Beach
ewalton@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd | Dania Beach, FL, 33004
Phone: 954-924-6810 x3703



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From: Mykoo, Shanesa <smykoo@daniabeachfl.gov>
Sent: Tuesday, May 4, 2021 3:28 PM
To: Special Event <SpecialEvent@daniabeachfl.gov>; Chen, Michael <mchen@daniabeachfl.gov>
Cc: Norena, Eleanor <enorena@daniabeachfl.gov>; Lajoie, Corinne <clajoie@daniabeachfl.gov>; James, Tammie <tjames@daniabeachfl.gov>; Nicasio, Melissa <mnicasio@daniabeachfl.gov>
Subject: RE: Mr. Green Fruit & Vegetable Sale- Special Event Application



Shanesa Mykoo
Permitting Office Supervisor | City of Dania Beach
smykoo@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd | Dania Beach, FL, 33004
Phone: 954-924-6805 x3751



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Cc: Norena, Eleanor <enorena@daniabeachfl.gov>; Lajoie, Corinne <clajoie@daniabeachfl.gov>; James, Tammie <tjames@daniabeachfl.gov>; Nicasio, Melissa <mnicasio@daniabeachfl.gov>
Subject: Mr. Green Fruit & Vegetable Sale- Special Event Application

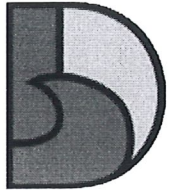
Good afternoon All:

Please review the attached Special Event Application for "Mr. Green Fruit & Vegetable Sale" scheduled for Friday, May 14th and Saturday May 15th, 2021. Located at 1201 W Dania Beach Blvd.

Nicasio, Melissa

From: Ansbro, Tom
Sent: Tuesday, May 04, 2021 3:24 PM
To: Mykoo, Shanesa; Special Event
Cc: Norena, Eleanor; Lajoie, Corinne; James, Tammie; Nicasio, Melissa
Subject: RE: Mr. Green Fruit & Vegetable Sale- Special Event Application

Memo to Commission needs to explain how this meets City ord.



SEA IT. LIVE IT. LOVE IT.

Tom Ansbro

City Attorney | City of Dania Beach

tansbro@daniabeachfl.gov | daniabeachfl.gov

100 W Dania Beach Blvd. | Dania Beach, FL, 33004

Phone: 954-924-6800 x3632



Web: daniabeachfl.gov | **App:** AskDaniaBeach

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From: Mykoo, Shanesa <smykoo@daniabeachfl.gov>

Sent: Tuesday, May 4, 2021 3:21 PM

To: Special Event <SpecialEvent@daniabeachfl.gov>

Cc: Norena, Eleanor <enorena@daniabeachfl.gov>; Lajoie, Corinne <clajoie@daniabeachfl.gov>; James, Tammie <tjames@daniabeachfl.gov>; Nicasio, Melissa <mnicasio@daniabeachfl.gov>

Subject: Mr. Green Fruit & Vegetable Sale- Special Event Application

Good afternoon All:

Please review the attached Special Event Application for " Mr. Green Fruit & Vegetable Sale" scheduled for Friday, May 14th and Saturday May 15th , 2021. Located at 1201 W Dania Beach Blvd.

Please review and provide your comments before the end of day tomorrow.

The attachments consists of the following for your review:

- Special Event Application
- Consent letter from establishment/ organization/ owner
- All supporting documents

Should you have any further questions or concerns, please do not hesitate to contact me.

Thank you,

Nicasio, Melissa

From: Lorber, Richard
Sent: Tuesday, May 04, 2021 3:24 PM
To: Mykoo, Shanesa
Cc: Norena, Eleanor; Lajoie, Corinne; Nicasio, Melissa
Subject: RE: Mr. Green Fruit & Vegetable Sale- Special Event Application

Planning & Zoning: No objections or comments.

From: Mykoo, Shanesa <smykoo@daniabeachfl.gov>
Sent: Tuesday, May 4, 2021 3:21 PM
To: Special Event <SpecialEvent@daniabeachfl.gov>
Cc: Norena, Eleanor <enorena@daniabeachfl.gov>; Lajoie, Corinne <clajoie@daniabeachfl.gov>; James, Tammie <tjames@daniabeachfl.gov>; Nicasio, Melissa <mnicasio@daniabeachfl.gov>
Subject: Mr. Green Fruit & Vegetable Sale- Special Event Application

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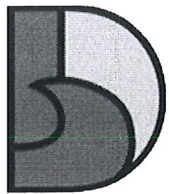
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The attachments consists of the following for your review:

- Special Event Application
- Consent letter from establishment/ organization/ owner
- All supporting documents

Should you have any further questions or concerns, please do not hesitate to contact me.

Thank you,



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Shanesa Mykoo
Permitting Office Supervisor | City of Dania Beach
smykoo@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd | Dania Beach, FL, 33004
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Nicasio, Melissa

From: Mykoo, Shanesa
Sent: Tuesday, May 04, 2021 3:53 PM
To: Nicasio, Melissa
Subject: Fwd: Mr. Green Fruit & Vegetable Sale- Special Event Application

Shanesa Mykoo
Permitting Office Supervisor
100 W. Dania Beach Blvd.
Dania Beach, FL 33004
954-924-6806 ext. 3751

Begin forwarded message:



Shanesa Mykoo
Permitting Office Supervisor | City of Dania Beach
smykoo@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd | Dania Beach, FL, 33004
Phone: 954-924-6805 x3751



Web: daniabeachfl.gov | **App:** AskDaniaBeach
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From: "Zipoli, DAVID" <DAVID_ZIPOLI@sheriff.org>
Date: May 4, 2021 at 3:51:45 PM EDT
To: "Mykoo, Shanesa" <smykoo@daniabeachfl.gov>
Subject: RE: Mr. Green Fruit & Vegetable Sale- Special Event Application

****CAUTION** This email originated from external sources. Do not open attachments OR click any links until you have verified the authenticity of the message and its contents.**

Hello Shanesa,

BSO Fire has no issues with this event.

David

David Zipoli
Fire Prevention Officer, Dania Beach
Fire Inspector

DANIA BEACH “PATCH” COMMUNITY GARDEN

RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

In exchange for permission granted to the individual identified below as an Independent Vendor (the “Vendor”) by the City of Dania Beach, Florida (the “City”) and the Dania Beach Community Redevelopment Agency (the “CRA”), such terms also including each of their elected officials, employees, agents, attorneys, and all persons and entities directly or indirectly associated with them in connection with the Dania Beach PATCH Community Garden (the “Garden”) promoted by the CRA and owned by the City, and for other good and valuable consideration, the adequacy and receipt of which are acknowledged, and agreed upon, the Vendor and the Vendor’s successors, assigns, administrators, agents, representatives, attorneys, guests and any person and any entity of any kind claiming by, through or under him, each remise, release, acquit, satisfy and forever discharge both City and CRA from every and any manner of action and actions, cause and causes of action, damages, suits and claims and demands whatsoever, whether known or unknown, in law or in equity, which Vendor ever had, now has, or which Vendor, or anyone claiming by, through or under Vendor subsequently can, shall or may have against both City and CRA, upon or by reason of any matter, cause or thing whatsoever, specifically including, but in no way limited to, all matters arising from or relating to the authorization granted by both City and CRA to Vendor for permission to enter the Garden and conduct produce sales activities. Vendor also specifically agrees to indemnify and hold harmless the City and CRA from any claim, action, proceeding, liability, damage, loss (including but not limited to any attorney fees, court costs or both) arising out of the activities of the Vendor. Vendor further agrees to indemnify, defend and hold both City and CRA free and harmless from any and all claims of any nature or kind whatsoever, by any individual or entity whatsoever arising from or in connection with the foregoing sales activities, including any time associated with Vendor’s entry into and departure from the Garden.

It is further understood and agreed to by and between the parties identified in this Release, Hold Harmless and Indemnification Agreement that no promise, assurance, warranty, representation or agreement not expressed in this document has been made by the parties to it, and that the terms of the document are contractual and not a mere recital.

This document shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS OF THE FOREGOING, the undersigned executed this document on _____, 2021.

WITNESSES:

VENDOR:

Signature

SIGNATURE of Vendor (identify
full legal name of individual)

PRINT Name

Signature

PRINT Name

PRINT Name

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2021, by _____ an Individual, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
State of Florida

My Commission Expires:

PRINT Name of Notary Public

Proclamation

OFFICE OF THE MAYOR • CITY OF DANIA BEACH, FLORIDA

WHEREAS, mental illnesses are biologically based medical problems that disrupt a person's daily functioning. Just as high blood pressure is a disorder of the heart and diabetes is a disorder of the pancreas, mental illnesses are brain disorders. Untreated, these conditions can lead to severe disturbances in thinking, feeling, behavior or mood, resulting substantially in a diminished capacity for dealing with the ordinary demands of life; and

WHEREAS, approximately one in five adults will be diagnosed with a mental illness in their life, and only one out of two people with a serious form of mental illness will seek treatment. Stigma and fear of discrimination over their condition prevents many who would benefit from mental health services from seeking help; and

WHEREAS, research shows that the most effective way to reduce the stigma is through personal contact with someone with a mental illness. Good mental health is critical to the well-being of our families, communities, schools, and businesses. People with mental illness make significant contributions to our families and communities and recover if given the necessary services and support in their communities; and

WHEREAS, the mission of the National Alliance on Mental Illness (NAMI) of Broward County is to promote greater public awareness about mental illness in order to change negative attitudes, behaviors, and stigma toward mental illness and to improve the quality of life for all individuals affected by these diseases. NAMI Broward provides education and support programs to the community to help over 3,500 people with mental illness and their families in our community each year;

WHEREAS, NAMI Broward promotes early, accessible quality mental health care that prevents hospitalizations and incarcerations and saves money. NAMI Broward advocates for improved healthcare, housing, criminal justice rehabilitation, and meaningful job opportunities for people with mental illness, and supports public education programs designed to help eliminate the pervasive stigma surrounding severe mental illness; and

WHEREAS, NAMI Broward County observes the month of MAY as MENTAL HEALTH AWARENESS MONTH to raise awareness of mental health, to encourage those living with mental illness to seek HELP, and to be uplifted by its message: "YOU ARE NOT ALONE."

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Tamara James, Mayor of the City of Dania Beach, Florida, do hereby proclaim May 2021 as

MENTAL HEALTH AWARENESS MONTH

in the City of Dania Beach and urge all citizens in our community to commit to increasing awareness and understanding of mental illnesses, reducing stigma and discrimination, while promoting and working to provide appropriate and accessible services for all people with mental illnesses.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK



TAMARA JAMES
MAYOR

Proclamation

OFFICE OF THE MAYOR • CITY OF DANIA BEACH, FLORIDA

WHEREAS, teachers mold future citizens through guidance and education; and

WHEREAS, teachers encounter students from widely diverse backgrounds; and

WHEREAS, our country's future depends upon providing quality education to all students; and

WHEREAS, teachers spend countless hours preparing lessons, evaluating progress, counseling, and coaching students and performing community service; and

WHEREAS, our community recognizes and supports its teachers in educating the children of this community; and

WHEREAS, Teacher Appreciation Week is observed annually during the first full week in May.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Tamara James, Mayor of the City of Dania Beach, Florida, do hereby proclaim May 4, 2021 as National TEACHER APPRECIATION Day and May 2 through May 8, 2021, as

National Teacher Appreciation Week

in the City of Dania Beach and strongly encourage all members of our community to join with me in personally expressing appreciation to our teachers for their dedication and devotion to their work.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK



TAMARA JAMES
MAYOR

Proclamation

OFFICE OF THE MAYOR • CITY OF DANIA BEACH, FLORIDA

WHEREAS, on average, 600 people die each year in boating-related accidents in the United States, with the vast majority of these incidents caused by human error and poor judgment and not by the boat, equipment, or environmental factors; and

WHEREAS, on June 23, 2021, the United States Coast Guard Auxiliary will celebrate its 82nd year of volunteer service to Dania Beach, Broward County and to the boaters of America; and

WHEREAS, Coast Guard Auxiliary Flotilla 39 proudly serves the U.S. Coast Guard Station Fort Lauderdale and the City of Dania Beach residents by teaching boating safety classes, conducting vessel safety checks, and provides for harbor safety patrols assisting the U.S. Coast Guard and local law enforcement agencies by patrolling the local waterways; and

WHEREAS, each day, more than 24,000 Coast Guard Auxiliary volunteers continue to provide support to Coast Guard units across the U.S. by saving lives and property, assisting recreational boaters, conducting safety patrols, performing vessel safety checks, teaching boating safety courses to educate recreational boaters, and participating with the U.S. Coast Guard in training and support missions; and

WHEREAS, Flotilla 39, Dania Beach supports boating safety by providing Operation Clear Channel support providing safe transit for cruise ships, tankers, freighters, and other commercial vessel traffic through Port Everglades; and

WHEREAS, this year, May 21-28, 2021, is National Safe Boating Week in the United States, and the U.S. Coast Guard Station Fort Lauderdale and Coast Guard Auxiliary Flotilla 39, Dania Beach encourages all boaters to help raise awareness about boating responsibly and to take appropriate precautions before leaving the dock this season; and

WHEREAS, boating is an important part of our national and local heritage; let us respect Safe Boating Week and carry that tradition forward by following common sense safety procedures and keeping our lakes, ICW and the Atlantic Ocean safe and clean for all to enjoy.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Tamara James, Mayor of the City of Dania Beach, Florida, do hereby proclaim May 21-28, 2021 as

NATIONAL SAFE BOATING WEEK

in Dania Beach, Florida, and urge all citizens to support the dedication and efforts of the U.S. Coast Guard and the Coast Guard Auxiliary by promoting year-round safe boating practices.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK



TAMARA JAMES
MAYOR

MINUTES OF VIRTUAL REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, APRIL 27, 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

Mayor James moved out of the regular order of the agenda to take up item 3.3, then returned to item 3.1.

3.1 Brief County update by Broward County Commissioner Tim Ryan

County Commissioner Ryan spoke of the garage loan program which came up at a recent County Commission meeting. He noted the County approved an extension of this loan from 20 years to 30 years and the loan amount was decreased. He feels the loan amount will be further reduced to make it a loan to grant. He also spoke about County vaccination sites for COVID-19 and noted they are offering at-home vaccinations. He said a coastal link update will be given later this week regarding commuter rail and gave an update on the 9-1-1 emergency communications system. He also gave an update on recent airport enplanement numbers.

3.2 Presentation on Summer Job Program by Latema King, CareerSource Broward

Mayor James introduced Ms. King and noted she was available for questions.

Vice-Mayor Salvino questioned whether the children would be Dania Beach residents, what kind of jobs would be offered, whether we have secured businesses in our City to take them on, and if college students could be included, as well.

Ms. King noted her program is for 16 to 18 years of age only and the children would be Dania Beach residents. She explained the basic jobs that the youth normally do, such as clerical, camp counselor aids, and childcare assistants. She noted they are trying to match the youth to their career choice and place them in proximity to where they live, if possible.

Commissioner Davis noted her concern is that this is a \$3,000 per child expense, although she supports the program. She is trying to justify spending \$21,000 for just seven children. She questioned the follow-up and services provided by CareerSource, and additional benefits of the program.

Ms. King explained a breakdown of costs was provided and children are evaluated for employability skills. Low-income families are targeted, and she addressed the services provided to the youth during the program, which includes worksite monitors. A successful student will have hard and soft skills at the end of the program.

Commissioner Davis asked if the youth must demonstrate they have been impacted by the pandemic.

Mayor James noted that it would be the City re-cooping funds back if they found this to be true.

Vice-Mayor Salvino noted we are having summer camps in the City and questioned how the program qualifies the individual as low income. Additionally, he questioned the dependability of 16–18-year-olds showing up and the role of the worksite monitor.

Ms. King addressed Vice-Mayor Salvino's concerns. This is an opportunity for the youth to learn and sometimes it may end in termination.

Vice-Mayor Salvino noted his concern that the City receive a refund if a youth does not work out for the full eight weeks.

Ms. King explained most of the money her program receives from the funders go directly to the youth. Funds not utilized go back to the City.

Commissioner Lewellen asked if there is a way that the program would be able to identify those affected by COVID and questioned the minimum wage.

Ms. King explained they do not normally identify this, but if the City would like a survey done, that could be utilized. All the youth in the program receive minimum wage.

Mayor James noted we would still need to do a contract and asked Finance Director DiPaolo whether we could seek the reimbursement.

Commissioner Davis emphasized that her program has a specific attendance requirement and questioned how strong Ms. King emphasizes this in her program.

Ms. King reviewed the questions asked up front to the youth regarding their availability to attend. The youth are informed they cannot miss more than three days, and each are taken on a case-by-case basis. They make it clear the jobs are real jobs and the employers are expecting the youth to show up and do their best job.

Mayor James confirmed seven youth were left out due to funding and she was bringing this to the Commission for funding. She felt if this works out as a pilot program, we could do a match for a summer program. She addressed the importance of this program and is looking for Commission support.

Vice-Mayor Salvino said he is concerned about dependability and he would like to see that the jobs are in Dania Beach. He is concerned with accountability.

Mayor James addressed Vice-Mayor Salvino's concern and noted if they do not show up, we do not have to pay for that. We are not financially responsible for students who do not work out.

Commissioner Odman felt Ms. King clearly knows how to run this program and provide for the accountability of the youth; she supports this program.

Commissioner Davis asked if the seven left out have been interviewed by Ms. King or would have to go through the process.

Mayor James noted as soon as school ends, the program will begin, so there is time for these seven youth to begin the program, and she does not know how far those already chosen for the program have gotten.

Vice-Mayor Salvino motioned to approve funding of \$21,000 from Commission contingency for the additional seven children for the Summer Job Program; seconded by Mayor James. The motion carried on the following 5-0 Roll Call vote:

Commissioner Davis	Yes	Vice-Mayor Salvino	Yes
Commissioner Lewellen	Yes	Mayor James	Yes
Commissioner Odman	Yes		

3.3 Mobility Study presentation by Dr. Fred Bloetscher, FAU, and Kimley-Horn

Stewart Robertson, Kimley-Horn, gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Commissioner Davis asked how many residents participated in the survey and whether trollies were considered in this study.

Mr. Robertson said there were 37 participants and there is potential for trollies, although those were not specifically included in the study.

Commissioner Odman questioned how cities can significantly increase their walkability and bike-ability in a state that is car-centric. She would also like to look at other modes of mobility, not only walking and biking.

Mr. Robertson explained how many cities are beginning to make a difference with a nice mix of uses conducive to walking and biking.

Commissioner Lewellen questioned the number of participants in the survey and if they were representative of the different areas of the City.

Mr. Robertson responded the participants were representative of the different areas of the City.

3.4 Introduction of new Human Resources Specialist and key HR Initiatives by Linda Gonzalez, Director of Human Resources

Human Resources Director Gonzalez introduced Yeni Flores Ortiz, HR Specialist.

3.5 Special Event request from Mr. Leroy Green to have a “Fruit & Vegetable Stand” every Friday and Saturday beginning April 30, 2021 at the vacant lot located on the corner of NW 5 Avenue and NW 1 Street, from 9:00 a.m. - 5:00 p.m. (*Community Development*)

Eleanor Norena, Director of Community Development, gave a brief overview of the Special Event request and noted the application did not meet the requirements of approval and the department is recommending denial.

Mayor James noted Mr. Green is in his 80s and has had this stand for many years where the property owner has given permission. She did not know this request would be coming to the Commission.

Community Development Director Norena addressed the departmental review and noted it does not meet City code.

Commissioner Odman motioned to approve allowing the applicant to have a fruit and vegetable stand at the location indicated. The motion failed for lack of a second.

Commissioner Lewellen questioned where Mr. Green gets the vegetables from.

Mayor James thought he gets them from Miami.

Commissioner Davis confirmed it does not meet the City’s code for special events.

Vice-Mayor Salvino asked if this is a recurring event.

Mayor James said he has been there every weekend for the last 30 years.

Vice-Mayor Salvino noted every business must pay the BTR and there are also food regulation rules at play. He questioned why Mr. Green cannot obtain a BTR.

Mayor James addressed the items provided that the City asked for. She did not know this would be denied by staff.

Vice-Mayor Salvino suggested we look in to why it got denied and assist him further. If someone complained, they would question how he is he still operating.

Community Development Director Norena addressed the reasons staff is recommending denial.

Commissioner Davis said she would like to see us support him in getting him up to Code.

Community Development Director Norena reviewed the letter of support, which is half of the requirement, and noted he is not on developed property and does not have a BTR.

City Attorney Ansbro confirmed he does not meet the requirement of being on developed property.

Vice-Mayor Salvino questioned why he could not use an under-sized lot owned by the CRA and then get a BTR.

Mayor James noted we break our rules all the time when someone comes for a variance.

Commissioner Lewellen said she is concerned about setting a precedent and asked if we could do something with him and the PATCH.

City Attorney Ansbro explained this would be a way for him to meet the Code.

Mayor James said the Commission makes allowances all the time.

Further discussion ensued.

City Attorney Ansbro noted the item could be continued to allow the applicant time to meet the Code requirements.

Commissioner Odman motioned to approve the Special Event request for a recurring Fruit & Vegetable Stand; seconded by Mayor James. The motion failed on the following 2-3 Roll Call vote:

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

4. Proclamations

4.1 Global Love Day - Mayor James

Mayor James read the proclamation for Global Love Day.

5. Citizen Comments

There were no comments at this meeting.

6. Public Safety Reports

Captain Sergio Pellecer, BSO District Fire Chief, thanked staff for the work on the bid and grant to harden Station 1. He addressed the commitment to service for all our residents, including those who suffer mental health issues. He also addressed the bicycle safety program and reported on call statistics and our ISO rating. The Commission wished Chief Pellecer a happy birthday.

Captain Daniel Marks, BSO Chief of Police, reported on recent criminal activity in the City and on food distribution to residents. He noted a painting event for children with Autism was held on April 17th. He reported on the apprehension of the Goya graffiti suspect, the Traffic Enforcement Unit, and the Homeless Outreach Team. Operation Medicine Cabinet had to be postponed and they will be scheduling a shredding event.

7. Consent Agenda

- 7.1 Minutes:
 - Approve Minutes of April 13, 2021 Virtual City Commission Meeting
 - Approve Minutes of April 15, 2021 Virtual Strategic Plan Session

- 7.2 Travel Requests: None

Resolutions

7.3 RESOLUTION #2021-054

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE MOBILITY PLAN PREPARED BY FLORIDA ATLANTIC UNIVERSITY IN PARTNERSHIP WITH KIMLEY-HORN; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.
(Community Development)

7.4 RESOLUTION #2021-055

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PAYMENT OF THIRTY-NINE THOUSAND EIGHT HUNDRED DOLLARS (\$39,800.00) TO DECOTA CONSTRUCTION INC. FOR THE INSTALLATION OF A LAKE PERIMETER FENCE AROUND THE MEADOWBROOK LAKE VIEW CONDOMINIUM PROPERTY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.5 RESOLUTION #2021-056

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC., THE HIGHEST RANKED ENGINEERING DESIGN FIRM FOR THE DESIGN OF (9) SEWER LIFT STATIONS AND EMERGENCY BACK UP GENERATORS IN THE AMOUNT OF FOUR HUNDRED NINETY-NINE THOUSAND EIGHT HUNDRED DOLLARS (\$499,800.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.6 RESOLUTION #2021-057

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A MID-YEAR BUDGET AMENDMENT BY THE PUBLIC SERVICES DEPARTMENT TO FUND REPAIRS IN SEVERAL PARKS AND RECREATION FACILITIES IN AN AMOUNT NOT TO EXCEED SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RECREATION DEPARTMENT'S APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Ordinances (Titles read by City Attorney)

7.7 ORDINANCE #2021-015

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 20, ENTITLED "POLICE" OF THE CITY'S CODE OF ORDINANCES, ARTICLE IV, ENTITLED "WRECKER AND TOWING SERVICES," TO AMEND AND UPDATE THE TOWING CODE REQUIREMENTS TO BE CONSISTENT WITH STATE AND COUNTY REQUIREMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(City Attorney)*

Commissioner Lewellen motioned to adopt the Consent Agenda; seconded by Vice-Mayor Salvino. The motion carried unanimously.

8. Bids and Requests for Proposals

8.1 RESOLUTION #2021-058

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE RANKING OF CONSULTING FIRMS THAT RESPONDED TO REQUEST FOR QUALIFICATIONS ("RFQ") NO. 21-001 "PROFESSIONAL ARCHITECTURAL SERVICES FOR THE HISTORIC NYBERG-SWANSON HOUSE AND THE WOMAN'S CLUB" AND SELECTING BENDER AND ASSOCIATES ARCHITECTS, P.A. AS THE FIRST RANKED FIRM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

City Attorney Ansbro read the title of Resolution #2021-058.

Vice-Mayor Salvino motioned to adopt Resolution #2021-058; seconded by Commissioner Lewellen. The motion carried unanimously.

9. Public Hearings and Site Plans

9.1 ORDINANCE #2021-016

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA , APPROVING THE RIGHT-OF-WAY VACATION REQUEST (VC-10-21) SUBMITTED BY LAWRENCE KRAMER, ON BEHALF OF THE PROPERTY OWNER, 800 OLD GRIFFIN, LLC., FOR THE PROPERTY GENERALLY LOCATED BETWEEN BLOCK 3 AND BLOCK 2 TO THE IMMEDIATE NORTH AND SOUTH, RESPECTIVELY, AND BETWEEN THE INTERSECTION OF NORTHWEST 9TH AND 8TH AVENUES TO THE IMMEDIATE WEST AND EAST, RESPECTIVELY, WHICH RIGHT OF WAY IS CONTAINED WITHIN THE PLAT OF DANIA MANOR, RECORDED IN PLAT BOOK 10, PAGE 53, OF THE PUBLIC RECORDS BOOK FOR BROWARD COUNTY, WHICH RIGHT OF WAY IS GENERALLY DESCRIBED AS “NORTHWEST 3RD PLACE,” AND IS LOCATED WITHIN THE CITY OF DANIA BEACH, FLORIDA, WHICH RIGHT OF WAY IS LEGALLY DESCRIBED IN EXHIBIT A, A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Community Development)*

City Attorney Ansbro read the title of Ordinance #2021-016 and Resolution #2021-059 as they relate to the same property. He advised the items were quasi-judicial hearings and swore-in those who would speak as they came forward. He asked the Commission to disclose any communication they had on these matters.

Corinne Lajoie, Assistant Director of Community Development, gave a presentation on the vacation, site plan, design exception and variances requests.

Vice-Mayor Salvino said he was under the impression there would be no docks on the waterway because of the SFWMD and questioned the crossing over Old Griffin Road. He also questioned whether there could be boat work done at the docks.

Assistant Director of Community Development Lajoie explained the applicant would have to get approval of SFWMD for the docks and addressed the pedestrian crossing over Old Griffin Road. She noted prohibiting boat repairs could be added as a condition of approval.

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

Mayor James felt we should mandate that construction trucks cannot use roadways other than Old Griffin Road.

Commissioner Lewellen motioned to adopt Ordinance #2021-016, on first reading; seconded by Vice-Mayor Salvino. The motion carried on the following 5-0 Roll Call vote:

Commissioner Davis	Yes	Vice-Mayor Salvino	Yes
Commissioner Lewellen	Yes	Mayor James	Yes
Commissioner Odman	Yes		

9.2 RESOLUTION #2021-059 *Amended*

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUESTS FOR A SITE PLAN (SP-087-20), DESIGN EXCEPTION (OT-012-21) AND VARIANCES (VA-006-21, VA-007-21, VA-008-21 AND VA-009-21) SUBMITTED BY LAWRENCE KRAMER ON BEHALF OF 800 OLD GRIFFIN, LLC., FOR THE PROPERTY AT 800 OLD GRIFFIN ROAD, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A,” A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

Commissioner Lewellen motioned to adopt Resolution #2021-059, as amended, to add conditions prohibiting boat repairs on the docks and limiting construction truck traffic to Old Griffin Road; seconded by Vice-Mayor Salvino. The motion carried on the following 5-0 Roll Call vote:

Commissioner Davis	Yes	Vice-Mayor Salvino	Yes
Commissioner Lewellen	Yes	Mayor James	Yes
Commissioner Odman	Yes		

9.3 RESOLUTION #2021-060 *Amended*

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE FOLLOWING REQUESTS FOR SITE PLAN (SP-38-08MOD2), TWO VARIANCES (VA-005-20 AND VA-006-20), SPECIAL EXCEPTION (SE-008-20), AND PUBLIC ART WAIVER (OT-024-21) APPROVAL, AS SUBMITTED BY BRAUSER MAIMONIDES ACADEMY, FOR THE PROPERTY LOCATED AT 5300 SW 40 AVENUE, WITHIN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A” (“PROPERTY”), A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Ansbro read the title of Resolution #2021-060 and Resolution #2021-061 as they relate to the same property. He advised the items were quasi-judicial hearings and swore-in those who would speak as they came forward. He asked the Commission to disclose any communication they had on these matters.

Richard Lorber, Planning & Zoning Manager, gave an overview of the site plan, variances, special exception, public art waiver, and delegation requests.

Attorney Dennis Mele, representing the applicant, gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Vice-Mayor Salvino questioned staggering of the pick-ups and computer system; his concern is the staging area heading from the south to the north, heading into the school. He asked if they would be allowed to come from the north to the south and whether there would be backups on the other side of the street as well. He felt traffic should come from one direction and not be

allowed to back up in both directions. He opposed the art waiver and felt the \$35,000 should be included; \$17,500 worth of art should be at the school and \$17,500 should be located along 40th Avenue.

Attorney Mele addressed Vice-Mayor Salvino's concern; they would remove striping and lengthen the turn lane, not allowing blocking in both directions.

Commissioner Lewellen noted she likes this new plan as she thinks it will help with the road. She has not heard anything from the neighbors. She is happy about the other improvements, but she favors the full art in public places contribution, however it may be configured.

Attorney Mele explained they are a 501(3)c and asked for the waiver, but they would not allow the project to fail because of it.

Commissioner Odman noted when the Art in Public Places ordinance was crafted, this was the kind of situation that allowed the ability of public art on the property. We went back and forth on it a lot but did realize the importance. She would like to see the partial payment into the fund and artwork on the site. She added there is certain criteria for public art.

Corinne Lajoie, Assistant Director of Community Development, said the applicant could choose the 50/50; however, we have an art plan that we are in the process of creating with our consultant, so the Commission could identify or prioritize public art for this area. When they choose to put art onsite themselves, there are criteria being developed that they must meet as well as the maintenance of the art.

Commissioner Davis noted she was impressed with the project. She agrees the full amount of the public art fee should be contributed.

Attorney Mele explained one of the things they worry about at this location is security; they try to be low-key and not draw attention to themselves from the public. They are not saying it is \$35,000 and they do not want to do anything.

Mayor James noted she spoke with Attorney Mele and missed the 500 going to 900; although they discussed stacking, she felt the traffic on 40th Avenue will be adversely impacted.

Attorney Mele explained vehicle stacking is increasing to 118%; the parents will be coming from the south. The parents understand if they are going to drive their students to school, they must follow the rules. There will be a better traffic situation after this improvement than there is now.

Mayor James opened the Public Hearings.

Marjorie Bernal, 5170 SW 40th Avenue, Unit 9E, commented her window on the north faces the academy and she is glad to hear her questions answered. She noted her concern for the lack of landscaping and would like to see it done as soon as possible. She felt the traffic has improved and spoke about a project that was built nearby toward Stirling Road, and is concerned about 40th Avenue. It is not about the academy, but about 40th Avenue.

Assistant Director of Community Development Lajoie noted property owners within 450 feet were mailed notices for the apartment project Ms. Bernal mentioned; it has been extended to 1,000 feet. She added any improvements to 40th Avenue would be under the jurisdiction of the MPO.

Attorney Mele addressed the landscaping timeline.

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

Vice-Mayor Salvino felt we should collect the \$35,000 public art fee; if the school wants to put art on the site, then they could pay half the fee into the art fund.

Attorney Mele confirmed they would like to do \$17,000 of art onsite.

A brief discussion was held.

Assistant Director of Community Development Lajoie clarified that the Commission would only need to deny the public art waiver request in the motion to adopt the resolution, so there would be choices available to the applicant regarding fulfilling the public art requirement.

Vice-Mayor Salvino motioned to adopt Resolution #2021-060, as amended, to deny the public art waiver request; seconded by Commissioner Davis. The motion carried on the following 5-0 Roll Call vote:

Commissioner Davis	Yes	Vice-Mayor Salvino	Yes
Commissioner Lewellen	Yes	Mayor James	Yes
Commissioner Odman	Yes		

9.4 RESOLUTION #2021-061

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE DELEGATION REQUESTS FOR THE AMENDMENT OF THE LOCATION FOR A NON-VEHICULAR ACCESS LINE (NVAL) (DR-95-20) AND A PLAT NOTE AMENDMENT RELATING TO THE TOTAL SQUARE FEET OF SCHOOL USE (DR-98-20), SUBMITTED BY CYNTHIA A. PASCH, AICP, ON BEHALF OF THE PROPERTY OWNER, MAIMONIDES-SHALOM ACADEMY, INC., FOR THE PROPERTY LOCATED AT 5300 SW 40 AVENUE IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

Commissioner Lewellen motioned to adopt Resolution #2021-061; seconded by Vice-Mayor Salvino. The motion carried unanimously.

9.5 RESOLUTION #2021-027 *Amended*

A RESOLUTION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE APPEAL REQUEST FOR APPLICATIONS SP-007-20 (SITE PLAN) AND VA-078-20 (VARIANCE) SUBMITTED BY B&B

INVESTMENT SOLUTIONS LLC, OWNER OF 3321 SW 44TH STREET, DANIA BEACH; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Continued from February 23, 2021 & March 23, 2021) (Community Development)*

City Attorney Ansbro read the title of Resolution #2021-027 and advised the item was a quasi-judicial hearing and swore-in those who would speak as they came forward. He asked the Commission to disclose any communication they had on this matter.

Corinne Lajoie, Assistant Director of Community Development, gave a presentation on the appeal request for site plan and variance applications.

Attorney Jeremy Shir, representing Palms by the Water, gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Mayor James said she received an email that some of the residents in the neighborhood were left out of the agreement that was signed by only four. She is not happy about what she has heard, particularly that the City would be sued if the item is denied.

Attorney Shir noted those residents who would be most affected were included and no threats of litigation were made.

Mayor James said it is possible to accommodate the entire community.

Commissioner Davis noted two neighbors initially against the project contacted her and told her they are satisfied with the agreement reached.

Commissioner Lewellen commented the two sets of residents on either side of this project, and the most impacted, have indicated they are happy with the agreement.

Commissioner Odman noted she was in support of this project and had encouraged Attorney Shir to meet with the residents, which was accomplished. From the information she has, most of the people are happy, so she is supportive.

Mayor James opened the Public Hearing.

Barbara Ringstad, 3341 SW 44th Street, commented she was initially against the project, but is now in support of it. No one was left out.

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 Resolution #2021-027, as amended, to add the letter from the applicant with neighbors' signatures identifying agreed upon conditions; seconded by Commissioner Lewellen. The motion carried on the following 4-1 Roll Call vote:

Commissioner Davis

Yes

Vice-Mayor Salvino

Yes

Commissioner Lewellen
Commissioner Odman

Yes
Yes

Mayor James

No

10. Discussion and Possible Action

10.1 Covid update - Commissioner Odman

Commissioner Odman said this arose as discussion about resuming in-person Commission meetings. She noted Broward County is at 600 cases per day, down from 800 cases two weeks ago. There have been significant decreases and no alarming increases. We can now vaccinate up to 10,000 people per day, but it does not mean people are going to go get vaccinated. She does not have numbers specific for Dania Beach as to how many people have been vaccinated. Fort Lauderdale and Hollywood are doing hybrid meetings; Fort Lauderdale has two commissioners on the dais and the other ones are at home. Hollywood is doing similarly. Allowing the public to come in is going to be a challenge as you would want to maintain six feet distance. The advisement of the CDC is still no indoor meeting. She recommends if Commissioners want to do in-person meetings, that is fine, but it should be limited to Commission and staff. She would not recommend allowing the public in as it would violate the CDC recommendation. You could look at the fire capacity and determine the base amount of people.

City Attorney Ansbro said he does not recommend allowing presenters and denying the public; we should not bar them. He encouraged allowing the public to attend with limitations. He clarified the City decided despite the AG opinion, that we were not going to put our people at risk, and we would continue to do this virtually. If we choose to do a hybrid, we do not necessarily have to have the three electeds here in person, under the current CDC provisions.

Mayor James noted she is ready to go back to in-person and have the public with limitations and maybe presenters and staff virtually.

Commissioner Lewellen said the numbers seem to be getting better; the CDC is making more frequent recommendations and lifting restrictions. She felt we should wait until the next meeting to discuss it and perhaps return to in-person at the last meeting in May. At that point, more people will be vaccinated; she does not want a super spreader event.

Vice-Mayor Salvino felt we should probably wait; he cannot take spending four hours in a mask.

Commissioner Davis said she would not like to breathe through a mask for four of five hours, so she would like to wait. If the management team feels they can provide a safe environment with the public, then she is ready, but felt we should wait.

Mayor James suggested waiting another month and the City Manager bring back a plan to facilitate meeting in-person with public attendance.

The Commission agreed.

10.2 Utilities delinquency update - Frank DiPaolo, Director of Finance

Finance Director DiPaolo gave an update on delinquent utility accounts and noted they have skyrocketed since we stopped shut offs due to Covid. There may be mechanisms out there for assistance. Finance would like to begin sending out delinquent notices and include information on any assistance available. We need to stop the bleeding and then reverse the trend. We do not have a date to start shutting off service but want to begin having a conversation.

Mayor James asked if money we are receiving could be put toward delinquencies.

Finance Director DiPaolo said yes, community assistance funding can be utilized for impacts of Covid to assist those delinquencies. We would just have to come up with a program and a criterion.

Mayor James wondered if we come up with a program that we pay 50% of the delinquent bill and put them on a payment plan whether that would not work, and account holders still would not pay.

Finance Director DiPaolo responded they have surveyed other cities; some are sending out delinquent notices as well as some have begun water shut offs. It is not a one size fits all approach; we must do what is best for our City and that takes engagement with our customers with what their situation is and why they cannot make payment. We would then have a better understanding of how to solve this problem.

Mayor James questioned if we put a program criterion together, tiered with reward, and recommending the resident pays half up front, whether we could match using a program's funds.

Finance Director DiPaolo replied yes.

Mayor James noted she is okay with delinquent notices if we are not shutting service off.

Commissioner Lewellen felt we need to find out what the residents can pay before we offer to pay. It is better to send out something and see what the response is.

Mayor James said some residents would not be able to pay half; placing them on a payment plan until they can pay their responsibility could be a requirement before receiving any help.

The Commission consensus was to move forward with sending out delinquency notices.

11. Commission Comments

11.1 Commissioner Davis

Commissioner Davis thanked everyone for the huge success Earth Week was, and for supporting her Pristine Beach cleanup.

11.2 Commissioner Lewellen

Commissioner Lewellen commented on the amazing Earth Week we had.

11.3 Commissioner Odman

Commissioner Odman noted she needed a date for the ribbon cutting of the mermaid tail selfie station; June 1st, 2nd, or 3rd, from 5:00 p.m. – 7:00 p.m.

Discussion ensued.

The Commission agreed to June 3rd for the ribbon cutting.

Commissioner Odman commented the deployment of the mermaids in the water will be in early July, and on that same day, there will be a beach clean-up. 30 days after, sometime in August, they will do the monitoring of the mermaids; that day, elected officials will be able to go into the water.

11.4 Vice-Mayor Salvino

Vice-Mayor Salvino noted he talked to City Manager Garcia about a street cleanup on Old Griffin Road and commented on the Earth Week activities.

11.5 Mayor James

Mayor James asked when we are going to do the oak trees for the other cemetery and about an update on the mausoleum. We want to make sure our cemeteries are trimmed and nice as loved ones visit them on holidays. She congratulated Commissioner Davis on the beach cleanup.

Mayor James commented about the fruit stand request and noted there are other vendors everywhere. She is going to see what the others are doing because they have been there for years. She questioned whether we need to amend the code to allow some flexibility because there are various panhandlers around our City.

Mayor James thanked the Commission and staff for the flower arrangements sent during her recovery.

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

There were no appointments at this meeting.

13. Administrative Reports

13.1 City Manager

City Manager Garcia reported a vaccination site would be set up at St. Ruth Missionary Baptist Church on May 11th and May 24th; we are working all avenues to get the word out and more information is forthcoming.

City Manager Garcia also reported the Dania Beach Grill decorative signage wrap has been completed and there will be additional signage added on the beach to inform the residents of the forthcoming developments.

City Manager Garcia advised we would be working on Westlawn Cemetery during May, with a ribbon cutting scheduled in June. Last Wednesday, a meeting was held with FDOT regarding their conveyance to the City of the 1.4-acre parcel. There is a moratorium on new speed humps as we are working to bring them all into compliance.

City Manager Garcia noted Vice-Mayor Salvino had a great idea, which was to order the Slow – Children at Play signs, Tony the turtle, to slow traffic down when kids are out playing. This is in addition to traffic calming efforts to keep our City safer.

City Manager Garcia reported we are working on the Executive Assistant position for the City Commission and the Parks Master Plan workshop would be held on May 18th at I.T. Parker.

City Manager Garcia noted May is mom's month and we are working on after-school programming. She congratulated the City Commission for completing the Strategic Plan; it will be brought back in June for adoption.

13.2 City Attorney

City Attorney Ansbro had no comments.

13.3 City Clerk - Reminders

Tuesday, May 11, 2021 - 5:30 p.m.
Tuesday, May 11, 2021 - 7:00 p.m.
Thursday, May 13, 2021 - 4:30 p.m.
Tuesday, May 18, 2021 - 5:00 p.m.
Tuesday, May 25, 2021 - 7:00 p.m.

CRA Board Meeting
City Commission Meeting
CRA Board Workshop
Parks Master Plan Workshop
City Commission Meeting

14. Adjournment

Mayor James adjourned the meeting at 11:28 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 FOR SERVICES TO BE PURCHASED FROM KENACO DEVELOPMENT CORPORATION, INC. FOR PIER REPAIR SERVICES FOR FISCAL YEAR 2020-2021 THAT EXCEED AN ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Purchasing Requests ONLY

Dept:

Acct #:

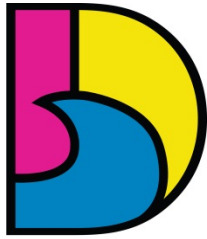
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-KENACO-EXCEED25k-051121 (002), R-2021- Kenaco Development Corporation Pier Repair Services to Exceed \$25K, QUOTES PIER DECK REPAIRS



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: May 11, 2021

TO: Honorable Mayor and Commissioners

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

FROM: Fernando J. Rodriguez, Public Services Director

RE: RESOLUTION TO AUTHORIZE EXCEEDING THE SINGLE VENDOR ANNUAL THRESHOLD FOR DOCK DOGS/KENACO DEVELOPMENT CORP.

Request

The Public Services Department (PSD) requests the adoption of the attached resolution authorizing the surpassing of the annual single vendor threshold for expenses associated with Dock Dogs/Kenaco Development Corp.'s services (Kenaco).

Background

Recent inspections by City staff and Westrec, the operator of the Marina and the pier have identified additional decking wood planks that need replacement. Kenaco has performed pier deck repairs for the City on two previous occasions going back to the Fall of 2019. The most recent repairs performed by this contractor, in combination with a recent competitively quoted proposal, will exceed the annual single vendor threshold.

The age of the pier (nearly 25 years), its continuous exposure to the elements and salt air, and the fact that few repairs had been performed in the decade prior to the current Administration have contributed to the rapid deterioration of its components. While a comprehensive pier condition assessment by a specialized firm has been completed and the design and bid documents development is under way to bid out a comprehensive pier refurbishing project, the deck repairs being requested are required in the short term.

Budgetary Impact

Funding for the replacement of 220 deck boards in the amount of \$22,000 will be appropriated from the Pier Operations Account #405-72-15-572-63-10.

Recommendation

PSD recommends the City Commission approval of the resolution authorizing that the annual single vendor threshold of \$25,000 may be exceeded.

RESOLUTION NO. 2021-062

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR SERVICES TO BE PURCHASED FROM KENACO DEVELOPMENT CORPORATION, INC. FOR PIER REPAIR SERVICES FOR FISCAL YEAR 2020-2021 THAT EXCEED AN ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); 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 age of the Dania Beach pier and the limited maintenance provided in previous years along with continuous exposure to the oceanfront environment have contributed to the necessity for repeated deck repairs during the last two years; and

WHEREAS the solicitation of competitive price proposals for deck repairs over the past two years has sometimes resulted in the repeated use of the same contractor to perform the work; and

WHEREAS Kenaco Development Corporation, Inc. has provided pier deck repairs during the current fiscal year and their recently selected lowest quote will exceed the single vendor annual expenditure threshold;

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 exceeding the annual single vendor expenditure threshold of Twenty-Five Thousand Dollars (\$25,000.00).

Section 3. That the cost for this repair shall be funded from the Pier Operations Account No. 405-72-15-572-63-10.

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

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

PASSED AND ADOPTED on May 11, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

DOCK DOGS



KENACO Development Corp
GENERAL CONTRACTING

Florida State License # CGC028533

Barry -561-376-4100

04/14/21

www.dockdogsfl.com

Client

Job Location

CITY OF DANIA BEACH

DANIA PIER
DANIA BEACH

CONTRAT/PROPOSAL

- **REMOVE AND REPLACE 110 SHORT DECK BOARDS**
- **REMOVE AND REPLACE 110 LONG DECK BOARDS**
- **ALL LUMBER WILL BE CCA PRESSURE TREATED**
- **DECKING WILL BE FASTENED WITH 3/8 STAINLESS STEEL CARRIAGE BOLTS PER STRINGER.INCLUDES REPLACING THE STRINGERS.**
- **EACH SECTION OF DECKING WILL BE REMOVABLE**
- **EACH SECTION WILL BE 4 FEET OR LESS.**

COST \$ 22,000.00

All work is done in a timely & professional manner

DOCK DOGS



5340 SW 109th ave
Davie, FL 33328

Visit us at
ThalerContracting.com

Estimate

Date	Estimate #
3/4/2021	311

Name / Address

City of Dania Beach
Louis Borgos
2987 sw 45th st
Dania Beach, FL 33312

Phone: (954) 709-2612

Email: ThalerContracting@gmail.com

		Project	
		Pier Deck Boards	
Description	Qty	Cost	Total
Labor and materials to remove and replace (110) 2 x 6 x 3'10" deck boards and (110) 3 x 8 x 6'6" deck boards. All lumber will be CCA pressure treated decking and will be fastened with (2) 3/8" Stainless steel carriage bolt per stringer. Includes replacing the stringer. Each section of decking will be removable and each section will be 4' or less.	1	25,640.00	25,640.00
Dump Fee per load. Estimating four loads of debris. If additional load are needed they will be billed at \$600 per load.	2	600.00	1,200.00
Note: Scope of work includes cleaning up job site at the end of each day. Includes roping off work areas and working in sections. Each day what ever deck sections are removed will be replaced by the end of the work day. Portions of the pier will need to be closed off for the duration of the work. Parking and trailer parking will need to be made available at the pier by the city for the duration of the work. Material staging area on the pier will also need to be made available.			
~~~~~ CHANGE ORDER ~~~~~ April 14, 2021 > Decreased price and quantity of boards from 140 to 110. \$28,600.00 to \$25,640.00. Changed description of Labor. (-\$2,960.00) Total change to estimate -\$2,960.00 ~~~~~			
<b>Total</b>		\$26,840.00	

This estimate is valid for a period of 30 days.

Signature _____

MaintenX  
P.O. Box 21288  
Tampa, FL 33622  
Phone # 855-751-0075 Fax # 813-915-5582

Customer WO # PHONE CALL

Start Date

Quote Date

Paperwork Date

Order Type CARPENTRY

Ref # 724547

Brandon Romain

[BRomain@maintenx.com](mailto:BRomain@maintenx.com)

### SERVICE LOCATION

DANIA BEACH PIER Location: PIER300  
300 NORTH BEACH RD  
DANIA BEACH, FL 33004  
Phone # 3216669057 Fax #

### SERVICE DESCRIPTION

Beach pier has rotten planks, please call Luis to schedule visit. NAT 021821 24 HRS

#### Proposal Summary:

Remove and Replace an estimated 760 LF of damaged planks throughout the existing pier.

#### Work Summary:

Cordon area for pedestrian safety;  
Layout, Build and Stage new section(s) of pier(as needed);  
Demo and Remove damaged section of pier;  
Prep and Install new pre-fabricated section(s) and attach to existing pier;  
Continue process until all necessary planks have been repaired (as needed);  
Clean area and dispose of debris from project;

#### **NOTE**

This proposal does NOT cover all Plans/ Permitting Fees; Fees to be determined upon approval; A change order will be required to cover the additional costs.

This proposal covers labor costs during normal business hours ONLY;

This proposal covers ONLY the above mentioned work; Additional requests will require an approved CO;

The Dumpster will be stored on site and utilized throughout the project evolution.

### CLIENT PRICING

#### Proposed

Qty	Description	Man Hr	Unit Price	Total
6	BP-Labor	78.00	90.00	42,120.00
1	BP- Labor- Disposal Fee	1.00	550.00	550.00
1	BP-Equipment Rental		4,875.00	4,875.00
110	BP- Materials- 3x6x7 Marine Treated Lumber		28.20	3,102.00
110	BP- Materials- 2x8x4 Marine Treated Lumber		20.25	2,227.50
1	BP- Materials- Stainless Steel Hardware		1,689.95	1,689.95
1	BP- Equipment- On Site Dumpster		1,650.00	1,650.00
1	BP - Equipment - Safety Gear		1,489.95	1,489.95
1	BP-Equipment-Barricades, Cordoning and Supplies		535.76	535.76
1	BP-Materials-Reports and Standard Permitting		1,695.00	1,695.00
1	BP-Travel		125.00	125.00
Labor 42,670.00		Material 17,265.16	Other 0.00	Travel 125.00

MaintenX  
P.O. Box 21288  
Tampa, FL 33622  
Phone # 855-751-0075 Fax # 813-915-5582

Customer WO # PHONE CALL

Start Date

Quote Date

Paperwork Date

Order Type CARPENTRY

Ref # 724547

Brandon Romain

[BRomain@maintenx.com](mailto:BRomain@maintenx.com)

## SERVICE LOCATION

DANIA BEACH PIER Location: PIER300  
300 NORTH BEACH RD  
DANIA BEACH, FL 33004  
Phone # 3216669057 Fax #

Completed Total	0.00
Completed Tax	0.00
Proposed Total	60,060.16
Proposed Tax	0.00
Tax	0.00
<b>PROPOSAL TOTAL</b>	<b>60,060.16</b>

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delay beyond our control.

This quotation is valid for 30 days

Payment: NET 30

Submitted By:

MaintenX International, Inc.

Brandon Romain

PROJECT MANAGER

Acceptance of Proposal: I have read this document and accept the prices, specifications & conditions stated.

I understand that upon signing, this proposal becomes a binding contract. You are authorized to do the work as specified.

Payment Net 30

Signature: _____

Print name: _____

Date: _____

# 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 AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) AGREEMENT BETWEEN THE CITY AND THE BROWARD COUNTY HOUSING FINANCE AND COMMUNITY REDEVELOPMENT DIVISION (DIVISION) FOR PROVIDING FUNDS AND ALLOWING THE DIVISION TO ADMINISTER THE FUNDS IN THE AMOUNT OF ONE HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED FORTY-NINE DOLLARS (\$172,549.00), FOR THE OASIS XIV NEIGHBORHOOD IMPROVEMENT PROJECT

### Purchasing Requests ONLY

Dept:

Acct #:

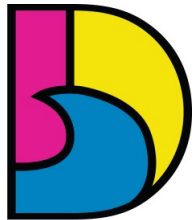
Amt:

Fund:

### Fiscal Impact/Cost Summary

### Exhibits Attached

MEMO CDBG Y45Oasis Agreement r (002) (003), R-2021- BC CDBG Year 45 Agreement for Oasis XIV Neighborhood Improvement Project, R-2021- BC CDBG Year 45 Agreement for Oasis XIV Neighborhood Improvement Project Exhibit A



DANIA BEACH  
SEA IT. LIVE IT. LOVE IT.

## CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

### MEMORANDUM

**DATE:** May 11, 2021

**TO:** Honorable Mayor and Commissioners

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

**FROM:** Fernando J. Rodriguez, Public Services Director  
Dincer Akin Ozaydin, Deputy Public Works Director

**RE: APPROVAL OF A RESOLUTION TO ENTER INTO AN AGREEMENT WITH BROWARD COUNTY HOUSING FINANCE AND COMMUNITY REDEVELOPMENT DIVISION(DIVISION) FOR RECEIVING FUNDS AND ALLOWING THE DIVISION TO ADMINISTER FUNDS FOR THE 45TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR OASIS XIV NEIGHBORHOOD IMPROVEMENT PROJECT**

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#### **Request**

The Public Services Department (PSD) requests approval to enter into an agreement with Broward County Housing Finance and Community Redevelopment Division (Division) for receiving funds and allowing the Division to administer the funds for the 45th Year Community Development Block Grant (CDBG) for the Oasis XIV Neighborhood Improvement Project.

#### **Background**

On May 28, 2019, the City Commission approved Resolution 2019-040, authorizing the City of Dania Beach (City) to submit a CDBG application for the Installation of Wayfinding Signs Project. The Division determined that this project did not meet the strict guidelines of an "areawide benefit" of the CDBG Program and recommended that the City submit an alternative application.

The City Commission then approved Resolution 2020-036, authorizing the submittal of an alternate project for the Installation of Wayfinding Signs Project, which is the Oasis XIV Neighborhood Improvement Project.

The Division approved the City's alternate application for the Oasis XIV Neighborhood Improvement Project and provided an agreement. If this agreement is approved by the City Commission, Broward County will provide the funding in the amount of \$172,549.00 and will administer funds, as well.

#### **Budgetary Impact**

The CDBG Agreement with Broward County will provide funding in the amount of \$172,549.00 for the construction of the Oasis XIV Neighborhood Improvement Project. Funds will be appropriated into the Grant Account No. 103-39-65-541-63-10.



**RE: APPROVAL OF A RESOLUTION TO ENTER INTO AN AGREEMENT WITH BROWARD COUNTY  
HOUSING FINANCE AND COMMUNITY REDEVELOPMENT DIVISION FOR RECEIVING  
AND ADMINISTER FUNDING FOR THE 45TH YEAR COMMUNITY DEVELOPMENT BLOCK  
GRANT PROGRAM FOR OASIS XIV NEIGHBORHOOD IMPROVEMENT PROJECT**

---

**Recommendation**

PSD recommends the approval to enter into an agreement with the Division for receiving funds and allowing the Division to administer the funds for the 45th Year Community Development Block Grant (CDBG) for Oasis XIV Neighborhood Improvement Project.



## **RESOLUTION NO. 2021-063**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) AGREEMENT BETWEEN THE CITY AND THE BROWARD COUNTY HOUSING FINANCE AND COMMUNITY REDEVELOPMENT DIVISION (DIVISION) FOR PROVIDING FUNDS AND ALLOWING THE DIVISION TO ADMINISTER THE FUNDS IN THE AMOUNT OF ONE HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED FORTY-NINE DOLLARS (\$172,549.00), FOR THE OASIS XIV NEIGHBORHOOD IMPROVEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City Commission approved Resolution 2019-040 authorizing the City of Dania Beach (City) to submit a CDBG application for the Installation of Wayfinding Signs Project. The Division determined that this project did not meet the strict guidelines of an “area benefit” of the CDBG Program and recommended that the City submit an alternative application; and

**WHEREAS**, the City submitted the alternative application to the Division for CDBG Programs for Oasis XIV Neighborhood Improvement Program; and

**WHEREAS** the City Administration supports the Oasis XIV Neighborhood Improvement Project and desires to receive CDBG funding from Broward County as described in the Agreement attached as “Exhibit A”, and the Agreement is made a part of and is incorporated into this Resolution by this reference; and

**WHEREAS**, the Division approved the City’s alternate application for the Oasis XIV Neighborhood Improvement Project and provided an agreement to be executed. If this Agreement is approved by the City Commission, the Division will provide and administer funding in the amount of One Hundred Seventy-Two Thousand Five Hundred Forty-Nine Dollars (\$172,549.00) and administer the funds;

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

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

**Section 2.** That the proper City officials are authorized to accept and execute a Community Development Block Grant Agreement on behalf of the City of Dania Beach, Florida with the Housing Finance and Community Redevelopment Division of Broward County in the amount of One Hundred Seventy-Two Thousand Five Hundred Forty-Nine Dollars (\$172,549.00), to provide for Oasis XIV Neighborhood Improvement Project.

**Section 3.** That the City Manager and City Attorney are authorized to make minor revisions to the Agreement which are deemed necessary and proper and in the best interest of the City.

**Section 4.** That funding will be appropriated within the Grant Fund Account 103-39-65-541-63-10.

**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 be in force and take effect immediately upon its passage and adoption.

**PASSED AND ADOPTED** on May 11, 2021.

ATTEST:

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THOMAS SCHNEIDER, CMC  
CITY CLERK

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TAMARA JAMES  
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

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THOMAS J. ANSBRO  
CITY ATTORNEY



## **AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DANIA BEACH FOR FUNDING AND ADMINISTRATION OF 45TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS FOR OASIS XIV NEIGHBORHOOD IMPROVEMENT PROJECT**

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

### **RECITALS**

A. County is a recipient of Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD").

B. On October 20, 2020, (Agenda Item No. 39), the Broward County Board of County Commissioners authorized CDBG funding to City in the amount of One Hundred Seventy-two Thousand Five Hundred Forty-nine Dollars (\$172,549) to fund the Oasis XIV Neighborhood Improvement Project in City, under the terms more specifically described herein.

C. Pursuant to 24 C.F.R. Part 570.302, the Project (as defined herein) was included in County's consolidated plan for community planning and development programs submitted to HUD in accordance with 24 C.F.R. Part 91.

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

### **ARTICLE 1. DEFINITIONS**

1.1 **Board** means the Board of County Commissioners of Broward County, Florida.

1.2 **CDBG Funds** means the CDBG Program (as defined herein) funds provided to City under this Agreement, as set forth in Exhibit B to this Agreement.

1.3 **CDBG Program** means the Community Development Block Grant Program awarded by HUD to County, authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, amended, and codified at 42 U.S.C. 5301 et seq.

1.4 **Contract Administrator** means the Director of the Housing Finance and Community Redevelopment Division, or such other person designated by same in writing.

1.5 **County Administrator** means the administrative head of County appointed by the Board.

1.6 **County Attorney** means the chief legal counsel for County appointed by the Board.

1.7 **HUD** means the United States Department of Housing and Urban Development.

1.8 **Project** means the project provided and implemented by City, as described in Exhibit A to this Agreement.

1.9 **Rules and Regulations of HUD** means the rules and regulations of HUD, including but not limited to 24 C.F.R. Part 570, "Community Development Block Grant Regulations," 24 C.F.R. Part 91, "Consolidated Submissions for Community Planning and Development Programs," the applicable provisions under 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," and any Executive Orders issued by the federal government or any final rule changes set forth in the Federal Register impacting the CDBG Program, as amended from time to time, and which are incorporated herein by reference.

1.10 **Subcontractor** means an entity or individual providing services to City for all or any portion of the Project. The term "Subcontractor" shall include all subconsultants.

## **ARTICLE 2. EXHIBITS**

The following exhibits are attached hereto and incorporated into this Agreement:

<b>Exhibit A</b>	<b>Project Description</b>
<b>Exhibit B</b>	<b>Budget</b>
<b>Exhibit C</b>	<b>Project Timeline</b>
<b>Exhibit D</b>	<b>Quarterly Progress Report</b>
<b>Exhibit E</b>	<b>Request for Payment</b>

## **ARTICLE 3. PROJECT**

3.1 City shall provide and implement the Oasis XIV Neighborhood Improvement Project in City as outlined in Exhibit A attached hereto.

3.2 All activities funded with CDBG Funds must meet one of the CDBG Program's national objectives, as set forth in 24 C.F.R. Part 570.208: (1) Activities benefiting low- and moderate-income persons; (2) Activities which aid in the prevention or elimination of slums or blight; or (3) Activities designed to meet community development needs having a particular urgency. City certifies that the Project meets the criteria for Activities to Address Slums or Blight on an Area Basis, 24 C.F.R. Part 570.208(b)(1), and covenants that the Project will at all times (i) meet one of the CDBG Program's national

objectives under 24 C.F.R. Part 570.208 and (ii) be an eligible activity under 24 C.F.R. Parts 570.201 through 207.

3.3 City must comply with the Project Timeline set forth in Exhibit C. If City fails to meet any of the deadlines set forth in Exhibit C by forty-five (45) days or more, County may terminate this Agreement in accordance with Article 11 of this Agreement. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

3.4 Monitoring and Reporting. County will carry out periodic monitoring and evaluation activities as determined necessary in County's discretion, and as required by applicable law. County has the right to conduct a full review of the Project at any time. County's evaluation of the Project will include, but not be limited to, compliance with the terms of this Agreement, and comparisons of planned versus actual progress relating to the Project's scheduling, budget, in-kind contributions, and output measures.

3.4.1 Upon County's request, City shall promptly furnish to County such records and information requested by County related to the Project.

3.4.2 City shall meet with County at reasonable times and with reasonable notice to discuss the Project.

3.4.3 City shall provide County with quarterly progress reports in substantially the form provided in Exhibit D, attached hereto or such other form as may be provided to City by County, in County's discretion ("Quarterly Progress Reports"). The Quarterly Progress Reports must be submitted to County no later than the tenth (10th) calendar day following the end of the preceding quarter, provided that, if such date is a Saturday, Sunday, or holiday, the Quarterly Progress Report may be submitted on the business day immediately following such Saturday, Sunday, or holiday. For purposes of the Quarterly Progress Reports, the quarters shall be as follows: First quarter - October 1 through December 31; Second quarter - January 1 through March 31; Third quarter - April 1 through June 30; Fourth quarter - July 1 through September 30.

3.4.4 In addition to the Quarterly Progress Reports, City shall submit on a quarterly basis, and at other times upon the request of the Contract Administrator, information and status reports required by County or HUD on forms approved by the Contract Administrator.

3.5 If the work, services, or activities fail to comply with the terms of this Agreement, or if, in County's judgment, City, or any Subcontractor, has violated federal guidelines and regulations, or the terms of this Agreement, County may issue a written stop order to City pursuant to which City must halt all work, services, or activities for the Project.

3.6 In the event City uses a Subcontractor to perform any design or construction

activities for the Project, City shall comply with the following requirements:

- 3.6.1 City shall provide the Contract Administrator with a copy of all agreements and correspondence between City and the Subcontractor, and any correspondence related thereto, prior to the execution of any agreement between City and the Subcontractor.
- 3.6.2 City's contract for design professional services must include, at a minimum, any civil, structural, mechanical, and electrical engineering, and architectural services, as may be required and applicable for the Project, including all necessary, incidental, and related activities and services required by the Project's scope, and contemplated in the Subcontractor's scope of services. City's contracts for design professional services must require the Subcontractor to comply with the following requirements:
  - a. Schematic Design. The Subcontractor must prepare and submit for approval by City schematic design documents consisting of drawings and other documents illustrating the scale and relationship of Project components ("Schematic Design Documents"). City must provide the Contract Administrator with a copy of the approved Schematic Design Documents. Additionally, the Subcontractor shall submit to City a written statement of probable construction cost based on current area, volume, or other unit costs. The Subcontractor must comply with all applicable codes, ordinances, rules, regulations, and requirements of governmental authorities applicable to the Project
  - b. Design Development. The Subcontractor shall prepare and submit for approval by City, design development documents consisting of drawings and other documents describing the size and character of the entire Project including, as applicable, architectural, structural, mechanical, electrical, material specifications, and such other essential elements as may be appropriate ("Design Development Documents"). City shall provide the Contract Administrator with a copy of the approved Design Development Documents. The Subcontractor shall consider the availability of materials, equipment, and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety, maintenance requirements, and energy conservation.

The Design Development Documents must include, at a minimum, the following, if applicable:

- 1. Expansion of the architectural, structural, mechanical, and

electrical Schematic Design Documents to establish the final scope, relationships, forms, size, and appearance of the Project through appropriate plans, sections, elevations, and typical construction details; three-dimensional sketches; basic materials and finishes; equipment and furniture layouts and space requirements; basic structural system and dimensions; energy conservation measures; outline specifications; basic selection of mechanical and electrical equipment and their capabilities;

2. Development scheduling services, including but not limited to reviewing and updating previously established schedules; and
3. Written statement of probable construction cost, including but not limited to updating and refining the schematic design phase statement of probable construction cost.

- c. Contract Documents. The Subcontractor shall prepare from the approved Design Development Documents the working drawings and specifications, setting forth in detail the work to be done, materials, quality of work, finishes, and equipment required for the architectural, structural, mechanical, and electrical work, and the necessary bidding information (collectively referred to as the "Contract Documents"). The Subcontractor shall, in the preparation of the drawings and specifications for construction, take into account all prevailing codes and regulations governing construction in Broward County, and update and revise the probable construction costs, as necessary. The Contract Documents shall be sufficiently complete and include enough detail to allow issuance of a building permit and obtain responsive bids. City shall provide a copy of the final Contract Documents to the Contract Administrator promptly after the Contract Documents are fully executed.

3.6.3 City's contract for any construction activities shall include, but is not limited to, labor, materials, equipment, and other services necessary to perform all of the work described in the Contract Documents for the construction of the Project in accordance with all requirements and provisions of applicable federal, state, and local law, including applicable building codes. The Project also includes all Project site preparations, including but not limited to preinspection, examination, tests and borings, and discovery of the site conditions and other similar activities.

3.6.4 All plan and specifications prepared or to be used for the Project shall be



certified and approved by City and submitted to County for approval as to scope prior to advertisement or implementation, as applicable.

3.7 At the conclusion of each design phase provided for in Section 3.6.2, City shall provide the associated deliverable and shall submit an invoice for payment utilizing the form provided in Exhibit E.

3.8 City must furnish to County a schedule of construction activities indicating the dates for the commencement and completion of the various stages of construction ("Construction Schedule"). City shall comply with the Construction Schedule and shall update the Construction Schedule at least monthly, and when required based on the progress of the Project. City shall not make any changes or modifications to the Construction Schedule furnished to County without County's prior approval.

3.9 City shall submit written notification to County of all prebid and preconstruction meetings at least two (2) weeks before the actual date of the meetings. County shall have the right to review the final bid package for the Project.

3.10 All change orders related to the Contract Documents or the construction activities are subject to prior written approval from the Contract Administrator.

3.11 ☒ **(Check if applicable)** At the completion of the Project, "as-built" drawings must be submitted to the Contract Administrator prior to County's approval of the final reimbursement payment to City under this Agreement.

3.12 If City is unable to complete the Project because of delays resulting from untimely review by County or other governmental authorities having jurisdiction over the Project, and such delays are through no fault of City, County shall grant a reasonable extension of time for completion of the Project, provided that any amendment documenting such extension must not include any increase in total CDBG Funds for the Project. It shall be City's responsibility to notify County promptly in writing whenever City is anticipating or experiencing a delay in approval by a governmental agency, and to furnish County with all facts, details, and related documentation in connection to the delay.

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

3.14 City shall notify County at least forty-eight (48) hours in advance of the date that work on the Project will be initiated in order to allow for on-site inspections to be conducted by County.

3.15 City shall meet or exceed the standards described in Exhibit A, and all applicable codes, ordinances, statutes, and any other regulations imposed by any regulatory body or authority governing the design, permitting, construction, and approval of the Project.

#### **ARTICLE 4. FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS**

4.1 The maximum amount payable to City under this Agreement shall be One Hundred Seventy-two Thousand Five Hundred Forty-nine Dollars (\$172,549). This Agreement is subject to the availability of CDBG Funds, as more specifically described in Articles 4 and 11. No County funds shall be payable under this Agreement.

4.2 If City is in compliance with the applicable Rules and Regulations of HUD and the terms of this Agreement, including the procedures for invoices and payments set forth in this article, County shall reimburse City for eligible Project expenses expended as set forth in Exhibit B, unless a suspension of payment as provided for in Section 4.9 of this Agreement has occurred. At no time shall County distribute CDBG Funds to City if City is not in compliance with the terms of this Agreement or for any Project expenses sought to be reimbursed by City that are not eligible for reimbursement under the Rules and Regulations of HUD.

4.3 City shall invoice County monthly, if eligible Project expenditures, in accordance with Exhibit B, have been made, by furnishing to County a request for payment in the form provided in Exhibit E, together with the following supporting documentation:

- 4.3.1 Documentation of costs associated with any City personnel providing any services for the Project, if applicable;
- 4.3.2 An executed copy of each Subcontractor contract authorizing work, services, or activities to be performed for the Project, if applicable and not previously submitted to County;
- 4.3.3 Documentation of any leveraging, as may be described in Exhibit B, that has occurred during each month;
- 4.3.4 A certified copy of the purchase order or other City document authorizing the work, services, activities, or materials for which City is invoicing;
- 4.3.5 A copy of all Subcontractor invoices for the Project indicating the work, services, or activities rendered or materials purchased and the dates for same, certified by City's engineer, architect, or administrator or manager of the Project, as applicable;

- 4.3.6 A certification from City's administrator or the administrator's authorized representative certifying that the work, services, or activities, or materials being invoiced have been received or completed;
- 4.3.7 Upon submittal of the final invoice for reimbursement of eligible Project expenditures made during the term of this Agreement, a final and complete Quarterly Progress Report, utilizing the form provided in Exhibit D or such other form as may be provided to City by County, in County's discretion; and
- 4.3.8 For reimbursement of any retainage paid by City, City must provide the following additional documentation:
  - (a) Evidence, satisfactory to County, of completion of all Project work and objectives;
  - (b) Copies of executed release forms from all Subcontractors;
  - (c) Final documentation, including applicable payroll documents, required under the Davis-Bacon Act (40 U.S.C. 276a-276a-7) and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 135, as applicable);
  - (d) Copies of final certified plans and "as-built" drawings, if required under Section 3.11 of this Agreement;
  - (e) Copies of final permits for the Project and evidence that all permits for the Project have been closed;
  - (f) Final request for payment, in the form provided in Exhibit E, requesting reimbursement of the released retainage amount; and
  - (g) Any other documentation reasonably required by County in connection with reimbursement of the released retainage amount.

4.4 Following receipt of invoices and supporting documentation, as described in Section 4.3, County shall review the invoices and supporting documentation to determine whether the items invoiced have been received or completed and that the invoiced items are proper for payment. County may, in its discretion, deny a reimbursement payment to City if City fails to provide any of the documentation required by Section 4.3 above. Upon determination by County that the items invoiced have been received or completed, County shall make payment to City the amount County determines to be payable. Payment for travel costs or

travel-related expenses permitted under Exhibit B to this Agreement, if any, shall be made in accordance with Section 112.061, Florida Statutes.

4.5 City shall disclose to County any and all third-party funding, whether public or private, for the Project. No CDBG Funds shall be used to supplant existing third-party funding.

4.6 City shall not be entitled to reimbursement for any invoices received by County later than sixty (60) days after the expiration or earlier termination of this Agreement.

4.7 County shall pay City within thirty (30) calendar days after receipt of City's Request for Payment for reimbursement of eligible Project expenses in accordance with County's Prompt Payment Ordinance, Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement, including the requirements of Section 4.3. Payment may be withheld for failure of City to comply with any term, condition, or requirement of this Agreement or the Rules and Regulations of HUD.

4.8 City shall expend the CDBG Funds allocated to the Project by the end of the term of this Agreement. All CDBG Funds not expended within the term of this Agreement shall remain in the custody and control of County.

4.9 County may suspend payment under this Agreement for any of the following events:

4.9.1 Ineligible use of CDBG Funds under this Agreement or the Rules and Regulations of HUD;

4.9.2 Failure to comply with the terms of this Agreement;

4.9.3 Failure to submit reports as required, including Quarterly Progress Reports, including beneficiary data, and a favorable audit report;

4.9.4 Submission of incorrect or incomplete reports in any material respect; and

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

In the event County elects to suspend payment to City pursuant to this section, County shall specify the actions that must be taken by City as a condition precedent to resumption of payments, and specify a reasonable date by which City must take such actions.

4.10 At the sole discretion of the Contract Administrator, unexpended CDBG

Funds not provided to or reimbursed to City under the terms of this Agreement may be reallocated by County to other CDBG Program projects approved for funding by the Board.

4.11 Any CDBG Funds paid to City in excess of the amount to which City is finally determined to be entitled to under this Agreement shall be repaid to County within a reasonable period after demand, and if not paid, County may make an administrative offset against other requests by City for reimbursements.

4.12 City shall invoice all Subcontractor fees, whether paid on a “lump sum” or other basis, with no markup. All Subcontractor fees shall be billed in the actual amount paid by City.

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

4.14 Notwithstanding any provision in this Agreement to the contrary, in the event County is required to repay HUD any CDBG Program funding received from HUD for the Project, pursuant to any repayment requirements set forth in 24 C.F.R. Part 570, or any other applicable Rules and Regulations of HUD, City must repay County such CDBG Funds in accordance with the repayment provisions set forth in Section 9.5 of this Agreement.

## **ARTICLE 5. INDEMNIFICATION**

5.1 To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify, hold harmless, and defend County and all of County’s officers, agents, servants, and employees (collectively, “Indemnified Party”) from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of City, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a “Claim”). In the event any Claim is brought against an Indemnified Party, City shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County’s option, pay for an attorney

selected by the County Attorney to defend the Indemnified Party. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due City under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

5.2 For construction-related activities. To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify and hold harmless County, its officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of City and persons employed or utilized by City in the performance of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due City under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. These indemnifications shall survive the term of this Agreement.

## **ARTICLE 6. INSURANCE**

6.1 City is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

6.2 Upon request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

6.3 If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and noncontributory basis. County's insurance requirements shall apply to City's self-insurance.

6.4 In the event City contracts with a Subcontractor to provide any of the services for the Project, City shall require that each Subcontractor procure and maintain insurance coverage that adequately covers each Subcontractor's exposure based on the services provided by that Subcontractor. City must ensure that all such Subcontractors name "Broward County" as an additional insured and certificate holder under the applicable

insurance policies. City shall not permit any Subcontractor to provide services for the Project until the insurance requirements of the Subcontractor under this section are met. If requested by County, City shall furnish evidence of insurance of all such Subcontractors.

6.5 County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

## **ARTICLE 7. REPRESENTATIONS AND WARRANTIES**

7.1 City certifies, to the best of its knowledge, that:

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

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

7.1.3 The language of this section shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subgrantees shall be required to certify and disclose accordingly.

7.2 In accordance with Section 519 of the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990 (Public Law 101-144) and Section 906 of the Cranston-Gonzalez National Affordable Housing Act (Public Law 101-625), which amended Title I of the Housing and Community Development Act of 1974, City represents and warranties that it has adopted and is enforcing policies within its jurisdiction that:

7.2.1 Prohibit the use of excessive force by law enforcement agencies against



any individuals engaged in nonviolent civil rights demonstrations; and

7.2.2 Enforce applicable State and local laws that prohibit any action that physically bars an entrance to or exit from, a facility or location where a nonviolent civil rights demonstration is being conducted.

7.3 Representation of Authority. City represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that City has with any third party, or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this Agreement is within City's legal powers, and each individual executing this Agreement on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

7.4 Breach of Representations. In entering into this Agreement, City acknowledges that County is materially relying on the representations and warranties of City stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to City, to deduct from CDBG Funds due to City under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all CDBG Funds paid to City under this Agreement.

## **ARTICLE 8. GENERAL COMPLIANCE OBLIGATIONS**

8.1 City shall comply with all applicable federal, state, and county laws, ordinances, codes, and regulations relating to the use of CDBG Funds, including but not limited to the general policies set forth in 24 C.F.R. Part 570.200 and all other Rules and Regulations of HUD. Any conflict or inconsistency between any federal, state, or county regulations and this Agreement shall be resolved in favor of the more restrictive regulations.

8.2 City shall comply with 2 C.F.R. 570.611 regarding conflicts of interest and shall establish safeguards to prohibit its employees or Subcontractors from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other association. Any possible conflict of interest on the part of City, its officers, employees, or agents shall be disclosed in writing to County.

8.3 City shall use its own procurement procedures for the procurements of property and services. City's procurement procedure shall comply with applicable federal, state, and local laws and regulations, including but not limited to 24 C.F.R. Parts 570.502 and 570.610, and the procurement standards set forth in 2 C.F.R. Part 200, Subpart D,

including but not limited to 2 C.F.R. Part 200.321. All contracts with Subcontractors for the Project shall contain any and all applicable required contract provisions set forth in 2 C.F.R. Appendix II to Part 200.

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

8.5 City shall not use CDBG Funds to support or engage in any explicitly religious activities, including but not limited to worship, religious instruction, or proselytization, in compliance with 24 C.F.R. Part 570.200(j) and 24 C.F.R. Part 5.109.

8.6 City shall not use CDBG Funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration, in compliance with 24 C.F.R. Part 570.207.

8.7 City shall not take actions designed to discourage affordable housing for sale or rent within the boundaries of County.

8.8 City shall comply with the requirements set forth in 24 C.F.R. Part 570, Subpart K, Other Program Requirements, and 24 C.F.R. Part 5, Subpart A, as applicable to the Project including but not limited to the following:

8.8.1 Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and implementing regulations at 24 C.F.R. Part 1, which prohibit discrimination of persons on the basis of race, color, or national origin, including but not limited to exclusion from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity for which City receives federal financial assistance.

8.8.2 Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.), and implementing regulations at 24 C.F.R. Part 100 et seq., which prohibit discrimination of persons on the basis of race, color, religion, sex, and national origin in housing practices, and which require that no action be taken that is materially inconsistent with the obligation to affirmatively further fair housing.

8.8.3 Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations at 24 C.F.R. Part 107.

- 8.8.4 Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the implementing regulations at 24 C.F.R. Part 146, which prohibit discrimination of persons on the basis of age under any program or activity for which City receives federal financial assistance.
- 8.8.5 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 C.F.R. Part 8, which prohibit discrimination of qualified individuals with disabilities in participating in, or receiving benefits and services under any program or activity for which City receives financial federal assistance.
- 8.8.6 Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), which requires certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped persons.
- 8.8.7 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability in services, programs, and activities provided by state and local government entities.
- 8.8.8 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 135, as applicable), which provides for training, employment, contracting, and other economic opportunities for low- and very low-income persons.
- 8.8.9 The disclosure requirements and prohibitions set forth in 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).
- 8.8.10 The prohibitions set forth in 2 C.F.R. Part 2424 relating to the use of debarred, suspended, or ineligible contractors and participants.
- 8.8.11 The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and the implementing regulations set forth in 2 C.F.R. Part 2429.
- 8.8.12 The Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and the implementing regulations set forth in 24 C.F.R. Part 35, if applicable.

Notwithstanding the above, in compliance with 24 C.F.R. Part 570.503(b)(5), City does

not assume County's environmental responsibilities described in 24 C.F.R. Part 570.604, or County's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52.

8.9 City shall comply with the recordkeeping and reporting requirements under this Agreement, 24 C.F.R. Part 570 (including 24 C.F.R. Part 570.502, 24 C.F.R. Part 570.506, and 24 C.F.R. Part 570.507), 2 C.F.R. Part 200, and 24 C.F.R. Part 5.168, as applicable, to enable County to comply with its recordkeeping and reporting requirements set forth in 24 C.F.R. Part 570.

8.10 In addition to the reversion of assets requirements set forth in Section 9.7, property, equipment, and supplies acquired with CDBG Funds provided under this Agreement, and no longer needed for the originally authorized purpose, shall be disposed of in the manner authorized by the Contract Administrator after City has requested disposition instructions.

8.11 City shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 32) if CDBG Funds expended under this Agreement exceed One Hundred Thousand Dollars (\$100,000).

8.12 City shall comply with the mandatory standards and policies relating to energy efficiency set forth in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Statute 871).

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

8.14 If applicable, City shall comply, and ensure that all Subcontractors comply, with the Section 3 clause requirements that follow, including the requirement to include the following language set forth in 24 C.F.R. Part 135.38 verbatim, in accordance with the provisions under 24 C.F.R. Part 135. References in the language below to "contract" shall mean this Agreement or any subcontract entered into pursuant to this Agreement, and references to "contractor" shall mean City or its subcontractors:

8.14.1 The work to be performed under this contract is subject to the

requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- 8.14.2 The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- 8.14.3 The contractor agrees to send to each labor organization or representative of workers with which contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 8.14.4 The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any Subcontractor where the contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- 8.14.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.

8.14.6 Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

8.14.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

8.15 City shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in the United States Department of Labor regulations at 29 C.F.R. Part 3.

8.16 In addition to the equal employment opportunity requirements set forth in Section 12.2, City shall comply with, as applicable, Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

8.17 In the event there is any construction work over Two Thousand Dollars (\$2,000) financed in whole, or in part, with CDBG Funds under this Agreement, City shall, if applicable, comply with the Davis-Bacon Act (40 U.S.C. 276a-276a-7), as supplemented by the United States Department of Labor regulations (24 CFR Part 5), which requires all laborers and mechanics working on the Project be paid not less than prevailing wage rates as determined by the Secretary of Labor. County shall determine the applicability of the Davis-Bacon Act to the Project under this Agreement.

## **ARTICLE 9 - FINANCIAL RESPONSIBILITY**

9.1 City shall comply with the requirements, standards, and the applicable provisions set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards" and 24 C.F.R. Part 570.502. In accordance with 2 C.F.R. Part 200.101(b)(3), with the exception of the requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, in the event any of the provisions of federal statutes or regulations relating specifically to the CDBG Program

differ from the provisions set forth in 2 C.F.R. Part 200, the provision of the federal statutes or regulations specific to the CDBG Program shall govern.

9.2 City shall comply with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and Chapter 10.550, Rules of the Auditor General, State of Florida, as applicable. The audit required under 2 C.F.R. Part 200 must be filed with County within one hundred twenty (120) days after the close of the fiscal year of City. All CDBG Funds provided by County should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.

9.3 City shall use CDBG Funds only for eligible Project activities as specified in Exhibit A and in accordance with the Project budget set forth in Exhibit B.

9.4 City shall budget and expend all CDBG Funds provided by County under this Agreement in accordance with County's "Procedures Manual for Subrecipients."

9.5 In addition to County's right to terminate this Agreement in accordance with Article 11, City shall be required to repay to County, in County's sole discretion, any CDBG Funds determined by County or HUD to be ineligible for reimbursement under the terms of this Agreement, including but not limited to in the following events:

9.5.1 Use of any CDBG Funds for ineligible Project expenses or activities, including any overpayments by County.

9.5.2 Any CDBG Funds expended by City, or any of its Subcontractors, in violation of this Agreement.

9.5.3 Failure to complete the Project in a manner that complies with the national objectives described in this Agreement.

9.5.4 Any CDBG Funds expended under this Agreement and required to be repaid to HUD.

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

9.6 City shall account for "Program Income," as defined in 24 C.F.R. Part 570.500(a),



in accordance with the provisions under 24 C.F.R. Part 570.504. Any Program Income received by City after the Effective Date (as defined in Article 10) that was generated under this Agreement or any prior fiscal year CDBG Program funding agreement with County shall be returned to County in accordance with 24 C.F.R. Part 570.503(b) and 24 C.F.R. Part 570.504, relating to Program Income under the CDBG Program. Unless otherwise provided in any Rules and Regulations of HUD, County may reallocate the Program Income to City's CDBG funding award in County's next CDBG Program funding cycle, subject to the retention of a twenty percent (20%) administrative fee payable to County.

9.7 Real Property; Reversion of Assets. City shall comply with the requirements under 24 C.F.R. Parts 570.503 and 570.505, as applicable, including but not limited to the following:

9.7.1 Upon the expiration or earlier termination of this Agreement, City shall transfer to County any CDBG Funds on hand and any accounts receivable attributable to the use of CDBG Funds under this Agreement.

9.7.2 Real property under City's control that was acquired or improved, in whole or in part, with CDBG Funds in excess of Twenty-five Thousand Dollars (\$25,000) shall be used to meet one of the CDBG Program national objectives set forth in 24 C.F.R. Part 570.208 during the term of this Agreement and for a period ending five (5) years after the expiration or earlier termination of this Agreement, or for such longer period of time as determined to be appropriate by County. In the event City fails to use CDBG Program-assisted real property in a manner that meets a CDBG national objective for the prescribed period of time, City shall pay County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non CDBG Program funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to County.

9.8 Disposition of Equipment. City shall comply with requirements for use and disposition of equipment acquired in whole, or in part, with CDBG Funds under this Agreement in accordance with 24 C.F.R. Part 200.313; except that, pursuant to 24 C.F.R. Part 570.502(8), if equipment is sold, the proceeds shall be Program Income.

## **ARTICLE 10. TERM OF AGREEMENT**

The term of this Agreement shall commence retroactively on October 1, 2018 ("Effective Date"), and shall end on November 30, 2021, unless terminated earlier or extended pursuant to the terms of this Agreement. City may submit a written request for an extension to the term of this Agreement to the Contract Administrator no less than one hundred and twenty (120) days prior to the expiration date of this Agreement. If the

Contract Administrator approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.17.

## **ARTICLE 11. TERMINATION**

11.1 This Agreement is subject to the availability of CDBG Program funding from HUD. In the event that HUD terminates, suspends, discontinues, or substantially reduces the CDBG Funds available for the Project activity under this Agreement, as determined in County's sole discretion, County may terminate this Agreement upon City's receipt from County of no less than twenty-four (24) hours' notice.

### **11.2 Termination for Cause.**

11.2.1 This Agreement may be terminated for cause by County, at the discretion of and through the County Administrator, if City fails to comply with any terms under this Agreement and has not corrected the breach within five (5) days after receipt of written notice from County identifying the breach. Any notice of termination provided by County pursuant to this section shall also provide City with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. City may file an appeal within five (5) days after receipt of County's notice of termination.

11.2.2 Termination for cause by County may include but is not limited to: (i) City's failure to meet any of the project deadlines set forth in Exhibit C, within forty-five (45) days after the applicable deadline; (ii) City's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices; (iii) City's failure to comply with applicable federal, state, or local law or regulations, including the Rules and Regulations of HUD; (iv) City's failure to repay County as provided for in Section 9.5; (v) City's failure to comply with the monitoring and reporting requirements of this Agreement, including the requirements of Section 3.4; (vi) City's material breach of the representations and warranties set forth in Article 7; or (vii) City's contracting with a Subcontractor who has been debarred, suspended, or is otherwise excluded from, or ineligible for participation in, any federal assistance program subject to 2 C.F.R. Part 2424. This Agreement may also be terminated for cause by County if a Subcontractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if a Subcontractor is placed on a "discriminatory vendor list" pursuant to Section 287.135, Florida Statutes, or upon the occurrence of any of the grounds set forth in Section 287.135, Florida Statutes.

11.2.3 In the event this Agreement is terminated by County for cause, City shall repay to County any CDBG Funds determined by County to be due in

accordance with Section 9.5. County may, in its sole discretion, reduce City's obligation to repay County by making an administrative offset against any requests by City for payment up to the effective date of termination as provided in Section 11.4.

If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

11.3 Termination for Convenience. This Agreement may be terminated for convenience by either party, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.4 In the event this Agreement is terminated for any reason, County may, in County's sole discretion, reimburse City upon receipt of a Request for Payment, utilizing the form provided in Exhibit E, for documented and committed eligible Project expenses, in accordance with the terms of this Agreement and Exhibit B, incurred by City prior to the date either party provides written notice of termination to the other party. For purposes of this Agreement, a documented and committed eligible Project expense means any verifiable committed expense, including but not limited to a purchase order for payment of materials and supplies, executed by City or Subcontractor on City's behalf, for Project activities under this Agreement. Notwithstanding the above, City shall not expend, or commit to expend, any funds for eligible Project expenses under this Agreement after either party provides written notice of termination to the other party. Any payment by County pursuant to this section is subject to the repayment provisions in Section 9.5, and County shall not be required to reimburse City for any or all of the CDBG Funds requested by City where County has determined that City failed to complete the Project in a manner complying with this Agreement or the Rules and Regulations of HUD.

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

11.6 In the event this Agreement is terminated for any reason, any amounts due City shall be withheld by County until all documents are provided to County pursuant to Section 12.1.

## **ARTICLE 12 - MISCELLANEOUS**

12.1 Rights in Documents and Works. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of County, and, if a copyright is claimed, City grants to County and the Federal Government a nonexclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by City, whether finished or unfinished, shall become the property of County, including, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by City to the Contract Administrator within seven (7) days after termination of this Agreement by either party. Any compensation due to City shall be withheld until all documents are received as provided herein. City shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

12.2 Equal Employment Opportunity. No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. City shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

12.3 Public Records. City shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

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

City and its Subcontractors shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum of four (4) years after the expiration or earlier termination of this Agreement, or until resolution of any audit findings, whichever is longer. In addition, City must comply with the records retention requirements set forth in 24 C.F.R. Part 570.502(7)(i). County audits and inspections pursuant to this section may be performed by any County representative

(including any outside representative engaged by County). County reserves the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by City in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to City.

City shall ensure that the requirements of this section are included in all agreements with its Subcontractors performing services for the Project.

12.5 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either County or City nor shall anything included herein be construed as consent by either County or City to be sued by third parties in any matter arising out of this Agreement. Both County and City are political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.

12.6 Independent Contractor. City is an independent contractor under this Agreement and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing the Project, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

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

12.8 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the

provisions of this section. All documentation or payments required to be provided under this Agreement shall also be made at the address provided in this section.

For County:

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

For City:

Robert Baldwin, City Manager  
City of Dania Beach  
100 W. Dania Beach Blvd.  
Dania Beach, Florida 33004  
Email address: rbaldwin@daniabeachfl.gov

12.9 Assignment. Except for subcontracting approved in writing by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. If City violates this provision, County shall have the right to immediately terminate this Agreement.

12.10 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving party.

12.11 Compliance with Laws. City and the Project shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including the Rules and Regulations of HUD, and any related federal, state, or local laws, rules, and regulations.

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

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

12.14 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of

this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

12.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 12 of this Agreement, the provisions contained in Articles 1 through 12 shall prevail and be given effect. If there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to this Agreement, the CDBG Funds, or the Project, the more stringent state or federal provision shall prevail.

12.16 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.17 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and City. The County Administrator is hereby authorized to execute amendments that extend the term of the Agreement or that change the Project, so long as the Project, as amended, consists of eligible activities under 24 C.F.R. Part 570. The Contract Administrator is hereby authorized to approve, in writing, line item budget changes to the information set forth in Exhibit B during the term of this Agreement, and for sixty (60) days after expiration or earlier termination of this Agreement, in order to reconcile City’s expenditures of CDBG Funds, provided such changes do not result in an increase in the total amount of the CDBG Funds. The written document from the Contract Administrator approving such changes shall be deemed incorporated into this Agreement.

12.18 Prior Agreements. This Agreement represents the final and complete

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

#### 12.19 Payable Interest.

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

12.19.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

12.20 Survival. County's right to monitor, evaluate, enforce, audit, and review, any obligations by City to indemnify and insure, any representations and warranties of City, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement that contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

12.21 Further Assurance. The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of them to carry out this Agreement and give effect hereto, and as may be required to comply with the Rules and Regulations of HUD or any other applicable federal, state, or local laws, regulations, directives, and objectives. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

12.22 Remedies. In the event of termination for cause, County may pursue any remedies available to it at law or in equity, including, without limitation, damages, specific performance, and criminal remedies.

12.23 Force Majeure. If the performance of this Agreement, or any obligation



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

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

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

12.26 Use of County Logo. City shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: BROWARD COUNTY, through the County Administrator, authorized to execute same by action of the Board on the 20th day of October, 2020 (Agenda Item No. 39), and CITY OF DANIA BEACH, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through  
its County Administrator

_____  
Signature

By: _____  
Bertha Henry

_____  
Print Name

____ day of _____, 20____

_____  
Signature

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

_____  
Print Name

By: _____  
Alicia C. Lobeiras (Date)  
Assistant County Attorney

By: _____  
Annika E. Ashton (Date)  
Deputy County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DANIA BEACH FOR  
FUNDING AND ADMINISTRATION OF 45TH YEAR COMMUNITY DEVELOPMENT  
BLOCK GRANT PROGRAMS FOR OASIS XIV NEIGHBORHOOD IMPROVEMENT  
PROJECT

CITY

ATTEST:

CITY OF DANIA BEACH

By: _____  
City Clerk (SEAL)

By: _____  
Mayor

____ day of _____, 20____

By: _____  
City Manager

____ day of _____, 20____

I HEREBY CERTIFY that I have approved this  
Agreement as to form and legal sufficiency  
subject to execution by the parties:

By: _____  
City Attorney

## **EXHIBIT A**

### **PROJECT DESCRIPTION**

**Project Name: Year 45 (FY 2019-2020) Oasis XIV Neighborhood Improvement Project**

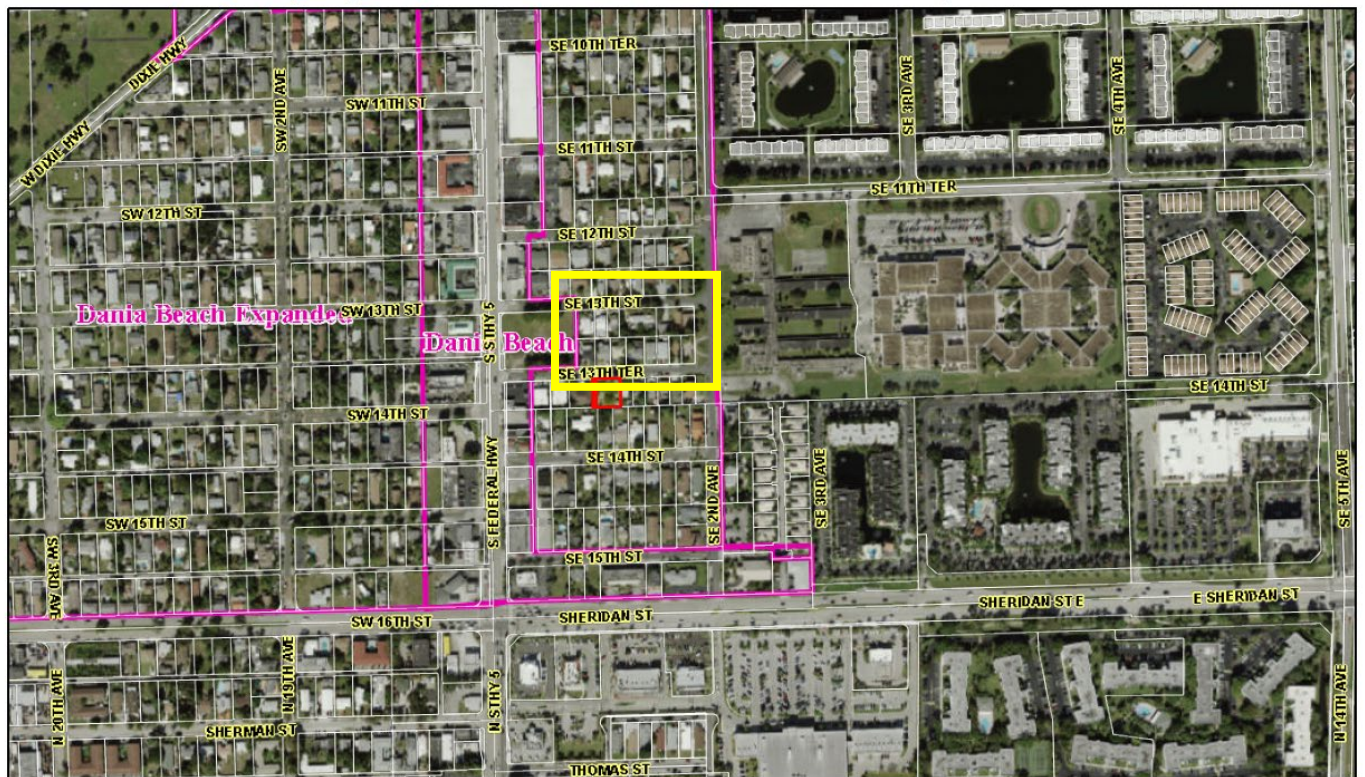
**Project Description:**

CDBG Funds for \$172,549 provided under the Agreement shall be used by City for the neighborhood improvements on SE 13 Street and SE 13 Terrace, between Federal Highway and SE 2 Street.

All improvements will be in the City-owned right-of-way. Improvements include ADA compliant crosswalks, crosswalk ramps, decorative street signs, decorative traffic signs, decorative "Oasis Neighborhood" sign, paver block driveway aprons and replacement sidewalks.

The paver block driveway aprons will also provide storage of stormwater and improve the drainage on the roadway.

**CDBG HUD National Objective: 24 CFR Part 570.208(b)(1), Activities to Address Slums or Blight on an Area Basis**



February 12, 2020

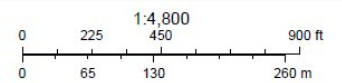


Exhibit B – project location

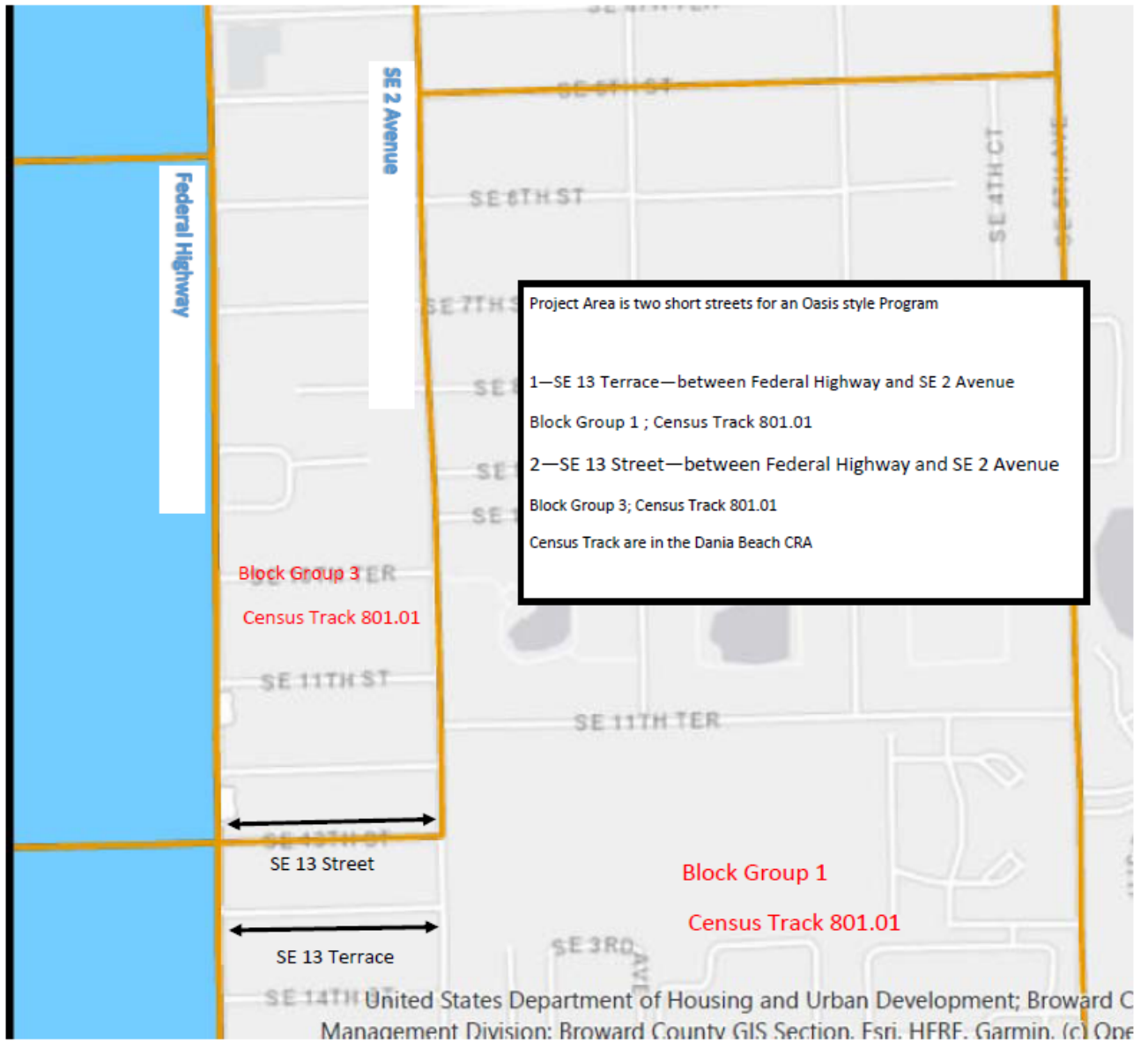


Exhibit C – census blocks

## EXHIBIT B

### BUDGET

Each cost category below reflects the proposed amount necessary to complete the Project by funding source(s).

Funding Sources					
Cost Category		(1) CDBG	(2) NON-CDBG CITY	(3)	Total
A.	Personnel	\$0	\$0		\$0
B.	Fringe Benefits	\$0	\$0		\$0
C.	Travel	\$0	\$0		\$0
D.	Equipment	\$0	\$0		\$0
E.	Supplies	\$0	\$0		\$0
F.	Contractual Services	\$0	\$15,000		\$ 15,000
G.	Construction	\$ 170,549	\$0		\$170,549
H.	Other (Permits)	\$2,000	\$0		\$2,000
I.	Total	\$172,549	\$15,000		\$187,549

### BUDGET NARRATIVE

The Budget Narrative statements below provide a detailed justification for each cost category shown in the budget table for both CDBG Funds and Non-CDBG funding sources utilized in financing the Project.

**CDBG Funds: \$172,549**

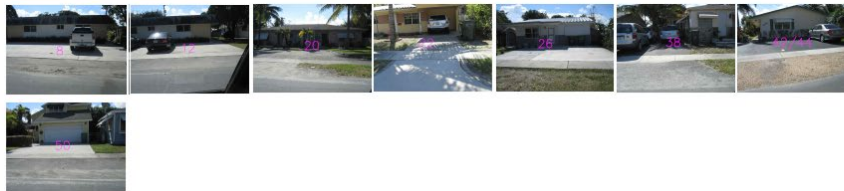
*Construction:* \$172,549

The City will make Oasis style neighborhood improvements on SE 13 Street and SE 13 Terrace:



**LEGEND**

- PROPOSED PAVERS
- PROPOSED CROSSWALK WITH ADA RAMPS
- PROPOSED SIDEWALK
- PROPOSED STOP SIGN
- PROPOSED GASS SIGN
- PROPOSED SOLAR LIGHT
- WALLBOX



Oasis 14 SE 13TH TERR	
144 0000	
ANDREA MARTINEZ	
Project/Title	Date
Public Utility Management &amp; Planning Services Inc. 14401 NE 15th Avenue, Suite 100 P.O. Box 220000 Boca Raton, FL 33402	
OASIS 14 SE 13TH TERR DANIA BEACH, FL	
Project: OASIS Date: MAR/2018 Scale: 1"=50'	Sheet: 2



Oasis 14			
SE 13 Ter			
ITEM NO.	DESCRIPTION OF WORK	UNIT QTY	UNITS
1	Mobilization	1	LS
2	Remove Sidewalks	100	LF
3	Permit Allowance	0	LS
4	Permeable Pavers Bricks	3756	SF
5	2 in 89 stone	38	tn
6	12 in subbase	188	tn
7	Fillin riverrock pebbles	25	tn
8	Header Curb 12 x 12 inch	0	LF
9	Sidewalk	200	LF
10	Driveway Removal	0	ea
11	Crosswalk	1	ea
12	Oasis Signs	2	ea
13	Street Signs/stop	1	ea
14	Sod, etc	157	SY
15	Handicapped ramps	0	Ea
16	Solar Lights	0	Ea
16	Mailboxes	0	Ea
17	Speed Hump	0	ea
18	Drainage Improvements at Park	0	LF
19	Catch basin	0	ea
20	Asphalt	104	sy



- LEGEND**
- ▬ PROPOSED PAVERS
  - ▬ PROPOSED CROSSWALK WITH ADA RAMP
  - ▬ PROPOSED SIDEWALK
  - ⊙ PROPOSED STOP SIGN
  - ⊙ PROPOSED OASIS SIGN
  - ⊙ PROPOSED SOLAR LIGHT
  - MAILBOX



Oasis 14  
SE 13TH ST

1000 ANDREA MARTINEZ Planner/Designer	Date:
Public Utility Management & Planning Services Inc. Public Utility Management & Planning Services Inc. P.O. Box 227895 Orlando, FL 32802	
Project Name and Address: OASIS 14 SE 13TH ST DANIA BEACH, FL	
Sheet: 04001 Date: MAR 2018 Scale: 1"=50'	1

Oasis 14 SE 13 St.			
ITEM NO.	DESCRIPTION OF WORK	UNIT QTY	UNITS
1	Mobilization	1	LS
2	Remove Sidewalks	100	LF
3	Permit Allowance	0	LS
4	Permeable Pavers Bricks	3184	SF
5	2 in 89 stone	32	tn
6	12 in subbase	159	tn
7	Fillin riverrock pebbles	21	tn
8	Header Curb 12 x 12 inch	0	LF
9	Sidewalk	200	LF
10	Driveway Removal	0	ea
11	Crosswalk	1	ea
12	Oasis Signs	2	ea
13	Street Signs/stop	1	ea
14	Sod, etc	133	SY
15	Handicapped ramps	2	Ea
16	Solar Lights	0	Ea
16	Mailboxes	0	Ea
17	Speed Hump	0	ea
18	Drainage Improvements at Park	0	LF
19	Catch basin	0	ea
20	Asphalt	88	sy

**Note, all unit quantities/amounts in the charts and sketches above are estimates.**

*Other:*     \$ 2,000

City shall utilize \$2,000 of the CDBG Funds for permits required for the Project.

**Non-CDBG Funds: City - \$15,000**

*Contractual Services:* \$15,000

City shall pay \$15,000 to for project design services, bidding assistance and construction management services.

**Allowable Cost for U.S. HUD Share of Budget**

Federal cost principles for grants and contracts with state and local governments are set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which contains a series of principles governing the allowability of various types of costs under federal grants and contracts. General information concerning the cost principles is summarized below. The following types of costs are specifically unallowable:

- (A) Advertising costs other than those associated with recruitment of personnel and the solicitation of bids for goods and services.
- (B) Bad debts.
- (C) Contingencies.
- (D) Contribution and donations.
- (E) Entertainment.
- (F) Fines and penalties.
- (G) Interest.
- (H) Losses on other grants or contracts.

Most other categories of cost are generally allowable under the cost principles provided the costs are allowable and reasonable. General comments on individual cost elements are listed below:

**Personnel (Salary)** costs are generally allowable provided they are based on actual current salaries adjusted for any anticipated cost-of-living or merit increases during the

grant period. Salary costs for unidentified new employees must be consistent with the City's overall employee compensation structure. City's compensation policy should not change as a result of obtaining a federal grant.

**Fringe Benefit** costs such as pay for vacations, holidays, sick leave, employee insurance, and unemployment benefits are allowable to the extent required by law or established organizational policy.

**Travel** costs consistent with established organizational policy are generally allowable. The difference between first class and coach air fare is specifically unallowable. In the absence of established organizational travel policy, it is a good practice to adopt policies consistent with the federal travel regulations.

**Equipment** costs should be based on the least cost method of acquisition (rent, purchase, lease with option to buy) over the grant period as demonstrated by competitive bidding. Equipment costs are only allowable to the extent the equipment is directly necessary to accomplish the grant. The cost of equipment not fully utilized under the grant must be allocated to other organization costs to assure a fair share distribution. Whenever practical, used equipment should be considered in meeting equipment needs.

**Material/Supplies** cost directly associated with the Project is allowable. Prices must generally be justified through competitive bids except for nominal purchases.

**Subcontracts/Contractual Services** must be awarded on a competitive basis except in extraordinary circumstances. The same principles applicable to individual cost principles for grantees are generally applicable cost-reimbursement type subcontracts under grants.

**Consultant** agreements should include a certification by the consultant that the consultant rate is equal to or less than the lowest rate the consultant accepts for comparable work. Additionally, Congress prohibits the salary component of consultant fees under HUD grants from exceeding the applicable approved rate schedule.

**Construction** costs include construction of new buildings, structures, or other real property as well as alteration or repair of existing structures. Construction costs should be supported by detailed cost estimates and competitive bidding. Consult with the Housing Finance and Community Redevelopment Division's Compliance Officer on applicability of the Davis-Bacon Wage determination to the Project.

**Other** costs include all types of direct costs not specified above. Normally, such costs include space, telephone, utilities, printing, and other basic operating expenses.

**Leverage** is that which the municipality or non-profit organization brings to the Project. It may be in the form of services or contributed operating expenses (in-kind

contributions) or cash support from the organization itself or from other sources.

[Remainder of Page Intentionally Blank]

## EXHIBIT C

### PROJECT TIMELINE

The table below lists the main work tasks required to complete Project objectives before the term of the Agreement expires.

Work Task	Start-Up Date	Date of Completion
Design Plans and Specifications	October 1, 2018	October 1, 2020
Advertise, Bidding and Pre-Bid Meeting	April 1, 2021	April 30, 2021
Bid Opening, Selection, Award and Pre-construction Meeting	May 31, 2021	June 30, 2021
Contract execution and Construction	July 1, 2021	July 31, 2021
Continuation of Construction	August 1, 2021	October 30, 2021
Punch list Items	October 31, 2021	November 15, 2021
Project Closeout	November 15, 2021	November 30, 2021

## EXHIBIT D

### QUARTERLY PROGRESS REPORT

Reporting Period: _____

Date Report Prepared: _____

#### A. Project Information:

Agency Name	City of Dania Beach
Person Preparing the Report	Frederick Bloetscher,
Job Title	Project Consultant
Signature	
Project Name	Oasis XIV
Project Start-Up Date	October 1, 2020
Project Completion Date	<b>November 15, 2021</b>
Amended Completion Date (if applicable)	

#### B.1 Project Cost

		Funds Expended to Date	Percentage
Total Project	\$	\$	%
CDBG Funds	\$	\$	%
Other Funding (specify source below) _____	\$	\$	%

#### B.2 Declaration of Agency Budget Changes

Program Income: _____

Source of Program Income: _____

**B.3 Other Grant Awards**

Date(s): _____ Dollar Amount(s): _____

Funding Source(s): _____ Funding Contract Person(s): _____

**B.4 Describe attempts to secure additional funding:**

**B.5 Percent of Project completed to date: _____ %**

**B.6 Anticipated Changes in Staffing:**

1. Office Hours: _____

2. Resignations: _____

3. Part-time or Full-time Employee(s):  
_____

**C.1 Brief Project Description & Project Location (if applicable, include homeowner's name and address, general scope of work performed, and associated expenses):**

**C. 2 Describe specific work tasks & status completed this quarter:**

Work Tasks	Status (i.e., underway, completed)



**C.3 Describe success or problems encountered with the Project:**

**C.4 Anticipated problems or concerns with Project.** Please identify technical assistance needed and/or requested from Housing Finance and Community Development Division staff.

**C.5 Anticipated advertisements and/or other contractual services.** If so, has the Housing Finance and Community Development Division staff been advised and appropriate steps taken to assure compliance?

**C.6 If applicable, please complete the following Direct Benefit Report Form provided by County on all program participants.**

Indicate persons or households. Only unduplicated counts should be given.

Total number  
served  
this month

Total number  
served  
year to date

***Ethnicity***

Hispanic  
Non-Hispanic

**1. Total**

***Racial Data***

***# Hispanic***

- 11. White
- 12. Black/African American
- 13. Asian
- 14. American Indian/Alaskan Native
- 15. Native Hawaiian or other Pacific Islander
  
- 16. American Indian/Alaskan Native & White
- 17. Asian & White
- 18. Black/African American & White
- 19. American Indian/Alaskan Native & Black/African American
- 20. Other Multi-Racial

**2. Total**

***Income Data***

Very Low Income <30% of area median  
Low Income <50% of area median  
Moderate Income <80% of area median  
Non-Low Moderate Income

**income levels must equal persons benefiting*

**3. Total**

***Other Demographic Data***

Households  
Persons  
Homeless  
Female Head of Household  
Disabled Persons Assisted  
Elderly Persons Assisted  
Census Tract served

**Applicable if implementing one of the following activities:**

**Public Services / Public Facilities and Improvements**

Total number  
this quarter

Total number  
year to date

***Public Services: Of the persons assisted***

Number that have new access to this service or benefit  
Number that have improved access to this service or benefit  
Number that receive a service or benefit that is no longer  
substandard

**1. Total**

***Public Facilities or Infrastructure Improvements***

Number that have new access to this type of public facility or  
infrastructure improvement

Number that have improved access to this type of public facility or  
infrastructure improvement

Number served by public facility or infrastructure that is no  
longer substandard

**2. Total**

***Overnight Shelter / Emergency Housing***

Number of beds created in overnight shelter or other emergency housing

**3. Total**

**Applicable if implementing one of the following activities**  
**Housing and Economic Development Data**

	Total number this quarter	Total number year to date
<b>Rehab: Of the total owner units</b>		
Occupied by elderly		
Units moved from sub-standard to standard (HQS or local code)		
Units qualified as Energy Star		
Units made accessible		
Units brought into compliance with lead safety rules (24 C.F.R Part 35)		

**1. Total**

**1st Time Homebuyers: of total households**

Number received housing counseling  
 Number downpayment assistance / closing costs

**2. Total**

**Assistance to Businesses**

Number of *new* businesses assisted  
 Number of *existing* businesses assisted

Number of existing businesses *expanding*  
 Number of existing businesses *relocating*

Number of businesses assisted with commercial façade treatment/  
 business building rehab

Number of businesses assisted that provide goods or services to  
 meet the needs of a service area, neighborhood or community

Women-owned business

**3. Total**

**Name of Each Business Assisted**

**DUNS #**

**N/A**

**DUNS number required for each business*

**D. Program Objectives**

<b>* Work Tasks</b>	<b>Projected Yearly Total / Performance</b>	<b>Monthly Progress</b>	<b>Progress Yr-To-Date</b>	<b>Supporting Documentation</b>
Design Plans and Specifications	1			Copies of design plans and specifications
Advertise, Bidding and Pre-Bid Meeting	1			Copy of ad, minutes, and pre-bid sign-in sheets
Bid Opening, Selection, Award and Pre-construction Meeting	1			Copy of bid tabulations, recommendation of award letter and pre-construction minutes/sign-in sheets
Contract Execution and Construction	1			Copy of executed construction contract and construction progress/inspection reports
Punch list Items	1			Copy of punch list items
Project Closeout	1			Certificate of completion, lien releases and final invoice

*** Please list Work Tasks as listed in the Agreement's Exhibit C (Project Timeline).**

**EXHIBIT E**  
**REQUEST FOR PAYMENT**

**Community Development Block Grant Program**  
**45th Year Program**

Contract Period: _____ to _____

<b>1. Project Name:</b>			
<b>2. Organization:</b>		<b>Telephone Number:</b>	
<b>3. Billing Number:</b>			
<b>4. Billing Period Covered:</b>			
<b>5. % of Total Contract, Expended through this Billing:</b>			
<b>6. Cost Categories</b>	<b>Total Expenditures Up to Last Billing</b>	<b>Expenditures This Billing</b>	<b>Total Expenditures To Date</b>
<b>A. Project Costs</b>			
<b>Salary and Fringes</b>			
<b>Contractual</b>			
<b>Construction (Retainage)</b>			
<b>Construction (All other construction costs)</b>			
<b>Other Project Costs</b>			
<b>Total Expenditures</b>			
<b>Funds Obligated: (By Funding Agreement)</b>			
<b>Balance</b>			
<b>B. In-kind</b>			

<b>7. Details of Request for Payment (Attach copies of Invoices, Other Applicable Documentation)</b>			
<b>Vendor Name</b>	<b>Invoice # (If Applicable)</b>	<b>Description of Service</b>	<b>Amount</b>

**Total Request for Reimbursement \$ _____**

**8. Certification:**  
 I certify that Items 1 - 7 of this billing are correct and just and are based upon obligation(s) of record for the Project; that the work and services are in accordance with the Broward County approved Agreement, including any amendments thereto; and that the progress of the work and services under the Agreement for the Project are satisfactory and are consistent with the amount billed.

_____  
 Signature and Title of Authorized Official                      Date

# CITY OF DANIA BEACH

## Agenda Request Item

**Type of Request:** Consent Agenda

**Continued from:**

### Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECTS INCLUDING THE STORMWATER IMPROVEMENTS-DRAINAGE/RESILIENCY DESIGN PROJECT (DANI-017) TO BE IMPLEMENTED BY THE CITY AND FUNDED WITH TRANSPORTATION SURTAX FUNDS IN THE AMOUNT OF EIGHT HUNDRED SIXTY-FIVE THOUSAND FOUR HUNDRED FORTY DOLLARS (\$865,440.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

### Purchasing Requests ONLY

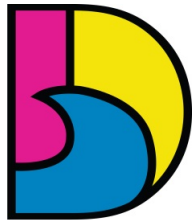
Dept:	Acct #:	Amt:
Fund:		

### Fiscal Impact/Cost Summary

### Exhibits Attached

20-0428_C Agenda Cover MEMO SurtaxILA (002), R-2021- BC ILA for Transportation Surtax Funding for Southeast Drainage Project, Project Specific Municipal ILA - Dania Beach (for City Review) (County Response)3-31-21x





DANIA BEACH  
SEA IT. LIVE IT. LOVE IT.

## CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

### MEMORANDUM

**DATE:** May 11, 2021

**TO:** Honorable Mayor and Commissioners

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

**FROM:** Fernando J. Rodriguez, Public Services Director  
Dincer Akin Ozaydin, Deputy Public Works Director

**RE: REQUEST TO APPROVE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR TRANSPORTATION SURTAX FUNDING FOR PROFESSIONAL ENGINEERING SERVICES FOR DESIGN, BIDDING ASSISTANCE, AND CONTRACT ADMINISTRATION FOR THE SOUTHEAST DRAINAGE PROJECT**

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#### Request

The Public Services Department (PSD) requests approval of a Broward County Interlocal Agreement (BC ILA) for Transportation Surtax Agreement funding for professional engineering services for design, bidding assistance, and contract administration for the Southeast Drainage Project (Project).

#### Background

On July 28, 2020, the City Commission approved Resolution 2020-072, authoring the proper City Officials to enter into an Agreement with WSP USA, Inc. for professional engineering services for design, bidding assistance, and contract administration for the Southeast Drainage Project in the amount of Eight Hundred Eighty Thousand Four Hundred Seventy-One Dollars (\$880,471.87). Although the project was approved, the City did not execute an Agreement with WSP USA, Inc. due to transportation funding not being available for the City. The project's design could not begin until a mandatory funding agreement is executed with Broward County.

On January 26, 2021, the City Commission approved Resolution 2021-012, to enter into a Second Amended and Restated Interlocal Agreement Relating to Transportation Surtax Funds (ILA). The BC ILA describes the necessary process for entering into a project funding agreement with Broward County for the two-city transportation funded projects:

1. DANI-017 – Southeast Drainage Project - design (\$865,440.00)
2. DANI-019 – SW 43 Terrace Drainage Project – construction (\$2,191,740.00)

The City is in the process of executing a contract with WSP USA, Inc. Once the contract is signed and BC ILA is executed by the City and County, design of the project will start.



**RE: REQUEST TO APPROVE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR  
TRANSPORTATION SURTAX FUNDING FOR PROFESSIONAL ENGINEERING SERVICES FOR  
DESIGN, BIDDING ASSISTANCE, AND CONTRACT ADMINISTRATION FOR THE SOUTHEAST  
DRAINAGE PROJECT**

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**Budgetary Impact**

The City Commission approved a contract with WSP, Inc. in the amount of \$880,471.87 and the consulting engineering services for this project in the amount of \$865,440.00 is being provided by transportation surtax funds. The additional funds required for the contact with WSP USA, Inc. in the amount of \$15,031.87 will be appropriated from the SE Stormwater Phase II Construction Account No. 403-38-13-538-63-10.

**Recommendation**

PSD recommends approval of a Broward County Interlocal Agreement for receiving transportation surtax funding for design, bidding assistance, and contract administration for the Southeast Drainage Improvement Project.

## **RESOLUTION NO. 2021-064**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECTS INCLUDING THE STORMWATER IMPROVEMENTS-DRAINAGE/RESILIENCY DESIGN PROJECT (DANI-017) TO BE IMPLEMENTED BY THE CITY AND FUNDED WITH TRANSPORTATION SURTAX FUNDS IN THE AMOUNT OF EIGHT HUNDRED SIXTY-FIVE THOUSAND FOUR HUNDRED FORTY DOLLARS (\$865,440.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, in November 2018, Broward County voters approved a 30-year sales surtax (also known as “Penny for Transportation”) to fund statutorily-permissible transportation expenditures; and

**WHEREAS**, on July 28, 2020, the City Commission approved Resolution 2020-072, authorizing the proper City Officials to enter into an agreement with WSP USA, Inc for professional engineering services for design, bidding assistance, and contract administration for the SE Drainage Project in the amount of Eight Hundred Eighty Thousand Four Hundred Seventy-One Dollars and Eighty-Seven Cents (\$880,471.87); and

**WHEREAS**, On January 26, 2021, the City Commission approved Resolution 2021-012, entering into the Second Amended and Restated Interlocal Agreement Relating to Transportation Surtax Funds (ILA). The ILA describes the necessary process for entering into a project funding agreement with Broward County for the two city transportation funded projects:

- DANI-017 Southeast Drainage Project Design \$ 865,440.00
- DANI-019 SW 43 Terrace Drainage Project Construction \$2,191,740.00; and

**WHEREAS**, the City is in the process of executing a contract with WSP USA, Inc. and once the contract is signed and ILA is executed by the City and County, design of the project will start; and

**WHEREAS**, the purpose of this Interlocal Agreement is to prescribe the terms and conditions of the SE Drainage Project for the transportation surtax funding;

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

**Section 1.** That the proper City officials are authorized to execute an Interlocal Agreement with Broward County, Florida, a political subdivision of the state of Florida, to provide Transportation Surtax funding for engineering consulting services for design, bidding and construction administration for the Southeast Drainage Project, a copy of that Agreement is attached as Exhibit “A” and incorporated into this Resolution by this reference.

**Section 2.** That the proper City officials are authorized to accept and execute an interlocal agreement with Broward County on behalf of the City in the amount of Eight Hundred Sixty-Five Thousand Four Hundred Forty Dollars (\$865,440.00), to fund the Southeast Drainage Project.

**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 May 11, 2021.

ATTEST:

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THOMAS SCHNEIDER, CMC  
CITY CLERK

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TAMARA JAMES  
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

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THOMAS J. ANSBRO  
CITY ATTORNEY



**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF DANIA BEACH FOR  
SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:  
STORMWATER IMPROVEMENTS – DRAINAGE/RESILIENCY (DANI-017)**

This Interlocal Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and the City of Dania Beach a municipality of the State of Florida ("Municipality") (each a "Party" and collectively referred to as the "Parties").

**RECITALS**

A. In November 2018, Broward County voters approved a 30-year sales surtax (also known as "Penny for Transportation") to fund statutorily-permissible transportation expenditures.

B. All projects, County, State, and municipal, funded by the transportation surtax are evaluated for eligibility under Section 212.055(1), Florida Statutes, by the independent Transportation Surtax Oversight Board before the Broward County Board of County Commissioners makes the final decisions regarding project funding.

C. A process has been established pursuant to which surtax-funded staff at the Broward Metropolitan Planning Organization ("MPO") prioritize municipal projects, with the exception of municipal rehabilitation and maintenance projects, and make recommendations for funding. The first round of ranking of municipal capital projects was recently completed by the MPO following extensive and detailed discussions with the submitting municipalities, and the Project contemplated in this Agreement was included in that review and ranking.

D. The municipal Project defined herein has been determined statutorily eligible for funding and subsequently approved for funding by the Broward County Board of County Commissioners.

E. The purpose of this Agreement is to set forth the terms and conditions for County to provide transportation surtax funding for the Project and the terms and conditions for Municipality to complete the Project. Municipality will implement the Project, as funded by County with surtax funding, in accordance with the terms of this Agreement.

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

**ARTICLE 1. DEFINITIONS**

- 1.1. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **Contract Administrator** means the County Administrator or such other person designated by the County Administrator in writing.

- 1.3. **Contractor** means the persons, firms, or corporations with whom Municipality has or will contract for the performance of the Project.
- 1.4. **Consultant** means the architect or engineer with whom Municipality has or will contract to provide programming, design, construction management, engineering, and inspection, or other professional services for the Project.
- 1.5. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.6. **Maximum Funding Amount** means the maximum funding amount stated in Section 5.4.
- 1.7. **Oversight Board** means the independent Transportation Surtax Oversight Board created pursuant to Section 31½-75 of the Broward County Code of Ordinances.
- 1.8. **Project** means the project described in Exhibit A.
- 1.9. **Project Manager** means Fernando Rodriguez, City of Dania Beach Public Services Director.
- 1.10. **Subcontractor** means an entity or individual providing services to Municipality through Contractor or Consultant for all or any portion of the Project. The term “Subcontractor” includes subconsultants.
- 1.11. **Surety** means the surety company or individual that is bound by the performance bond and payment bond and that is responsible for Contractor’s or Consultant’s acceptable and timely performance and completion of the Project under this Agreement and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.
- 1.12. **Surtax-Funded Projects** means any project, including without limitation the Project described in Exhibit A, that is funded in whole or in part by the transportation surtax collected pursuant to Section 212.055(1), Florida Statutes.

## **ARTICLE 2. EXHIBITS**

<b>Exhibit A</b>	<b>Project Description and Project Schedule</b>
<b>Exhibit B</b>	<b>Funding Schedule</b>
<b>Exhibit C</b>	<b>Reporting Requirements</b>
<b>Exhibit D</b>	<b>Form Contracts</b>
<b>Exhibit E</b>	<b>Municipal Resolution Authorizing Execution of Agreement</b>

## **ARTICLE 3. PROJECT DESCRIPTION; COMPETITIVE PROCUREMENT; PERMITTING**

- 3.1. Project Description and Project Schedule. Municipality shall perform, or cause to be performed, the Project in accordance with the Project Description and the Project Schedule set forth in **Exhibit A**. The Project Description is a general description of the Project and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and

tasks that are such an inseparable part of the Project described that exclusion of any of them would be impractical, illogical, or unconscionable.

3.2. Municipal Responsibility for the Project. Municipality is solely responsible for the Project, subject to the terms of this Agreement. County has no responsibility for the construction means, methods, techniques, sequences, or procedures employed in the performance of the Project. Municipality shall be solely responsible for retention, supervision, and payment of Contractor, Consultant, and all Subcontractors. Municipality shall be solely responsible for securing any and all property rights or permits required by the Project. Nothing in this Agreement shall impose on County an obligation to assume any contract or subcontract, or to make payment to Contractor, Consultant, or any Subcontractor, vendor, or supplier, or to perform the Project or any portion thereof, or to supply any goods or services for the Project. Further, nothing contained herein shall create any contractual relationship between County and Contractor, Consultant, or any Subcontractor, vendor, or supplier.

3.3. Competitive Procurement; Consultants' Competitive Negotiation Act. Except to the extent the Contract Administrator has approved utilization of an existing contract by Municipality for the services to be performed by Contractor or Consultant, Municipality must provide the proposed solicitation(s) for the Project to the Contract Administrator for review at least twenty (20) days prior to publication of the solicitation by Municipality. County's review shall include, without limitation, determination of the applicable CBE Goal (as defined in Article 10), which must be included by Municipality in the solicitation(s). If Municipality seeks to utilize an existing contract for the services to be performed by the Contractor or Consultant, Municipality must obtain prior approval by County and must provide the Contract Administrator with the proposed contract and supporting documentation for consideration pursuant to the procedures stated in Section 3.5.2; County may require, as a condition for its approval, that the engagement of Contractor or Consultant for this Project utilizing an existing municipal contract include modifications or additions to the existing contract terms and conditions, including without limitation any provision identified in Section 3.5.3. Municipality must comply with all applicable provisions of state law including, as applicable, Section 255.20 and Section 287.055, Florida Statutes, in the procurement of any services or materials relating to the Project. If any applicable state or federal procurement requirement is stricter than any other applicable requirement, Municipality shall be obligated to meet the stricter requirement. Prior to the execution of any contract with Contractor or Consultant relating to the Project, Project Manager shall certify in writing to the Contract Administrator that the procurement and the proposed contract comply with the requirements of this Section 3.3.

3.4. Modifications to Project or Phases.

3.4.1. Material Changes to the Project. Material changes are changes that increase the Maximum Funding Amount or materially modify the Project Description. Any proposed material change to the Project Description that does not increase the Maximum Funding Amount requires the prior written approval of the Contract Administrator. Any proposed material change that would increase the Maximum Funding Amount requires an

amendment of this Agreement. Any proposed material change may also, if determined necessary by Contract Administrator pursuant to the applicable contractual, statutory, or other surtax-related requirements, require review by the Oversight Board for statutory eligibility. Municipality shall submit to the Contract Administrator written notice of the proposed material change and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove in writing the proposed material change to the Project Description that does not increase the Maximum Funding Amount within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely approved, the request shall be deemed disapproved. Any material change that increases the Maximum Funding Amount must be approved by the Board.

3.4.2. Modifications to Construction Phase. Requests for additional funding as a result of modifications to the construction phase of a Project that exceed the amount provided in the then-current Funding Schedule, including without limitation change orders or other scope changes, are subject to (i) approval by the Contract Administrator, and (ii) the Board's allocation of additional funding; such requests may also, if determined necessary by Contract Administrator pursuant to the applicable contractual, statutory, or other surtax-related requirements, require additional review by the Oversight Board for statutory eligibility. Municipality shall submit to the Contract Administrator written notice of its request for additional funding and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove the request in writing within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely approved, the request shall be deemed disapproved.

3.4.3. Owner Enhancements. In addition to any approvals that may be required pursuant to this Agreement, any increased or additional costs due to changes in the quality of materials, furnishings, finishes, aesthetics, or any other cost reasonably determined by the Contract Administrator to be an "owner enhancement" (including, without limitation, decorative lighting, decorative paving, and improvements that are not within the public right of way) must be funded solely by Municipality with non-surtax funding, and County shall have no funding responsibility for any such increased costs. Upon the Contract Administrator's request, the Project Manager shall provide sufficient detail for the Contract Administrator's determination of whether any increased or additional costs include owner enhancements. The Contract Administrator shall determine, after consultation with the Project Manager, whether the increased or additional costs constitute owner enhancements.

3.4.4. Project Schedule. Any proposed change in the Project Schedule that modifies the commencement or completion date for any phase or for the Project by more than sixty



(60) days requires the prior written approval of the Contract Administrator. Municipality shall submit to the Contract Administrator written notice of the proposed change and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove in writing the proposed change within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely disapproved, the request shall be deemed approved.

3.4.5. Nonmaterial Changes. Nonmaterial changes to the Project (namely, changes that do not require approvals under Sections 3.4.1, 3.4.2, 3.4.3, or 3.4.4) do not require County approval and may be approved by the Project Manager.

3.5. Contractor and Consultant Contracts.

3.5.1. Form Contracts. County has preapproved the Surtax-Funded Projects Form Construction Contract and the Surtax-Funded Projects Form Consultant Contract (collectively, the “**Form Contracts**”) attached as **Exhibit D**, which Municipality may utilize for its contracts with Contractor and Consultant, respectively. County may update the Form Contracts from time to time upon written notice to Municipality, and such updated Form Contracts shall be the applicable forms for solicitations advertised after the date of such written notice by County.

3.5.2. County Approval. Unless the Form Contracts are utilized for the Project with no material modification or an existing municipal contract is approved by County for use pursuant to Section 3.3, Municipality must obtain written approval from the County Attorney’s Office for Municipality’s contract(s) with Contractor and with Consultant prior to utilization of the contracts for the Project (and prior to publication of the solicitation, if the contract is included in the solicitation). In addition to the provisions required to be included in Municipality’s contracts with Contractor and with Consultant pursuant to Section 8.1 or Section 10.5, Municipality’s contracts must also include the provisions listed in Section 3.5.3 and Section 3.5.4, as applicable, in the form stated in the Form Contracts. Any material modification to any required contractual provision must be approved in advance by the County Attorney’s Office; no subsequent material change to the contract(s) for the Project may be made without written approval from the County Attorney’s Office. Municipality agrees and acknowledges that County’s approval of any contracts with Contractor or Consultant, including without limitation the Form Contracts, is solely for purposes of protecting County’s interests; County approval of any such contract does not constitute a legal opinion, including without limitation as to the legal sufficiency of the contract, for use or reliance by Municipality or any third party and shall not be the basis for any claim or liability against County or asserted to avoid any reimbursement or other obligation of Municipality under this Agreement. Municipality shall provide at least twenty (20) days’ written notification to the Contract Administrator and the County Attorney’s Office prior to award of the contract to Contractor or Consultant, as applicable, which notice must include a copy of the competitive solicitation

(or other applicable procurement document) for the Project, the responsive submission by the proposed Contractor or Consultant, the proposed contract amount for the Project, the proposed contract, and the date on which Municipality intends to award the contract. County may disapprove the proposed contract: (a) for failure to comply with any requirement of this Agreement; (b) if the contract price exceeds or is materially inconsistent with the Funding Schedule (absent good cause, as determined by Contract Administrator); or (c) after consultation with Project Manager, for any other good cause as determined in the sole discretion of the Contract Administrator. If County disapproves any proposed contract, County must provide notice of such disapproval within twenty (20) days after receipt of the notice and the documents required pursuant to this section; if not timely disapproved, the proposed contracts shall be deemed approved.

3.5.3. For the contract with Contractor, the following provisions from the Surtax-Funded Projects Form Construction Contract must be included:

- 3.5.3.1. Contract, Article 3 (Contract Time)
- 3.5.3.2. Contract, Article 5 (Progress Payments; Retainage)
- 3.5.3.3. Contract, Article 6 (Acceptance and Final Payment)
- 3.5.3.4. General Conditions, Article 4 (Performance Bond and Payment Bond) and Article 5 (Qualification of Surety)
- 3.5.3.5. General Conditions, Article 17 (Project Records and Right to Audit) (*see also* Section 8.1 herein)
- 3.5.3.6. General Conditions, Article 33 (Location and Damage to Existing Facilities, Equipment, or Utilities)
- 3.5.3.7. General Conditions, Article 38 (Change Orders) and Article 39 (Value of Change Order Work)
- 3.5.3.8. General Conditions, Article 14 (Superintendence and Supervision)
- 3.5.3.9. General Conditions, Article 20 (Differing Site Conditions)
- 3.5.3.10. General Conditions, Article 40 (Notification and Claim for Change of Contract Time or Contract Price)
- 3.5.3.11. General Conditions, Article 41 (No Damages for Delay)
- 3.5.3.12. General Conditions, Article 42 (Excusable Delay; Compensable; Non-Compensable)
- 3.5.3.13. General Conditions, Article 53 (Domestic Partnership)
- 3.5.3.14. General Conditions, Article 54 (Equal Employment Opportunity and CBE/SBE Compliance)
- 3.5.3.15. Supplemental Wage Requirements (Prevailing Wage Rate Ordinance)

3.5.4. For the contract with Consultant, the following provisions from the Surtax-Funded Projects Form Consultant Contract must be included:

- 3.5.4.1. Article 4 (Time for Performance; Contractor Damages)
- 3.5.4.2. Sections 5.3 and 5.4 (Reimbursable Expenses; Method of Billing)
- 3.5.4.3. Section 7.5 (Truth in Negotiation)

- 3.5.4.4. Section 7.9 (Domestic Partnership Requirement)
- 3.5.4.5. Article 10 (Equal Employment Opportunity and CBE Compliance)
- 3.5.4.6. Section 11.4 (Public Records and Trade Secrets)
- 3.5.4.7. Section 11.5 (Audit Rights)
- 3.5.4.8. Section 11.8 (Indemnification)
- 3.5.4.9. Section 11.14 (Drug-Free Workplace)

#### **ARTICLE 4. TERM AND TIME OF PERFORMANCE**

4.1. **Term.** The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end on December 31, 2023 ("Initial Term"), unless extended pursuant to Section 4.2.

4.2. **Extensions.** The Parties may renew this Agreement for up to two (2) additional one (1) year terms (each an "Extension Term") by written approval of the Project Manager and the County Administrator at least thirty (30) days prior to the expiration of the then-current term. Any further extension shall require approval by the Board and the governing body of Municipality.

4.3. **Fiscal Year.** The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129, Florida Statutes.

4.4. **Time of the Essence.** Unless expressly waived by the Contract Administrator in writing, time is of the essence in Municipality's performance of its duties, obligations, and responsibilities under this Agreement.

#### **ARTICLE 5. FUNDING AND SURETY**

5.1. **Surtax Funding.** County shall provide funding to Municipality for the Project in accordance with the Funding Schedule (**Exhibit B**). Any amounts, costs, or expenses indicated as ineligible for funding in Exhibit B shall not be funded by County but must instead be funded by Municipality from non-surtax funds. The Parties agree and acknowledge that all funding provided by County to Municipality under this Agreement shall be paid exclusively from and subject to the availability of proceeds from the transportation surtax levied pursuant to Section 212.055(1), Florida Statutes, and County shall not have any obligation to provide, nor shall County provide, any funding from County's general revenue or any other County source. Municipality agrees and stipulates that the funding provided by County to Municipality under this Agreement will be utilized by Municipality only for the purposes permitted under Section 212.055(1), Florida Statutes.

5.2. **Method of Billing and Payment.** Municipality shall invoice County only in accordance with the Funding Schedule. Any credit due to County under Section 5.6 must be reflected on the next applicable invoice. To be proper, each invoice must comply with the requirements of Exhibit B and be accompanied by a certification by the chief administrative officer and the chief financial

officer of Municipality, or such other persons designated by Municipality with authority to act in similar capacities, that all funds received and utilized to date by Municipality under this Agreement were utilized only for the Project, only for the portion(s) of the Project that the Oversight Board and County determined were eligible for surtax funding, and only for purposes that Municipality independently determined were eligible for surtax funding. County shall pay Municipality in accordance with the Funding Schedule within thirty (30) days of receipt of Municipality's proper invoice. Payment shall be made to Municipality at the address designated by Municipality for notices pursuant to Section 11.6.

5.3. Phases; Funding Schedule. The Funding Schedule may provide for funding the Project in phases or by deliverable, with the funding for subsequent phases or deliverables to be determined after completion of prior phases or particular deliverables. Any such later-determined funding for the Project, including any modification to the funding amount(s), phase(s), or deliverable(s) stated in the Funding Schedule, shall require a written amendment to this Agreement with an amended Funding Schedule attached thereto setting forth the next phase(s) or deliverable(s) and applicable funding for same. All terms and conditions of this Agreement shall apply to any such amended Funding Schedule. The County Administrator, on behalf of County, and the Municipal Mayor or Municipality's City Manager, on behalf of Municipality, are authorized to execute amendments to this Agreement to incorporate an amended Funding Schedule, provided the total of all funding obligations of County under this Agreement does not exceed the total Maximum Funding Amount. Any amended Funding Schedule or other amendment that would cause County's total funding obligations under this Agreement to exceed the Maximum Funding Amount shall not be effective unless approved by the Board.

5.4. Maximum Funding. Municipality acknowledges that the Maximum Funding Amount set forth below is the maximum amount payable by County and constitutes a limitation upon County's obligation to provide funding to Municipality for the Project. Municipality further acknowledges that subtotal amounts set forth below for the applicable phases and in the Funding Schedule (including as amended) are the maximum amounts payable for the applicable portions of the Project, and constitute limitations on County's obligation to provide funding to Municipality for the Project.

Description	Not-To-Exceed Amounts
Phase I - Planning and Preliminary Design	
1: Basis of Design Report	\$73,187.82
Task 2: Investigations and 30% Design	\$201,041.55
Maximum Funding Amount Phase I	\$274,229.37
Phase II - Design	
Task 3: 60% Detailed Design	\$101,208.34
Task 4: Permitting	\$79,545.15
Task 5: 90% Design Submittal	\$71,012.18
Task 6: 100% Design Drawings (IFC)	\$51,857.31
Task 7: Public Involvement	\$36,780.27

Description	Not-To-Exceed Amounts
Maximum Funding Amount Phase II	\$350,871.38
Maximum Funding Amount Phase I and Phase II	\$625,100.75
Phase III - Construction	
Task 8: Bidding Support	\$20,172.61
Task 9: Design Services During Construction	\$220,166.64
Reimbursables	\$10,468.13
<b>MAXIMUM FUNDING AMOUNT:</b>	<b>\$865,440.00</b>

In no event shall County be liable to provide funding to Municipality in excess of the applicable amounts stated in the Funding Schedule or the Maximum Funding Amount, regardless of the basis for any claim or the basis for increased cost, including, without limitation, differing site conditions, delays, weather, or any other reason. If the actual costs of the Project exceed the amount County is obligated to fund per the Funding Schedule, as same may be amended pursuant to this Agreement, Municipality shall be solely responsible for funding any and all such additional amounts. Municipality is solely responsible for any and all costs to operate, support, and maintain the Project unless otherwise agreed in writing by the Parties; County has no obligation to fund any costs related to the Project except as expressly stated in this Agreement.

5.5. Adjustments for Corridor Projects; Funding Withholding; Other Delayed Funding.

5.5.1. In order to avoid duplicative construction and unnecessary disruption of the local transportation network and community, the Parties shall cooperate in good faith to coordinate the timing of the Project with other projects that affect the same or nearby transportation elements, including, without limitation, other Surtax-Funded Projects and other County or State roadway projects (collectively, "Corridor Projects"). The Contract Administrator shall provide prompt notice to Municipality if County determines that the timing of the Project requires adjustment due to a Corridor Project. Upon receipt of such a notice, Municipality shall use best efforts to suspend any additional work on the Project pending an agreed adjustment to the Project Schedule, and the Parties shall cooperate to mutually approve an adjusted Funding Schedule (adjusted only as to timing, absent good cause as determined by Contract Administrator) and Project Schedule. County may withhold any otherwise scheduled funding until such adjustments are mutually approved by the Parties. To the extent some or all of the Project costs are modified as a direct result of a timing adjustment to accommodate a Corridor Project, such modified costs shall be addressed in an amendment to the Funding Schedule and, if necessary, an amendment to this Agreement.

5.5.2. If commencement or completion of a phase of the Project is delayed beyond its scheduled date by more than one (1) year, or work suspended for more than one (1) year, the Funding Schedule may be unilaterally adjusted as to timing (but not amount) by

written notice issued by the Contract Administrator, after consultation with Municipality, to reflect the delay; any adjustment to the amount of funding for any phase in connection with the delay shall require an amended Funding Schedule in accordance with Section 5.3.

5.6. Overpayments; Refunds. Any funding provided by County under this Agreement for a Phase that exceeds the actual amounts expended by Municipality in accordance with this Agreement for that Phase shall be credited against the next invoice to County or refunded to County, as elected by County. Any funding provided by County under this Agreement that exceeds actual amounts paid by Municipality for the Project shall be promptly refunded to County upon Municipality's discovery of an overpayment, County's request for refund, or sixty (60) days after completion of the Project, whichever occurs first. For purposes of this calculation, any interest expense(s) incurred by Municipality are not an allowable cost. Any refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor, Consultant, or any Subcontractor (collectively, "Proceeds") shall be either credited against future funding due from County under this Agreement or paid by Municipality to County within thirty (30) days after its receipt of the Proceeds, as elected by County. The total Proceeds amount credited or refunded to County shall not exceed the total funding provided by County under this Agreement. Municipality shall promptly notify County of any amount of Proceeds received by or credited to Municipality, and of any claims filed or asserted relating to the Project. For unresolved claims or litigation, the Parties shall cooperate to ensure any Proceeds are first credited or repaid to the benefit of County before any other allocation.

5.7. Separate Accounting. Municipality shall deposit and maintain all funding received from any source for the Project in a segregated fund or account, which shall be subject to audit pursuant to Article 8. Any interest earned by Municipality on any funds provided under this Agreement shall be credited against the funding otherwise due from County under this Agreement and must be utilized by Municipality solely in accordance with the terms of this Agreement. Upon prior written approval by the Contract Administrator, Municipality may utilize other methods of separate accounting for the Project funds provided the accounting method permits a full and complete audit of the funds as required by Article 8.

5.8. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to ensure utilization of the funds in accordance with this Agreement, applicable law, and the Board-approved transportation surtax program. Failure of Municipality or the Project to comply with the Reporting Requirements or the Performance Metrics may also be a basis to withhold or limit future funding for the Project, as determined in the reasonable discretion of the Contract Administrator. The amount withheld shall not be subject to payment of interest by County. Upon written notice by County and except as expressly stated otherwise herein, payment may be withheld by County for the duration of any failure of Municipality to comply with a term, condition, or requirement of this Agreement; County shall promptly pay the amount withheld to

Municipality when Municipality's noncompliance with the applicable terms and conditions of this Agreement is cured to the reasonable satisfaction of Contract Administrator.

5.9. Final Invoice and Reconciliation. Unless otherwise stated in the Funding Schedule or approved by the Contract Administrator, Municipality must submit the final invoice to County no later than one hundred twenty (120) days after the completion of the Project. The final invoice must be accompanied by a complete summary of all expenses incurred and all amounts paid for the Project, all funding, Proceeds, interest, or other amounts received relating to the Project, and any unpaid invoices, amounts still owing, disputed charges, or other unresolved issues relating to the Project that may impact the financial accounting of the Project (collectively, the "Final Reconciliation"). Upon request by the Contract Administrator, Municipality shall provide any backup or additional documentation requested relating to the Final Reconciliation; if County or Municipality identifies any error or omission in the Final Reconciliation, Municipality shall resubmit a corrected final invoice and corrected Final Reconciliation. County shall pay the correct final invoice after review and approval of the Final Reconciliation.

#### **ARTICLE 6. TRANSPORTATION SURTAX PROJECT COORDINATION AND PARTICIPATION**

6.1. Reporting Requirements. Unless waived in writing by the Contract Administrator, Municipality shall comply with the Reporting Requirements set forth in **Exhibit C**. In addition, Municipality shall provide written reports to the Contract Administrator consisting of the following information as of the date of the report, with monthly information provided within thirty (30) days after the end of the applicable month, quarterly information provided within forty-five (45) days after the end of the applicable quarter, and annual information provided within one hundred eighty (180) days after the end of the fiscal year:

6.1.1. Quarterly Report on Expenditures: For both total to date and total for the applicable quarter, the total funds received from any funding source for the Project (itemized by funding source) and total funds (by funding source) expended to date for the Project;

6.1.2. Monthly Report on Project Schedule: The updated Project Schedule, summary of progress during the applicable quarter, and any adjustments to the Project Schedule (including all approved adjustments and pending requests for adjustments);

6.1.3. Monthly report on Material Changes or Impacts: All material changes to the Project, the Project Schedule, or any other aspect of the Project that may impact the cost of the Project or the ability of the Project to achieve the intended goals or purposes; and

6.1.4. Annual Audit Reports: On an annual basis, copies of Municipality's most recent annual financial reporting packages, reports, or other information required to be submitted in accordance with Section 215.97, Florida Statutes. A copy of Municipality's most recent single audit complies with this requirement.

6.2. Performance Metrics. Municipality must ensure that the quality, progress, and nature of the Project strictly comply with the Performance Metrics stated in Exhibit C. The Contract Administrator may modify the Performance Metrics for the Project at any time with the written approval of the Project Manager. In addition to the reporting required pursuant to Section 6.1 above, Municipality shall provide written reports to the Contract Administrator on at least an annual basis, no later than ninety (90) days after the end of the fiscal year, documenting the Project's compliance with the applicable Performance Metrics. The Contract Administrator or designee will provide technical assistance and support, as may be reasonably requested by Municipality, and shall make available to Municipality a centralized repository of relevant, available metrics and data.

6.3. Permitting for Surtax-Funded Projects. To decrease public inconvenience and to facilitate the expeditious and efficient completion of Surtax-Funded Projects, for any Surtax-Funded Project that is performed by County and is in whole or in part within the geographical boundaries of Municipality, Municipality shall waive, to the full extent permissible under applicable law, all municipal permitting requirements, except to the extent of any portion of the work performed by County that will be owned, operated, and maintained by Municipality. The waiver shall include, but not be limited to, the requirements of permit application, permit issuance, inspections, and permitting fees. County shall be responsible for ensuring adequate plan review, inspections, and compliance with State and County standards for work in the public right of way. County shall waive, to the full extent permissible under applicable law, all County permitting fees for municipal Surtax-Funded Projects.

6.4. Road Closures. Municipality shall institute and comply with a cooperative notification program that ensures County is promptly notified and promptly provided with data reasonably requested by County regarding all municipal roads that are closed for any reason, including but not limited to the Project, other construction, or flooding, in a format prescribed by County. Providing Municipality consistently utilizes the cooperative notification program established by County and promptly cures any nonperformance upon notice by County, nonrecurring or isolated incidents of failure by Municipality to timely notify as required by this Section 6.4 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.5. Branding and Marketing. At County's request, Municipality shall participate in reasonable branding and marketing in the form and content prescribed by County, including, but not limited to, signage prominently acknowledging the surtax funding source of Surtax-Funded Projects, utilizing County-approved wording, logo, or other imagery, which branding and marketing will acknowledge the project contributions of County and Municipality. The costs for all branding and marketing requested by County pursuant to this Section 6.5 shall be fully funded by County. Provided Municipality cures any nonperformance within thirty (30) days after notice by County, nonrecurring or isolated incidents of failure by Municipality to comply with this Section 6.5 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.6. Data Collection and Sharing. To the extent requested by County, Municipality shall ensure the Project includes incorporation and placement of sensors or other devices on municipal roads,



rights of way, properties, and assets for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights of way, properties, or assets. The costs for any such incorporation and placement requested by County shall be funded by County. Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County in order to facilitate countywide collection and utilization of transportation data. For the useful life of the Project, to the extent requested by County, Municipality shall provide County any and all access to such data as may be requested by County, including recurring or real-time access or periodic download. Provided Municipality cures any nonperformance within thirty (30) days after notice by County, nonrecurring or isolated incidents of Municipality's failure to comply with this Section 6.6 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.7. Conflict of Interest.

6.7.1. Municipality represents and agrees that it has not contracted, and will not contract during the term of this Agreement, with the MPO for the MPO to perform any of the following services (collectively, the "Contracting Prohibitions"):

- 6.7.1.1. Any design, construction, oversight, or management services relating to any Surtax-Funded Project or any proposed project for which transportation surtax funding is being or will be sought;
- 6.7.1.2. Any planning, oversight, or reporting services relating to any receipt by Municipality of community shuttle surtax funding; or
- 6.7.1.3. Any grant writing or grant consultation services in connection with any Surtax-Funded Project (or proposed Surtax-Funded Project).

6.7.2. The foregoing Contracting Prohibitions:

- 6.7.2.1. Shall not apply to any state- or federally-mandated services provided by the MPO for which services the MPO does not receive any compensation from Municipality beyond Municipality's annual contribution to the MPO;

- 6.7.2.2. May be waived by the County Administrator in connection with any Surtax-Funded Project for which the County Administrator determines, in his or her sole discretion, that such waiver is in the best interest of Broward County for reasons including, but not limited to, that such waiver would permit the performance of services reasonably necessary to obtain significant state or federal matching funds in connection with any project or proposed project. No such waiver shall be effective unless approved by the County Administrator in writing; and
- 6.7.2.3. Do not prohibit or in any way impede the ability of Municipality to contract with any entity other than the MPO for transportation planning services whether or not such services are in connection with any Surtax-Funded Project.

The Parties agree that any violation of the Contracting Prohibitions will constitute a material breach of this Agreement which, in addition to all other remedies available to County under this Agreement, would permit County to terminate this Agreement, withhold all funds otherwise payable to Municipality under this Agreement, and require Municipality to repay County in full for any funds previously paid by County under this Agreement.

6.8. Sale, Transfer, or Disposal of Surtax-Funded Property. Municipality shall not sell or otherwise transfer or dispose of its title, rights, or interests, or any portion thereof, in real property, facilities, or equipment, funded in any part by County under this Agreement, without prior written approval from County. If a sale, transfer, or disposal occurs in violation of this section, unless otherwise agreed in writing by the Parties, Municipality shall pay County, within ninety (90) days after the sale, transfer, or disposal, an amount equal to the greater of County's share of the fair market value or the straight line depreciated value of the improvements plus land value. "County's share of the fair market value" as used herein means the percentage of surtax funding in the Project multiplied by the best obtainable price for the item, and the resulting product then reduced by reasonable sales costs. If the property has never been used for the intended purpose of the Project, Municipality shall pay the greater of County's share of the fair market value or the entire amount of surtax funding provided for the Project.

6.9. Affirmation of MPO Prioritization and Ranking Process. Municipality acknowledges that the prioritization and ranking process of municipal capital projects for fiscal year 2020 was completed in compliance with all applicable obligations of County and the MPO; and was informed by each project's ability to alleviate traffic congestion and improve connectivity, as well as shovel-readiness, construction work planned in the vicinity of a proposed project, corridor delivery timing, and other existing conditions that allow surtax revenues to be utilized responsibly, efficiently, and with the least interruption to residents and businesses. Municipality hereby waives and releases any and all claims it has or may have that accrued at any time prior to the effective date of this Agreement, which claims, in any way, relate to, result from, or are in connection with the prioritization and ranking process of municipal capital projects for fiscal year

2020 or the County's funding decisions related thereto. Municipality agrees and stipulates that the MPO prioritization and ranking process for fiscal year 2020 was proper and consistent with the applicable interlocal agreements and that the County is not, as of the effective date of this agreement, in breach or default of any provision of any applicable interlocal agreement relating in any way to expenditure of transportation surtax proceeds.

#### **ARTICLE 7. INDEMNIFICATION**

Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Municipality, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Municipality under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

#### **ARTICLE 8. AUDITING**

8.1. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Municipality, Contractor, Consultant, and Subcontractors (the "Audited Entities") that are related to the Project or this Agreement (the "Contract Records"). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this Agreement may include, but are not limited to, on-site visits by County staff, interviews of staff of any of the Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

Audited Entities shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the

Contract Administrator to do so, Audited Entities shall make same available in written form at no cost to County.

Contract Records include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance relating to the Project. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance relating to the Project of any of the Audited Entities.

Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Project or this Agreement until the later of five (5) years after expiration or termination of this Agreement, resolution of any audit findings, or as otherwise required by law. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County) or the Oversight Board. The Project and all expenditures relating to the Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment made or based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Municipality in addition to any required adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made by Municipality to County within thirty (30) days after presentation of County's findings to Municipality.

Municipality shall ensure that the requirements of this section are included in all agreements with any other Audited Entity. Municipality shall further include in its contract with Contractor and its contract with Consultant the following provision:

"If an audit inspection or examination in accordance with this provision discloses overpricing or overcharges to Municipality (of any nature) by the contractor or the contractor's subcontractors in excess of five percent (5%) of the total contract billings reviewed, the reasonable actual cost of any audit conducted by or on behalf of Municipality, Broward County, or the Independent Transportation Surtax Oversight Board shall be reimbursed by contractor to the Municipality or Broward County, as applicable, along with any required adjustments for the overpricing or overcharges. Any adjustments or payments that must be made as a result of any such audit or inspection of the

contractor's invoices or records shall be made within a reasonable amount of time (not to exceed 30 days) after presentation of the audit findings to contractor."

8.2. **Performance Audit.** The Project, and all funding received, maintained, or expended by Municipality for the Project, shall be subject to audits and reviews by the Oversight Board at its expense (and subject to reimbursement pursuant to this article) for the duration of the Project and continuing until five (5) years after the later of completion of the project, expiration or termination of this Agreement, or resolution of any audit findings. Municipality shall fully cooperate and provide any and all requested Contract Records as may be requested by the Oversight Board. The Project and all funds received, maintained, or expended relating to the Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

#### **ARTICLE 9. TERMINATION**

9.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated by the Board upon sixty (60) days' prior written notice if the Board determines that the Project cannot be funded with surtax funding under applicable law, including Section 212.055, Florida Statutes. This Agreement may be immediately terminated by written notice by the County Administrator if the transportation surtax is determined by a court of competent jurisdiction to be invalid, void, or illegal.

9.2. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.2.1. Inability of Municipality, including through Contractor or Consultant, to perform or complete the Project in compliance with this Agreement, including the Project Schedule (including any extensions approved by Contract Administrator, approval of which shall not be unreasonably withheld);

9.2.2. Repeated submission (whether negligent or intentional) for payment of false or incorrect invoices;

9.2.3. Fraud, misrepresentation, or material misstatement in the performance of this Agreement or the Project by Municipality, Contractor, or Consultant;

9.2.4. Contractor's or Consultant's act or omission that violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

9.2.5. Utilization of the funding provided by County under this Agreement in a manner that violates applicable law or for uses or purposes that are not permitted uses for transportation surtax funds under Section 212.055, Florida Statutes.

9.3. Notice of termination shall be provided in accordance with the “Notices” section of this Agreement.

9.4. If this Agreement is terminated by County, Municipality shall be paid from proceeds of the surtax levied pursuant to Section 212.055, Florida Statutes, if funding is available, for any work on the Project properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable.

9.5. In addition to any right of termination stated in this Agreement, County and Municipality shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity, all such remedies being cumulative.

9.6. Municipality may terminate this Agreement upon thirty (30) days’ prior written notice to County if Municipality determines not to proceed with the Project and either (a) the written notice of termination is provided prior to Municipality’s receipt of any funding from County under this Agreement, or (b) prior to the effective date of termination, Municipality returns all funding received from County under this Agreement, including any interest earned by Municipality on any funds provided by County under this Agreement.

#### **ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE**

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Municipality shall include the foregoing or similar language in its contracts with Contractor and Consultant, and shall require inclusion of the foregoing or similar language in their contracts with Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. Unless otherwise approved in advance in writing by County’s Director of Office of Economic and Small Business Development (“OESBD”), Municipality shall comply with all applicable requirements of the County Business Opportunity Act, Section 1-81, et seq., Broward County Code of Ordinances, in the award and administration of any contract or agreement regarding the Project. Failure by Municipality to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

10.3. Unless otherwise approved in advance in writing by County’s Director of OESBD, Municipality will meet the required CBE goal for the Project by utilizing (or requiring the utilization of) CBE firms for at least thirty percent (30%) of total Project costs, except that no CBE commitment shall apply to agreements that are subject to other participation goals (e.g., federal DBE program or SBE reserves), agreements that are expressly exempt from the County’s

Procurement Code, agreements that are otherwise ineligible by state or federal law, and agreements to which goals are not assigned by the County (e.g., sole source, sole brand, and emergency agreements) (the “Commitment”).

10.4. Each CBE firm utilized to meet the Commitment must be certified by OESBD. Municipality shall inform County immediately when a CBE firm is not able to perform or if Municipality believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Municipality to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Municipality shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Project and no CBE firm is available to perform the modified Project; in which event, Municipality shall notify County, and OESBD may adjust the Commitment by written notice to Municipality. Municipality shall not terminate a CBE firm for convenience without County’s prior written consent, which consent shall not be unreasonably withheld.

10.5. Municipality shall include the following provision in its contract with Contractor:

“The parties stipulate that if Contractor fails to meet the CBE utilization obligation in the Interlocal Agreement between Municipality and Broward County (the “Commitment”), the damages to Broward County and Municipality arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by Broward County, such liquidated damages amount shall be either credited against any amounts due Contractor from Municipality, or must be paid by Municipality to Broward County within thirty (30) days after written demand by Broward County. Any failure to meet the Commitment attributable solely to force majeure, changes to the Project, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.”

10.6. Municipality shall require Contractor and Consultant to provide written monthly reports to the Municipality and the Contract Administrator no later than ten (10) business days after the end of the month regarding Contractor’s and Consultant’s compliance with the Commitment stated in this article. In addition, Municipality shall require Contractor and Consultant to allow County to engage in onsite reviews to monitor Contractor’s and Consultant’s progress in achieving the Commitment and maintaining the applicable contractual and CBE obligations.

## ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority; Dispute Resolution; Escalation. The Contract Administrator is authorized to coordinate and communicate with Municipality to manage and supervise the performance of this Agreement. Any determination by the Contract Administrator that this Agreement authorizes the Contract Administrator to make shall be binding on the Parties. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Agreement. In the event of a dispute regarding the performance of this Agreement, both Parties stipulate and agree to expedited dispute resolution procedures as follows: if either Party provides notice of a dispute that the respective staff have failed to resolve despite diligent good faith efforts, the Contract Administrator and the Project Manager (or other appropriate representative(s) designated by County or Municipality, respectively) shall meet in person or via videoconference within ten (10) business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration; if either Party thereafter provides written notice of impasse, the Mayors or Vice-Mayors of the County and Municipality shall meet in person or via videoconference within ten (10) business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration; any resolution must be approved by the governing bodies of both Parties to be effective. If either Party thereafter provides written notice of impasse, either Party may proceed to seek any available judicial remedies and the Parties agree and stipulate that the requirements of Chapter 164 shall be deemed fully met and both Parties waive and agree not to assert any defense based upon failure to fully comply with the intergovernmental dispute resolution proceedings otherwise required under Chapter 164.

11.2. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with same. At the request of County, Municipality shall, in accordance with applicable law, respond to any request for public records received by County relating to the Project. Any other public records request shall be responded to by the receiving party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Any material submitted to County that Municipality, Contractor, or Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Municipality, Contractor, or Consultant, as applicable, must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Municipality, Contractor, or Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret



Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality, Contractor, or Consultant, as applicable. Municipality shall indemnify and defend, and shall require Contractor and Consultant to indemnify and defend, County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

11.3. Independent Contractor. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or any Party and Contractor, Consultant, or any Subcontractor. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

11.4. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or Municipality, nor shall anything included herein be construed as consent by County or Municipality to be sued by third parties in any matter arising out of this Agreement. County and Municipality are subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their respective employees pursuant to Section 768.28, Florida Statutes.

11.5. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.6. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Administrator  
Attn: Bertha Henry  
Government Center  
115 South Andrews Avenue, Room 409  
Fort Lauderdale, Florida 33301  
Email address: bhenry@broward.org

*With a copy to:*

Broward County Attorney's Office:

Attn: Angela J. Wallace  
115 South Andrews Avenue, Room 423  
Fort Lauderdale, Florida 33301  
Email address: [ajwallace@broward.org](mailto:ajwallace@broward.org)

FOR MUNICIPALITY:  
City of Dania Beach Public Services Director  
Fernando Rodriguez  
1201 Stirling Road  
Dania Beach, FL 33004  
Email address: [frdriguez@daniabeachfl.gov](mailto:frdriguez@daniabeachfl.gov)

11.7. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity, all such remedies being cumulative.

11.8. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's or Municipality's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.9. Compliance with Laws. Municipality and the Project must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.10. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, that execution of this Agreement is within each Party's legal powers, and that each individual executing this Agreement is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

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

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

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

11.14. Priority of Provisions. Unless otherwise expressly stated in this Agreement, if there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect. In the event of a conflict between this Agreement and the Transportation System Surtax Interlocal Agreement, executed by County on August 29, 2018, as amended, the provisions of this Agreement shall prevail and be given effect.

11.15. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, EACH OF MUNICIPALITY AND COUNTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.16. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Municipality.

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

11.18. Payable Interest

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

11.18.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

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

11.20. Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, Municipality as a result of this Agreement, Section 26-5, Broward County Code of Ordinances, as amended from time to time, shall be deemed to apply to such construction work. Municipality shall ensure Contractor fully complies with the requirements of such ordinance and satisfies, complies with, and completes the required forms as set forth in the Surtax-Funded Projects Form Construction Contract or such other contract as is approved pursuant to this Agreement.

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

11.22. Living Wage Requirement. To the extent Contractor is a “covered employer” within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Municipality shall include in its written agreement with Contractor that Contractor agrees to and shall pay to all of its employees providing “covered services,” as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Contractor shall ensure all of its Subcontractors that qualify as “covered employers” fully comply with the requirements of such ordinance.

11.23. Workforce Investment Program. Municipality acknowledges the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code (“Workforce Investment Program”). Municipality shall include in its contract with Contractor the requirements of the Workforce Investment Program and Contractor’s agreement to use good

faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth in the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Municipality or its Subcontractors) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement.

11.24. Survivability. Notwithstanding any expiration or termination of this Agreement, the following provisions shall survive expiration and termination: Section 3.2 (Municipal Responsibility for the Project); Section 5.6 (Overpayments; Refunds); Article 6 (Transportation Surtax Project Coordination and Participation); Article 7 (Indemnification); Article 8 (Auditing); Section 11.2 (Public Records); Section 11.15 (Law, Jurisdiction, Venue, Waiver of Jury Trial); and Section 11.18 (Payable Interest).

11.25. Approvals. To be effective, any approval under this Agreement made by or on behalf of the County, County Administrator, Contract Administrator, Project Manager, or other representative of either Party must be in writing.

(The remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:  
BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through  
its County Administrator, authorized to execute same by Board action on the 25th day of August  
2020, Item No. 86, and Municipality, signing by and through its Mayor duly authorized to execute  
same.

COUNTY

WITNESS:

BROWARD COUNTY, by and through  
its County Administrator

_____  
(Signature)

By _____  
Bertha Henry

_____  
(Print Name of Witness)

____ day of _____, 20__

_____  
(Signature)

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

_____  
(Print Name of Witness)

By _____  
Gavin Rynard (Date)  
Assistant County Attorney

By _____  
Angela J. Wallace (Date)  
Transportation Surtax General Counsel

Draft Municipal Interlocal Agreement  
08/12/2020  
#487127.12

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF DANIA BEACH FOR  
SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:  
STORMWATER IMPROVEMENTS – DRAINAGE/RESILIENCY (DANI-017)**

**MUNICIPALITY**

ATTEST:

CITY OF DANIA BEACH

_____  
CITY

By: _____  
CITY MAYOR

_____  
Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved  
this Agreement as to form and legal  
sufficiency subject to execution by the parties:

_____  
City Attorney

**EXHIBIT A**  
**Project Description and Project Schedule**

**1. Project:**

**Stormwater Improvements – Drainage/Resiliency (DANI-017)**

The purpose of the Project is to address current flooding issues at the neighborhood bounded by SE 3rd Street to the north, SE 2nd Avenue to the west, SE 7th Street to the south and SE 5th Avenue to the east (“the Improvements”), as further explained in the Scope of Services in the Municipality’s November 23, 2020 Solicitation for Design Services (the “Solicitation”) (The Solicitation is attached to this Exhibit A and is entitled “Attachment 1 to Exhibit A.”). Within these limits, there are priority areas located at the current low spots that result in traffic disruptions and repeated private property losses due to flooding. The Project area is about 103 acres and is in a low-lying area within the basin, which receives runoff from the west. The Improvements should consider a contribution area of approximately 190 acres. The contributing area of 190 acres is bounded by SE 2nd St and SE 3rd Street to the north, state road US-1 to the west, SE 10th Street to the south and SE 5th Avenue to the east. The storm event to be modeled for the proposed solutions will be a storm event of 3-day duration and 25 year return frequency, with flooding duration of less than 6 hours, with less than 2 inches of flooding at the crown of the road. The Municipality is seeking drainage solutions (ie. Replacement of two pump stations, drainage wells, exfiltration trenches, stormwater infrastructure, etc.) to reduce flooding, including duration and severity, reduce neighborhood impacts and mitigate project costs.



## 2. Deliverables:

Municipality shall provide quantifiable, measurable, and verifiable units of Deliverables as set forth below. Each Deliverable must specify the required minimum level of work to be performed and the criteria for evaluating successful completion of the Deliverable.

### DELIVERABLES:

No.	Description	Duration/Deadline	Acceptance Criteria
	Phase 1- Planning and Preliminary Design		
1	Basis of Design Report	45 days after Design Notice to Proceed	Project Manager Acceptance of Basis of Design Report
2	30% Design Submittal	60 days after acceptance of Basis of Design Report	Project Manager acceptance of 30% design Report
	Phase II - Design		
3	60% Design Submittal	40 days after comments to the 30% Design Submittal	Project Manager acceptance of 60% design
4	Permitting	120 days after approval of Deliverable 3	Permits
5	90% Design Submittal	30 days after comments to 60% Design Submittal	Project Manager acceptance of 90% design
6	100% Design Submittal	134 days after approval of Deliverable 3	Project Manager acceptance of 100% design
7	Public Information	Throughout the Project Duration	Documentation of public notices and project updates
	Phase III - Construction		
	Bidding Support	Subject to Client/Owner Internal Procurement Process	
	Design Services During Construction and CEI Services	Until Project Final Completion	

**3. Project Schedule:**

**Phase**

Execution of ILA between County and Town:

Consultant Agreement Execution:

Notice to Proceed Issued:

Planning, Preliminary Design, and Design

Design Completion:

**Estimated Completion**

May 1, 2021,

May 1, 2021 -May 31, 2021

May 1, 2021 – May 31, 2021

June 2021- March 1, 2022

March 31, 2022

## EXHIBIT B

### Funding Schedule

**Funding Amounts:** The amounts stated in this Funding Schedule are the maximum amounts payable for the Phase(s) stated, and shall be invoiced and paid only in accordance with the remainder of this Funding Schedule (as may be amended from time to time) and the terms and conditions of the Agreement. In the event of a conflict between anything stated in this Funding Schedule and anything stated elsewhere in the Agreement, the provisions stated in Articles 1 through 11 of the Agreement shall govern and control.

**Invoicing/Application for Funding Documentation:** Municipality shall submit the following with each invoice or Application for Funding (as defined below): an updated progress schedule; documentation of all invoices received from or payments made to Contractor or Consultant for which funding is sought; a statement indicating the cumulative amount of CBE participation to date; and a certification that all funding amounts sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

**Additional Invoicing Requirements:** If checked, the checked requirements apply to all invoices/Applications for Funding under this Agreement:

- ☒ All costs invoiced shall be supported by properly certified payrolls, time records, invoices, contracts, or vouchers evidencing appropriate detail the amounts invoiced/expended and the nature and purpose of such amounts.
- ☐ Pay Application documents consistent with AIA Document G702 and G703
- ☐ _____

**Funding Parameters:** The checked expenses are ineligible for funding under this Agreement:

- ☒ Costs incurred by Municipality prior to the execution of this Agreement
- ☒ Costs incurred after the expiration of this Agreement
- ☒ Costs that are not expressly permitted in Exhibit A or B
- ☒ Amounts that Contractor, Consultant, or Subcontractors are contractually responsible to pay, credit, or reimburse to Municipality or County (e.g., liquidated damages for not meeting the Project Schedule, audit costs, etc.)
- ☒ Amounts attributable to good or services received under a contract or other arrangement that was not approved by County
- ☒ Audit costs incurred by Municipality
- ☒ Legal and accounting fees and expenses
- ☒ Costs for operation, support, or maintenance of the Project
- ☒ Interest expenses incurred by Municipality
- ☒ Municipality's staff or other personnel costs in directly performing the Project

Municipality shall invoice County the Maximum Not-To-Exceed Amount stated below which funds shall be used only for the applicable Deliverable or Phase. Upon completion of the applicable deliverable or phase, Municipality shall submit documentation to County demonstrating the actual expenditures and the total amount of funds received for that deliverable and not yet expended, which amounts shall be credited toward the subsequent deliverable payment or refunded to County, as requested by the Contract Administrator. Absent prior written approval by the Contract Administrator, Municipality may not invoice County for funding for a subsequent Deliverable or Phase until all prior Deliverables or Phases have been satisfactorily completed. Municipality may not invoice for a Deliverable or Phase for which a not-to-exceed amount has not been specified in the applicable Funding Schedule.

<b>Deliverable/Phase Description</b>	<b>Maximum Not-to-Exceed Amount</b>
Phase I – Planning and Preliminary Design	
Deliverable 1: Basis of Design Report	\$73,187.82
Deliverable 2: Investigations and 30% Design	\$201,041.55
Phase II - Design	
Deliverable 3: 60% Detailed Design	\$101,208.34
Deliverable 4: Permitting	\$79,545.15
Deliverable 5: 90% Design Submittal	\$71,012.18
Deliverable 6: 100% Design Drawings (IFC)	\$51,857.31
Deliverable 7: Public Involvement	\$36,780.27
Reimbursables	10,468.13
Total Phase I and Phase II	\$625,100.75
Phase III - Construction	
Deliverable 8: Bidding Support	\$20,172.61
Deliverable 9: Design Services During Construction	\$220,166.64
<b>TOTAL</b>	<b>\$865,440</b>

**EXHIBIT C**  
**Reporting Requirements**

Municipality shall submit to County and the Oversight Board, on a quarterly and annual basis, a detailed Financial Report that includes the information contained in the attached Sample Financial Report.

Municipality shall submit to County on a monthly basis a detailed report of the Project Metrics and progress towards applicable goals in a form prescribed by County (see attached MAP PMO Project Report Status Template). The reports must include sufficient information to enable County's Program Management Office ("PMO") to track and document on a monthly basis:

- Key activities and Project milestones since the previous report;
- Expected activities/milestones to be completed before the next report;
- If applicable, key issues/challenges the Project faces and the plan to resolve or manage the issues/challenges; and
- Overall status of the Project.

Municipality's annual financial report for the Project must be audited and certified by an independent CPA, at Municipality's expense, with an opinion as to whether the financial information in the report is presented in accordance with Generally Accepted Accounting Principles and whether the Project is in accordance with the operative interlocal agreements for surtax funding. The audit shall contain sufficient information for County and the Oversight Board to determine if the Project expenditures conform to this Agreement and applicable law. The annual financial report must also include cumulative financial information for each individual Surtax-Funded Project undertaken by Municipality. The annual financial report must include appropriate footnote disclosures in support of the financial information items presented, including disclosure of any issue of noncompliance with this Agreement or applicable law.

### Sample Financial Report

<b>Project Name:</b>	
<b>Quarterly Period:</b>	

**Commented [RG1]:** This is a sample form that does not need filling out.

#### Section A: Total/Maximum Project Funding

1.	Surtax Maximum Funding Amount (per Section 5.4)	\$
2.	Non-Surtax Funding Awarded/Committed	\$
3.	<b>Total Project Funding</b> (Total lines 1 + 2)	\$
4.	Less Proceeds (as defined in Section 5.6)	(\$ )
5.	<b>Adjusted Project Funding</b> (Line 3 minus Line 4)	\$

#### Section B: Funding Received to Date

		Quarter Reported	Fiscal Year to Date	Total
6.	Surtax Funding Received	\$	\$	\$
7.	Non-Surtax Funding Received	\$	\$	\$
8.	<b>Total Project Funding Received</b> (Total lines 6 + 7)	\$	\$	\$

#### Section C: Expenditures to Date

		Quarter Reported	Fiscal Year to date	Total
9.	Surtax Funding Expended	\$	\$	\$
10.	Non-Surtax Funding Expended	\$	\$	\$
11.	<b>Total Project Funding Expended</b> (Total lines 9 + 10)	\$	\$	\$

#### Section D: Available Funding to Date

12.	<b>Adjusted Project Funding</b> (Line 5 above)	\$
13.	Total Project Funding Expended to Date (Line 11 above)	\$
14.	<b>Available Project Funding to date</b> (Line 12 minus line 13)	\$

#### Section E: Contract Financials *(complete for each of Contractor and Consultant)*

Original Contract amount	\$
Changes (increases or decreases)	\$
<b>Revised contract amount</b>	\$
Total Work Completed to Date	\$
Retainage Held to Date	\$
<b>Total Earned Less Retainage</b>	\$
<b>Total Amount Paid to Date</b>	\$
Work Completed this Quarter	\$
Retainage Held for Work Completed this Quarter	\$

Retainage Released this Quarter	\$
Amount Paid this Quarter	\$

**Section F: Quarterly Detailed Expenditures (for Quarter Reported)**

Invoice No.	Invoice Date	Vendor Name	Description of Work	Invoice Amount	Amount Paid

**Section G: Project Schedule & Status**

15.	Project Schedule Completion Date	
16.	Total Project Schedule Time Remaining	
17.	Amount Project Is Ahead/Behind Schedule	<input type="checkbox"/> Ahead by ____ Days <input type="checkbox"/> Behind by ____ Days
18.	Explanation for Change in Project Schedule:	
19.	Project Run Rate (Actual vs. Planned Expenditures)	
20.	Percentage of Project Phases/Milestones Met	%

**Section H: Performance Metrics**

**A.** [insert for applicable project type] Basis for Design Report, Permits, 100% design documents, bid documents, Notice of Final Acceptance.

**B.** Pavement Serviceability Rating (PSR): Report PSR prior to commencement of Project, current PSR, and projected PSR upon completion of Project.

## MAP PMO Project Status Report *Template*

<b>&lt;Agency&gt; Project:</b> <i>&lt;fill in project name or id&gt;</i>		<b>Owner:</b> <i>&lt;fill in&gt;</i>	<b>July 15, 2019</b>
<b>Progress update</b>      ▪ Key activities since the last status report     ▪ ?		<b>Overall Progress</b>     Red = Execution critical delay   Amber = Delay; but recoverable   Green = On track	
<b>Key activities to be completed in the next &lt;2-4&gt; weeks:</b>      ▪ ?     ▪ ?		<b>Summary:</b> (may include)      ▪ Key take-aways for BoCC, OB and SurTax Admin     ▪ Project run rate; <i>actual vs. planned</i>     ▪ % Milestones met     ▪ Days over budget     ▪ Leverage ratio     ▪ Key reminders of critical decisions/milestones/etc.	
<b>Issues/Challenges:</b>		<b>Proposed solutions:</b>	



**Exhibit D      Form Contracts**

**Surtax-Funded Projects Form Construction Contract:**



Muni 170.docx

**Surtax-Funded Projects Form Consultant Contract:**



Muni 202.docx

# CITY OF DANIA BEACH

## Agenda Request Item

**Type of Request:** Resolution

**Continued from:**

### Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE EXECUTION BY THE PROPER CITY OFFICIALS OF THE 2021 AMENDMENT TO AN INTERLOCAL AGREEMENT EXISTING BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY OF DANIA BEACH, FLORIDA, A COPY OF WHICH AGREEMENT IS ATTACHED AND INCORPORATED BY REFERENCE AS EXHIBIT "A"; PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIVE (5) CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

### Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

### Fiscal Impact/Cost Summary

--

### Exhibits Attached

DFA-21-022 Annual Gas Tax - Interlocal Agreement with Broward County, R-2021-Broward County 5 Cents Gas Tax, GASTAX5_2021 Amendment ex 2 - ADA, Gas Tax Memo to Cities_2021



**CITY OF DANIA BEACH  
FINANCE DEPARTMENT  
MEMORANDUM**

TO: Honorable Mayor and Commissioners DFA-21-017

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

BY: Adam Segal, Deputy Finance Director

VIA: Frank DiPaolo, Finance Director

DATE: April 22, 2021

SUBJECT: Annual County Interlocal Agreements for Gas Tax Allocations

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**Request**

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

**Background**

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

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

	County	Cities		Dania Beach		
				<u>Current</u>	<u>New</u>	<u>Change</u>
6-cent	62.50%	37.50%		0.625571%	0.630237%	0.004666%
5-cent	74.00%	26.00%	½ cash	0.433729%	0.436965%	0.003236%
			½ shuttle grants			
3-cent	48.73%	51.27%		0.855281%	0.861661%	0.00638%

These have to be approved each year by the Commission other than the 6 cent local option gas tax which was renewed in 2018 for a period of 30 years through 2048.

**Budgetary Impact**

The City could risk losing important revenue worth more than \$300,000 if not approved.

**Recommendation**

The Administration recommends Commission consideration and approval of the five (5) cent and the three (3) cent annual County Interlocal Agreements. The 6-cent agreement does not need a resolution because of the reason stated above.

## **RESOLUTION NO. 2021-065**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE EXECUTION BY THE PROPER CITY OFFICIALS OF THE 2021 AMENDMENT TO AN INTERLOCAL AGREEMENT EXISTING BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY OF DANIA BEACH, FLORIDA, A COPY OF WHICH AGREEMENT IS ATTACHED AND INCORPORATED BY REFERENCE AS EXHIBIT "A"; PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIVE (5) CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Section 336.025(1)(b), Florida Statutes, authorizes counties to extend the levy of the additional fifth-cent (\$0.05) local option gas tax upon every gallon of motor fuel sold in the applicable county for a period not to exceed thirty (30) years on a majority vote of the governing body of the County; and

**WHEREAS**, on June 13, 2000, the Broward County Board of County Commissioners enacted Ordinance No. 2000-25, effective January 1, 2001, through December 31, 2031, pursuant to Section 336.025(1)(b), Florida Statutes, extending the levy of the additional fifth-cent (40.05) local option gas tax for thirty (30) years and providing for a method of distribution of the proceeds of the tax; and

**WHEREAS**, the method for distribution of the proceeds is established by an Interlocal Agreement with Municipalities representing a majority of the population of the incorporated area within the County ("Interlocal Agreement"); and

**WHEREAS**, Paragraph 4 of the Interlocal Agreement requires annual adjustment of the division and distribution of the proceeds based upon the population of the individual municipalities and unincorporated Broward County utilizing the population figures set forth in the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida ("BEBR Figures"); and

**WHEREAS**, due to the delay in finalizing the decennial census numbers, Broward County is utilizing the BEBR Figures available as of March 22, 2021, which have not been updated to include the decennial census numbers; and

**WHEREAS**, due to the lag in updated census information the first amendment to the underlying interlocal agreement reflects the use of the BEBR Figures in calculating the base population;

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

**Section 1.** That certain 2021 Amendment to the Interlocal Agreement existing between Broward County, Florida and the City of Dania Beach, Florida, providing for Division and Distribution of the Proceeds from the Broward County Additional Five (5) Cent Local Option Gas Tax on Motor Fuel For Transit, in substantial form as Exhibit “A”, attached, is approved and the appropriate City officials are authorized to execute it.

**Section 2.** That the City Manager and City Attorney are authorized to make minor revisions to the 2021 Amendment as are deemed necessary and proper for the best interests of the City.

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

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

**PASSED and ADOPTED** on May 11, 2021.

ATTEST:

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THOMAS SCHNEIDER, CMC  
CITY CLERK

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TAMARA JAMES  
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

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THOMAS J. ANSBRO  
CITY ATTORNEY

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION  
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY  
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR  
TRANSIT**

This 2021 Amendment to Interlocal Agreement (“2021 Amendment”) is entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and the municipalities executing a signature page bearing the above legend, each of which is a municipal corporation existing under the laws of the State of Florida (each a “Municipality” and, collectively “Municipalities”) County and Municipalities are collectively referred to as the “Parties.”

**RECITALS**

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

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

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

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

E. Due to the delay in finalizing the decennial census numbers, the Parties must utilize the BEBR Figures available as of March 22, 2021, which have not been updated to include the decennial census numbers.

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

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

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

Population of Each Eligible Municipality

Total County Incorporated Area X 26.0000%  
Population

<b>Recipient</b>	<b>BEBR Population 4/1/20</b>	<b>FY22 Percent Share of Proceeds</b>
Coconut Creek	58,803	0.797605%
Cooper City	34,006	0.461258%
Coral Springs	129,263	1.753325%
Dania Beach	32,215	0.436965%
Davie	105,050	1.424899%
Deerfield Beach	80,178	1.087535%
Fort Lauderdale	189,321	2.567952%
Hallandale Beach	39,945	0.541814%
Hillsboro Beach	1,937	0.026273%
Hollywood	151,818	2.059261%
Lauderdale-by-the-Sea	6,305	0.085521%
Lauderdale Lakes	36,527	0.495453%
Lauderhill	72,507	0.983486%
Lazy Lake	28	0.000382%
Lighthouse Point	10,536	0.142910%
Margate	59,351	0.805038%
Miramar	138,873	1.883675%
North Lauderdale	45,549	0.617827%
Oakland Park	45,709	0.619997%
Parkland	35,438	0.480681%
Pembroke Park	6,373	0.086443%
Pembroke Pines	168,949	2.291626%
Plantation	90,802	1.231639%
Pompano Beach	112,941	1.531933%
Sea Ranch Lakes	682	0.009251%
Southwest Ranches	7,786	0.105609%
Sunrise	94,333	1.279534%
Tamarac	66,089	0.896432%
Weston	67,438	0.914730%
West Park	15,228	0.206553%
Wilton Manors	12,857	0.174393%



<b>Recipient</b>	<b>BEBR Population 4/1/20</b>	<b>FY22 Percent Share of Proceeds</b>
<b>Total Incorporated</b>	<b>1,916,837</b>	<b>26.000000%</b>
<b>Unincorporated Area</b>	<b>15,375</b>	
<b>Total County</b>	<b>1,932,212</b>	

The population figures set forth above are based on the figures contained in the document referred to as the "Florida Estimates of Population," published on an annual basis by the Bureau of Economic and Business Research, Population Division, of the University of Florida available as of March 22, 2021, attach hereto as **Exhibit A**. The population figures to be utilized in the formula described in this section for the distribution of the additional fifth-cent local option gas tax shall be adjusted annually based on the current Florida Estimates of Population.

2. This 2021 Amendment shall be effective as of the date it is executed by the County after having previously been executed by the Municipalities cumulatively representing a majority of the incorporated area population of the County. The amended population figures and share of proceeds shall take effect as provided by applicable law.
3. In the event any provision within this 2021 Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or any executing Municipality necessary to maintain the cumulative majority referenced in the preceding paragraph elects to terminate the Interlocal Agreement. The election to terminate pursuant to this provision must be made within seven (7) days after such court ruling; provided, however, that if a timely notice appealing the court ruling is filed, the election shall be held in abeyance until the appeal is determined or dismissed.
4. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2021 Amendment and the Interlocal Agreement, as previously amended, the Parties acknowledge that this 2021 Amendment shall control.
5. This 2021 Amendment may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

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**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION  
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY  
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR  
TRANSIT**

**MUNICIPALITY**

WITNESSES:

Municipality: DANIA BEACH

_____

By _____  
Mayor-Commissioner

_____

____ day of _____, 20__

ATTEST:

_____

Municipal Clerk

By _____  
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____  
Municipal Attorney

**EXHIBIT A**  
**To 2021 Amendment**

Florida Estimates of Population  
Bureau of Economic and Business Research, Population Division  
University of Florida  
Retrieved March 22, 2021

**Florida Population Estimates by County and Municipality  
April 1, 2020**

Area	April 1, 2020 Population Estimate	Total Change	April 1, 2010 ¹ Census	April 1, 2020 Inmates	April 1, 2020 Estimate less Inmates
<b>Alachua County †</b>	<b>271,588</b>	<b>24,252</b>	<b>247,336</b>	<b>1,132</b>	<b>270,456</b>
Alachua	10,470	1,411	9,059	0	10,470
Archer	1,204	86	1,118	0	1,204
Gainesville †	135,097	10,621	124,476	663	134,434
Hawthorne	1,463	46	1,417	0	1,463
High Springs	6,652	1,302	5,350	0	6,652
La Crosse	395	35	360	0	395
Micanopy	669	69	600	0	669
Newberry	6,873	1,923	4,950	0	6,873
Waldo	958	-57	1,015	0	958
UNINCORPORATED †	107,807	8,816	98,991	469	107,338
<b>Baker County †</b>	<b>28,532</b>	<b>1,417</b>	<b>27,115</b>	<b>2,421</b>	<b>26,111</b>
Glen St. Mary	457	20	437	0	457
Macclenny	7,186	812	6,374	0	7,186
UNINCORPORATED †	20,889	585	20,304	2,421	18,468
<b>Bay County</b>	<b>174,410</b>	<b>5,558</b>	<b>168,852</b>	<b>1,110</b>	<b>173,300</b>
Callaway	14,662	257	14,405	0	14,662
Lynn Haven	20,235	1,742	18,493	5	20,230
Mexico Beach	773	-299	1,072	0	773
Panama City	34,517	-988	35,505	98	34,419
Panama City Beach	13,691	1,673	12,018	0	13,691
Parker	3,865	-452	4,317	0	3,865
Springfield	8,938	35	8,903	0	8,938
UNINCORPORATED	77,729	3,590	74,139	1,007	76,722
<b>Bradford County</b>	<b>28,725</b>	<b>205</b>	<b>28,520</b>	<b>3,827</b>	<b>24,898</b>
Brooker	330	-8	338	0	330
Hampton	499	-1	500	0	499
Lawtey	728	-2	730	0	728
Starke	5,460	11	5,449	11	5,449
UNINCORPORATED	21,708	205	21,503	3,816	17,892
<b>Brevard County</b>	<b>606,671</b>	<b>63,295</b>	<b>543,376</b>	<b>185</b>	<b>606,486</b>
Cape Canaveral	10,342	430	9,912	0	10,342
Cocoa	19,327	2,187	17,140	0	19,327
Cocoa Beach	11,391	160	11,231	0	11,391
Grant-Valkaria	4,492	642	3,850	0	4,492
Indialantic	2,882	162	2,720	0	2,882
Indian Harbour Beach	8,751	526	8,225	0	8,751
Malabar	3,033	276	2,757	0	3,033
Melbourne	84,402	8,197	76,205	29	84,373
Melbourne Beach	3,150	49	3,101	0	3,150
Melbourne Village	677	15	662	0	677
Palm Bay	118,568	15,378	103,190	0	118,568
Palm Shores	1,137	237	900	0	1,137
Rockledge	27,946	3,020	24,926	17	27,929
Satellite Beach	10,887	778	10,109	0	10,887
Titusville	48,685	4,924	43,761	7	48,678
West Melbourne	25,385	7,030	18,355	0	25,385
UNINCORPORATED	225,616	19,284	206,332	132	225,484
<b>Broward County †</b>	<b>1,932,212</b>	<b>184,146</b>	<b>1,748,066</b>	<b>887</b>	<b>1,931,325</b>
Coconut Creek	58,803	5,894	52,909	0	58,803
Cooper City †	34,006	5,459	28,547	6	34,000
Coral Springs	129,263	8,167	121,096	0	129,263
Dania Beach	32,215	2,576	29,639	0	32,215
Davie	105,050	13,058	91,992	6	105,044
Deerfield Beach	80,178	5,160	75,018	0	80,178
Fort Lauderdale	189,321	23,800	165,521	33	189,288
Hallandale Beach	39,945	2,832	37,113	0	39,945
Hillsboro Beach	1,937	62	1,875	0	1,937
Hollywood	151,818	11,050	140,768	0	151,818
Lauderdale-By-The-Sea	6,305	249	6,056	0	6,305
Lauderdale Lakes	36,527	3,934	32,593	0	36,527
Lauderhill	72,507	5,620	66,887	0	72,507
Lazy Lake	28	4	24	0	28
Lighthouse Point	10,536	192	10,344	0	10,536

**Florida Population Estimates by County and Municipality**  
**April 1, 2020**

Area	April 1, 2020 Population Estimate	Total Change	April 1, 2010 ¹ Census	April 1, 2020 Inmates	April 1, 2020 Estimate less Inmates
Margate	59,351	6,067	53,284	0	59,351
Miramar	138,873	16,832	122,041	0	138,873
North Lauderdale	45,549	4,526	41,023	0	45,549
Oakland Park	45,709	4,346	41,363	0	45,709
Parkland	35,438	11,476	23,962	0	35,438
Pembroke Park	6,373	271	6,102	0	6,373
Pembroke Pines	168,949	14,930	154,019	623	168,326
Plantation	90,802	5,847	84,955	0	90,802
Pompano Beach	112,941	13,096	99,845	140	112,801
Sea Ranch Lakes	682	12	670	0	682
Southwest Ranches	7,786	441	7,345	0	7,786
Sunrise	94,333	9,894	84,439	0	94,333
Tamarac	66,089	5,662	60,427	0	66,089
Weston	67,438	2,105	65,333	0	67,438
West Park	15,228	1,072	14,156	0	15,228
Wilton Manors	12,857	1,225	11,632	0	12,857
UNINCORPORATED	15,375	-1,713	17,088	79	15,296
<b>Calhoun County</b>	<b>14,489</b>	<b>-136</b>	<b>14,625</b>	<b>1,569</b>	<b>12,920</b>
Altha	536	0	536	0	536
Blountstown	2,414	-100	2,514	0	2,414
UNINCORPORATED	11,539	-36	11,575	1,569	9,970
<b>Charlotte County</b>	<b>187,904</b>	<b>27,926</b>	<b>159,978</b>	<b>1,242</b>	<b>186,662</b>
Punta Gorda	20,405	3,764	16,641	0	20,405
UNINCORPORATED	167,499	24,162	143,337	1,242	166,257
<b>Citrus County</b>	<b>149,383</b>	<b>8,147</b>	<b>141,236</b>	<b>118</b>	<b>149,265</b>
Crystal River	3,190	82	3,108	0	3,190
Inverness	7,375	165	7,210	0	7,375
UNINCORPORATED	138,818	7,900	130,918	118	138,700
<b>Clay County</b>	<b>219,575</b>	<b>28,710</b>	<b>190,865</b>	<b>0</b>	<b>219,575</b>
Green Cove Springs	8,054	1,146	6,908	0	8,054
Keystone Heights	1,385	35	1,350	0	1,385
Orange Park	8,692	280	8,412	0	8,692
Penney Farms	789	40	749	0	789
UNINCORPORATED	200,655	27,209	173,446	0	200,655
<b>Collier County</b>	<b>387,450</b>	<b>65,930</b>	<b>321,520</b>	<b>14</b>	<b>387,436</b>
Everglades	430	30	400	0	430
Marco Island	17,595	1,182	16,413	0	17,595
Naples	21,063	1,526	19,537	0	21,063
UNINCORPORATED	348,362	63,192	285,170	14	348,348
<b>Columbia County †</b>	<b>70,617</b>	<b>3,086</b>	<b>67,531</b>	<b>3,518</b>	<b>67,099</b>
Fort White	605	38	567	0	605
Lake City †	12,303	257	12,046	291	12,012
UNINCORPORATED	57,709	2,791	54,918	3,227	54,482
<b>DeSoto County</b>	<b>37,082</b>	<b>2,220</b>	<b>34,862</b>	<b>2,326</b>	<b>34,756</b>
Arcadia	7,986	349	7,637	0	7,986
UNINCORPORATED	29,096	1,871	27,225	2,326	26,770
<b>Dixie County</b>	<b>16,663</b>	<b>241</b>	<b>16,422</b>	<b>1,678</b>	<b>14,985</b>
Cross City	1,726	-2	1,728	0	1,726
Horseshoe Beach	169	0	169	0	169
UNINCORPORATED	14,768	243	14,525	1,678	13,090
<b>Duval County</b>	<b>982,080</b>	<b>117,817</b>	<b>864,263</b>	<b>590</b>	<b>981,490</b>
Atlantic Beach	13,824	1,169	12,655	0	13,824
Baldwin	1,419	-6	1,425	0	1,419
Jacksonville	936,250	114,466	821,784	590	935,660
Jacksonville Beach	23,394	2,032	21,362	0	23,394
Neptune Beach	7,193	156	7,037	0	7,193

**Florida Population Estimates by County and Municipality  
April 1, 2020**

Area	April 1, 2020 Population Estimate	Total Change	April 1, 2010 ¹ Census	April 1, 2020 Inmates	April 1, 2020 Estimate less Inmates
<b>Escambia County</b>	<b>323,714</b>	<b>26,095</b>	<b>297,619</b>	<b>2,353</b>	<b>321,361</b>
Century	1,782	84	1,698	0	1,782
Pensacola	55,498	3,575	51,923	22	55,476
UNINCORPORATED	266,434	22,436	243,998	2,331	264,103
<b>Flagler County</b>	<b>114,173</b>	<b>18,477</b>	<b>95,696</b>	<b>0</b>	<b>114,173</b>
Beverly Beach	382	44	338	0	382
Bunnell	3,507	831	2,676	0	3,507
Flagler Beach (part)	4,700	276	4,424	0	4,700
Marineland (part)	6	-10	16	0	6
Palm Coast	89,437	14,257	75,180	0	89,437
UNINCORPORATED	16,141	3,079	13,062	0	16,141
<b>Franklin County</b>	<b>11,864</b>	<b>315</b>	<b>11,549</b>	<b>1,252</b>	<b>10,612</b>
Apalachicola	2,350	119	2,231	0	2,350
Carrabelle	2,640	-138	2,778	987	1,653
UNINCORPORATED	6,874	334	6,540	265	6,609
<b>Gadsden County †</b>	<b>46,226</b>	<b>-163</b>	<b>46,389</b>	<b>3,033</b>	<b>43,193</b>
Chattahoochee †	3,302	-350	3,652	999	2,303
Greensboro	611	9	602	0	611
Gretna	1,667	207	1,460	0	1,667
Havana	1,880	126	1,754	0	1,880
Midway	3,467	463	3,004	0	3,467
Quincy	7,919	-53	7,972	403	7,516
UNINCORPORATED †	27,380	-565	27,945	1,631	25,749
<b>Gilchrist County</b>	<b>18,269</b>	<b>1,330</b>	<b>16,939</b>	<b>777</b>	<b>17,492</b>
Bell	542	86	456	0	542
Fanning Springs (part)	389	111	278	0	389
Trenton	2,234	235	1,999	0	2,234
UNINCORPORATED	15,104	898	14,206	777	14,327
<b>Glades County</b>	<b>13,609</b>	<b>725</b>	<b>12,884</b>	<b>958</b>	<b>12,651</b>
Moore Haven	1,778	98	1,680	0	1,778
UNINCORPORATED	11,831	627	11,204	958	10,873
<b>Gulf County</b>	<b>14,724</b>	<b>-1,139</b>	<b>15,863</b>	<b>1,088</b>	<b>13,636</b>
Port St. Joe	3,741	296	3,445	0	3,741
Wewahitchka	1,992	11	1,981	0	1,992
UNINCORPORATED	8,991	-1,446	10,437	1,088	7,903
<b>Hamilton County</b>	<b>14,570</b>	<b>-229</b>	<b>14,799</b>	<b>2,295</b>	<b>12,275</b>
Jasper	2,644	-1,902	4,546	1,033	1,611
Jennings	869	-9	878	0	869
White Springs	822	45	777	0	822
UNINCORPORATED	10,235	1,637	8,598	1,262	8,973
<b>Hardee County</b>	<b>27,443</b>	<b>-288</b>	<b>27,731</b>	<b>1,676</b>	<b>25,767</b>
Bowling Green	2,913	-17	2,930	0	2,913
Wauchula	5,240	239	5,001	0	5,240
Zolfo Springs	1,790	-37	1,827	0	1,790
UNINCORPORATED	17,500	-473	17,973	1,676	15,824
<b>Hendry County</b>	<b>40,953</b>	<b>1,813</b>	<b>39,140</b>	<b>0</b>	<b>40,953</b>
Clewiston	8,021	866	7,155	0	8,021
LaBelle	5,151	511	4,640	0	5,151
UNINCORPORATED	27,781	436	27,345	0	27,781
<b>Hernando County</b>	<b>192,186</b>	<b>19,408</b>	<b>172,778</b>	<b>502</b>	<b>191,684</b>
Brooksville	8,983	1,264	7,719	0	8,983
Weeki Wachee	9	-3	12	0	9
UNINCORPORATED	183,194	18,147	165,047	502	182,692
<b>Highlands County</b>	<b>104,834</b>	<b>6,048</b>	<b>98,786</b>	<b>24</b>	<b>104,810</b>
Avon Park	11,201	2,365	8,836	0	11,201
Lake Placid	2,840	617	2,223	0	2,840
Sebring	11,208	717	10,491	0	11,208
UNINCORPORATED	79,585	2,349	77,236	24	79,561

**Florida Population Estimates by County and Municipality  
April 1, 2020**

Area	April 1, 2020 Population Estimate	Total Change	April 1, 2010 ¹ Census	April 1, 2020 Inmates	April 1, 2020 Estimate less Inmates
<b>Hillsborough County †</b>	<b>1,478,759</b>	<b>249,533</b>	<b>1,229,226</b>	<b>655</b>	<b>1,478,104</b>
Plant City	39,846	5,125	34,721	0	39,846
Tampa †	392,953	57,244	335,709	483	392,470
Temple Terrace	26,832	2,291	24,541	0	26,832
UNINCORPORATED	1,019,128	184,873	834,255	172	1,018,956
<b>Holmes County</b>	<b>20,001</b>	<b>74</b>	<b>19,927</b>	<b>1,489</b>	<b>18,512</b>
Bonifay	2,709	-84	2,793	0	2,709
Esto	367	3	364	0	367
Noma	182	-29	211	0	182
Ponce de Leon	541	-57	598	0	541
Westville	355	66	289	0	355
UNINCORPORATED	15,847	175	15,672	1,489	14,358
<b>Indian River County</b>	<b>158,834</b>	<b>20,806</b>	<b>138,028</b>	<b>0</b>	<b>158,834</b>
Fellsmere	5,668	471	5,197	0	5,668
Indian River Shores	4,378	477	3,901	0	4,378
Orchid	428	13	415	0	428
Sebastian	25,658	3,729	21,929	0	25,658
Vero Beach	16,869	1,646	15,223	0	16,869
UNINCORPORATED	105,833	14,470	91,363	0	105,833
<b>Jackson County †</b>	<b>46,587</b>	<b>-3,159</b>	<b>49,746</b>	<b>5,570</b>	<b>41,017</b>
Alford	490	1	489	0	490
Bascom	120	-1	121	0	120
Campbellton	214	-16	230	0	214
Cottondale	861	-72	933	0	861
Graceville	2,224	-54	2,278	0	2,224
Grand Ridge	835	-57	892	0	835
Greenwood	677	-9	686	0	677
Jacob City	274	24	250	0	274
Malone	1,777	-311	2,088	1,347	430
Marianna †	6,215	113	6,102	324	5,891
Sneads	1,701	-148	1,849	0	1,701
UNINCORPORATED	31,199	-2,629	33,828	3,899	27,300
<b>Jefferson County</b>	<b>14,394</b>	<b>-367</b>	<b>14,761</b>	<b>830</b>	<b>13,564</b>
Monticello	2,437	-69	2,506	0	2,437
UNINCORPORATED	11,957	-298	12,255	830	11,127
<b>Lafayette County</b>	<b>8,690</b>	<b>-180</b>	<b>8,870</b>	<b>1,397</b>	<b>7,293</b>
Mayo	1,217	-20	1,237	0	1,217
UNINCORPORATED	7,473	-160	7,633	1,397	6,076
<b>Lake County</b>	<b>366,742</b>	<b>69,695</b>	<b>297,047</b>	<b>1,034</b>	<b>365,708</b>
Astatula	1,921	111	1,810	0	1,921
Clermont	44,301	15,559	28,742	0	44,301
Eustis	21,594	3,036	18,558	0	21,594
Fruitland Park	10,206	6,128	4,078	0	10,206
Groveland	20,510	11,781	8,729	0	20,510
Howey-in-the-Hills	1,702	604	1,098	0	1,702
Lady Lake	15,754	1,828	13,926	0	15,754
Leesburg	24,539	4,422	20,117	0	24,539
Mascotte	6,447	1,346	5,101	0	6,447
Minneola	13,175	3,772	9,403	0	13,175
Montverde	1,901	438	1,463	0	1,901
Mount Dora	15,200	2,830	12,370	0	15,200
Tavares	17,395	3,444	13,951	0	17,395
Umatilla	4,196	740	3,456	0	4,196
UNINCORPORATED	167,901	13,656	154,245	1,034	166,867

**Florida Population Estimates by County and Municipality**  
**April 1, 2020**

Area	April 1, 2020 Population Estimate	Total Change	April 1, 2010 ¹ Census	April 1, 2020 Inmates	April 1, 2020 Estimate less Inmates
<b>Lee County</b>	<b>750,493</b>	<b>131,739</b>	<b>618,754</b>	<b>221</b>	<b>750,272</b>
Bonita Springs	55,645	11,788	43,857	6	55,639
Cape Coral	187,307	33,002	154,305	28	187,279
Estero	33,120	33,120	0	0	33,120
Fort Myers	92,599	30,301	62,298	15	92,584
Fort Myers Beach	6,558	281	6,277	0	6,558
Sanibel	6,849	380	6,469	0	6,849
UNINCORPORATED	368,415	22,867	345,548	172	368,243
<b>Leon County</b>	<b>299,484</b>	<b>23,997</b>	<b>275,487</b>	<b>1,210</b>	<b>298,274</b>
Tallahassee	198,627	17,251	181,376	1,210	197,417
UNINCORPORATED	100,857	6,746	94,111	0	100,857
<b>Levy County</b>	<b>41,699</b>	<b>898</b>	<b>40,801</b>	<b>0</b>	<b>41,699</b>
Bronson	1,181	68	1,113	0	1,181
Cedar Key	726	24	702	0	726
Chiefland	2,217	-28	2,245	0	2,217
Fanning Springs (part)	517	31	486	0	517
Inglis	1,305	-20	1,325	0	1,305
Otter Creek	118	-16	134	0	118
Williston	2,906	138	2,768	0	2,906
Yankeetown	509	7	502	0	509
UNINCORPORATED	32,220	694	31,526	0	32,220
<b>Liberty County</b>	<b>8,575</b>	<b>210</b>	<b>8,365</b>	<b>1,749</b>	<b>6,826</b>
Bristol	912	-84	996	0	912
UNINCORPORATED	7,663	294	7,369	1,749	5,914
<b>Madison County</b>	<b>18,954</b>	<b>-270</b>	<b>19,224</b>	<b>1,334</b>	<b>17,620</b>
Greenville	756	-87	843	21	735
Lee	335	-17	352	0	335
Madison	2,899	-150	3,049	0	2,899
UNINCORPORATED	14,964	-16	14,980	1,313	13,651
<b>Manatee County</b>	<b>398,503</b>	<b>75,670</b>	<b>322,833</b>	<b>136</b>	<b>398,367</b>
Anna Maria	1,617	114	1,503	0	1,617
Bradenton	58,621	9,075	49,546	37	58,584
Bradenton Beach	1,188	17	1,171	0	1,188
Holmes Beach	3,913	77	3,836	0	3,913
Longboat Key (part)	2,481	83	2,398	0	2,481
Palmetto	13,661	1,055	12,606	0	13,661
UNINCORPORATED	317,022	65,249	251,773	99	316,923
<b>Marion County</b>	<b>368,135</b>	<b>36,832</b>	<b>331,303</b>	<b>5,323</b>	<b>362,812</b>
Belleview	5,330	838	4,492	5	5,325
Dunnellon	1,864	131	1,733	0	1,864
McIntosh	486	34	452	0	486
Ocala	62,023	5,708	56,315	216	61,807
Reddick	577	71	506	0	577
UNINCORPORATED	297,855	30,050	267,805	5,102	292,753
<b>Martin County</b>	<b>161,301</b>	<b>14,983</b>	<b>146,318</b>	<b>2,060</b>	<b>159,241</b>
Indiantown	6,822	6,822	0	0	6,822
Jupiter Island	847	30	817	0	847
Ocean Breeze	428	73	355	0	428
Sewall's Point	2,127	131	1,996	0	2,127
Stuart	16,793	1,200	15,593	24	16,769
UNINCORPORATED	134,284	6,727	127,557	2,036	132,248



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<b>Miami-Dade County †</b>	<b>2,832,794</b>	<b>336,337</b>	<b>2,496,457</b>	<b>9,491</b>	<b>2,823,303</b>
Aventura	38,041	2,279	35,762	0	38,041
Bal Harbour	2,932	419	2,513	0	2,932
Bay Harbor Islands	6,091	463	5,628	0	6,091
Biscayne Park	3,181	126	3,055	0	3,181
Coral Gables	51,133	4,357	46,776	0	51,133
Cutler Bay	45,480	5,194	40,286	0	45,480
Doral	71,314	25,605	45,709	0	71,314
El Portal	2,146	-179	2,325	0	2,146
Florida City	13,405	2,160	11,245	0	13,405
Golden Beach	943	24	919	0	943
Hialeah	239,956	15,289	224,667	0	239,956
Hialeah Gardens	23,644	1,900	21,744	0	23,644
Homestead	76,334	15,825	60,509	17	76,317
Indian Creek	87	1	86	0	87
Islandia	0	-18	18	0	0
Key Biscayne	12,925	581	12,344	0	12,925
Medley	995	157	838	0	995
Miami †	497,924	98,416	399,508	2,945	494,979
Miami Beach	94,161	6,383	87,778	0	94,161
Miami Gardens	114,363	7,197	107,166	0	114,363
Miami Lakes	32,299	2,938	29,361	11	32,288
Miami Shores	10,817	324	10,493	0	10,817
Miami Springs	14,255	446	13,809	0	14,255
North Bay Village	9,064	1,927	7,137	0	9,064
North Miami	65,089	6,177	58,912	0	65,089
North Miami Beach	47,722	6,199	41,523	0	47,722
Opa-locka	18,090	2,871	15,219	0	18,090
Palmetto Bay	24,870	1,462	23,408	0	24,870
Pinecrest	18,619	396	18,223	0	18,619
South Miami	12,900	1,243	11,657	0	12,900
Sunny Isles Beach	23,869	3,037	20,832	0	23,869
Surfside	5,997	253	5,744	0	5,997
Sweetwater	22,348	8,849	13,499	0	22,348
Virginia Gardens	2,439	64	2,375	0	2,439
West Miami	8,915	2,950	5,965	0	8,915
UNINCORPORATED	1,220,446	111,022	1,109,424	6,518	1,213,928
<b>Monroe County</b>	<b>77,823</b>	<b>4,733</b>	<b>73,090</b>	<b>0</b>	<b>77,823</b>
Islamorada, Village of Islands	6,400	281	6,119	0	6,400
Key Colony Beach	795	-2	797	0	795
Key West	24,868	219	24,649	0	24,868
Layton	186	2	184	0	186
Marathon	9,097	800	8,297	0	9,097
UNINCORPORATED	36,477	3,433	33,044	0	36,477
<b>Nassau County</b>	<b>89,258</b>	<b>15,944</b>	<b>73,314</b>	<b>70</b>	<b>89,188</b>
Callahan	1,347	224	1,123	0	1,347
Fernandina Beach	13,534	2,047	11,487	24	13,510
Hilliard	3,076	-10	3,086	0	3,076
UNINCORPORATED	71,301	13,683	57,618	46	71,255
<b>Okaloosa County</b>	<b>203,951</b>	<b>23,129</b>	<b>180,822</b>	<b>1,295</b>	<b>202,656</b>
Cinco Bayou	419	36	383	0	419
Crestview	26,178	5,200	20,978	0	26,178
Destin	13,480	1,175	12,305	0	13,480
Fort Walton Beach	21,064	1,557	19,507	0	21,064
Laurel Hill	590	53	537	0	590
Mary Esther	4,038	187	3,851	0	4,038
Niceville	14,976	2,227	12,749	0	14,976
Shalimar	844	127	717	0	844
Valparaiso	5,408	372	5,036	0	5,408
UNINCORPORATED	116,954	12,195	104,759	1,295	115,659
<b>Okeechobee County</b>	<b>42,112</b>	<b>2,116</b>	<b>39,996</b>	<b>2,417</b>	<b>39,695</b>
Okeechobee	5,688	67	5,621	0	5,688
UNINCORPORATED	36,424	2,049	34,375	2,417	34,007

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<b>Orange County †</b>	<b>1,415,260</b>	<b>269,304</b>	<b>1,145,956</b>	<b>3,265</b>	<b>1,411,995</b>
Apopka	53,632	12,090	41,542	0	53,632
Bay Lake	15	-32	47	0	15
Belle Isle	7,378	1,390	5,988	0	7,378
Eatonville	2,351	192	2,159	63	2,288
Edgewood	2,791	288	2,503	0	2,791
Lake Buena Vista	24	14	10	0	24
Maitland	21,113	5,362	15,751	0	21,113
Oakland	3,809	1,271	2,538	0	3,809
Ocoee	49,781	14,202	35,579	0	49,781
Orlando †	298,943	60,643	238,300	581	298,362
Windermere	3,024	562	2,462	0	3,024
Winter Garden	48,469	13,901	34,568	0	48,469
Winter Park	30,630	2,778	27,852	0	30,630
UNINCORPORATED	893,300	156,643	736,657	2,621	890,679
<b>Osceola County</b>	<b>387,055</b>	<b>118,370</b>	<b>268,685</b>	<b>313</b>	<b>386,742</b>
Kissimmee	75,644	15,962	59,682	171	75,473
St. Cloud	50,897	15,714	35,183	0	50,897
UNINCORPORATED	260,514	86,694	173,820	142	260,372
<b>Palm Beach County †</b>	<b>1,466,494</b>	<b>146,360</b>	<b>1,320,134</b>	<b>2,772</b>	<b>1,463,722</b>
Atlantis	2,055	50	2,005	0	2,055
Belle Glade	17,979	512	17,467	0	17,979
Boca Raton	95,139	10,747	84,392	0	95,139
Boynton Beach	78,495	10,278	68,217	0	78,495
Briny Breezes	600	-1	601	0	600
Cloud Lake	138	3	135	0	138
Delray Beach	67,168	6,646	60,522	0	67,168
Glen Ridge	235	16	219	0	235
Golf	275	23	252	0	275
Greenacres	39,945	2,372	37,573	0	39,945
Gulf Stream	1,032	246	786	0	1,032
Haverhill	2,090	217	1,873	0	2,090
Highland Beach	3,657	118	3,539	0	3,657
Hypoluxo	2,828	240	2,588	0	2,828
Juno Beach	3,463	287	3,176	0	3,463
Jupiter	63,188	8,032	55,156	0	63,188
Jupiter Inlet Colony	414	14	400	0	414
Lake Clarke Shores	3,426	50	3,376	0	3,426
Lake Park	8,912	757	8,155	0	8,912
Lake Worth	38,875	3,965	34,910	0	38,875
Lantana	12,081	1,658	10,423	19	12,062
Loxahatchee Groves	3,426	246	3,180	0	3,426
Manalapan	428	22	406	0	428
Mangonia Park	2,050	162	1,888	0	2,050
North Palm Beach	12,813	798	12,015	0	12,813
Ocean Ridge	1,854	68	1,786	0	1,854
Pahokee	5,847	198	5,649	338	5,509
Palm Beach	8,409	248	8,161	0	8,409
Palm Beach Gardens	56,709	8,269	48,440	0	56,709
Palm Beach Shores	1,251	109	1,142	0	1,251
Palm Springs	23,867	4,939	18,928	0	23,867
Riviera Beach	36,057	3,569	32,488	0	36,057
Royal Palm Beach	39,801	5,661	34,140	0	39,801
South Bay	5,271	395	4,876	1,909	3,362
South Palm Beach	1,460	102	1,358	0	1,460
Tequesta	5,874	245	5,629	0	5,874
Wellington	62,650	6,142	56,508	0	62,650
Westlake	951	951	0	0	951
West Palm Beach	116,781	16,438	100,343	165	116,616
UNINCORPORATED †	639,000	51,568	587,432	341	638,659

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<b>Pasco County</b>	<b>542,638</b>	<b>77,941</b>	<b>464,697</b>	<b>680</b>	<b>541,958</b>
Dade City	7,402	965	6,437	0	7,402
New Port Richey	16,935	2,024	14,911	0	16,935
Port Richey	3,047	376	2,671	0	3,047
St. Leo	1,380	40	1,340	0	1,380
San Antonio	1,343	205	1,138	0	1,343
Zephyrhills	17,092	3,804	13,288	0	17,092
UNINCORPORATED	495,439	70,527	424,912	680	494,759
<b>Pinellas County †</b>	<b>984,054</b>	<b>67,512</b>	<b>916,542</b>	<b>868</b>	<b>983,186</b>
Belleair	4,095	226	3,869	0	4,095
Belleair Beach	1,625	65	1,560	0	1,625
Belleair Bluffs	2,104	73	2,031	0	2,104
Belleair Shore	108	-1	109	0	108
Clearwater	118,017	10,332	107,685	0	118,017
Dunedin	37,869	2,548	35,321	6	37,863
Gulfport	12,598	569	12,029	0	12,598
Indian Rocks Beach	4,158	45	4,113	0	4,158
Indian Shores	1,479	59	1,420	0	1,479
Kenneth City	5,145	165	4,980	0	5,145
Largo	84,574	6,926	77,648	0	84,574
Madeira Beach	4,447	184	4,263	0	4,447
North Redington Beach	1,531	114	1,417	0	1,531
Oldsmar	14,998	1,407	13,591	0	14,998
Pinellas Park	54,202	5,123	49,079	0	54,202
Redington Beach	1,507	80	1,427	0	1,507
Redington Shores	2,182	61	2,121	0	2,182
Safety Harbor	17,696	812	16,884	6	17,690
St. Pete Beach	9,531	185	9,346	0	9,531
St. Petersburg	271,044	26,275	244,769	421	270,623
Seminole	19,705	2,472	17,233	0	19,705
South Pasadena	5,078	114	4,964	0	5,078
Tarpon Springs	25,937	2,453	23,484	0	25,937
Treasure Island	6,930	225	6,705	0	6,930
UNINCORPORATED †	277,494	7,000	270,494	435	277,059
<b>Polk County</b>	<b>715,090</b>	<b>112,995</b>	<b>602,095</b>	<b>3,159</b>	<b>711,931</b>
Auburndale	17,120	3,613	13,507	0	17,120
Bartow	20,757	3,459	17,298	156	20,601
Davenport	7,323	4,435	2,888	0	7,323
Dundee	5,159	1,442	3,717	0	5,159
Eagle Lake	2,785	530	2,255	0	2,785
Fort Meade	5,833	207	5,626	0	5,833
Frostproof	3,454	462	2,992	0	3,454
Haines City	27,268	6,708	20,560	0	27,268
Highland Park	266	36	230	0	266
Hillcrest Heights	243	-11	254	0	243
Lake Alfred	6,351	1,336	5,015	0	6,351
Lake Hamilton	1,556	325	1,231	0	1,556
Lakeland	109,238	11,816	97,422	0	109,238
Lake Wales	16,386	2,161	14,225	0	16,386
Mulberry	4,100	283	3,817	0	4,100
Polk City	2,490	928	1,562	0	2,490
Winter Haven	47,044	13,170	33,874	0	47,044
UNINCORPORATED	437,717	62,095	375,622	3,003	434,714
<b>Putnam County</b>	<b>73,723</b>	<b>-641</b>	<b>74,364</b>	<b>464</b>	<b>73,259</b>
Crescent City	1,589	12	1,577	0	1,589
Interlachen	1,372	-31	1,403	0	1,372
Palatka	10,770	212	10,558	0	10,770
Pomona Park	883	-29	912	0	883
Welaka	723	22	701	0	723
UNINCORPORATED	58,386	-827	59,213	464	57,922

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<b>St. Johns County</b>	<b>261,900</b>	<b>71,861</b>	<b>190,039</b>	<b>138</b>	<b>261,762</b>
Hastings	0	-580	580	0	0
Marineland (part)	2	2	0	0	2
St. Augustine	15,306	2,331	12,975	0	15,306
St. Augustine Beach	6,852	676	6,176	0	6,852
UNINCORPORATED	239,740	69,432	170,308	138	239,602
<b>St. Lucie County</b>	<b>322,265</b>	<b>44,476</b>	<b>277,789</b>	<b>108</b>	<b>322,157</b>
Fort Pierce	44,476	2,886	41,590	31	44,445
Port St. Lucie	202,914	38,311	164,603	6	202,908
St. Lucie Village	661	71	590	0	661
UNINCORPORATED	74,214	3,208	71,006	71	74,143
<b>Santa Rosa County</b>	<b>184,653</b>	<b>33,281</b>	<b>151,372</b>	<b>4,968</b>	<b>179,685</b>
Gulf Breeze	5,910	147	5,763	0	5,910
Jay	527	-6	533	0	527
Milton	10,767	1,941	8,826	77	10,690
UNINCORPORATED	167,449	31,199	136,250	4,891	162,558
<b>Sarasota County</b>	<b>438,816</b>	<b>59,368</b>	<b>379,448</b>	<b>6</b>	<b>438,810</b>
Longboat Key (part)	4,617	127	4,490	0	4,617
North Port	77,561	20,204	57,357	0	77,561
Sarasota	57,683	5,766	51,917	6	57,677
Venice	24,016	3,268	20,748	0	24,016
UNINCORPORATED	274,939	30,003	244,936	0	274,939
<b>Seminole County</b>	<b>476,727</b>	<b>54,009</b>	<b>422,718</b>	<b>131</b>	<b>476,596</b>
Altamonte Springs	45,304	3,808	41,496	0	45,304
Casselberry	30,341	4,100	26,241	5	30,336
Lake Mary	17,633	3,811	13,822	0	17,633
Longwood	16,036	2,379	13,657	0	16,036
Oviedo	40,145	6,803	33,342	0	40,145
Sanford	61,791	8,221	53,570	1	61,790
Winter Springs	38,760	5,478	33,282	0	38,760
UNINCORPORATED	226,717	19,409	207,308	125	226,592
<b>Sumter County</b>	<b>141,422</b>	<b>48,002</b>	<b>93,420</b>	<b>7,650</b>	<b>133,772</b>
Bushnell	2,566	148	2,418	0	2,566
Center Hill	1,164	176	988	0	1,164
Coleman	734	31	703	0	734
Webster	790	5	785	0	790
Wildwood	17,354	10,645	6,709	0	17,354
UNINCORPORATED	118,814	36,997	81,817	7,650	111,164
<b>Suwannee County</b>	<b>45,463</b>	<b>3,912</b>	<b>41,551</b>	<b>1,986</b>	<b>43,477</b>
Branford	743	31	712	0	743
Live Oak	6,893	43	6,850	0	6,893
UNINCORPORATED	37,827	3,838	33,989	1,986	35,841
<b>Taylor County</b>	<b>22,436</b>	<b>-134</b>	<b>22,570</b>	<b>2,283</b>	<b>20,153</b>
Perry	6,937	-80	7,017	0	6,937
UNINCORPORATED	15,499	-54	15,553	2,283	13,216
<b>Union County</b>	<b>15,410</b>	<b>-125</b>	<b>15,535</b>	<b>4,792</b>	<b>10,618</b>
Lake Butler	1,758	-139	1,897	0	1,758
Raiford	242	-13	255	0	242
Worthington Springs	377	-30	407	0	377
UNINCORPORATED	13,033	57	12,976	4,792	8,241

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<b>Volusia County</b>	<b>551,588</b>	<b>56,995</b>	<b>494,593</b>	<b>1,802</b>	<b>549,786</b>
Daytona Beach	70,235	9,230	61,005	29	70,206
Daytona Beach Shores	4,489	242	4,247	0	4,489
DeBary	21,973	2,653	19,320	0	21,973
DeLand	37,043	10,012	27,031	0	37,043
Deltona	93,677	8,495	85,182	0	93,677
Edgewater	23,818	3,068	20,750	0	23,818
Flagler Beach (part)	60	0	60	0	60
Holly Hill	12,398	739	11,659	0	12,398
Lake Helen	2,849	225	2,624	0	2,849
New Smyrna Beach	28,594	6,130	22,464	0	28,594
Oak Hill	2,110	318	1,792	0	2,110
Orange City	12,436	1,837	10,599	0	12,436
Ormond Beach	41,782	3,645	38,137	5	41,777
Pierson	1,869	133	1,736	0	1,869
Ponce Inlet	3,205	173	3,032	0	3,205
Port Orange	62,832	6,784	56,048	0	62,832
South Daytona	13,007	755	12,252	0	13,007
UNINCORPORATED	119,211	2,556	116,655	1,768	117,443
<b>Wakulla County</b>	<b>33,981</b>	<b>3,205</b>	<b>30,776</b>	<b>2,971</b>	<b>31,010</b>
St. Marks	345	52	293	0	345
Sopchoppy	515	58	457	0	515
UNINCORPORATED	33,121	3,095	30,026	2,971	30,150
<b>Walton County</b>	<b>74,724</b>	<b>19,681</b>	<b>55,043</b>	<b>1,478</b>	<b>73,246</b>
DeFuniak Springs	5,653	476	5,177	25	5,628
Freeport	5,765	3,978	1,787	0	5,765
Paxton	608	-36	644	0	608
UNINCORPORATED	62,698	15,263	47,435	1,453	61,245
<b>Washington County</b>	<b>25,334</b>	<b>438</b>	<b>24,896</b>	<b>1,969</b>	<b>23,365</b>
Caryville	293	-118	411	0	293
Chipley	3,601	-4	3,605	0	3,601
Ebro	240	-30	270	0	240
Vernon	733	46	687	0	733
Wausau	310	-73	383	0	310
UNINCORPORATED	20,157	617	19,540	1,969	18,188
<b>Florida †</b>	<b>21,596,068</b>	<b>2,794,736</b>	<b>18,801,332</b>	<b>112,659</b>	<b>21,483,409</b>
Incorporated †	10,907,959	1,454,778	9,453,181	16,696	10,891,263
Unincorporated †	10,688,109	1,339,958	9,348,151	95,963	10,592,146

¹ The April 1, 2010 census counts include all corrections resulting from the U.S. Census Bureau's 2010 Census Count Question Resolution (CQR) Program received by the Florida Legislative Office of Economic and Demographic Research as of February 11, 2014.

² The city of Estero was incorporated as of December 31, 2014.

³ The village of Indiantown was incorporated as of December 31, 2017.

⁴ The city of Islandia was disincorporated as of March 6, 2012.

⁵ The city of Westlake was incorporated as of June 20, 2016.

⁶ The city of Hastings was disincorporated as of February 28, 2018.

† Inmates figure updated October 23, 2020. The April 1, 2020 population estimate was updated accordingly.

The estimate less inmates was not affected.

Source: University of Florida, Bureau of Economic and Business Research, 10/26/2020.

DOWNLOADED FROM THE EDR WEBSITE ON MARCH 22, 2021



**Office of Management and Budget**

115 S. Andrews Avenue, Room 404 • Fort Lauderdale, Florida 33301 • 954-357-6345 • FAX 954-357-6364

April 21, 2021

Dear Municipality:

Attached are the amendments to two interlocal gas tax agreements requiring approval by your municipal governing board no later than June 1, 2021. The two attached amendments for those gas tax agreements are required to adjust each City's percentage share based on updated population figures until they expire in 2024 and 2031. As a reminder, the "Original" Six Cents Local Option Gas Tax was renewed in 2018 for a period of 30 years from FY19-FY48. The updated BEBR population figures and the share of proceeds for FY22 are attached for your information.

Summary of Amendments

The two interlocal agreements and amendments are described below:

- The "additional" local option gas tax agreement levied in 1994 provides for Cities to receive 51.27% of three cents of gas tax. The Cities' share of this gas tax has increased over the years due to annexations, however, there were no annexations of populated areas effective September 2020 so the Cities' share of the three cents of gas tax will remain the same as last year. As a result, this amendment adjusts each City's percentage share of the 51.27% based on updated population figures.
- The "transit gas tax" agreement levied in 2001 provides for Cities to receive 26% of the proceeds of one cent of gas tax. This amendment includes adjustments to each City's percentage share based on updated population figures.

Revisions to Population Figures

The two interlocal agreements provide for the distribution of gas taxes among the Cities based on population figures published annually by the University of Florida Bureau of Economics and Business Research. The interlocal agreements also provide for the population numbers to be revised annually using the most current published figures.

Please place the two amendments on the agenda for approval by the municipal governing board as soon as possible and **return the signed agreement and a copy of your municipal resolution** to the County no later than June 1, 2021. This year we are accepting verifiable digital signatures, available through programs like DocuSign and Adobe. **Once we receive a majority of signed agreements from the cities, our County Attorney's office will execute the agreements and return an executed complete document which includes the agreement, county signature page and city signature pages for your records.** If you have any questions about the amendments, please contact Elise Cooper from the County's Office of Management and Budget at 954-357-6360.

Attached are copies of the above discussed amendments. **Please return three executed originals of each amendment which includes the agreement, city signature page, and a copy of your municipal resolution** to:

Trevor Fisher, Acting Director  
Broward County Public Works Department  
Attention: Highway and Bridge Maintenance Division  
1600 N.W. 30th Ave. (Blount Road)  
Pompano Beach, FL 33069  
Ph. (954) 357-6040

Sincerely,  
Norman Foster, Director  
Office of Management and Budget



Broward County Board of County Commissioners

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

# CITY OF DANIA BEACH

## Agenda Request Item

**Type of Request:** Resolution

**Continued from:**

### Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING EXECUTION BY THE PROPER CITY OFFICIALS OF THE 2021 AMENDMENT TO AN INTERLOCAL AGREEMENT EXISTING BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY OF DANIA BEACH, FLORIDA; A COPY OF WHICH AGREEMENT IS ATTACHED AND INCORPORATED BY REFERENCE AS EXHIBIT “A”, WHICH AGREEMENT PROVIDES FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE (3) CENT LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE TO THE PARTICIPATING MUNICIPALITIES

### Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

### Fiscal Impact/Cost Summary

### Exhibits Attached

DFA-21-022 Annual Gas Tax - Interlocal Agreement with Broward County, R-2021-Broward County 3 Cents Gas Tax, GASTAX3_2021 Amendment ex 1 - ADA, Gas Tax Memo to Cities_2021



**CITY OF DANIA BEACH  
FINANCE DEPARTMENT  
MEMORANDUM**

TO: Honorable Mayor and Commissioners DFA-21-017

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

BY: Adam Segal, Deputy Finance Director

VIA: Frank DiPaolo, Finance Director

DATE: April 22, 2021

SUBJECT: Annual County Interlocal Agreements for Gas Tax Allocations

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**Request**

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

**Background**

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

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

	County	Cities		Dania Beach		
				<u>Current</u>	<u>New</u>	<u>Change</u>
6-cent	62.50%	37.50%		0.625571%	0.630237%	0.004666%
5-cent	74.00%	26.00%	½ cash	0.433729%	0.436965%	0.003236%
			½ shuttle grants			
3-cent	48.73%	51.27%		0.855281%	0.861661%	0.00638%

These have to be approved each year by the Commission other than the 6 cent local option gas tax which was renewed in 2018 for a period of 30 years through 2048.

**Budgetary Impact**

The City could risk losing important revenue worth more than \$300,000 if not approved.



**Recommendation**

The Administration recommends Commission consideration and approval of the five (5) cent and the three (3) cent annual County Interlocal Agreements. The 6-cent agreement does not need a resolution because of the reason stated above.

## **RESOLUTION NO. 2021-066**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING EXECUTION BY THE PROPER CITY OFFICIALS OF THE 2021 AMENDMENT TO AN INTERLOCAL AGREEMENT EXISTING BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY OF DANIA BEACH, FLORIDA; A COPY OF WHICH AGREEMENT IS ATTACHED AND INCORPORATED BY REFERENCE AS EXHIBIT "A", WHICH AGREEMENT PROVIDES FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE (3) CENT LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE TO THE PARTICIPATING MUNICIPALITIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, a county may, upon a majority vote of the applicable county commission, pursuant to Section 336.025(1)(b), Florida Statutes, in order to extend the levy of an additional three-cent local option gas tax upon every gallon of motor fuel sold in the County for a period not to exceed thirty (30) years, extend the levy and authorize an agreement with participating municipalities; and

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

**WHEREAS**, the method for distribution of the three cent gas tax proceeds is established by an Interlocal Agreement with Municipalities representing a majority of the population of the incorporated area within the County ("Interlocal Agreement"); and

**WHEREAS**, Paragraph 3 of the underlying Interlocal Agreement requires an annual adjustment of the division and distribution of the proceeds based upon the population of the individual municipalities and unincorporated Broward County in accordance with the population figures set forth in the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida ("BEBR Figures"); and

**WHEREAS**, due to the delay in finalizing the decennial census numbers, Broward County will utilize the BEBR Figures available as of March 22, 2021, which have not been updated to include the decennial census numbers; and

**WHEREAS**, due to the lag in updated census information the first amendment to the underlying interlocal agreement reflects the use of the BEBR Figures in calculating the base population;

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

**Section 1.** That certain 2021 Amendment to the Interlocal Agreement existing between Broward County, Florida and the City of Dania Beach, Florida, providing for Division and Distribution of the Proceeds from the Broward County Additional Three (3) Cent Local Option Gas Tax on Motor Fuel Ordinance, in substantial form as Exhibit “A”, attached, is approved and the proper City officials are authorized to execute it.

**Section 2.** That the City Manager and City Attorney are authorized to make minor revisions to the 2021 Amendment as are deemed necessary and proper for the best interests of the City.

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

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

**PASSED and ADOPTED** May 11, 2021.

ATTEST:

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THOMAS SCHNEIDER, CMC  
CITY CLERK

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TAMARA JAMES  
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

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THOMAS J. ANSBRO  
CITY ATTORNEY

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND  
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL  
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

This 2021 Amendment to Interlocal Agreement ("2021 Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the municipalities executing a signature page bearing the above legend, each of which is a municipal corporation existing under the laws of the State of Florida, (each a "Municipality" and, collectively "Municipalities"). County and Municipalities are collectively referred to as the "Parties."

**RECITALS**

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

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

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

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

E. Due to the delay in finalizing the decennial census numbers, the Parties must utilize the BEBR Figures available as of March 22, 2021, which have not been updated to include the decennial census numbers.

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

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

2. Forty-eight and Seventy-three One-hundredths percent (48.73%) of the

total proceeds from the additional three-cent local option fuel tax shall be divided and distributed to the County, and the remaining Fifty-one and Twenty-seven One-hundredths percent (51.27%) of the total proceeds from the additional three-cent local option fuel tax shall be divided among and distributed to the eligible municipalities within the County as follows:

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

<b>Recipient</b>	<b>FY22 Percent Share of Proceeds</b>
Coconut Creek	1.572815%
Cooper City	0.909565%
Coral Springs	3.457422%
Dania Beach	0.861661%
Davie	2.809792%
Deerfield Beach	2.144536%
Fort Lauderdale	5.063804%
Hallandale Beach	1.068416%
Hillsboro Beach	0.051809%
Hollywood	4.060705%
Lauderdale-by-the-Sea	0.168641%
Lauderdale Lakes	0.976995%
Lauderhill	1.939358%
Lazy Lake	0.000748%
Lighthouse Point	0.281808%
Margate	1.587472%
Miramar	3.714462%
North Lauderdale	1.218308%
Oakland Park	1.222587%
Parkland	0.947867%
Pembroke Park	0.170460%
Pembroke Pines	4.518911%
Plantation	2.428698%
Pompano Beach	3.020854%
Sea Ranch Lakes	0.018242%
Southwest Ranches	0.208254%
Sunrise	2.523143%
Tamarac	1.767695%
Weston	1.803777%
West Park	0.407306%
Wilton Manors	0.343889%
<b>Total Incorporated</b>	<b>51.270000%</b>

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

3. The population figures set out herein are based on the figures contained in the document referred to as the “Florida Estimates of Population,” published on an annual basis by the Bureau of Economics and Business Research, Population Division, University of Florida available as of March 22, 2021, attach hereto as **Exhibit A**. The population figures to be utilized in the formula described in Paragraph 2 of this Interlocal Agreement for the division and distribution of the proceeds from the additional three-cent local option fuel tax shall be adjusted annually based on the then-current “Florida Estimates of Population.”

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

<b>Recipient</b>	<b>BEBR Population 4/1/20</b>
Coconut Creek	58,803
Cooper City	34,006
Coral Springs	129,263
Dania Beach	32,215
Davie	105,050
Deerfield Beach	80,178
Fort Lauderdale	189,321
Hallandale Beach	39,945
Hillsboro Beach	1,937
Hollywood	151,818
Lauderdale-by-the-Sea	6,305
Lauderdale Lakes	36,527
Lauderhill	72,507
Lazy Lake	28
Lighthouse Point	10,536
Margate	59,351
Miramar	138,873
North Lauderdale	45,549
Oakland Park	45,709
Parkland	35,438
Pembroke Park	6,373
Pembroke Pines	168,949
Plantation	90,802
Pompano Beach	112,941
Sea Ranch Lakes	682
Southwest Ranches	7,786

<b>Recipient</b>	<b>BEBR Population 4/1/20</b>
Sunrise	94,333
Tamarac	66,089
Weston	67,438
West Park	15,228
Wilton Manors	12,857
<b>Total Incorporated</b>	<b>1,916,837</b>
<b>Unincorporated Area</b>	<b>15,375</b>
<b>Total County</b>	<b>1,932,212</b>

3. This 2021 Amendment shall be effective as of the date it is executed by the County after having previously been executed by Municipalities cumulatively representing a majority of the incorporated area population of the County. The amended population figures and share of proceeds shall take effect as provided by applicable law.

4. In the event any provision within this 2021 Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or any executing Municipality necessary to maintain the cumulative majority referenced in the preceding paragraph elects to terminate the Interlocal Agreement. The election to terminate pursuant to this provision must be made within seven (7) days after such court ruling; provided, however, that if a timely notice appealing the court ruling is filed, the election shall be held in abeyance until the appeal is determined or dismissed.

5. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2021 Amendment and the Interlocal Agreement, as previously amended, the Parties acknowledge that this 2021 Amendment shall control.

6. This 2021 Amendment may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND  
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL  
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

**MUNICIPALITY**

WITNESSES:

Municipality: DANIA BEACH

_____

By _____  
Mayor-Commissioner

_____

____ day of _____, 20__

ATTEST:

By _____  
Municipal Clerk

_____  
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____  
Municipal Attorney



**EXHIBIT A**  
**2021 Amendment**

Florida Estimates of Population  
Bureau of Economic and Business Research, Population Division  
University of Florida  
Retrieved March 22, 2021

**Florida Population Estimates by County and Municipality  
April 1, 2020**

Area	April 1, 2020 Population Estimate	Total Change	April 1, 2010 ¹ Census	April 1, 2020 Inmates	April 1, 2020 Estimate less Inmates
<b>Alachua County †</b>	<b>271,588</b>	<b>24,252</b>	<b>247,336</b>	<b>1,132</b>	<b>270,456</b>
Alachua	10,470	1,411	9,059	0	10,470
Archer	1,204	86	1,118	0	1,204
Gainesville †	135,097	10,621	124,476	663	134,434
Hawthorne	1,463	46	1,417	0	1,463
High Springs	6,652	1,302	5,350	0	6,652
La Crosse	395	35	360	0	395
Micanopy	669	69	600	0	669
Newberry	6,873	1,923	4,950	0	6,873
Waldo	958	-57	1,015	0	958
UNINCORPORATED †	107,807	8,816	98,991	469	107,338
<b>Baker County †</b>	<b>28,532</b>	<b>1,417</b>	<b>27,115</b>	<b>2,421</b>	<b>26,111</b>
Glen St. Mary	457	20	437	0	457
Macclenny	7,186	812	6,374	0	7,186
UNINCORPORATED †	20,889	585	20,304	2,421	18,468
<b>Bay County</b>	<b>174,410</b>	<b>5,558</b>	<b>168,852</b>	<b>1,110</b>	<b>173,300</b>
Callaway	14,662	257	14,405	0	14,662
Lynn Haven	20,235	1,742	18,493	5	20,230
Mexico Beach	773	-299	1,072	0	773
Panama City	34,517	-988	35,505	98	34,419
Panama City Beach	13,691	1,673	12,018	0	13,691
Parker	3,865	-452	4,317	0	3,865
Springfield	8,938	35	8,903	0	8,938
UNINCORPORATED	77,729	3,590	74,139	1,007	76,722
<b>Bradford County</b>	<b>28,725</b>	<b>205</b>	<b>28,520</b>	<b>3,827</b>	<b>24,898</b>
Brooker	330	-8	338	0	330
Hampton	499	-1	500	0	499
Lawtey	728	-2	730	0	728
Starke	5,460	11	5,449	11	5,449
UNINCORPORATED	21,708	205	21,503	3,816	17,892
<b>Brevard County</b>	<b>606,671</b>	<b>63,295</b>	<b>543,376</b>	<b>185</b>	<b>606,486</b>
Cape Canaveral	10,342	430	9,912	0	10,342
Cocoa	19,327	2,187	17,140	0	19,327
Cocoa Beach	11,391	160	11,231	0	11,391
Grant-Valkaria	4,492	642	3,850	0	4,492
Indialantic	2,882	162	2,720	0	2,882
Indian Harbour Beach	8,751	526	8,225	0	8,751
Malabar	3,033	276	2,757	0	3,033
Melbourne	84,402	8,197	76,205	29	84,373
Melbourne Beach	3,150	49	3,101	0	3,150
Melbourne Village	677	15	662	0	677
Palm Bay	118,568	15,378	103,190	0	118,568
Palm Shores	1,137	237	900	0	1,137
Rockledge	27,946	3,020	24,926	17	27,929
Satellite Beach	10,887	778	10,109	0	10,887
Titusville	48,685	4,924	43,761	7	48,678
West Melbourne	25,385	7,030	18,355	0	25,385
UNINCORPORATED	225,616	19,284	206,332	132	225,484
<b>Broward County †</b>	<b>1,932,212</b>	<b>184,146</b>	<b>1,748,066</b>	<b>887</b>	<b>1,931,325</b>
Coconut Creek	58,803	5,894	52,909	0	58,803
Cooper City †	34,006	5,459	28,547	6	34,000
Coral Springs	129,263	8,167	121,096	0	129,263
Dania Beach	32,215	2,576	29,639	0	32,215
Davie	105,050	13,058	91,992	6	105,044
Deerfield Beach	80,178	5,160	75,018	0	80,178
Fort Lauderdale	189,321	23,800	165,521	33	189,288
Hallandale Beach	39,945	2,832	37,113	0	39,945
Hillsboro Beach	1,937	62	1,875	0	1,937
Hollywood	151,818	11,050	140,768	0	151,818
Lauderdale-By-The-Sea	6,305	249	6,056	0	6,305
Lauderdale Lakes	36,527	3,934	32,593	0	36,527
Lauderhill	72,507	5,620	66,887	0	72,507
Lazy Lake	28	4	24	0	28
Lighthouse Point	10,536	192	10,344	0	10,536

**Florida Population Estimates by County and Municipality**  
**April 1, 2020**

Area	April 1, 2020 Population Estimate	Total Change	April 1, 2010 ¹ Census	April 1, 2020 Inmates	April 1, 2020 Estimate less Inmates
Margate	59,351	6,067	53,284	0	59,351
Miramar	138,873	16,832	122,041	0	138,873
North Lauderdale	45,549	4,526	41,023	0	45,549
Oakland Park	45,709	4,346	41,363	0	45,709
Parkland	35,438	11,476	23,962	0	35,438
Pembroke Park	6,373	271	6,102	0	6,373
Pembroke Pines	168,949	14,930	154,019	623	168,326
Plantation	90,802	5,847	84,955	0	90,802
Pompano Beach	112,941	13,096	99,845	140	112,801
Sea Ranch Lakes	682	12	670	0	682
Southwest Ranches	7,786	441	7,345	0	7,786
Sunrise	94,333	9,894	84,439	0	94,333
Tamarac	66,089	5,662	60,427	0	66,089
Weston	67,438	2,105	65,333	0	67,438
West Park	15,228	1,072	14,156	0	15,228
Wilton Manors	12,857	1,225	11,632	0	12,857
UNINCORPORATED	15,375	-1,713	17,088	79	15,296
<b>Calhoun County</b>	<b>14,489</b>	<b>-136</b>	<b>14,625</b>	<b>1,569</b>	<b>12,920</b>
Altha	536	0	536	0	536
Blountstown	2,414	-100	2,514	0	2,414
UNINCORPORATED	11,539	-36	11,575	1,569	9,970
<b>Charlotte County</b>	<b>187,904</b>	<b>27,926</b>	<b>159,978</b>	<b>1,242</b>	<b>186,662</b>
Punta Gorda	20,405	3,764	16,641	0	20,405
UNINCORPORATED	167,499	24,162	143,337	1,242	166,257
<b>Citrus County</b>	<b>149,383</b>	<b>8,147</b>	<b>141,236</b>	<b>118</b>	<b>149,265</b>
Crystal River	3,190	82	3,108	0	3,190
Inverness	7,375	165	7,210	0	7,375
UNINCORPORATED	138,818	7,900	130,918	118	138,700
<b>Clay County</b>	<b>219,575</b>	<b>28,710</b>	<b>190,865</b>	<b>0</b>	<b>219,575</b>
Green Cove Springs	8,054	1,146	6,908	0	8,054
Keystone Heights	1,385	35	1,350	0	1,385
Orange Park	8,692	280	8,412	0	8,692
Penney Farms	789	40	749	0	789
UNINCORPORATED	200,655	27,209	173,446	0	200,655
<b>Collier County</b>	<b>387,450</b>	<b>65,930</b>	<b>321,520</b>	<b>14</b>	<b>387,436</b>
Everglades	430	30	400	0	430
Marco Island	17,595	1,182	16,413	0	17,595
Naples	21,063	1,526	19,537	0	21,063
UNINCORPORATED	348,362	63,192	285,170	14	348,348
<b>Columbia County †</b>	<b>70,617</b>	<b>3,086</b>	<b>67,531</b>	<b>3,518</b>	<b>67,099</b>
Fort White	605	38	567	0	605
Lake City †	12,303	257	12,046	291	12,012
UNINCORPORATED	57,709	2,791	54,918	3,227	54,482
<b>DeSoto County</b>	<b>37,082</b>	<b>2,220</b>	<b>34,862</b>	<b>2,326</b>	<b>34,756</b>
Arcadia	7,986	349	7,637	0	7,986
UNINCORPORATED	29,096	1,871	27,225	2,326	26,770
<b>Dixie County</b>	<b>16,663</b>	<b>241</b>	<b>16,422</b>	<b>1,678</b>	<b>14,985</b>
Cross City	1,726	-2	1,728	0	1,726
Horseshoe Beach	169	0	169	0	169
UNINCORPORATED	14,768	243	14,525	1,678	13,090
<b>Duval County</b>	<b>982,080</b>	<b>117,817</b>	<b>864,263</b>	<b>590</b>	<b>981,490</b>
Atlantic Beach	13,824	1,169	12,655	0	13,824
Baldwin	1,419	-6	1,425	0	1,419
Jacksonville	936,250	114,466	821,784	590	935,660
Jacksonville Beach	23,394	2,032	21,362	0	23,394
Neptune Beach	7,193	156	7,037	0	7,193

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<b>Escambia County</b>	<b>323,714</b>	<b>26,095</b>	<b>297,619</b>	<b>2,353</b>	<b>321,361</b>
Century	1,782	84	1,698	0	1,782
Pensacola	55,498	3,575	51,923	22	55,476
UNINCORPORATED	266,434	22,436	243,998	2,331	264,103
<b>Flagler County</b>	<b>114,173</b>	<b>18,477</b>	<b>95,696</b>	<b>0</b>	<b>114,173</b>
Beverly Beach	382	44	338	0	382
Bunnell	3,507	831	2,676	0	3,507
Flagler Beach (part)	4,700	276	4,424	0	4,700
Marineland (part)	6	-10	16	0	6
Palm Coast	89,437	14,257	75,180	0	89,437
UNINCORPORATED	16,141	3,079	13,062	0	16,141
<b>Franklin County</b>	<b>11,864</b>	<b>315</b>	<b>11,549</b>	<b>1,252</b>	<b>10,612</b>
Apalachicola	2,350	119	2,231	0	2,350
Carrabelle	2,640	-138	2,778	987	1,653
UNINCORPORATED	6,874	334	6,540	265	6,609
<b>Gadsden County †</b>	<b>46,226</b>	<b>-163</b>	<b>46,389</b>	<b>3,033</b>	<b>43,193</b>
Chattahoochee †	3,302	-350	3,652	999	2,303
Greensboro	611	9	602	0	611
Gretna	1,667	207	1,460	0	1,667
Havana	1,880	126	1,754	0	1,880
Midway	3,467	463	3,004	0	3,467
Quincy	7,919	-53	7,972	403	7,516
UNINCORPORATED †	27,380	-565	27,945	1,631	25,749
<b>Gilchrist County</b>	<b>18,269</b>	<b>1,330</b>	<b>16,939</b>	<b>777</b>	<b>17,492</b>
Bell	542	86	456	0	542
Fanning Springs (part)	389	111	278	0	389
Trenton	2,234	235	1,999	0	2,234
UNINCORPORATED	15,104	898	14,206	777	14,327
<b>Glades County</b>	<b>13,609</b>	<b>725</b>	<b>12,884</b>	<b>958</b>	<b>12,651</b>
Moore Haven	1,778	98	1,680	0	1,778
UNINCORPORATED	11,831	627	11,204	958	10,873
<b>Gulf County</b>	<b>14,724</b>	<b>-1,139</b>	<b>15,863</b>	<b>1,088</b>	<b>13,636</b>
Port St. Joe	3,741	296	3,445	0	3,741
Wewahitchka	1,992	11	1,981	0	1,992
UNINCORPORATED	8,991	-1,446	10,437	1,088	7,903
<b>Hamilton County</b>	<b>14,570</b>	<b>-229</b>	<b>14,799</b>	<b>2,295</b>	<b>12,275</b>
Jasper	2,644	-1,902	4,546	1,033	1,611
Jennings	869	-9	878	0	869
White Springs	822	45	777	0	822
UNINCORPORATED	10,235	1,637	8,598	1,262	8,973
<b>Hardee County</b>	<b>27,443</b>	<b>-288</b>	<b>27,731</b>	<b>1,676</b>	<b>25,767</b>
Bowling Green	2,913	-17	2,930	0	2,913
Wauchula	5,240	239	5,001	0	5,240
Zolfo Springs	1,790	-37	1,827	0	1,790
UNINCORPORATED	17,500	-473	17,973	1,676	15,824
<b>Hendry County</b>	<b>40,953</b>	<b>1,813</b>	<b>39,140</b>	<b>0</b>	<b>40,953</b>
Clewiston	8,021	866	7,155	0	8,021
LaBelle	5,151	511	4,640	0	5,151
UNINCORPORATED	27,781	436	27,345	0	27,781
<b>Hernando County</b>	<b>192,186</b>	<b>19,408</b>	<b>172,778</b>	<b>502</b>	<b>191,684</b>
Brooksville	8,983	1,264	7,719	0	8,983
Weeki Wachee	9	-3	12	0	9
UNINCORPORATED	183,194	18,147	165,047	502	182,692
<b>Highlands County</b>	<b>104,834</b>	<b>6,048</b>	<b>98,786</b>	<b>24</b>	<b>104,810</b>
Avon Park	11,201	2,365	8,836	0	11,201
Lake Placid	2,840	617	2,223	0	2,840
Sebring	11,208	717	10,491	0	11,208
UNINCORPORATED	79,585	2,349	77,236	24	79,561

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<b>Hillsborough County †</b>	<b>1,478,759</b>	<b>249,533</b>	<b>1,229,226</b>	<b>655</b>	<b>1,478,104</b>
Plant City	39,846	5,125	34,721	0	39,846
Tampa †	392,953	57,244	335,709	483	392,470
Temple Terrace	26,832	2,291	24,541	0	26,832
UNINCORPORATED	1,019,128	184,873	834,255	172	1,018,956
<b>Holmes County</b>	<b>20,001</b>	<b>74</b>	<b>19,927</b>	<b>1,489</b>	<b>18,512</b>
Bonifay	2,709	-84	2,793	0	2,709
Esto	367	3	364	0	367
Noma	182	-29	211	0	182
Ponce de Leon	541	-57	598	0	541
Westville	355	66	289	0	355
UNINCORPORATED	15,847	175	15,672	1,489	14,358
<b>Indian River County</b>	<b>158,834</b>	<b>20,806</b>	<b>138,028</b>	<b>0</b>	<b>158,834</b>
Fellsmere	5,668	471	5,197	0	5,668
Indian River Shores	4,378	477	3,901	0	4,378
Orchid	428	13	415	0	428
Sebastian	25,658	3,729	21,929	0	25,658
Vero Beach	16,869	1,646	15,223	0	16,869
UNINCORPORATED	105,833	14,470	91,363	0	105,833
<b>Jackson County †</b>	<b>46,587</b>	<b>-3,159</b>	<b>49,746</b>	<b>5,570</b>	<b>41,017</b>
Alford	490	1	489	0	490
Bascom	120	-1	121	0	120
Campbellton	214	-16	230	0	214
Cottondale	861	-72	933	0	861
Graceville	2,224	-54	2,278	0	2,224
Grand Ridge	835	-57	892	0	835
Greenwood	677	-9	686	0	677
Jacob City	274	24	250	0	274
Malone	1,777	-311	2,088	1,347	430
Marianna †	6,215	113	6,102	324	5,891
Sneads	1,701	-148	1,849	0	1,701
UNINCORPORATED	31,199	-2,629	33,828	3,899	27,300
<b>Jefferson County</b>	<b>14,394</b>	<b>-367</b>	<b>14,761</b>	<b>830</b>	<b>13,564</b>
Monticello	2,437	-69	2,506	0	2,437
UNINCORPORATED	11,957	-298	12,255	830	11,127
<b>Lafayette County</b>	<b>8,690</b>	<b>-180</b>	<b>8,870</b>	<b>1,397</b>	<b>7,293</b>
Mayo	1,217	-20	1,237	0	1,217
UNINCORPORATED	7,473	-160	7,633	1,397	6,076
<b>Lake County</b>	<b>366,742</b>	<b>69,695</b>	<b>297,047</b>	<b>1,034</b>	<b>365,708</b>
Astatula	1,921	111	1,810	0	1,921
Clermont	44,301	15,559	28,742	0	44,301
Eustis	21,594	3,036	18,558	0	21,594
Fruitland Park	10,206	6,128	4,078	0	10,206
Groveland	20,510	11,781	8,729	0	20,510
Howey-in-the-Hills	1,702	604	1,098	0	1,702
Lady Lake	15,754	1,828	13,926	0	15,754
Leesburg	24,539	4,422	20,117	0	24,539
Mascotte	6,447	1,346	5,101	0	6,447
Minneola	13,175	3,772	9,403	0	13,175
Montverde	1,901	438	1,463	0	1,901
Mount Dora	15,200	2,830	12,370	0	15,200
Tavares	17,395	3,444	13,951	0	17,395
Umatilla	4,196	740	3,456	0	4,196
UNINCORPORATED	167,901	13,656	154,245	1,034	166,867

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<b>Lee County</b>	<b>750,493</b>	<b>131,739</b>	<b>618,754</b>	<b>221</b>	<b>750,272</b>
Bonita Springs	55,645	11,788	43,857	6	55,639
Cape Coral	187,307	33,002	154,305	28	187,279
Estero	33,120	33,120	0	0	33,120
Fort Myers	92,599	30,301	62,298	15	92,584
Fort Myers Beach	6,558	281	6,277	0	6,558
Sanibel	6,849	380	6,469	0	6,849
UNINCORPORATED	368,415	22,867	345,548	172	368,243
<b>Leon County</b>	<b>299,484</b>	<b>23,997</b>	<b>275,487</b>	<b>1,210</b>	<b>298,274</b>
Tallahassee	198,627	17,251	181,376	1,210	197,417
UNINCORPORATED	100,857	6,746	94,111	0	100,857
<b>Levy County</b>	<b>41,699</b>	<b>898</b>	<b>40,801</b>	<b>0</b>	<b>41,699</b>
Bronson	1,181	68	1,113	0	1,181
Cedar Key	726	24	702	0	726
Chiefland	2,217	-28	2,245	0	2,217
Fanning Springs (part)	517	31	486	0	517
Inglis	1,305	-20	1,325	0	1,305
Otter Creek	118	-16	134	0	118
Williston	2,906	138	2,768	0	2,906
Yankeetown	509	7	502	0	509
UNINCORPORATED	32,220	694	31,526	0	32,220
<b>Liberty County</b>	<b>8,575</b>	<b>210</b>	<b>8,365</b>	<b>1,749</b>	<b>6,826</b>
Bristol	912	-84	996	0	912
UNINCORPORATED	7,663	294	7,369	1,749	5,914
<b>Madison County</b>	<b>18,954</b>	<b>-270</b>	<b>19,224</b>	<b>1,334</b>	<b>17,620</b>
Greenville	756	-87	843	21	735
Lee	335	-17	352	0	335
Madison	2,899	-150	3,049	0	2,899
UNINCORPORATED	14,964	-16	14,980	1,313	13,651
<b>Manatee County</b>	<b>398,503</b>	<b>75,670</b>	<b>322,833</b>	<b>136</b>	<b>398,367</b>
Anna Maria	1,617	114	1,503	0	1,617
Bradenton	58,621	9,075	49,546	37	58,584
Bradenton Beach	1,188	17	1,171	0	1,188
Holmes Beach	3,913	77	3,836	0	3,913
Longboat Key (part)	2,481	83	2,398	0	2,481
Palmetto	13,661	1,055	12,606	0	13,661
UNINCORPORATED	317,022	65,249	251,773	99	316,923
<b>Marion County</b>	<b>368,135</b>	<b>36,832</b>	<b>331,303</b>	<b>5,323</b>	<b>362,812</b>
Belleview	5,330	838	4,492	5	5,325
Dunnellon	1,864	131	1,733	0	1,864
McIntosh	486	34	452	0	486
Ocala	62,023	5,708	56,315	216	61,807
Reddick	577	71	506	0	577
UNINCORPORATED	297,855	30,050	267,805	5,102	292,753
<b>Martin County</b>	<b>161,301</b>	<b>14,983</b>	<b>146,318</b>	<b>2,060</b>	<b>159,241</b>
Indiantown	6,822	6,822	0	0	6,822
Jupiter Island	847	30	817	0	847
Ocean Breeze	428	73	355	0	428
Sewall's Point	2,127	131	1,996	0	2,127
Stuart	16,793	1,200	15,593	24	16,769
UNINCORPORATED	134,284	6,727	127,557	2,036	132,248

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<b>Miami-Dade County †</b>	<b>2,832,794</b>	<b>336,337</b>	<b>2,496,457</b>	<b>9,491</b>	<b>2,823,303</b>
Aventura	38,041	2,279	35,762	0	38,041
Bal Harbour	2,932	419	2,513	0	2,932
Bay Harbor Islands	6,091	463	5,628	0	6,091
Biscayne Park	3,181	126	3,055	0	3,181
Coral Gables	51,133	4,357	46,776	0	51,133
Cutler Bay	45,480	5,194	40,286	0	45,480
Doral	71,314	25,605	45,709	0	71,314
El Portal	2,146	-179	2,325	0	2,146
Florida City	13,405	2,160	11,245	0	13,405
Golden Beach	943	24	919	0	943
Hialeah	239,956	15,289	224,667	0	239,956
Hialeah Gardens	23,644	1,900	21,744	0	23,644
Homestead	76,334	15,825	60,509	17	76,317
Indian Creek	87	1	86	0	87
Islandia	0	-18	18	0	0
Key Biscayne	12,925	581	12,344	0	12,925
Medley	995	157	838	0	995
Miami †	497,924	98,416	399,508	2,945	494,979
Miami Beach	94,161	6,383	87,778	0	94,161
Miami Gardens	114,363	7,197	107,166	0	114,363
Miami Lakes	32,299	2,938	29,361	11	32,288
Miami Shores	10,817	324	10,493	0	10,817
Miami Springs	14,255	446	13,809	0	14,255
North Bay Village	9,064	1,927	7,137	0	9,064
North Miami	65,089	6,177	58,912	0	65,089
North Miami Beach	47,722	6,199	41,523	0	47,722
Opa-locka	18,090	2,871	15,219	0	18,090
Palmetto Bay	24,870	1,462	23,408	0	24,870
Pinecrest	18,619	396	18,223	0	18,619
South Miami	12,900	1,243	11,657	0	12,900
Sunny Isles Beach	23,869	3,037	20,832	0	23,869
Surfside	5,997	253	5,744	0	5,997
Sweetwater	22,348	8,849	13,499	0	22,348
Virginia Gardens	2,439	64	2,375	0	2,439
West Miami	8,915	2,950	5,965	0	8,915
UNINCORPORATED	1,220,446	111,022	1,109,424	6,518	1,213,928
<b>Monroe County</b>	<b>77,823</b>	<b>4,733</b>	<b>73,090</b>	<b>0</b>	<b>77,823</b>
Islamorada, Village of Islands	6,400	281	6,119	0	6,400
Key Colony Beach	795	-2	797	0	795
Key West	24,868	219	24,649	0	24,868
Layton	186	2	184	0	186
Marathon	9,097	800	8,297	0	9,097
UNINCORPORATED	36,477	3,433	33,044	0	36,477
<b>Nassau County</b>	<b>89,258</b>	<b>15,944</b>	<b>73,314</b>	<b>70</b>	<b>89,188</b>
Callahan	1,347	224	1,123	0	1,347
Fernandina Beach	13,534	2,047	11,487	24	13,510
Hilliard	3,076	-10	3,086	0	3,076
UNINCORPORATED	71,301	13,683	57,618	46	71,255
<b>Okaloosa County</b>	<b>203,951</b>	<b>23,129</b>	<b>180,822</b>	<b>1,295</b>	<b>202,656</b>
Cinco Bayou	419	36	383	0	419
Crestview	26,178	5,200	20,978	0	26,178
Destin	13,480	1,175	12,305	0	13,480
Fort Walton Beach	21,064	1,557	19,507	0	21,064
Laurel Hill	590	53	537	0	590
Mary Esther	4,038	187	3,851	0	4,038
Niceville	14,976	2,227	12,749	0	14,976
Shalimar	844	127	717	0	844
Valparaiso	5,408	372	5,036	0	5,408
UNINCORPORATED	116,954	12,195	104,759	1,295	115,659
<b>Okeechobee County</b>	<b>42,112</b>	<b>2,116</b>	<b>39,996</b>	<b>2,417</b>	<b>39,695</b>
Okeechobee	5,688	67	5,621	0	5,688
UNINCORPORATED	36,424	2,049	34,375	2,417	34,007

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<b>Orange County †</b>	<b>1,415,260</b>	<b>269,304</b>	<b>1,145,956</b>	<b>3,265</b>	<b>1,411,995</b>
Apopka	53,632	12,090	41,542	0	53,632
Bay Lake	15	-32	47	0	15
Belle Isle	7,378	1,390	5,988	0	7,378
Eatonville	2,351	192	2,159	63	2,288
Edgewood	2,791	288	2,503	0	2,791
Lake Buena Vista	24	14	10	0	24
Maitland	21,113	5,362	15,751	0	21,113
Oakland	3,809	1,271	2,538	0	3,809
Ocoee	49,781	14,202	35,579	0	49,781
Orlando †	298,943	60,643	238,300	581	298,362
Windermere	3,024	562	2,462	0	3,024
Winter Garden	48,469	13,901	34,568	0	48,469
Winter Park	30,630	2,778	27,852	0	30,630
UNINCORPORATED	893,300	156,643	736,657	2,621	890,679
<b>Osceola County</b>	<b>387,055</b>	<b>118,370</b>	<b>268,685</b>	<b>313</b>	<b>386,742</b>
Kissimmee	75,644	15,962	59,682	171	75,473
St. Cloud	50,897	15,714	35,183	0	50,897
UNINCORPORATED	260,514	86,694	173,820	142	260,372
<b>Palm Beach County †</b>	<b>1,466,494</b>	<b>146,360</b>	<b>1,320,134</b>	<b>2,772</b>	<b>1,463,722</b>
Atlantis	2,055	50	2,005	0	2,055
Belle Glade	17,979	512	17,467	0	17,979
Boca Raton	95,139	10,747	84,392	0	95,139
Boynton Beach	78,495	10,278	68,217	0	78,495
Briny Breezes	600	-1	601	0	600
Cloud Lake	138	3	135	0	138
Delray Beach	67,168	6,646	60,522	0	67,168
Glen Ridge	235	16	219	0	235
Golf	275	23	252	0	275
Greenacres	39,945	2,372	37,573	0	39,945
Gulf Stream	1,032	246	786	0	1,032
Haverhill	2,090	217	1,873	0	2,090
Highland Beach	3,657	118	3,539	0	3,657
Hypoluxo	2,828	240	2,588	0	2,828
Juno Beach	3,463	287	3,176	0	3,463
Jupiter	63,188	8,032	55,156	0	63,188
Jupiter Inlet Colony	414	14	400	0	414
Lake Clarke Shores	3,426	50	3,376	0	3,426
Lake Park	8,912	757	8,155	0	8,912
Lake Worth	38,875	3,965	34,910	0	38,875
Lantana	12,081	1,658	10,423	19	12,062
Loxahatchee Groves	3,426	246	3,180	0	3,426
Manalapan	428	22	406	0	428
Mangonia Park	2,050	162	1,888	0	2,050
North Palm Beach	12,813	798	12,015	0	12,813
Ocean Ridge	1,854	68	1,786	0	1,854
Pahokee	5,847	198	5,649	338	5,509
Palm Beach	8,409	248	8,161	0	8,409
Palm Beach Gardens	56,709	8,269	48,440	0	56,709
Palm Beach Shores	1,251	109	1,142	0	1,251
Palm Springs	23,867	4,939	18,928	0	23,867
Riviera Beach	36,057	3,569	32,488	0	36,057
Royal Palm Beach	39,801	5,661	34,140	0	39,801
South Bay	5,271	395	4,876	1,909	3,362
South Palm Beach	1,460	102	1,358	0	1,460
Tequesta	5,874	245	5,629	0	5,874
Wellington	62,650	6,142	56,508	0	62,650
Westlake	951	951	0	0	951
West Palm Beach	116,781	16,438	100,343	165	116,616
UNINCORPORATED †	639,000	51,568	587,432	341	638,659



**Florida Population Estimates by County and Municipality**  
**April 1, 2020**

Area	April 1, 2020 Population Estimate	Total Change	April 1, 2010 ¹ Census	April 1, 2020 Inmates	April 1, 2020 Estimate less Inmates
<b>Pasco County</b>	<b>542,638</b>	<b>77,941</b>	<b>464,697</b>	<b>680</b>	<b>541,958</b>
Dade City	7,402	965	6,437	0	7,402
New Port Richey	16,935	2,024	14,911	0	16,935
Port Richey	3,047	376	2,671	0	3,047
St. Leo	1,380	40	1,340	0	1,380
San Antonio	1,343	205	1,138	0	1,343
Zephyrhills	17,092	3,804	13,288	0	17,092
UNINCORPORATED	495,439	70,527	424,912	680	494,759
<b>Pinellas County †</b>	<b>984,054</b>	<b>67,512</b>	<b>916,542</b>	<b>868</b>	<b>983,186</b>
Belleair	4,095	226	3,869	0	4,095
Belleair Beach	1,625	65	1,560	0	1,625
Belleair Bluffs	2,104	73	2,031	0	2,104
Belleair Shore	108	-1	109	0	108
Clearwater	118,017	10,332	107,685	0	118,017
Dunedin	37,869	2,548	35,321	6	37,863
Gulfport	12,598	569	12,029	0	12,598
Indian Rocks Beach	4,158	45	4,113	0	4,158
Indian Shores	1,479	59	1,420	0	1,479
Kenneth City	5,145	165	4,980	0	5,145
Largo	84,574	6,926	77,648	0	84,574
Madeira Beach	4,447	184	4,263	0	4,447
North Redington Beach	1,531	114	1,417	0	1,531
Oldsmar	14,998	1,407	13,591	0	14,998
Pinellas Park	54,202	5,123	49,079	0	54,202
Redington Beach	1,507	80	1,427	0	1,507
Redington Shores	2,182	61	2,121	0	2,182
Safety Harbor	17,696	812	16,884	6	17,690
St. Pete Beach	9,531	185	9,346	0	9,531
St. Petersburg	271,044	26,275	244,769	421	270,623
Seminole	19,705	2,472	17,233	0	19,705
South Pasadena	5,078	114	4,964	0	5,078
Tarpon Springs	25,937	2,453	23,484	0	25,937
Treasure Island	6,930	225	6,705	0	6,930
UNINCORPORATED †	277,494	7,000	270,494	435	277,059
<b>Polk County</b>	<b>715,090</b>	<b>112,995</b>	<b>602,095</b>	<b>3,159</b>	<b>711,931</b>
Auburndale	17,120	3,613	13,507	0	17,120
Bartow	20,757	3,459	17,298	156	20,601
Davenport	7,323	4,435	2,888	0	7,323
Dundee	5,159	1,442	3,717	0	5,159
Eagle Lake	2,785	530	2,255	0	2,785
Fort Meade	5,833	207	5,626	0	5,833
Frostproof	3,454	462	2,992	0	3,454
Haines City	27,268	6,708	20,560	0	27,268
Highland Park	266	36	230	0	266
Hillcrest Heights	243	-11	254	0	243
Lake Alfred	6,351	1,336	5,015	0	6,351
Lake Hamilton	1,556	325	1,231	0	1,556
Lakeland	109,238	11,816	97,422	0	109,238
Lake Wales	16,386	2,161	14,225	0	16,386
Mulberry	4,100	283	3,817	0	4,100
Polk City	2,490	928	1,562	0	2,490
Winter Haven	47,044	13,170	33,874	0	47,044
UNINCORPORATED	437,717	62,095	375,622	3,003	434,714
<b>Putnam County</b>	<b>73,723</b>	<b>-641</b>	<b>74,364</b>	<b>464</b>	<b>73,259</b>
Crescent City	1,589	12	1,577	0	1,589
Interlachen	1,372	-31	1,403	0	1,372
Palatka	10,770	212	10,558	0	10,770
Pomona Park	883	-29	912	0	883
Welaka	723	22	701	0	723
UNINCORPORATED	58,386	-827	59,213	464	57,922

**Florida Population Estimates by County and Municipality  
April 1, 2020**

Area	April 1, 2020 Population Estimate	Total Change	April 1, 2010 ¹ Census	April 1, 2020 Inmates	April 1, 2020 Estimate less Inmates
<b>St. Johns County</b>	<b>261,900</b>	<b>71,861</b>	<b>190,039</b>	<b>138</b>	<b>261,762</b>
Hastings	0	-580	580	0	0
Marineland (part)	2	2	0	0	2
St. Augustine	15,306	2,331	12,975	0	15,306
St. Augustine Beach	6,852	676	6,176	0	6,852
UNINCORPORATED	239,740	69,432	170,308	138	239,602
<b>St. Lucie County</b>	<b>322,265</b>	<b>44,476</b>	<b>277,789</b>	<b>108</b>	<b>322,157</b>
Fort Pierce	44,476	2,886	41,590	31	44,445
Port St. Lucie	202,914	38,311	164,603	6	202,908
St. Lucie Village	661	71	590	0	661
UNINCORPORATED	74,214	3,208	71,006	71	74,143
<b>Santa Rosa County</b>	<b>184,653</b>	<b>33,281</b>	<b>151,372</b>	<b>4,968</b>	<b>179,685</b>
Gulf Breeze	5,910	147	5,763	0	5,910
Jay	527	-6	533	0	527
Milton	10,767	1,941	8,826	77	10,690
UNINCORPORATED	167,449	31,199	136,250	4,891	162,558
<b>Sarasota County</b>	<b>438,816</b>	<b>59,368</b>	<b>379,448</b>	<b>6</b>	<b>438,810</b>
Longboat Key (part)	4,617	127	4,490	0	4,617
North Port	77,561	20,204	57,357	0	77,561
Sarasota	57,683	5,766	51,917	6	57,677
Venice	24,016	3,268	20,748	0	24,016
UNINCORPORATED	274,939	30,003	244,936	0	274,939
<b>Seminole County</b>	<b>476,727</b>	<b>54,009</b>	<b>422,718</b>	<b>131</b>	<b>476,596</b>
Altamonte Springs	45,304	3,808	41,496	0	45,304
Casselberry	30,341	4,100	26,241	5	30,336
Lake Mary	17,633	3,811	13,822	0	17,633
Longwood	16,036	2,379	13,657	0	16,036
Oviedo	40,145	6,803	33,342	0	40,145
Sanford	61,791	8,221	53,570	1	61,790
Winter Springs	38,760	5,478	33,282	0	38,760
UNINCORPORATED	226,717	19,409	207,308	125	226,592
<b>Sumter County</b>	<b>141,422</b>	<b>48,002</b>	<b>93,420</b>	<b>7,650</b>	<b>133,772</b>
Bushnell	2,566	148	2,418	0	2,566
Center Hill	1,164	176	988	0	1,164
Coleman	734	31	703	0	734
Webster	790	5	785	0	790
Wildwood	17,354	10,645	6,709	0	17,354
UNINCORPORATED	118,814	36,997	81,817	7,650	111,164
<b>Suwannee County</b>	<b>45,463</b>	<b>3,912</b>	<b>41,551</b>	<b>1,986</b>	<b>43,477</b>
Branford	743	31	712	0	743
Live Oak	6,893	43	6,850	0	6,893
UNINCORPORATED	37,827	3,838	33,989	1,986	35,841
<b>Taylor County</b>	<b>22,436</b>	<b>-134</b>	<b>22,570</b>	<b>2,283</b>	<b>20,153</b>
Perry	6,937	-80	7,017	0	6,937
UNINCORPORATED	15,499	-54	15,553	2,283	13,216
<b>Union County</b>	<b>15,410</b>	<b>-125</b>	<b>15,535</b>	<b>4,792</b>	<b>10,618</b>
Lake Butler	1,758	-139	1,897	0	1,758
Raiford	242	-13	255	0	242
Worthington Springs	377	-30	407	0	377
UNINCORPORATED	13,033	57	12,976	4,792	8,241

**Florida Population Estimates by County and Municipality**  
**April 1, 2020**

Area	April 1, 2020 Population Estimate	Total Change	April 1, 2010 ¹ Census	April 1, 2020 Inmates	April 1, 2020 Estimate less Inmates
<b>Volusia County</b>	<b>551,588</b>	<b>56,995</b>	<b>494,593</b>	<b>1,802</b>	<b>549,786</b>
Daytona Beach	70,235	9,230	61,005	29	70,206
Daytona Beach Shores	4,489	242	4,247	0	4,489
DeBary	21,973	2,653	19,320	0	21,973
DeLand	37,043	10,012	27,031	0	37,043
Deltona	93,677	8,495	85,182	0	93,677
Edgewater	23,818	3,068	20,750	0	23,818
Flagler Beach (part)	60	0	60	0	60
Holly Hill	12,398	739	11,659	0	12,398
Lake Helen	2,849	225	2,624	0	2,849
New Smyrna Beach	28,594	6,130	22,464	0	28,594
Oak Hill	2,110	318	1,792	0	2,110
Orange City	12,436	1,837	10,599	0	12,436
Ormond Beach	41,782	3,645	38,137	5	41,777
Pierson	1,869	133	1,736	0	1,869
Ponce Inlet	3,205	173	3,032	0	3,205
Port Orange	62,832	6,784	56,048	0	62,832
South Daytona	13,007	755	12,252	0	13,007
UNINCORPORATED	119,211	2,556	116,655	1,768	117,443
<b>Wakulla County</b>	<b>33,981</b>	<b>3,205</b>	<b>30,776</b>	<b>2,971</b>	<b>31,010</b>
St. Marks	345	52	293	0	345
Sopchoppy	515	58	457	0	515
UNINCORPORATED	33,121	3,095	30,026	2,971	30,150
<b>Walton County</b>	<b>74,724</b>	<b>19,681</b>	<b>55,043</b>	<b>1,478</b>	<b>73,246</b>
DeFuniak Springs	5,653	476	5,177	25	5,628
Freeport	5,765	3,978	1,787	0	5,765
Paxton	608	-36	644	0	608
UNINCORPORATED	62,698	15,263	47,435	1,453	61,245
<b>Washington County</b>	<b>25,334</b>	<b>438</b>	<b>24,896</b>	<b>1,969</b>	<b>23,365</b>
Caryville	293	-118	411	0	293
Chipley	3,601	-4	3,605	0	3,601
Ebro	240	-30	270	0	240
Vernon	733	46	687	0	733
Wausau	310	-73	383	0	310
UNINCORPORATED	20,157	617	19,540	1,969	18,188
<b>Florida †</b>	<b>21,596,068</b>	<b>2,794,736</b>	<b>18,801,332</b>	<b>112,659</b>	<b>21,483,409</b>
Incorporated †	10,907,959	1,454,778	9,453,181	16,696	10,891,263
Unincorporated †	10,688,109	1,339,958	9,348,151	95,963	10,592,146

¹ The April 1, 2010 census counts include all corrections resulting from the U.S. Census Bureau's 2010 Census Count Question Resolution (CQR) Program received by the Florida Legislative Office of Economic and Demographic Research as of February 11, 2014.

² The city of Estero was incorporated as of December 31, 2014.

³ The village of Indiantown was incorporated as of December 31, 2017.

⁴ The city of Islandia was disincorporated as of March 6, 2012.

⁵ The city of Westlake was incorporated as of June 20, 2016.

⁶ The city of Hastings was disincorporated as of February 28, 2018.

† Inmates figure updated October 23, 2020. The April 1, 2020 population estimate was updated accordingly.

The estimate less inmates was not affected.

Source: University of Florida, Bureau of Economic and Business Research, 10/26/2020.

DOWNLOADED FROM THE EDR WEBSITE ON MARCH 22, 2021



**Office of Management and Budget**

115 S. Andrews Avenue, Room 404 • Fort Lauderdale, Florida 33301 • 954-357-6345 • FAX 954-357-6364

April 21, 2021

Dear Municipality:

Attached are the amendments to two interlocal gas tax agreements requiring approval by your municipal governing board no later than June 1, 2021. The two attached amendments for those gas tax agreements are required to adjust each City's percentage share based on updated population figures until they expire in 2024 and 2031. As a reminder, the "Original" Six Cents Local Option Gas Tax was renewed in 2018 for a period of 30 years from FY19-FY48. The updated BEBR population figures and the share of proceeds for FY22 are attached for your information.

Summary of Amendments

The two interlocal agreements and amendments are described below:

- The "additional" local option gas tax agreement levied in 1994 provides for Cities to receive 51.27% of three cents of gas tax. The Cities' share of this gas tax has increased over the years due to annexations, however, there were no annexations of populated areas effective September 2020 so the Cities' share of the three cents of gas tax will remain the same as last year. As a result, this amendment adjusts each City's percentage share of the 51.27% based on updated population figures.
- The "transit gas tax" agreement levied in 2001 provides for Cities to receive 26% of the proceeds of one cent of gas tax. This amendment includes adjustments to each City's percentage share based on updated population figures.

Revisions to Population Figures

The two interlocal agreements provide for the distribution of gas taxes among the Cities based on population figures published annually by the University of Florida Bureau of Economics and Business Research. The interlocal agreements also provide for the population numbers to be revised annually using the most current published figures.

Please place the two amendments on the agenda for approval by the municipal governing board as soon as possible and **return the signed agreement and a copy of your municipal resolution** to the County no later than June 1, 2021. This year we are accepting verifiable digital signatures, available through programs like DocuSign and Adobe. **Once we receive a majority of signed agreements from the cities, our County Attorney's office will execute the agreements and return an executed complete document which includes the agreement, county signature page and city signature pages for your records.** If you have any questions about the amendments, please contact Elise Cooper from the County's Office of Management and Budget at 954-357-6360.

Attached are copies of the above discussed amendments. **Please return three executed originals of each amendment which includes the agreement, city signature page, and a copy of your municipal resolution** to:

Trevor Fisher, Acting Director  
Broward County Public Works Department  
Attention: Highway and Bridge Maintenance Division  
1600 N.W. 30th Ave. (Blount Road)  
Pompano Beach, FL 33069  
Ph. (954) 357-6040

Sincerely,  
Norman Foster, Director  
Office of Management and Budget



Broward County Board of County Commissioners

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

# 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 FOR SERVICES TO BE PURCHASED FROM MULTI MEDIA MARKETING ASSOCIATES, INC. FOR PROFESSIONAL MEDIA SERVICES FOR FISCAL YEAR 2020-2021 THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH EXPENDITURES TO BE MADE WITHIN THE VARIOUS USER DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

### Purchasing Requests ONLY

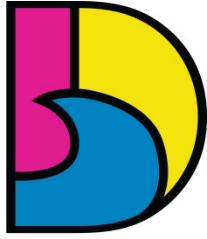
Dept:	Acct #:	Amt:
Fund:		

### Fiscal Impact/Cost Summary

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### Exhibits Attached

C-MEMO-MMMAInc-EXCEED25k-051121 Finance 4-21-21, R-2021- Multi Media Marketing Associates Professional Media Services to Exceed \$25K, Multi Media Marketing Associates Consulting Agreement for Social Media e...



DANIA BEACH  
SEA IT. LIVE IT. LOVE IT.

## CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

### MEMORANDUM

**DATE:** May 11, 2021

**TO:** Honorable Mayor and Commissioners

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

**FROM:** Fernando J. Rodriguez, Public Services Director

**RE: RESOLUTION TO AUTHORIZE EXCEEDING THE SINGLE VENDOR ANNUAL THRESHOLD  
FOR MULTIMEDIA MARKETING ASSOCIATES INC.**

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#### **Request**

The Public Services Department (PSD) requests the adoption of the attached resolution authorizing the surpassing of the annual single vendor threshold for services provided by Multimedia Marketing Associates Inc. (Multimedia).

#### **Background**

Multimedia was selected by the City through a competitive process in December 2019. The firm provides a host of social media communication consultations and postings, website and newsletters, as well as print, video, online and collateral material. These ongoing services are provided across all City departments. It is projected that the current fiscal year's services and associated fees will exceed the single vendor annual threshold of \$25,000, thus requiring Commission authorization.

#### **Budgetary Impact**

Funding will be appropriated within the respective departments' budgets.

#### **Recommendation**

PSD recommends the City Commission approval of the resolution authorizing that the annual single vendor threshold of \$25,000 may be exceeded.

## **RESOLUTION NO. 2021-067**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR SERVICES TO BE PURCHASED FROM MULTI MEDIA MARKETING ASSOCIATES, INC. FOR PROFESSIONAL MEDIA SERVICES FOR FISCAL YEAR 2020-2021 THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH EXPENDITURES TO BE MADE WITHIN THE VARIOUS USER DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids, if she is authorized to do so in advance by a resolution adopted by the City Commission; and

**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 varied, cross departmental and necessary media services provided by Multi Media Marketing Associates Inc. (Multi Media) are projected to continue through the current fiscal year; and

**WHEREAS**, the total expenditures will exceed the annual Twenty-Five Thousand Dollars (\$25,000.00) City purchasing threshold for a single vendor and, therefore, City 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 professional services from Multi Media in an amount exceeding the Twenty Five Thousand Dollars (\$25,000.00) purchase threshold for a single vendor for fiscal year 2020-21.

**Section 3.** That the funding for these services shall be appropriated within the respective departments' budgets.

**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 May 11, 2021.

ATTEST:

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THOMAS SCHNEIDER, CMC  
CITY CLERK

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TAMARA JAMES  
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

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THOMAS J. ANSBRO  
CITY ATTORNEY



## AGREEMENT

THIS IS AN AGREEMENT (the "Agreement") entered into on December 6, 2019, between the City of Dania Beach, Florida, a Florida municipal corporation, (the "City") with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Multi Media Marketing Associates Inc., a Florida corporation (the "Consultant"), with an address of 20841 Johnson Street, Suite 111, Pembroke Pines, Florida 33029.

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

1. Scope of Services. The Consultant agrees to provide support services ("Services" or "Work") associated with the City's social media pages, update the City's website and provide graphic design services as needed. This Agreement encompasses by this reference, all City Request for Proposal ("RFP") documents and Consultant's response to it; provided, however that if there is any conflict between the terms of the Agreement and the Consultant's response to City, the Agreement is controlling. The Services assigned may include, but may not be limited to, the following tasks:

- a) Consultant shall assist and support in-house staff with a Social Media Citizen Engagement Strategy, Website updating and Graphic Design services.
- b) Consultant shall collaborate and provide advice for social media communications on the City's Social Media accounts (Facebook, Instagram and Twitter) and increase citizen engagement.
- c) Consultant shall actively post and respond to comments on behalf of the City.
- d) Consultant shall provide informative and relevant content for the City's Information Channel.
- e) Consultant shall design and produce print, video, online and all collateral materials.
- f) Consultant shall rely upon its experience from working in Broward County and South Florida municipalities on social media issues as an advisor.
- g) Consultant shall assist in the creation of social media content including video for the City, with editorial calendars and content scheduling for social media and update websites.
- h) Consultant shall provide graphic design services for the creation and design of websites, social media, brochures, newsletters, magazines, resident communications (digital and print), power point/key note presentations, and public notices.

2. Subcontracts. It is expressly agreed to by the parties that the City shall approve in advance in writing any Subconsultants and the fees to be paid them by Consultant, prior to any such Subconsultant proceeding with any such work.

3. Term. The term of this Agreement shall be through and including September 30, 2021. The parties, upon mutual written agreement, have the option to renew for a two (2) year period.

4. Payment for Services. City agrees to pay Consultant on a monthly basis for actual hours worked on various tasks, based the Fee Schedule attached as Exhibit "A" and incorporated into the Agreement by this reference.

No travel and meal costs will be reimbursable unless incurred outside of Miami-Dade, Broward and Palm Beach Counties, which costs shall be approved in writing in advance by the City. Any such costs are payable at the City reimbursement rate.

4.1. Any necessary additional work, as determined by City, which is not covered by the approved written proposal, shall not be undertaken without a written amendment to this Agreement executed by both parties in advance of any work.

4.2. Consultant shall submit its invoices in the format and with supporting documentation as may be required by City.

4.3. City shall pay Consultant monthly for services rendered within thirty (30) calendar days from date of approval of each of Consultant's invoices by the City Manager. If any errors or omissions are discovered in any invoice, City will inform Consultant and request revised copies of all such documents. If any disagreement arises as to payment of any portion of an invoice, City agrees to pay all undisputed portions and the parties agree to cooperate by promptly conferring to resolve the disputed portion.

4.4. Any invoice which is not timely paid in compliance with the Florida Prompt Payment law will be subject to the accrual of interest at the statutory rate prescribed by applicable Florida law.

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

(a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from such property, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant or its Subconsultants, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;

(b) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent, copyright or trademark rights by Consultant or its Subconsultants in the performance of the work;

(c) liens and claims made by the Consultant or its Subconsultants; and

6. Insurance Requirements. The Consultant shall not commence Work under the contract until Consultant has obtained all insurance required under this Article. The Consultant shall not allow any employee of Consultant or any Subconsultant to commence Work until all Coverages required have been obtained and approved by the Risk Manager of the City. In addition, Consultant shall be responsible for any and all policy deductibles and self-insured retentions.

**All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract.** The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to City. If this coverage is not provided, then Consultant is responsible for providing such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City in writing.

Coverages shall be in force until all Work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the contract, including any applicable warranty period, then in that event, the Consultant shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the contract, including any extension of it, and including any applicable warranty period, is in effect. **THE CONSULTANT SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE CONTRACT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE CONTRACT OR ELSEWHERE IN THE PROPOSAL DOCUMENTS CONCERNING CONSULTANT DELAY.**

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

**GENERAL LIABILITY INSURANCE** is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.

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

- "The City of Dania Beach, Florida" is to be added as a named "Additional Insured";

**WORKERS' COMPENSATION INSURANCE** shall be maintained by Consultant and any Subconsultants during the life of the Agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of Consultant (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Consultant, its employees, and Subconsultants.

In the case any work is sublet as otherwise addressed in the Agreement or Bid Documents, the Consultant shall require any Subconsultants similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Consultant, by furnishing statutory limits Part A, and Employers' Liability Part B with limits of \$100,000.00 each accident, \$100,000.00 each employee and \$500,000.00 policy limit for disease.

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

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

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

7. Assignment of Agreement. The Consultant acknowledges, understands and agrees that its performance under this Agreement is or may be contingent upon the City receiving timely services from other consultants (the "Supporting Consultants"). The Consultant agrees to use its best efforts to coordinate its services with the services of the Supporting Consultants and further agrees that in the event the rendition of any services of any of the Supporting Consultants is delayed, such delay will not entitle the Consultant to any additional compensation or payment of any kind. Furthermore, the Consultant shall not be entitled to an increase in compensation, or be entitled to payment of any kind from the City, for damages or expenses incurred which are direct, indirect or consequential or other costs and lost profits of any kind including, but not limited to, costs of acceleration, inefficiency or extended overhead, arising because of any other delay, disruption, interruption, interference or hindrance from any cause whatsoever, whether such delay, disruption or interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Consultant for hindrances or delays caused solely by fraud, bad faith or active malicious interference on the part of the City. The Consultant shall only be entitled to extensions of time for performance as the exclusive and sole remedy for delay. In recognition of the fact that Consultant is not entitled to costs of acceleration arising out

of the delays caused by Supporting Consultants, Consultant shall not be required to accelerate its services where delays have resulted from Supporting Consultants, unless the City agrees to compensate Consultant for such accelerated efforts.

8. Public Records Law. Consultant shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation of support of any claim for reimbursement for any out-of-pocket expense or cost. The City shall have access to such books, records, documents and other evidence for inspection, audit and copying during normal business hours. The Consultant will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the City. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Agreement and Consultant acknowledges that such laws have possible application and agrees to comply with all such laws.

Upon request from the City custodian of public records, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

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

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

Any compensation due to Consultant shall be withheld until all records are received as provided in this Agreement.

Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

**Section 119.0701(2)(a), Florida Statutes**

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

<b>Custodian of Records:</b>	<b>THOMAS SCHNEIDER, CMC CITY CLERK</b>
<b>Mailing Address:</b>	<b>100 W. Dania Beach Boulevard Dania Beach, Florida 33004</b>
<b>Telephone number:</b>	<b>954-924-9800, Ext. 3624</b>
<b>Email:</b>	<b><u><a href="mailto:tschneider@daniabeachfl.gov">tschneider@daniabeachfl.gov</a></u></b>

9. Termination.

a. Termination of Agreement for Convenience. It is expressly understood and agreed that the City may terminate this Agreement at any time for any reason or no reason at all by giving the Consultant notice by certified mail, return receipt requested, directed to the principal office of the Consultant, thirty (30) days in advance of the termination date. In the event that the Agreement is terminated pursuant to this provision, the Consultant shall be entitled to be compensated for the services rendered from the effective date of execution of the Agreement up to the date of receipt of Notice of termination. Such compensation shall be based on the percentage of work completed, as fairly and reasonably determined by City after conferring with Consultant.

b. Termination of Agreement for Cause. If City elects to terminate the Agreement for cause, City will provide Consultant twenty (20) days' advance written notice to the Consultant. If Consultant promptly cures the matter giving rise to the cause within that time, this Agreement shall continue. If not timely cured, the Agreement will stand terminated and the City will pay Consultant for work completed less any costs, expenses and damages incurred by City as a result of such termination. If a court of competent jurisdiction determines that the termination was not authorized under the circumstances then the termination shall be deemed to be a termination for convenience.

10. Ownership of Documents. All correspondence, studies, data, analyses, documents, instruments, applications, memorandums and the like, including drawings and specifications prepared or furnished by Consultant (and any Subconsultant) pursuant to this Agreement shall become owned by and be the property of the City and the City shall consequently obtain ownership of them by any statutory law or common law and other reserved

rights, including copyright; however, such documents are not intended or represented by Consultant to be suitable for reuse by City on extensions of the work or on any other work or project. Any such reuse, modification or adaptation of such document without written verification or permission by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant or to any Subconsultants. If City alters any such documents, City will expressly acknowledge same so that no third party will be in doubt as to the creation or origination of any such document.

11. Notices. Except as provided above, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. 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 in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

City: Candido Sosa-Cruz, Assistant City Manager  
City of Dania Beach, Florida  
100 West Dania Beach Boulevard  
Dania Beach, Florida 33004

With a copy to: Thomas J. Ansbros, City Attorney  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, Florida 33004

Consultant: Jose Luya  
Multi Media Marketing Associates, Inc.  
20841 Johnson Street, Suite 111  
Pembroke Pines, Florida 33029

12. Governing Law. The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

13. Bankruptcy. It is agreed upon that if the Consultant is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective upon the date and at the time the bankruptcy petition is filed. Upon such filing of Bankruptcy, Consultant will automatically be in default of this Agreement and the provisions of Article 9 will be enforced at City's discretion.

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

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

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

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

16. Attorney Fees and Costs. If City or Consultant incurs any expense in enforcing the terms of this Agreement, whether suit is brought or not, each party shall bear its own costs and expenses including, but not limited to, court costs and attorney fees.

17. Headings. Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

18. Exhibits. Each exhibit referred to in this Agreement forms an essential part of this Agreement and each such exhibit is incorporated by this reference.

19. Severability. If any provision of this Agreement or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

20. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

21. Consultant, any Subconsultants and their respective employees and agents shall be and remain independent Consultants and not employees of City with respect to all of the acts and services performed under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties to this Agreement. All agents, employees and Subconsultants of



the Consultant retained to perform services pursuant to this Agreement shall comply with all laws of the United States concerning work eligibility.

22. The Consultant understands and agrees that the City, during any fiscal year, is not authorized to expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year and that any contract, verbal or written, made in violation of this subsection is null and void and that consequently, no money may be paid on such contract beyond such limits. Nothing contained in this Agreement shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Consultant shall not proceed with services under this Agreement without City's written verification that the funds necessary for Consultant compensation and other necessary expenditures are budgeted as available within the appropriate fiscal year budget.

23. Consultant warrants and represents that no elected official, officer, agent or employee of the City has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it and, further, that no City employee who acts in the City of Dania Beach as a "purchasing agent" as defined in Chapter 112, Florida Statutes, nor any elected or appointed officer of the City of Dania Beach, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the Consultant and, further, that no such City employee, purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Consultant. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Consultant.

24. Consultant shall comply with all federal, state and City laws applicable to the Consultant services and specifically those covering Equal Opportunity Employment, the Americans with Disabilities Act ("ADA") eligibility to perform services as specified in the Florida Public Entity Crime law and the Florida Building Code. The Consultant is expected to fully comply with all provisions of all laws and the City reserves the right to verify the Consultant's compliance with them. Failure to comply with any laws will be grounds for termination of the Agreement for cause.

25. In the event of any conflict between any provisions of this Agreement and any provision in any attached Exhibit, the parties agree that the provisions of this Agreement are controlling (including, but not limited to, all terms and provisions governing compensation). Further, any prior Agreement related to the services is rescinded and replaced by this Agreement.

26. Consultant agrees to perform its obligations under this Agreement in accordance with the degree of skill and care exercised by multi media consultants performing similar services under similar conditions. Consultant makes no other representations and no warranties, whether express or implied, with respect to the quality of its performance under this Agreement.

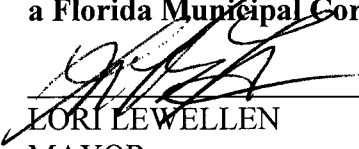
IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

ATTEST:

  
THOMAS SCHNEIDER, CMC  
CITY CLERK



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

  
LORI LEWELLEN  
MAYOR

  
ANA M. GARCIA, ICMA-CM  
CITY MANAGER

Dated: 12-5, 2019.

APPROVED FOR FORM AND CORRECTNESS:

  
THOMAS J. ANSBRO  
CITY ATTORNEY

WITNESSES:

[Signature]  
SIGNATURE

Margie Luyk  
PRINT Name

[Signature]  
SIGNATURE  
Luis Corillo  
PRINT Name

CONSULTANT:  
Multi Media Marketing Associates, Inc.  
a Florida Corporation

[Signature]  
SIGNATURE

Jose Luyk  
PRINT Name

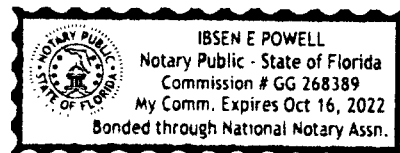
President/CEO  
Title

STATE OF FLORIDA  
COUNTY OF Broward

The foregoing instrument was acknowledged before me on December 3 2019, by Jose Luyk, as President of Multi Media Marketing Associates, Inc., a Florida corporation, on behalf of the company. He/she is personally known to me or produced _____ as identification and did (did not) take an oath.

My Commission Expires:

[Signature]  
NOTARY PUBLIC  
State of Florida



**EXHIBIT “A”**

**FEE SCHEDULE**

<b>Labor/Task Category</b>	<b>Rate</b>	<b>Unit</b>
Creative Director/Marketing Specialist	\$85.00	Hour
Artist/Graphic Designer	\$50.00	Hour
Web Designer	\$50.00	Hour
Web Developer	\$65.00	Hour
Social Media Specialist	\$48.00	Hour
Content Strategist	\$57.00	Hour
Video (Cameraman/DP)	\$60.00	Hour
Video Editor	\$89.00	Hour

# CITY OF DANIA BEACH

## Agenda Request Item

**Type of Request:** Consent Agenda

**Continued from:**

### Requested Action (Identify appropriate Action or Motion)

TO ADOPT AND APPROVE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE SUBSTITUTION OF THE CONTRACT AGREEMENT FOR ENGINEERING CONSULTING SERVICES FOR ENGINEERING DESIGN SERVICES, BIDDING SUPPORT, DESIGN SERVICES DURING CONSTRUCTION, AND PROJECT CERTIFICATION FOR THE SOUTHEAST DRAINAGE PROJECT – PHASE II TO WSP USA, INC., IN THE AMOUNT NOT TO EXCEED EIGHT HUNDRED EIGHTY THOUSAND FOUR HUNDRED SEVENTY ONE DOLLARS AND EIGHTY SEVEN CENTS (\$880,471.87); AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE SUBSTITUTE AGREEMENT; 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-SEDRAINAGEDSIGN-WSP-051121 DRAFT1revFJR.final, R-2021- WSP USA, Inc. Substitution of Contract Agreement for SE Drainage Project - Phase II Engineering Consulting Services, Municipal 202 - Consultant Agreement SE Drainage project final



**CITY OF DANIA BEACH  
PUBLIC SERVICES DEPARTMENT**

**MEMORANDUM**

**DATE:** May 11, 2021

**TO:** Honorable Mayor and Commissioners

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

**FROM:** Fernando J. Rodriguez, Public Services Director  
Dincer Akin Ozaydin, Deputy Public Services Director/ City Engineer

**RE: Requesting Authorization to Approve the Substitution of the Contract For Engineering Consulting Services For Engineering Design Services, Bidding Support, Design Services During Construction and Project Certification for the Southeast Drainage Project – Phase II with WSP USA, Inc.**

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**Request**

The Public Services Department (PSD) requests approval of the substituted contract for WSP USA, Inc., in association with the engineering consulting services contract for the Southeast Drainage Project.

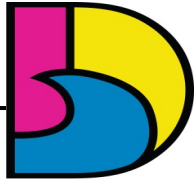
**Background**

On February 25, 2020, the City Commission authorized the award of RFQ No. 19-014 to WSP USA, Inc. for engineering design, services, bidding support, design services during construction, and project certification for the Southeast Drainage Project – Phase II.

PSD and WSP USA, Inc. negotiated a contract that the City Commission awarded by Resolution 2020-072 on July 28, 2020. At the time the project was awarded the cost for the authorized project was \$865,440, and the City was able to obtain funding through the Broward County Transportation Surtax fund program. The execution of the contract was put on hold pending the approval of required funding agreements with Broward County.

Broward County has twice revised the associated Interlocal Agreement that would fund the project. The County has also placed conditions on releasing the Transportation Surtax funds, including requiring certain mandatory language in all contractor agreements, to ensure compliance with the County's funding program. The City's July 28, 2020 authorization of a contract with WSP USA, Inc. was prior to Broward County's finalization of its rules. The City Commission is being requested to approve the substituted contract that complies with the County's rules. WSP USA, Inc. has agreed to work with the City and has agreed to the substituted agreement, which provides certain calculable goals to be met before payments can be disbursed. The scope of work and the price term remain unchanged. The form of the agreement complies with all of Broward County's funding requirements.

\continued...



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

### **Budgetary Impact**

The substitute agreement does not alter the budgetary impact from when the City Commission first approved the agreement through Resolution 2020-072 which stated:

Consulting engineering services for this project in the amount of \$865,440.00 have been approved for Broward County Surtax Cycle I funding. The remainder of \$15,031.87 will be reallocated for existing appropriations in the project fund:

#### **Revenue:**

Broward County Surtax Cycle I	403-00-00-337-40-01	+\$865,440.00
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#### **Expenditure:**

SE Stormwater Phase II Engineering	403-38-13-538-31-10	+\$880,471.87
SE Stormwater Phase II Construction	403-38-13-538-63-10	(\$ 15,031.87)

### **Recommendation**

It is recommended that the City Commission adopt the resolution to approve the substituted contract with WSP USA, Inc. for engineering consulting services for the Southeast Drainage Project, that complies with the County's funding rules.

## **RESOLUTION NO. 2021-068**

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

**WHEREAS**, on February 25, 2020, the City Commission authorized the award under the request for qualifications (RFQ) No. 19-014 to WSP USA, Inc., for engineering design services, bidding support, design services during construction, and project certification for the Southeast Drainage Project – Phase II; and

**WHEREAS**, on July 28, 2020, WSP USA, Inc., negotiated a final contract, which was awarded by the City Commission pursuant to Resolution 2020-072; and

**WHEREAS**, the City is funding this project through the 2018 Broward County voter approved 30-year sales surtax (also known as “Penny for Transportation”) program, and through a matching grant from the federal government; and

**WHEREAS**, Broward County has twice revised the underlying Interlocal Agreement and has placed conditions on releasing the Penny for Transportation funds, including requiring certain mandatory language in all contractor agreements, to ensure compliance with the Broward County funding program; and

**WHEREAS**, as the City authorized the contract with consultant prior to Broward County establishing its rules, the City Commission needs to approve the substituted contract that complies with the county’s rules; and

**WHEREAS**, the contractor has agreed to work with the City and has agreed to the substituted agreement, which provides certain calculable goals be met before payments can be disbursed; and

**WHEREAS**, the revised agreement does not change the price and term nor the scope of services;



**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 proper City officials to execute the substituted Agreement with WSP USA, INC. for the Southeast Drainage Project – Phase II, in the amount not to exceed eight hundred eighty thousand four hundred seventy one dollars and eighty seven cents (\$880,471.87).

**Section 3.** That the City Manager and City Attorney are authorized to make minor revisions to the Agreement which are deemed necessary and proper and in the best interest of the City.

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

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

**PASSED AND ADOPTED** on May 11, 2021.

ATTEST:

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THOMAS SCHNEIDER, CMC  
CITY CLERK

---

TAMARA JAMES  
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

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THOMAS J. ANSBRO  
CITY ATTORNEY

**AGREEMENT BETWEEN CITY OF DANIA BEACH AND WSP USA INC. FOR  
CONSULTANT SERVICES FOR SOUTHEAST DRAINAGE IMPROVMENTS PHASE 2  
ENGINEERING DESIGN SERVICES, BIDDING SUPPORT, DESIGN SERVICES  
DURING CONSTRUCTION, CONSTRUCTION ADMINISTRATION AND PROJECT  
CERTIFICATION (RFQ NO. 19-014)**

This Agreement (“Agreement”) is made and entered by and between the City of Dania Beach, Florida, a political subdivision of the State of Florida (“City”), and WSP USA INC., a New York corporation, registered to do business in the state of Florida (“Consultant”) (each a “Party” and collectively referred to as the “Parties”).

**RECITALS**

A. City has met the requirements of Section 287.055, Florida Statutes, the Consultants’ Competitive Negotiation Act, and has selected Consultant to perform the services hereunder.

B. City has met the requirements 2 C.F.R. ss 200.318 – through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”) and has selected Consultant to perform the services hereunder.

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

**ARTICLE 1. DEFINITIONS**

1.1 **Board** means the City Commission of the City of Dania Beach, Florida.

1.2 **Contract Administrator** means the Director of Public Services, the Deputy Director of Public Services, or such other person designated by the Director of Public Services in writing. The Contract Administrator is the representative of City concerning the Project.

1.3 **Contractor** shall mean the person, firm, corporation, or other entity who enters into an agreement with City to perform the construction work for the Project.

1.4 **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

1.5 **Notice to Proceed** means a written authorization to proceed with the Project, phase, or task, issued by the Contract Administrator.

1.6 **Project** means South East Drainage Project.

1.7 **Purchasing Director** means City’s Procurement Administrator or designee.

1.8 **Services** means the work set forth in Exhibit A, Scope of Services, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services as applicable for the Project, and any Optional Services procured under this Agreement.

1.9 **Small Business Enterprise or SBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

1.10 **Subconsultant** means an entity or individual providing services to City through Consultant for all or any portion of the work under this Agreement. The term “Subconsultant” shall include all subcontractors.

## **ARTICLE 2. EXHIBITS**

<b>Exhibit A</b>	<b>Scope of Services</b>
<b>Exhibit B</b>	<b>Maximum Billing Rates</b>
<b>Exhibit B-1</b>	<b>Reimbursables for Direct Non-Salary Expenses</b>
<b>Exhibit C</b>	<b>Minimum Insurance Coverages</b>
<b>Exhibit D</b>	<b>Work Authorization Form</b>
<b>Exhibit E</b>	<b>CBE Subconsultant Schedule and Letters of Intent</b>
<b>Exhibit F</b>	<b>Subconsultant Schedule</b>
<b>Exhibit G</b>	<b>Federal Match Funding Agreement, for subrecipient /consultant compliance standards</b>

## **ARTICLE 3. SCOPE OF SERVICES**

3.1 Consultant shall provide all Services as set forth in Exhibit A, including all necessary, incidental, and related activities required for full and complete performance of this Agreement (the “Scope of Services”).

3.2 This Agreement does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. During the course of the performance of the Services included in this Agreement, if Consultant determines that work should be performed to complete the Project and, in Consultant’s opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If Consultant proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by City to Consultant to perform the work. Unless there is a dispute as set forth in Section 6.4, any work performed by Consultant outside the originally anticipated level of effort without prior written City approval shall be at no additional cost to City.

3.3 Exhibit A identifies the initial services related to the Project, and additional negotiations may be required for other phases or additional services. City and Consultant may negotiate additional services, compensation, time of performance, and other related matters, including for other phases of the Project. Notwithstanding the foregoing, City shall have the right to terminate negotiations at any time at no cost to City and procure services for other Project phases from any other source.

3.4 City shall assist Consultant by placing at Consultant’s disposal all information City has available pertinent to the Project, including previous reports and any other data relative to design or construction of the Project. City shall arrange for access to, and make all provisions for,

Consultant to enter upon public and private property as required for Consultant to perform its Services. City shall review any itemized deliverables and documents required to be submitted by Consultant and respond in writing with any comments within the time set forth in Exhibit A. City shall give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any material defect in the work of the Contractor or other material development that affects the scope or timing of Consultant's Services.

#### **ARTICLE 4. TIME FOR PERFORMANCE; CONTRACTOR DAMAGES**

4.1 Consultant shall perform the Services within the time periods specified in Exhibit A. Time periods shall commence from the date of the applicable Notice to Proceed.

4.2 Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services and any phase of Services under this Agreement. Prior to granting approval for Consultant to proceed to any phase, the Contract Administrator may, at his or her sole option, require Consultant to submit the itemized deliverables and documents identified in Exhibit A for the Contract Administrator's review.

4.3 If the Contract Administrator determines that Consultant is unable to complete Services because of delays resulting from untimely review by City or other governmental agencies having jurisdiction over the Project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, City shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Consultant's control, and to inform the Contract Administrator of all facts and details related to the delay. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

4.4 If (a) Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with City, or (b) if Contractor is granted an extension of time beyond said substantial completion date and Consultant's Services are extended beyond the substantial completion date through no fault of Consultant, then Consultant shall be compensated in accordance with Article 5 for all Services rendered by Consultant beyond the substantial completion date.

4.5 Notwithstanding Section 4.4, if Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with City, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to City its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and City are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.

4.6 If Services are scheduled to end due to the expiration of this Agreement, at the request of

the Contract Administrator, Consultant agrees to continue to provide Services for an extension period, not to exceed three months, upon the same terms and conditions as contained in this Agreement. Consultant shall be compensated for such Services at the rate in effect when the extension is invoked by City. To exercise an extension authorized by this section, the Purchasing Director shall notify Consultant in writing prior to the end of the term of this Agreement.

## **ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT**

5.1 Amount and Method of Compensation. The amounts set forth in this Article 5 are the total compensation payable to Consultant and constitute a limitation upon City's obligation to compensate Consultant for Services under this Agreement, but do not constitute a limitation of any sort upon Consultant's obligation to perform all Services required under this Agreement.

5.1.1 Maximum Amount Not-To-Exceed Compensation. For Basic Services identified in Exhibit A as payable on a "Maximum Amount Not-To-Exceed" basis, compensation to Consultant shall be based upon the Salary Costs as described in Section 5.2 up to a maximum not-to-exceed amount of \$136,498.03 ~~\$880,471.87~~.

5.1.2 Lump Sum Compensation. For Basic Services identified in Exhibit A as payable on a "Lump Sum" basis, compensation to Consultant shall be not more than a total lump sum of \$718,473.84 ~~\$718,471.87~~.

5.1.3 Optional Services. City may procure Optional Services up to a maximum not-to-exceed amount of \$0 pursuant to Article 6. Unused amounts of these Optional Services monies shall be retained by City.

5.1.4 Reimbursable Expenses. City will reimburse authorized Reimbursable Expenses as defined in Section 5.3 up to a maximum not-to-exceed amount of \$25,500.00 ~~\$25,000~~. Unused amounts of those monies shall be retained by City.

5.1.5 Salary Costs. The maximum billing rates payable by City for each of Consultant's employee categories are shown on Exhibit B and are further described in Section 5.2.

5.1.6 Subconsultant Fees. Consultant shall bill Subconsultant fees using the employee categories for Salary Costs on Exhibit B as defined in Section 5.2 and Reimbursable Expenses defined in Section 5.3. Consultant shall bill Subconsultant fees with no mark-up and within any applicable maximum not to exceed amount.

5.1.7 Phased Payments. Payments for Basic Services shall be paid out pursuant to the Project phasing specified in Exhibit A and shall not exceed the amount set forth below for the applicable phase. The invoiced fee amount for each phase shall be subject to retainage as set forth in Section 5.5.

<b>Project Phase</b>	<b>Fee %</b>	<b>Phase Amount</b>
Predesign Services/Programming Phase	<u>0.08 %</u>	<u>\$ 731.88</u>
Phase I: Schematic Design	<u>8.23%</u>	<u>\$ 72,455.94</u>
Phase II: Design Development	<u>64.39%</u>	<u>\$ 566,944.80</u>
Phase III: Construction Documents	<u>26.05%</u>	<u>\$ 229,330.92</u>

<b>Project Phase</b>	<b>Fee %</b>	<b>Phase Amount</b>
Phase IV: GMP Negotiations	<u>0.25 %</u>	<u>\$ 2,201.67</u>
Phase V: Administration of the Construction Contract	<u>0.75 %</u>	<u>\$ 6,605.00</u>
Phase VI: Warranty Administration and Post-Occupancy Services	<u>0.25 %</u>	<u>\$ 2,201.66</u>
<b>Total Basic Services Fee</b>	<b>100%</b>	<b>\$880,471.87</b>

Predesign Services/Programming Phase		\$731.88	Lump Sum
Phase I – Schematic Design			
Task 1	Basis of Design Report	\$72,455.94	Lump Sum
Total Predesign/Phase I		\$73,187.82	
Phase II – Design Development			
Task 2	Investigation and 30% Design Submittal	\$201,041.55	Lump Sum
Task 3	60% Detailed Design	\$101,208.34	Lump Sum
Task 4	Permitting Package	\$79,545.15	Hourly, Not-to-Exceed
Task 5	90% Design Submittal	\$71,012.18	Lump Sum
Task 6	100% Design Drawings	\$51,857.31	Lump Sum
Task 7	Public Involvement	\$36,780.27	Hourly, Not-to-Exceed
	Reimbursable Expenses	\$25,500.00	Allowance
Total Phase II		\$566,944.80	
Phase III – Construction Documents			
Task 8	Bidding Support	\$20,172.61	Hourly, Not-to-Exceed
Task 9	Design Services During Construction and Construction Management and Inspection	\$209,158.31	Lump Sum
Phase IV - GMP Negotiations		\$2,201.67	Lump Sum
Phase V - Administration of Construction Contract		\$6,605.00	Lump Sum
Phase VI - Warranty Administration and Post-Occupancy Services		\$2,201.67	Lump Sum
Total Phase III - Phase VI		\$240,339.25	
TOTAL		\$880,471.87	Lump Sum

5.2 Salary Costs. The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead rates shall be Consultant's most recent and actual rates determined in accordance

with Federal Acquisition Regulation (“FAR”) guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in this Section 5.2 inclusive of the subsections below.

5.2.1 Consultant shall require all of its Subconsultants to comply with the requirements of Section 5.2.

5.2.2 Salary Costs for Consultant and Subconsultants as shown in Exhibit B are the Maximum Billing Rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit B for Consultant or any Subconsultant, Consultant shall reimburse City based upon the actual costs determined by the audit. City may withhold the amount Consultant is required to reimburse City from any payment due Consultant.

5.2.3 Unless otherwise noted, the Salary Costs stated above are based upon Consultant’s “home office” rates. Should it become appropriate during the course of this Agreement that a “field office” rate be applied, then it is incumbent upon Consultant to submit a supplemental Exhibit B reflective of such rates for approval by Contract Administrator and, upon such City approval, invoice City accordingly.

5.2.4 The total hours payable by City for any “exempt” or “nonexempt” personnel shall not exceed forty (40) hours per employee in any week. If the work requires Consultant’s or Subconsultant’s personnel to work in excess of forty (40) hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced at no more than one and one-half of the employee’s hourly rate and in a manner consistent with Consultant’s or Subconsultant’s applicable certified FAR audit and all other provisions of Section 5.2. If a “Safe Harbor” rate is elected for use by Consultant or Subconsultant, then the additional hours are payable at no more than the employee’s regular rate.

5.2.5 Consultant and any of its Subconsultants may alternatively use a “Safe Harbor” combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the FAR guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of this Agreement, and be applicable for use as “home” and “field” fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 5.2 remain in place.

5.3 Reimbursable Expenses. For reimbursement of any travel costs, travel-related expenses, or other direct nonsalary expenses directly attributable to this Project permitted under this Agreement, Consultant agrees to adhere to Section 112.061, Florida Statutes, except to the extent otherwise stated herein. City shall not be liable for any such expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

#### 5.4 Method of Billing.

5.4.1 For Maximum Amount Not-To-Exceed Compensation under Section 5.1.1. Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursable Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

5.4.2 For Lump Sum Compensation under Section 5.1.2. Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

#### 5.5 Method of Payment.

5.5.1 City shall pay Consultant within thirty (30) days after receipt of Consultant's proper invoice, minus any applicable retainage or other deductions permitted by this Agreement.

5.5.2 Unless otherwise provided in this section, retainage in the amount of ten percent (10%) of each invoice shall be retained by City until satisfactory completion of the applicable phase. When the Services to be performed on all phases of the Project are fifty percent (50%) complete, upon written request by Consultant and written approval by the Contract Administrator that the Project is progressing in a satisfactory manner, the Contract Administrator, in his or her sole discretion, may authorize the reduction of retainage to five percent (5%) of each invoice for subsequent payments. No amount shall be withheld from



payments for Reimbursable Expenses or for Services performed during the construction phase.

5.5.3 Upon Consultant's completion of each phase to the satisfaction of the Contract Administrator, City shall remit to Consultant any amounts withheld as retainage for that phase. Final payment for the Project must be approved by the Purchasing Director.

5.5.4 Payment will be made to Consultant at the following address: WSP USA Suite 300, 7650 Corporate Center Drive, Miami, Florida 33126.

5.6 Fiscal Year; Surtax Funding. The continuation of this Agreement beyond the end of any City fiscal year is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129, Florida Statutes. The Parties agree and acknowledge that ~~partial all~~ funding provided to Consultant under this Agreement shall be funded ~~exclusively~~ from and subject to the availability of funding received from Broward County from proceeds of the transportation surtax levied pursuant to Section 212.055(1), Florida Statutes, and not from City's or Broward County's general revenue ~~or any other source.~~ The City is leveraging the funding by also utilizing federal funding to fund this project, and the parties agree and acknowledge that the funding provided to Consultant is also subject to the availability of the funding received from the federal government. Consultant agrees and stipulates that the funding provided under this Agreement shall be utilized only for the purposes permitted under Section 212.055(1), Florida Statutes. Pursuant to Exhibit G the City is seeking a match under a federal program, which agreement is incorporated by reference into this agreement.

5.7 Consultant shall pay Subconsultants and suppliers providing Services under this Agreement within fifteen (15) days following receipt of payment from City for such subcontracted work or supplies. If Consultant withholds an amount as retainage from a Subconsultant or supplier, Consultant shall release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from City. The Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until Consultant demonstrates timely payments of sums due to all Subconsultants and suppliers. Consultant shall include requirements substantially similar to those set forth in this section in its contracts with Subconsultants and suppliers.

5.8 Verification of Employment Eligibility. Consultant represents that Consultant and each Subconsultant has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, Municipality may immediately terminate this Agreement for cause and Consultant shall be liable for all costs incurred by Municipality due to the termination.

## **ARTICLE 6. OPTIONAL AND ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES**

6.1 City or Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Unless otherwise expressly permitted

herein, such changes must be made in accordance with the provisions of the City's procurement code and policies and must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith.

6.2 Reserved.

6.3 Notwithstanding anything to the contrary in this Agreement, Work Authorizations for Optional Services shall be executed on behalf of City as follows: (a) the Contract Administrator may execute Work Authorizations for which the total cost to City in the aggregate is less than \$50,000.00; (b) the Purchasing Director may execute Work Authorizations for which the total cost to City in the aggregate is within the Purchasing Director's delegated authority; and (c) any Work Authorization above the Purchasing Director's delegated authority requires express approval by the Board. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Consultant shall not commence work on any Work Authorization until after receipt of a purchase order and Notice to Proceed.

6.4 If a dispute between the Contract Administrator and Consultant arises over whether any work requested by City is within the scope of contracted Services and such dispute cannot be resolved by the Contract Administrator and Consultant, such dispute shall be promptly presented to the City Manager or his or her designee for resolution, whose decision shall be in writing and shall be final and binding on the Parties. During the pendency of any dispute, Consultant shall promptly perform the disputed work.

## **ARTICLE 7. REPRESENTATIONS AND WARRANTIES**

7.1 Representation of Authority. Consultant represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Consultant, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Consultant has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Consultant. Consultant further represents and warrants that execution of this Agreement is within Consultant's legal powers, and each individual executing this Agreement on behalf of Consultant is duly authorized by all necessary and appropriate action to do so on behalf of Consultant and does so with full legal authority.

7.2 Claims Against Consultant. Consultant represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental, or other board or official, pending or, to the knowledge of Consultant, threatened against or affecting Consultant, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Consultant to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Consultant or on the ability of Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

7.3 Solicitation Representations. Consultant represents and warrants that all statements and representations made in Consultant's proposal, bid, or other supporting documents submitted to City in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct

as of the date Consultant executes this Agreement, unless otherwise expressly disclosed in writing by Consultant.

7.4 Contingency Fee. Consultant represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

7.5 Truth-In-Negotiation Representation. Consultant's compensation under this Agreement is based upon its representations to City, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

7.6 Public Entity Crime Act. Consultant represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Consultant further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Consultant has been placed on the convicted vendor list.

7.7 Discriminatory Vendor and Scrutinized Companies Lists. Consultant represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Section 215.473, Florida Statutes. Consultant represents and certifies that it is not ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes.

7.8 Warranty of Performance. Consultant represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Consultant represents and warrants that the Services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

7.9 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, Consultant certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this Agreement. The contract language referenced in Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

7.10 Breach of Representations. In entering into this Agreement, Consultant acknowledges that City is materially relying on the representations, warranties, and certifications of Consultant stated in this article. City shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation, warranty, or certification is false, City shall have the right, at its sole discretion, to terminate this Agreement without any further liability to Consultant, to deduct from the compensation due Consultant under this Agreement the full amount of any value paid in violation of a representation or warranty, and to recover all sums paid to Consultant under this Agreement. Furthermore, a false representation may result in debarment from City's procurement activities.

## **ARTICLE 8. TERMINATION**

8.1 Termination. This Agreement or any Work Authorization issued under this Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by City, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or any Work Authorization was entered into on behalf of City by someone other than the Board, termination by City may be by action of the City Manager or the City representative (including his or her successor) who entered in this Agreement on behalf of City. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances if the City Manager determines that termination is necessary to protect the public health, safety, or welfare. If City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause was provided and Consultant shall be eligible for the compensation provided in Section 8.4 as its sole remedy.

8.2 This Agreement may be terminated for cause by City for reasons including, but not limited to, any of the following:

8.2.1 Consultant's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, or repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices;

8.2.2 By the Contract Administrator for any fraud, misrepresentation, or material misstatement by Consultant in the award or performance of this Agreement or that otherwise violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

8.2.3 By the Contract Administrator upon the disqualification of Consultant as a CBE or SBE if Consultant's status as a CBE or SBE was a factor in the award of this Agreement and such status was misrepresented by Consultant, or upon the disqualification of one or more of Consultant's CBE or SBE participants if any such participant's status as a CBE or SBE firm was a factor in the award of this Agreement and such status was misrepresented by Consultant during the procurement or the performance of this Agreement.

8.3 Notice of termination shall be provided in accordance with the “Notices” section of this Agreement except that notice of termination by the City Manager to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

8.4 If this Agreement or a Work Authorization issued under this Agreement is terminated for convenience, Consultant shall be paid for any Services properly performed under this Agreement or Work Authorization through the termination date specified in the written notice of termination, subject to any right of City to retain any sums otherwise due and payable. Consultant acknowledges that it has received good, valuable, and sufficient consideration for City’s right to terminate this Agreement for convenience in the form of City’s obligation to provide advance notice to Consultant of such termination in accordance with Section 8.1.

8.5 If this Agreement or a Work Authorization is terminated, for any reason, any amounts due Consultant shall be withheld by City until Consultant has provided all documents required to be provided to City. In addition to any right of termination stated in this Agreement, City shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

## **ARTICLE 9. INSURANCE**

9.1 For the duration of the Agreement, Consultant shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C , in accordance with the terms and conditions of this article. Consultant shall maintain insurance coverage against claims relating to any act or omission by Consultant, its agents, representatives, employees, or Subconsultants in connection with this Agreement. City reserves the right at any time to review and adjust the limits and types of coverage required under this article.

9.2 Consultant shall ensure that “City of Dania Beach” and “Broward County” are both listed and endorsed as additional insureds on all policies required under this article.

9.3 On or before the date this Agreement is fully executed or at least fifteen (15) days prior to commencement of Services, Consultant shall provide City with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by City, Consultant shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after City’s request.

9.4 Consultant shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Consultant has been completed, as determined by Contract Administrator. Consultant or its insurer shall provide notice to City of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide City with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Consultant shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

9.5 Consultant shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least “A-” with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by City’s Risk Management Division.

9.6 If Consultant maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit C, City shall be entitled to any such broader coverage and higher limits maintained by Consultant. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any City insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Consultant.

9.7 Consultant shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C, and submit to City for approval at least fifteen (15) days prior to the date this Agreement is fully executed or commencement of Services. Consultant shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against City. City may, at any time, require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Consultant agrees that any deductible or self-insured retention may be satisfied by either the named insured or City, if so elected by City, and Consultant agrees to obtain same in endorsements to the required policies.

9.8 Unless prohibited by the applicable policy, Consultant waives any right to subrogation that any of Consultant’s insurer may acquire against City and agrees to obtain same in an endorsement of Consultant’s insurance policies.

9.9 Consultant shall require that each Subconsultant maintains insurance coverage that adequately covers the Services provided by that Subconsultant on substantially the same insurance terms and conditions required of Consultant under this article. Consultant shall ensure that all such Subconsultants comply with these requirements and that “City of Dania Beach” and “Broward County” are both named as additional insureds under the Subconsultants’ applicable insurance policies.

9.10 If Consultant or any Subconsultant fails to maintain the insurance required by this Agreement, City may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Consultant. Consultant shall not permit any Subconsultant to provide Services under this Agreement unless and until the requirements of this article are satisfied. If requested by City, Consultant shall provide, within one (1) business day, evidence of each Subconsultant’s compliance with this section

9.11 If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the date this Agreement is fully executed; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the date this Agreement is fully executed, Consultant must obtain and maintain “extended reporting” coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

## **ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE**

10.1 No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2 Consultant shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Consultant to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit City to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

10.3 Consultant will meet the required CBE goal by utilizing the CBE firms listed in Exhibit E (or a CBE firm substituted for a listed firm, if permitted) for thirty percent (30%) of total Services under this Agreement (the "Commitment").

10.4 In performing the Services, Consultant shall utilize the CBE firms listed in Exhibit E for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by City, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit E and, upon request, shall provide copies of the contracts to the Contract Administrator and the Director of the Broward County Office of Economic and Small Business Development ("OESBD").

10.5 Each CBE firm utilized by Consultant to meet the CBE goal must be certified by OESBD. Consultant shall inform City immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required in the event the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event Consultant shall notify OESBD, and OESBD may adjust the CBE goal by written notice to Consultant. Consultant shall not terminate a CBE firm for convenience without OESBD's prior written consent, which consent shall not be unreasonably withheld.

10.6 The Parties stipulate that if Consultant fails to meet the Commitment, the damages to City arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Consultant failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Consultant shall pay City liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Consultant failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of

the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by City, such liquidated damages amount shall be either credited against any amounts due from City, or must be paid to City within thirty (30) days after written demand. These liquidated damages shall be City's sole contractual remedy for Consultant's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by City, or inability to substitute a CBE Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.

10.7 Consultant acknowledges that OESBD may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Consultant and shall include a deadline for Consultant to notify City in writing if Consultant concludes that the modification exceeds the authority under this section. Failure of Consultant to timely notify City of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Consultant.

10.8 OESBD may modify the required participation of CBE firms under this Agreement in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Consultant shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

10.9 Consultant shall provide written monthly reports to the Contract Administrator and to the Director of OESBD attesting to Consultant's compliance with the CBE goal stated in this article. In addition, Consultant shall allow City and OESBD to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining Consultant's contractual and CBE obligations. The Contract Administrator or OESBD shall perform such review and monitoring.

10.10 The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude City or its representatives from inquiring into allegations of nonpayment or exercising any right stated in Section 5.7.

## **ARTICLE 11. MISCELLANEOUS**

11.1 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Consultant to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the City's codes or policies, the Contract Administrator may exercise any ministerial authority under this Agreement in connection with the day-to-day management of this Agreement provided that such instructions and determinations do not change the Scope of Services. The Contract Administrator may designate one or more City employees with authority pertaining to day-to-day Project management or activities. Consultant shall notify Contract



Administrator in writing of Consultant's representative(s) to whom matters involving the Project shall be addressed.

11.2 Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by Consultant in connection with performing Services shall be owned by City, and Consultant hereby transfers to City all right, title, and interest, including any copyright or other intellectual property rights, in or to the work. Upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to Consultant may be withheld until all documents are received as provided in this Agreement. Consultant shall ensure that the requirements of this section are included in all agreements with its Subconsultant(s).

11.3 Ownership of Documents. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Consultant in connection with this Agreement shall be the property of City, whether the Project for which they are made is completed or not, and shall be delivered by Consultant to Contract Administrator within fifteen (15) days after the receipt of the written notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

11.4 Public Records. To the extent Consultant is acting on behalf of City as stated in Section 119.0701, Florida Statutes, Consultant shall:

11.4.1 Keep and maintain public records required by City to perform the services under this Agreement;

11.4.2 Upon request from City, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

11.4.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to City; and

11.4.4 Upon completion or termination of this Agreement, transfer to City, at no cost, all public records in possession of Consultant or keep and maintain public records required by City to perform the services. If Consultant transfers the records to City, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City.

A request for public records regarding this Agreement must be made directly to City, who will be responsible for responding to any such public records requests. Consultant will provide any requested records to City to enable City to respond to the public records request.

Any material submitted to City that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (“Trade Secret Materials”) must be separately submitted and conspicuously labeled “EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET.” In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If that a third party submits a request to City for records designated by Consultant as Trade Secret Materials, City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend City and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 924-6800 EXT. 3623, TSCHNEIDER@DANIABEACHFL.GOV, 100 W. DANIA BEACH BOULEVARD, DANIA BEACH, FLORIDA 33004.**

11.5 Audit Rights and Retention of Records. Consultant shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to inspection and subject to audit and reproduction during normal business hours. Audits and inspections pursuant to this section may be performed by any City representative or Broward County representative (including any outside representative engaged by either). City or Broward County may conduct audits or inspections at any time during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by law). City or Broward County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Consultant’s employees, Subconsultants, vendors, or other labor.

Contract Records include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining

to rights, duties, obligations or performance under this Agreement, whether by Consultant or Subconsultants.

City and Broward County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. Consultant hereby grants City and Broward County the right to conduct such audit or review at Consultant's place of business, if deemed appropriate by City or Broward County, with seventy-two (72) hours' advance notice. Consultant agrees to provide adequate and appropriate work space. Consultant shall provide reasonable access to Consultant's facilities, and City and Broward County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Consultant shall, by written contract, require its Subconsultants to agree to the requirements and obligations of this section.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to City of any nature by Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed by City or Broward County, the reasonable actual cost of the audit shall be reimbursed to City or Broward County (as applicable) by Consultant in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of audit findings to Consultant.

**11.6 Subconsultants.** Consultant shall utilize only the Subconsultants identified in Exhibit F, Schedule of Subconsultants, to provide the Services for this Project. Consultant shall obtain written approval of Contract Administrator prior to changing or modifying the Schedule of Subconsultants, which shall be automatically updated upon such written approval. Consultant shall bind in writing each and every approved Subconsultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 9 on Consultant's Subconsultants.

**11.7 Assignment.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity.

**11.8 Indemnification of City.** Consultant shall indemnify and hold harmless City and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Attorney, any sums due Consultant under this Agreement may be retained

by City until all of City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

11.9 Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

11.10 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.11 Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR CITY:

City Manager  
Attn: Ana M. Garcia, ICMA-CM  
100 West Dania Beach Boulevard  
Dania Beach, Florida 33004  
Email address: agarcia@daniabeachfl.gov

With a copy to:

City Attorney,  
Thomas J. Ansbro  
100 West Dania Beach Boulevard  
Dania Beach, Florida 33004  
Email Address: tansbro@daniabeachfl.gov

FOR CONSULTANT:

WSP USA INC.  
One Penn Plaza  
2nd Floor  
New York, NY 10119  
Email address:

With a copy to:

Werner Reinefeld, PE  
Director, Water Resources Engineer  
WSP USA INC.  
7650 Corporate Center Drive  
Suite 300  
Miami, Florida 33126  
Email Address: [werner.reinefeld@wsp.com](mailto:werner.reinefeld@wsp.com)

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

11.13 Consultant’s Staff. Consultant will provide the key staff identified in its proposal for Project as long as said key staff are in Consultant’s employment. Consultant will obtain prior written approval of Contract Administrator to change key staff. Consultant shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications. If Contract Administrator desires to request removal of any of Consultant’s staff, Contract Administrator shall first meet with Consultant and provide reasonable justification for said removal; upon such reasonable justification, Consultant shall use good faith efforts to remove or reassign the staff at issue.

11.14 Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has a drug-free workplace program and that it will maintain such drug-free workplace program for the duration of this Agreement.

11.15 Independent Contractor. Consultant is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services under this Agreement, neither Consultant nor its agents shall act as officers, employees, or agents of City, except as authorized by the Contract Administrator for permitting, licensing, or other regulatory requirements. Consultant shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement.

11.16 Regulatory Capacity. Notwithstanding the fact that City is a political subdivision with certain regulatory authority, City’s performance under this Agreement is as a Party to this Agreement and in the capacity as owner of the Project. If City exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to City’s regulatory authority as a governmental body separate and

apart from this Agreement and shall not be attributable in any manner to City as a Party to this Agreement.

11.17 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by City nor shall anything included herein be construed as consent by City to be sued by third parties in any matter arising out of this Agreement. City is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

11.18 Third-Party Beneficiaries. Except for Broward County to the extent expressly identified herein, neither Consultant nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that, other than Broward County, there are no third-party beneficiaries to this Agreement and that no third party other than Broward County shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.19 Conflicts. Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Consultant's officers or employees shall serve as an expert witness against City or Broward County in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion that is adverse or prejudicial to the interests of City or Broward County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Consultant is permitted pursuant to this Agreement to utilize Subconsultants to perform any Services required by this Agreement, Consultant shall require such Subconsultants, by written contract, to comply with the provisions of this section to the same extent as Consultant.

11.20 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving Party.

11.21 Compliance with Laws. Consultant and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

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

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

11.24 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

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

11.26 Reuse of Project. City may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Consultant's Services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in Exhibit A); and Consultant agrees to such reuse in accordance with this provision. If the Contract Administrator elects to reuse the services, drawings, specifications, and other documents, in whole or in part, prepared for this Project for other projects on other sites, Consultant will be paid a reuse fee to be negotiated between Consultant and City, subject to approval by the proper awarding authority. Each reuse shall include all Basic Services and modifications to the drawings, specifications, and other documents normally required to adapt the design documents to a new site. This reuse may include preparation of reverse plans, changes to the program, provision for exceptional site conditions, preparation of documents for off-site improvements, provisions for revised solar orientation, provisions for revised vehicular and pedestrian access, and modifications to building elevations, ornament, or other aesthetic features. In all reuse assignments, the design documents shall be revised to comply with building codes and other jurisdictional requirements current at the time of reuse for the new site location. The terms and conditions of this Agreement shall remain in force for each reuse project, unless otherwise agreed by the Parties in writing.

11.27 Payable Interest.

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

11.27.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by City under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

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

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

(The remainder of this page is intentionally left blank.)



IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: CITY of Dania Beach, through its City Commission, signing by and through its Mayor or Vice-Mayor authorized to execute same by City Commission action on the _____ day of _____, 2021, and WSP USA INC., signing by and through its _____, duly authorized to execute same.

ATTEST:

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

_____  
THOMAS SCHNEIDER, CMC  
CITY CLERK

_____  
TAMARA JAMES  
MAYOR

_____  
ANA M. GARCIA, ICMA-CM  
CITY MANAGER

Dated: _____, 2021

APPROVED FOR FORM AND CORRECTNESS:

_____  
THOMAS J. ANSBRO  
CITY ATTORNEY

FOR INDIVIDUAL:

Consultant

WITNESSES:

_____  
Signature

_____  
Print/Type Name

_____  
Signature

_____  
Print/Type Name

By _____

_____  
(Please Type Name)

____ day of _____, 20____.

FOR CORPORATION:

Consultant

ATTEST:

_____  
Secretary

_____  
(Typed Name of Secretary)

CORPORATE SEAL

_____  
(Typed Name of Consultant/Firm)

By _____  
President/Vice President

_____  
(Typed Name and Title)

____ day of _____, 20____.

## **EXHIBIT A**

### **Scope of Services**

#### **PROJECT UNDERSTANDING**

The purpose of the Project is to address current flooding issues at the neighborhood bounded by SE 3rd Street to the north, SE 2nd Avenue to the west, SE 7th Street to the south and SE 5th Avenue to the east, per Exhibit A- Figure 1 of Request for Qualification (RFQ) 19-014 document. Within these limits, there are priority areas located at the current low spots that result in traffic disruptions and repeated private property losses due to flooding. The Project area is about 103 acres and is in a low-lying area within the basin, which receives runoff from the west. Based on preliminary analysis of existing LiDAR data and ICPR-4 model runs, the improvements should consider a contribution area of approximately 190 acres. The contributing area of 190 acres is bounded by SE 2nd St and SE 3rd Street to the north, state road US-1 to the west, SE 10th Street to the south and SE 5th Avenue to the east. The City is also requesting that the storm event to be modeled for the proposed solutions will be a storm event of 3-day duration and 25 year return frequency, with flooding duration of less than 6 hours, with less than 2 inches of flooding at the crown of the road. WSP understands that the City of Dania Beach is seeking drainage solutions (ie. Pump stations, drainage wells, exfiltration trenches, etc.) to reduce flooding, including duration and severity, reduce neighborhood impacts and mitigate project costs.

#### **SCOPE OF SERVICES**

Based on our Project Understanding indicated above, please find below a detailed description of the proposed scope of work associated with this project. This scope of work is for providing engineering consulting services, including developing a complete drainage report, 100% design plans and technical specifications, obtaining required Permits for the anticipated construction Project. In addition, to provide bidding support to the City and professional consultation throughout the development of the Project, including design services during construction, construction administration and Project's final certification.

#### **PREDESIGN SERVICES/PROGRAMMING PHASE / PHASE I – SCHEMATIC DESIGN**

##### ***TASK 1 – BASIS OF DESIGN REPORT***

Upon issuance of a Notice to Proceed (NTP), WSP will start the preparation of the Basis of Design Report. As part of this Report, WSP is including a Drainage Feasibility Study utilizing previous plans/study/as-builts/survey/GIS atlas review, permits review, agencies Pre-Application meetings, anticipated Permit Matrix. WSP will prepare a Drainage Report based on the requirement of a storm event of 3-day duration and 25 year return frequency, with flooding duration of less than 6 hours, with less than 2 inches of flooding at the crown of the road. As minimum the Report will include the modeling of the existing conditions (Pre-Development), the modeling of the proposed condition (Post-Development), Figures and the ICPR Model results for this storm event. In addition to the 3-day duration and 25 year return road, as requested by the City WSP will provide ICPR model results for the 10 year and 100 year storm events. In order to provide a responsible recommendation regarding the feasibility of the wells including wells capacity (to be included in

the Basis of Design Report), WSP propose two (2) test wells to be installed to a depth of 150 feet and water samples will be collected at 5-foot intervals from 70 to 150 feet. The findings will be included in a Reasonable Assurance Report to be prepared by our subconsultant Terracon, in addition to Conceptual Plan layout for City Review and Acceptance. The Drainage Report will include Conceptual Best Management Practices for System Maintenance and Operations. As required by the City, upon acceptance and approval of Conceptual Layout and Drainage Report, WSP will proceed to 30% plans phase and release sub-consultants for Surveying, Geotechnical Evaluation, Hydrological Testing. In addition, the Basis of Design Report will include an opinion of probable cost (Class 4 Estimate) based on a 15% design. This task will be completed within 45 calendar days after NTP.

### **Task 1 Deliverables:**

- Three (3) hard copies and electronic pdf copy of the Basis of Design Report which includes;
  - Drainage Report
  - Injection Wells Reasonable Assurance Report
  - Recommended Project
  - 11"x17" Conceptual Plans in PDF and CAD Files
    - Drainage Collection System Conceptual Plan View
    - Stormwater Pump Station Conceptual Drawing
  - Permit Matrix with anticipated agencies having jurisdiction on the Project and estimated timeframe for processing
  - Electronic Copies of Drainage Calculations
  - Opinion of Probable Costs (Class 4 Estimate)

## **PHASE II – DESIGN DEVELOPMENT**

### ***TASK 2 – INVESTIGATIONS AND 30% DESIGN SUBMITTAL***

Upon approval by the City of Task 1 deliverables, WSP will start the preparation of the 30% design documents. As part of this Task, WSP is including the coordination with existing utilities, including design ticket, Topographic Survey, Geotechnical Evaluation and Report for existing subsurface conditions and wells feasibility, 30% Design drawings, 30% Index of Technical Specifications. It is anticipated that Task 2 will be completed within 60 calendar days after the NTP.

WSP understands that the following tasks and/or documents will be provided as part of Task 2 – Investigation and 30% Design Submittal;

- Attendance to one (1) Kick-off Meeting with the City.
- Topographic and Tree Survey – Our subconsultant ***Premiere Design Solutions (Broward County CBE)***, will prepare a tree and topographic survey plans with elevations measured on 50-foot cross sections and at high and low points. Survey will show above-ground

improvements and locations of trees pursuant to City of Dania Beach code. Survey will be performed from Right-of-Way to Right-of-Way and extend 50 feet beyond project limits at street intersections. Topographic survey for alleyways will be extended up to 50 feet into the alleyways at the intersections with City roads. The Vertical Datum will be NGVD 1929 Survey will be prepared in accordance with City Standards and in AutoCAD version 2016 or later.

- Geotechnical Report – As part of the field investigation, our Subconsultant Terracon Consultants, Inc. will provide seven (7) soil borings ranging from a depth of 10-40 feet, two (2) exfiltration tests and two (2) Double Ring infiltration tests.
- Utility Coordination – WSP will coordinate with existing utility owners within the Project limits. Design will be completed taking into consideration these utilities. As part of the Utility Coordination, the City will provide WSP with information on existing water, sewer and storm water utilities within the Project limits. The 30% Design deliverable will include the Utility Matrix. Available utility data obtained as part of the design ticket will be incorporated into the plans. Sunshine 811 Design Ticket will also be obtained.
- 30% Design Plans - For the development of this task, WSP will provide the following:
  - Plan Sheets, including but not limited to the following engineering disciplines;
    - Civil
    - Mechanical
    - Electrical
    - Instrumentation & Control
    - Structural
    - Landscape
  - The following plan listing is anticipated based on the projected Scope of Work;
    - Cover Sheet
    - General Notes
    - Existing Conditions (Based on Land Survey, As built and Atlas)
    - Proposed Alignment Key Map
    - Proposed Alignment Plans View
    - Collection System
    - Force Main System
    - Miscellaneous Details
    - Pump Station Location and Mechanical Drawings
    - Injection well location
    - Electrical Design Sheets for Pump Station
    - Structural Design Sheets for Pump Station Components
    - Landscape Sheet (around pump station)
- Opinion of Probable Construction Cost – WSP will prepare and provide to the City an Engineering Opinion of Probable Construction Cost based on the 30% design documents.

- Index of Technical Specifications – WSP will develop the Index of Technical Specifications for each construction discipline necessary to construct the Project.
- Attendance to one (1) 30% Design Review Meeting with the City.

## **Task 2 Deliverables:**

- Two (2) 24” x 36” signed and sealed Survey Plans and 2016 CAD Files
- Two (2) signed and sealed Geotechnical Report
- Utility Matrix and Utility Coordination Letters
- Three (3) hard copies 24” x 36” and electronic pdf copy of the 30% Design Plans and 2016 or later CAD Files
- Three (3) Electronic Copies of 30% Opinion of Probable Cost
- Three (3) Electronic Copies of Index of Technical Specifications
- Updated Design Schedule

## ***TASK 3 – 60% DESIGN SUBMITTAL***

For the development of this Task, WSP will provide the following;

- Copy of the City of Dania Beach 30% Comments and Responses from 30% Design Submittal.
- Show profile elevation of the top of pipe and finished grade for the proposed force mains. As indicated by the City’s consultant, profiles for gravity drainage is not required and therefore not included.
- Identification of demolition limits and items on the Design Plans.
- Additional Detailed information to Plan Sheets, including but not limited to the following sheets;
  - Cover Sheet
  - General Notes
  - Proposed Alignment Key Map
  - Proposed Alignment Plans
  - Collection System
  - Detailed Force Main System including alignment and profiles
  - Miscellaneous Details
  - Pump Station Location and Detailed Mechanical Drawings
  - Injection well location
  - Detailed Electrical Design Sheets for Pump Station
  - Detailed Structural Design Sheets for Pump Station Components
  - Detailed Landscape Sheet (around pump station)

- Draft Technical Specifications
- Attendance to the 60% Design Review Meeting with the City of Dania Beach

### **Task 3 Deliverables:**

- Updated Utility Matrix
- Three (3) hard copies 24" x 36" and electronic pdf copy of the 60% Design Plans and 2016 or later CAD Files
- Three (3) Electronic Copies of 60% Design Opinion of Probable Cost
- Three (3) Electronic Copies of the Draft Technical Specifications
- Updated Design Schedule

### ***TASK 4 – PERMITTING PACKAGE***

WSP will prepare the Permitting Packages and obtain applicable signatures once the 60% submittal has been reviewed and approved by the City. WSP will submit the Permit Packages and checks to the respective permitting agencies, respond to any RFIs the agencies may have, and attend meetings. This task will include the following;

*WSP will coordinate all permitting efforts with the City. WSP will identify all applicable permits and approvals. Pre-application meetings will take place during the 30% Design Phase. WSP will provide meeting minutes listing the permit requirements and limiting conditions for all pre-application meetings. Permit application fees will be paid by Consultant and reimbursed by the City.*

*Anticipated agencies that have been identified for this project include but is not limited to;*

- City of Dania Beach – Engineering Permit
- City of Dania Beach – Building Permit
- Broward County – Surface Water Management
- Broward County – Environmental Resource License (Modification or withdrawal of existing DF11-1042)
- South Florida Water Management District (SFWMD) – Environmental Resource License (Modification or withdrawal of existing)
- Florida Department of Environmental Protection (FDEP) – Discharge Permit

### **Task 4 Deliverables:**

For each of the above identified permits, the following activities are anticipated and included in this scope;

- Pre-application meeting and up to two (2) follow-up meetings as needed
- Preparation of application and supporting documentation

- Permit Package Submittal and processing
- Responses to Request for Additional Information from Agencies.
- Tracking Sheet with indication of dates of submittal of each application and approval or comments from the corresponding agency.

#### ***TASK 5 – 90% Design Submittals***

For the development of the 90% Design Submittal, WSP will provide the following;

- Copy of the City of Dania Beach 60% Comments and Responses from 60% Design Submittal
- Additional Detailed information to Plan Sheets
- 90% Structural Plans for the two (2) pump station, including Detailed Specifications and Calculations
- 90% Technical Specifications
- Attendance to the 90% Design Review Meeting with the City of Dania Beach

#### **Task 5 Deliverables:**

- Three (3) hard copies 24” x 36” and electronic pdf copy of the 90% Design Plans and 2016 or later CAD Files
- Three (3) Electronic Copies of 90% Design Opinion of Probable Cost
- Three (3) Electronic Copies of the Detailed Technical Specifications
- Updated Design Schedule

#### ***TASK 6 – 100% Design Submittals***

The 100% Design Submittal will include the following items;

- Copy of Comments and Responses from the Permit Package Submittal Review
- Permits and Original stamped permit plan sets
- Electronic DVD copies of geotechnical report, survey, engineering drawings, construction specifications, calculations and permits (Submit all MS Word, MS Excel, PDF, CAD Files associated with the Project)

#### **Task 6 Deliverables:**

- Approved 100% Construction Plans – Four (4) copies 24” x 36”, including regulatory agencies comments incorporated
- DVD with 100% Construction Plans (CAD Files and PDF)

#### ***TASK 7 – PUBLIC INVOLVEMENT***



As part of this Task, WSP and its subconsultant, Infinite Source Communications Group (ISCG) will be providing Public Information Support to the City throughout the duration of the Project. During this initial Task our team will perform the following activities;

- Prepare a database of all the stakeholders and elected officials.
- Development of Project fact sheets.
- Distribution of Notices to the Community via e-mail through constant contact.
- Attend Project coordination meetings.
- Coordinate and host one (1) public meeting inviting affected residents and local agencies to review plans, meet the team and ask any questions related to the work.
- ISCG will secure the venue, schedule the meeting, develop the project flier, mail information to the public and work with Dania Beach to promote the meeting.
- ISCG will work with the team to develop a presentation or any project displays and/or graphics.
- ISCG will prepare all sign-in sheets, comment cards and other meeting materials.

### **PHASE III –VI: CONSTRUCTION DOCUMENTS/GMP/CONSTRUCTION CONTRACT ADMINISTRATION/WARRANTY ADMINISTRATION AND POST OCCUPANCY SERVICES**

#### ***TASK 8 – BIDDING SUPPORT***

WSP will support City's staff during the bidding phase. The following activities are anticipated and included in the scope for this task:

- Coordinate the release of bidding documents with the City
- Prepare One (1) Agenda for Pre-Bid Meeting
- Attend and participate in One (1) Mandatory Pre-Bid Meeting
- Prepare and submit to the City the meeting minutes of the Pre-Bid Meeting
- Evaluate and provide response to questions from prospective bidders in a timely manner
- Develop addenda as needed
- Review all bids for sufficiency and provide evaluation results to the City
- Provide Recommendation of Award to the City
- Provide support to the City in the preparation of Contract Documents

WSP will work with the City to provide a master copy of the Design Package in electronic format (PDF). It is our understanding that the City will be responsible for distribution of bid packages to prospective bidders via online distribution through the City's bidding platform.

WSP will respond to technical questions forwarded by the City as part of the scope. The questions will be responded using the Addendum Form provided by the City for expedited response time

and will generate necessary supporting documents, as applicable, and submit them to the City for distribution to registered plan holders.

As part of the bids review, WSP will evaluate the construction approach, bid schedules, contact and verify references, evaluation of qualifications of the bidders for undertaking the work on the project, and provide a recommendation of award.

#### **Task 8 Deliverables:**

- WSP will provide One (1) Draft for City's review and One (1) Final version of the Pre-Bid Meeting minutes in electronic format
- One (1) Bids Evaluation Report with Recommendation of Award in electronic format. The evaluation report will include a spreadsheet comparing bidder's pricings.

#### ***TASK 9 – DESIGN SERVICES DURING CONSTRUCTION, CONSTRUCTION ENGINEERING AND INSPECTION SERVICES SCOPE AND DELIVERABLES***

As Engineer of Record and Construction Manager, WSP will provide design services during construction, shop drawing reviews, RFIs responses, limited site visits, construction observation as Owner's representative on site and/or in its office to provide construction administration, quality assurance and project controls, witness required tests, review of as-builts and Project Certifications together in coordination with the City of Dania Beach, and the Contractor(s). The services include:

WSP will attend, conduct and prepare agenda and minutes for the pre-construction meeting. WSP periodically will monitor the contractor's on-site construction activities and inspect materials in the project site, are in accordance with the plans, specifications, and special provisions for the construction contract, and verify that accepted/approved shop drawing submittals exist for each item being delivered, to ascertain that the project is constructed in reasonable conformity with the construction documents. If materials do not conform with the construction documents, WSP will notify the Contractor. WSP will maintain detailed accurate records of the contractor's daily operations at the time of the visits and of significant events that affect the work.

WSP will observe the progress of the work at times appropriate to the construction so as not to impede the Contractor's progress. WSP will advise the Contractor of deviations, defects or deficiencies observed in the work. WSP will review the project construction schedule submitted by the contractor monthly to monitor construction progress and identify possible delays. If found, WSP will notify the City and Contractor to take corrective action. WSP will track and monitor damages to existing utilities and existing infrastructure and will notify both the City and contractor of such damages. The contractor will take corrective actions to complete any needed repairs.

WSP is not authorized to change, revoke, alter, enlarge, relax or release any requirements of the Contract Documents without written approval from the City. As Engineer of Record, WSP will be responsible for the Certification of Project and approval of As-Builts. Communication between WSP and the Contractor regarding quality review will not in any way be construed as binding

WSP or the City or releasing the Contractor from performing in accordance with the terms of the Contract Documents.

WSP will not be responsible for, and will not control the means, methods, techniques, sequences and/or procedures of construction for the Project. No action taken by WSP will relieve the Contractor from their obligation to perform the Work in strict conformity with the requirements of the construction Contract Documents together with all other applicable laws, rules and regulations.

WSP will review materials testing by a third-party testing lab, to be provided by the Contractor, to ensure their properties are suitable for proper construction of designed facilities. These materials include soils, asphalt, concrete, steel reinforcement, and any other materials as required by the City. WSP will determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, sampling and testing provided by the Contractor. If testing fails to meet the required specifications, WSP will inform the contractor immediately. Corrective action must be taken by the contractor before proceeding with work. If work is unsatisfactory, WSP will notify the Contractor. WSP will review the third-party laboratory invoices for verification of tests performed, quantity, date, hours charged by technician, and all other pertinent items charged by the lab.

WSP will coordinate with contractor to schedule required lamping tests, pump station start-up testing, drainage well start-up testing, and switchgear testing. If requested, WSP will submit to the City documentation reports on testing performed. Reports will be submitted the same week the construction work is done or as soon as possible thereafter. The Contractor shall coordinate any regulatory agency inspections as required by the project permits.

Photographic documentation will be maintained of the work by WSP. A compact disc (CD) or a File-Transfer download link containing all project photos (in jpeg file format) taken the week before by WSP will be submitted to the City weekly.

WSP will prepare the agendas, attend and conduct construction progress meetings (assumed one monthly meeting per 13 months of construction). WSP will provide the meeting minutes of the construction progress meetings. WSP will review the contractor payment requests to verify quantities are in conformance with the Measurement and Payment Specification. WSP will review change orders along with justification and back up documents submitted by the contractor and provide a recommendation to the City.

WSP will monitor mechanical equipment testing and start-ups, and will participate in the final inspection of the Project in coordination with the City and construction Contractor to confirm completion of the punch-list, and will produce a certificate of substantial completion, and finalization of contract checklist.

WSP will also coordinate and receive documentation and records from the Contractor for compliance with the project contract in accordance to the City's procedures. WSP will review as-built drawings, operation and maintenance reports provided by the contractor. WSP will assist the City in project closeout procedures.

#### **Task 9 Deliverables:**

- Progress Meetings Agendas
- Meeting Minutes
- Inspection Reports
- Review Pressure Test reports
- Review System Test Reports
- Final Punch List
- Recommendations for approval of Contractor's request for payment - One (1) per Month
- Review and recommendations for approval of Contractor's change orders - Up to five (5) Change Orders
- Contractor's Record Drawings Log File
- RFI Logs
- Submit responses to contractor RFIs (Assuming 1 RFIs/week of Construction Contract of 13 months)
- Review of Project's As-Builts prepared by Contractor
- Obtain Project's Certifications and close out permits

### ***PROPOSED STAFFING***

It is anticipated that WSP will provide staff members in the following positions:

#### **Project Manager (Part-Time) (WSP):**

- WSP's Project Manager will serve as the Owner's Consultant point of contact and report work progress, budget status, major Project issues and other pertinent information to the City.
- Manage the City's contract with WSP. Manage sub consultants.
- Attends, conducts and prepare agendas and meeting minutes for construction progress meetings (One per 13 months of Construction).
- Serve as the City's representative for the review of progress payments, processing and negotiation of claims and change orders.
- Review and Recommendation of payments, processing of RFIs and RFCs, change orders, claims, project start-up and closeout.
- Review construction processes.
- Keep and update Submittal and RFI Logs.

- Review project activities with client and contractor's field supervision resolving disputes and other issues.
- Review daily inspection reports and other project documentation.
- Attends and lead construction meetings with client and contractors.

#### One (1) Inspector (Part-Time)

- **Pay Requests:** The Construction Inspector will meet with the Contractor, in the field, to verify Contractor pay request quantities. The Estimate for Progress Payment will be signed by the Contractor, City's Inspector and Project Manager before turning over to the City for review and signature.
- **Site Conditions:** monitor site conditions for safety hazards during onsite. As inspectors are not qualified or trained safety engineers, they are not expected to recognize all types of hazards. Therefore, inspectors are only expected to recognize a hazard that any reasonable non-safety professional would recognize. In addition, safety obligations extend only to recognizable hazards that may observed during the normal conduct of on-site business. An inspector is not expected to spend significant time attempting to identify safety problems. Ultimately the Contractor is responsible for site safety.
- Recording of Punch-List.
- Reviewing and provide comments of Contractor as-builts.
- Maintaining a record of observations in regard to construction quality, safety procedures, and non-compliance work.
- Maintaining a record of damages to existing utilities and existing infrastructure, and associated corrective actions taken by the contractor to make needed repairs.
- **Progress Reports:** prepare reports documenting the various construction activities occurring in the Project.
- **Damage to Existing Utilities:** identify any existing facilities damaged by the Contractor and verify that the Contractor has notified the respective owner(s). Contractor are responsible for producing a detailed damage report with repair options.
- **Equipment Tests and Systems Start-Up:** verify that equipment tests and systems start-ups are conducted in the presence of appropriate personnel and that the Contractor maintains adequate records thereof. During the tests, the Project Manager will also observe, record, and report any appropriate details relative to the test procedures and start-up.
- **Photographic Record:** provide a photographic record of the construction, beginning with pre-construction documentation and ending with post-construction photographs, as well as, weekly progress photographs. Photographs will be digital snapshot type taken to define the progress of the project and will be labeled with the project number, location, and view. Progress photographs will be stamped with the date and time.

- **Adherence to Contract Documents:** review materials and workmanship of the projects and report to the City, any deviations from the contract document. Inspector will also determine the acceptability of the work/materials and in concert with EOR.
- **Record Drawings:** monitor to ensure that red-line drawings are being properly maintained by the Contractor and that a Florida Registered Land Surveyor has been on-site. At a minimum, the Project Manager will review the red-line drawings on the 20th of every month, or more often, as deemed necessary by the Project Manager. Note that failure to maintain the red-line drawings in an up-to-date condition may be grounds for withholding Contractor monthly progress payments until such time as the red-line drawings are brought up-to-date. The Inspector will notify the Project Manager if they consider the red-line drawings insufficient and will recommend to the City; who will make a final determination if withholding payment is merited. Project Close-out services, As-Built review and provide comments to Contractor. As Engineer of Record, WSP is responsible of Project Final Certification and permits close out in coordination with the Contractor.
- **Notification:** Through our public involvement subconsultant ISCG we will coordinate with the Contractor to inform the neighboring residence / business establishments of the upcoming construction work, by means of door hanger placement, adjacent to their property.
- **Project Completion:** Inspects projects for substantial and final completion and prepares list of any deficiencies.

#### INFORMATION TO BE PROVIDED BY CLIENT

In order to complete the Scope of Services, the following items are to be provided by the Client:

1. Permit application fees and agency review fees.
2. As Built or GIS Atlas for existing water, sewer and storm water facilities
3. Subsoil geotechnical report for previous projects
4. Topographic Survey prepared for previous projects in CAD format schedule of implementation

WSP is prepared to begin the work immediately upon receiving written notice to proceed.

WSP will begin preparing the Basis of Design Report upon receipt of the notice to proceed. A Preliminary Schedule of Implementation is provided as Exhibit A to this Proposal.

#### ASSUMPTIONS, EXCLUSIONS AND LIMITATIONS

1. Since the anticipated design will not utilize a proposed drainage swale in West Lake, no wetland impacts are proposed as part of the Project. No work or swale creation as previously designed by others will be done, since no wetlands work is proposed. It is anticipated that there are no protected species surveys or permitting required. If there are wetland or protected species permits required, this will be provided as additional scope.

2. The agencies with jurisdiction for this Project include City of Dania Beach, Florida Department of Environmental Protection, South Florida Water Management District (SFWMD) and Broward County.
3. SFWMD ERP is scheduled to expire in 7/7/2020. This needs to be modified.
4. As part of the previous Project, SFWMD permit application # 110106-11 has been issued. Broward Co. License # DF11-1042 is pending. USACE permit SAJ-2011-001999 (IP-M5W) is pending. Broward Co. surface water permit L2009-011 is pending and will need to be modified and is required for issuance based on no work proposed in West Lake/property east of SE 5th Ave. The SFWMD permit will be modified or withdrawn and the Broward Co. license App. DF11-104Z and USACE Application will be withdrawn.
5. Scope does not include any wetland mitigation monitoring or post-construction water quality.
6. Protected species and other incidental wildlife observations will be noted. Species-specific assessments (such as bonneted bat, wading birds, indigo snakes) are not included in this scope, but can be provided as an additional service.
7. There are existing outfalls to West Lake Park that were not previously permitted. Consultant shall propose to incorporate those culverts into the permit, assuming as a Design Criteria that Post Development discharge condition onto the West Lake Park will be compared to Pre Development Condition. However, if the permitting agencies reject their use or require additional agreements, legal counsel, notice of violation resolution, or extraordinary coordination beyond the typical permitting requirements, this will be coordinated by the City.
8. 5-year certification of surface water management system is not included.
9. Tree Permitting efforts and fees are excluded.
10. It is anticipated up to 10@ \$500/EA. Subsurface geophysical utility investigations, soft digs, as described on ASCE 38-02.
11. Traffic and Signalization Analysis is not included as part of this Proposal.
12. Proposal do not include monitoring and inspection of the contractor's Work Zone Traffic Control Plan or requests of modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, to be in accordance with the applicable permits.
13. Vibration monitoring services are not included in this scope of work.
14. Permit fees are assumed to be reimbursed by the Owner. Permit Application Fees have been estimated in \$20,000 for budget purposes. Receipts from Permit Agencies will be submitted as part of the invoices.
15. The Electric Switchgear panel will include an outlet for emergency generator connection. The design of a standalone generator set is not included in the scope of services.

**EXHIBIT B**  
**MAXIMUM BILLING RATES**

Project No: RFQ 19-014  
 Project Title: Dania Beach Southeast Drainage Improvements Phase 2  
 Consultant/ WSP USA INC.  
 Subconsultant Name:

<b>TITLE</b>	<b>MAXIMUM HOURLY RATE (\$/HR)</b>	<b>X</b>	<b>MULTIPLIER</b>	<b>=</b>	<b>MAXIMUM BILLING RATE (\$/HR)</b>
Director, Water Resources Engineer	\$85.73		2.85		\$244.33
Lead Consultant, Water Resources Engineer	\$52.89		2.85		\$150.74
Sr. Consultant, Water Resources Engineer	\$57.70		2.85		\$164.45
Consultant, Water Resources Engineer	\$35.10		2.85		\$100.04

Multiplier of 2.85 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (128.18)%

FRINGE = HOURLY RATE X FRINGE (35.82) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (8.0)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

**Consultant**

**County**

_____  
Name/Title

_____  
Contract Administrator

**Date:** _____

**Date:** _____



**EXHIBIT B**  
**MAXIMUM BILLING RATES**

Project No: RFQ 19-014  
 Project Title: Dania Beach Southeast Drainage Improvements Phase 2  
 Consultant/ Miller Legg (Subconsultants)  
 Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$83.61		3		\$250.00*
Senior Engineer	\$63.46		3		\$190.38
Project Engineer	\$49.88		3		\$149.64
Sr. Surveyor	\$47.84		3		\$143.52
Sr. Designer/CADD Tech	\$41.00		3		\$123.00
Administrative	\$31.50		3		\$94.50
Design/ Construction Spec.	\$44.48		3		\$133.44
Survey Crew (3 person)	\$69.50		3		\$208.50
Sr. Environmental Scientist	\$49.04		3		\$147.12

**Multiplier of 3.0 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (109.94)%

FRINGE = HOURLY RATE X FRINGE (62.79) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING  
MARGIN (10.0)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE +  
OPERATING MARGIN) / HOURLY RATE

**Notes:**

*negotiated rate/capped

**rounded down to 3.0 per negotiations meeting

**Consultant**

**County**

_____  
Name/Title

_____  
Contract Administrator

**Date:** _____

**Date:** _____

**AMENDED EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: RFQ 19-014  
 Project Title: Dania Beach Southeast Drainage Improvements Phase 2  
 Consultant/ Infinite Source Communications Group (Subconsultants)  
 Subconsultant:

	<b>ORIGINAL MAXIMUM HOURLY RATE (\$/HR)</b>	<b>AMENDED MAXIMUM HOURLY RATE (X% Increase) (\$/HR)</b>		<b>MULTIPLIER</b>		<b>AMENDED MAXIMUM BILLING RATE (\$/HR)</b>
<b>TITLE</b>			<b>x</b>		<b>=</b>	
Public Information Officer	\$57.69	\$0.00		2.7		\$155.76
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00

Multiplier of 2.7 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (146.81)%

FRINGE = HOURLY RATE X FRINGE (24.79) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (8.0)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

**Notes:**

Consultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

**Consultant**

**County**

_____  
Name/Title

_____  
Contract Administrator

**Date:** _____

**Date:** _____

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: RFQ 19-014  
 Project Title: Dania Beach Southeast Drainage Improvements Phase 2  
 Consultant/ Conemco Engineering, Inc. (Subconsultants)  
 Subconsultant Name:

<b>TITLE</b>	<b>MAXIMUM HOURLY RATE (\$/HR)</b>	<b>X</b>	<b>MULTIPLIER</b>	<b>=</b>	<b>MAXIMUM BILLING RATE (\$/HR)</b>
Professional Engineer	\$100.00		2.31		\$231.00
Junior Inspector	\$33.00		2.31		\$76.23
Drafter	\$33.00		2.31		\$76.23

Multiplier of 2.31 is calculated using Safe Harbor.

OVERHEAD = HOURLY RATE X OVERHEAD (X.XX)%

FRINGE = HOURLY RATE X FRINGE (X.XX) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (X.XX)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

**Notes:**

Consultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

**Consultant**

**County**

_____  
Name/Title

_____  
Contract Administrator

**Date:** _____

**Date:** _____

**EXHIBIT B**  
**MAXIMUM BILLING RATES**

Project No: RFQ 19-014  
 Project Title: Dania Beach Southeast Drainage Improvements Phase 2  
 Consultant/ Aluces Corporation (Subconsultants)  
 Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Sr. Engineer	\$65.00		2.85		\$185.25
Sr. Engineer	\$65.00		2.85		\$185.25
Sr. Project Engineer	\$45.00		2.85		\$128.25
Project Engineer	\$33.00		2.85		\$94.05
Sr. Inspector	\$40.00		2.85		\$114.11

Multiplier of 2.85 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (128.18)%

FRINGE = HOURLY RATE X FRINGE (35.82) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (8.0)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

**Notes:**

**Consultant**

**County**

_____  
Name/Title

_____  
Contract Administrator

**Date:** _____

**Date:** _____

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: RFQ 19-014  
 Project Title: Dania Beach Southeast Drainage Improvements Phase 2  
 Consultant/ Subconsultant Name: Terracon Consultants, Inc. (Subconsultants)

<b>TITLE</b>	<b>MAXIMUM HOURLY RATE (\$/HR)</b>	<b>X</b>	<b>MULTIPLIER</b>	<b>=</b>	<b>MAXIMUM BILLING RATE (\$/HR)</b>
Principal Engineer	\$87.26		3		\$261.78
Sr. Geotechnical Engineer	\$52.60		3		\$157.80
Project Engineer	\$42.60		3		\$127.80
Sr. Engineering Technician	\$32.52		3		\$97.56
Administrative Assistant	\$23.05		3		\$69.15
CADD/Drafting	\$35.34		3		\$106.02

**Multiplier of 3.0 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (134.31)%

FRINGE = HOURLY RATE X FRINGE (43.88) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (8.0)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

**Notes:**

**Consultant**

**County**

_____  
Name/Title

_____  
Contract Administrator

**Date:** _____

**Date:** _____

**EXHIBIT B**  
**MAXIMUM BILLING RATES**

Project No: RFQ 19-014  
 Project Title: Dania Beach Southeast Drainage Improvements Phase 2  
 Consultant/ Premiere Design Solutions, Inc. (Subconsultants)  
 Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
					(\$/HR)
Principal	\$75.00		2.85		\$213.75
Sr. Project Engineer	\$75.00		2.85		\$213.75
Project Manager	\$65.00		2.85		\$185.26
Sr. Engineer	\$60.00		2.85		\$171.00
Project Engineer	\$45.00		2.85		\$128.25
Engineering Technician	\$35.00		2.85		\$99.75
Chief Surveyor	\$75.00		2.85		\$213.75
Survey Technician	\$30.00		2.85		\$85.50
Sr. Cad Technician	\$40.00		2.85		\$114.00
CAD Technician	\$30.00		2.85		\$85.50
Sr. Field Technician	\$45.00		2.85		\$128.25
Field Technician	\$35.00		2.85		\$99.75
Administrative Assistant	\$25.00		2.85		\$71.25

Multiplier of 2.85 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (128.18)%

FRINGE = HOURLY RATE X FRINGE (35.82) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (8.0)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

**Notes:**

**Consultant**

**County**

_____  
Name/Title

_____  
Contract Administrator

**Date:** _____

**Date:** _____

**EXHIBIT B-1**  
**REIMBURSABLES FOR DIRECT NON-SALARY EXPENSES**

<b>Reimbursable</b>	<b>Maximum Reimbursable</b>
Printing, Mileage, Tolls, Parking, Postage, Records Fees, Etc	<b>\$500.00</b>
Permit Application Fees	<b>\$20,000.00</b>
Soft Digs Utility Investigations (Anticipated 10/\$500 Each	<b>\$5,000.00</b>
<b>Total Maximum Reimbursables:</b>	<b>\$25,500.00</b>

## **EXHIBIT C**

### **Minimum Insurance Requirements**

The Consultant shall not commence Work under the Contract until Consultant has obtained all insurance required under this paragraph, and not until such time that the coverages are approved by the Risk Manager of the City. The Consultant shall not allow any employee of Consultant or any Subcontractor to commence Work on any subcontract until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Consultant shall be responsible for any and all policy deductibles and self-insured retentions.

**The following are requirements that must be met regarding the Consultant's delivery of Certificates of Insurance for all coverages required in the Agreement and Bid Documents:**

**“Preliminary” certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with your Responses submittal on the date and time of the opening of Responses.**

If the “preliminary” certificates are not included with your submittal, then the City has the right to consider the submitted response as non-responsive on the date and time of the response opening. “Preliminary” Certificates may be issued without documentation of all “Special Provisions”. However, Consultants must understand that all provisions, including “Special Provisions” noted below, are expected to be fully documented on or attached to the “Official” Certificates of Insurance as described below.

“Official” Certificates of Insurance must be delivered to the City Clerk’s Office and Risk Manager of the City. If the “Official” certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the “Notice of Selected Consultant”, then the City has the right to consider the awarded Agreement to the successful Consultant as void and to negotiate a contract with the next best qualified Consultant. “Special Provisions”, as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the “Official” certificates.

All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days’ prior written notice has been given to City. If this coverage is not provided, then Consultant is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies’ financial ratings must be no less than A-VII in the latest edition of the “BEST’S KEY RATING GUIDE”, published by A.M. Best Guide. In the event that the insurance carrier’s rating shall drop, the insurance carrier shall immediately notify the City in writing.

Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City



indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Consultant shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONSULTANT AND ANY APPROVED SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE RFQ DOCUMENTS CONCERNING DELAY.**

### **INSURANCE REQUIREMENTS**

The Consultant shall secure and maintain throughout the duration of this RFQ and agreement, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as Additional Insureds, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be “project specific” with regard to this Project and shall be primary insurance with respect to the City, their officials, employees, agents and volunteers naming the City as additional insureds. Any insurance maintained by the City shall be in excess of the Consultant’s insurance and shall not contribute to the Consultant’s insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Consultant as it deems necessary or prudent.

Commercial General Liability coverage with limits of liability of not less than a \$1,000,000.00 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000.00 each.

Workers’ Compensation Insurance shall be maintained by Contractor and any subcontractors during the life of the Agreement, including any applicable warranty period(s), and it is to apply to all “statutory employees” of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

In the case any work is sublet as otherwise addressed in the Agreement or Bid Documents, the Contractor shall require any Subcontractors similarly to provide Workers’ Compensation Insurance for all of the latter’s employees, in addition to any coverage afforded by the Contractor, by furnishing statutory limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers’ Liability limits Part B.

**IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING: 1) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR**

**PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR II) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.**

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

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

Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

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

Coverage shall apply for a minimum of three years following completion of the project.

The above are minimum requirements for jobs up to \$100,000.00. For Jobs over \$100,000, the following increased limits are required:

- General Liability: \$2,000,000.00 Per Occurrence/\$4,000,000 Aggregate
- Automobile Liability: \$2,000,000.00
- Professional Liability: \$3,000,000.00 Per Occurrence

**EXHIBIT D**  
**WORK AUTHORIZATION FOR AGREEMENT _____**

Contract Number: _____

Work Authorization No. _____

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This Work Authorization is between City of _____ and _____ (“Consultant”) pursuant to the Agreement, executed on _____. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

**Services to be provided: [DESCRIBE IN DETAIL]**

[Simple summary]

See Exhibit A for additional detail.

Agreement at issue is __ Lump Sum/ __ Not-to-Exceed in the amount: \$ _____

The time period for this Work Authorization will be from the date of complete execution until ____ (____) days after Notice to Proceed for the Services to be provided under this Work Authorization, unless otherwise extended or terminated by the Contract Administrator.

**Fee Determination:** Payment for services under this Work Authorization is as follows:

Services	\$ _____
General Services	\$ _____
Goods or Equipment	\$ _____
Total Cost of this Work Authorization	\$ _____

The foregoing amounts shall be invoiced by Consultant upon written acceptance by City of all goods and services provided under this Work Authorization.

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**County**

_____	_____	Contract Administrator	Date
Project Manager	Date	City Commission or Designee	Date

---

**Consultant**

_____	Signed	Date
Attest	Typed Name	
	Title	

**Exhibit _E_ CBE Subconsultant Schedule and Letters of Intent**

	<b>Firm</b>	<b>Service</b>
<b>1</b>	<b>Premiere Design Solutions, Inc.</b>	<b>Survey Services</b>
<b>2</b>	<b>Conemco</b>	<b>Engineering</b>
<b>3</b>		
<b>4</b>		
<b>5</b>		

Per Broward County Requirements, 30% of the work needs to be performed by a Broward County CBE Firm. For this job, we are using Premiere Design Solutions, Inc. and Conemco Consultants for a total CBE Percentage of 33.41%.

Add Letter of Intent from Conemco Engineering, Inc. and Premiere Design Solutions, Inc.

## **Exhibit F Subconsultant Schedule**

Miller Legg  
Conemco  
Infinite Source  
Terracon  
Premier Design Solutions, Inc.  
Aluces Corporation

**Exhibit G**  
**Federal Match Funding Agreement, for subrecipient /consultant**

**Mandatory Contract Provisions**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity  
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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¹ For example, the Davis-Bacon Act is not applicable to HMGP subgrants.



(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

# CITY OF DANIA BEACH

## Agenda Request Item

**Type of Request:** Ordinance

**Continued from:**

### Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING CHAPTER 20, ENTITLED “POLICE” OF THE CITY’S CODE OF ORDINANCES, ARTICLE IV, ENTITLED “WRECKER AND TOWING SERVICES,” TO AMEND AND UPDATE THE TOWING CODE REQUIREMENTS TO BE CONSISTENT WITH STATE AND COUNTY REQUIREMENTS

### Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

### Fiscal Impact/Cost Summary

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### Exhibits Attached

Memo Towing Ordinance (Second Reading), O-2021- Amending Article IV Wrecker and Towing Services of Chapter 20 Police





## CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

### MEMORANDUM

**DATE:** May 11, 2021

**TO:** Honorable Mayor and Commissioners

**FROM:** Thomas J. Ansbro, City Attorney Thomas J. Ansbro

**SUBJECT:** Updating the City's Towing Ordinance – SECOND READING

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Digitally signed by Thomas J. Ansbro  
DN: cn=Thomas J. Ansbro, o=City of Dania  
Beach, ou=Legal Department,  
email=tansbro@daniabeachfl.gov, c=US  
Date: 2021.04.30 13:01:05 -04'00'

#### **The Request**

To adopt at second reading the update to the City's Towing Ordinance.

#### **Background**

The City's towing code was adopted on October 12, 1976, and many of the provisions have been superseded due to changes in state and county requirements. With the attached amendment, the City seeks to update its wrecker and towing service requirements to be consistent with Florida Statutes Chapter 715 and Broward County requirements under Broward County Ordinances, Chapter 20, Section 176, et. seq., relating to wrecker and towing requirements. The State and Broward rules address all insurance requirements, and all minimum requirements for towing and wrecker vehicles, and as such, the City's insurance and minimum requirements have been superseded, and are proposed to be eliminated from the Code.

In order to ensure options to the residents of the City as to towing providers, consistent with state law, the City is allowing towing and wrecker companies to have a storage lot within ten (10) miles of the municipal limits, rather than requiring the towing lot to be located within City limits. The City is codifying the requirement that the wrecker and towing services are required to pick up and remove crash or accident debris from the right-of-way when picking up and moving a vehicle from the public rights-of-way to a towing lot.

#### **Budgetary Impact**

There should be no budgetary impact to the City. The distance modification (to allow a wrecker company to be within 10 miles of the City's limits) should allow for more competition and greater service to the residents of Dania Beach.

TJA/la

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

## **ORDINANCE NO. 2021-015**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 20, ENTITLED “POLICE” OF THE CITY’S CODE OF ORDINANCES, ARTICLE IV, ENTITLED “WRECKER AND TOWING SERVICES,” TO AMEND AND UPDATE THE TOWING CODE REQUIREMENTS TO BE CONSISTENT WITH STATE AND COUNTY REQUIREMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City’s towing code was adopted on October 12, 1976 and many of the provisions have been superseded due to changes in state and county requirements; and

**WHEREAS**, the City seeks to update its wrecker and towing service requirements to be consistent with Florida Statutes Chapter 715 and Broward County requirements under Broward County Ordinances, Chapter 20, Section 176, et. seq., relating to wrecker and towing requirements; and

**WHEREAS**, the State and Broward rules address all insurance requirements, and all minimum requirements for towing and wrecker vehicles; and

**WHEREAS**, in order to ensure options to the residents of the City as to towing providers, consistent with state law, the City is allowing towing and wrecker companies to have a storage lot within ten (10) miles of the municipal limits, rather than requiring the towing lot to be located within City limits; and

**WHEREAS**, the City is codifying the requirement that the wrecker and towing services are required to pick up and remove crash or accident debris from the right-of-way when picking up and moving a vehicle from the public rights-of-way to a towing lot; and

**WHEREAS**, the City Commission conducted a duly noticed public hearing in accordance with law; and

**WHEREAS**, the City Commission finds that the approval of the proposed ordinance will protect the public health, safety, and welfare of the residents of the City;

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

**Section 1.** That the preceding “WHEREAS” clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

**Section 2.** That Chapter 20, entitled “Police,” of the City’s Code of Ordinances, Article IV, entitled “Wrecker and Towing Services, is amended to read as follows:

**ARTICLE IV. ARTICLE IV. - WRECKER AND TOWING SERVICES**

**Sec. 20-47. - Police to maintain list, use only listed operators.**

The police department shall maintain a rotation list with respect to the calling of wrecker or towing services as to traffic accidents or other towing requirements within the Ceity and shall call only those wrecker or towing services on such approved list.

**Sec. 20-48. - Calls to be rotated on list.**

As to wrecker or towing services which are on the approved list, the chief of police is directed to adopt a plan so that the calls are rotated on an even and equitable basis among the eligible services on such approved list.

**Sec. 20-49. - Qualifications to be listed.**

The Ceity Mmanager shall approve to be placed on such list a wrecker or towing service which meets the following qualifications:

- (a) Complies with all State (Fla. Stat. Chapter 715) and Broward County requirements (Broward County Ordinances, Chapter 20, Section 176, et. seq). ~~The owner, president or representative of such commercial wrecker service must be physically available within the limits of the city on a daily basis.~~
- (b) The owner or president of the commercial wrecker service must have a commercial garage located within ten (10) miles of the City’s jurisdictional limits ~~in the city~~, with such garage having a sufficient enclosed storage area, with a chain link fence constituting a sufficient enclosure, to store at least eighty (80) wrecked motor vehicles and at least six (6) indoor storage stalls with all of such storage area being contiguous to the said garage.
- ~~(c) The owner or president must own within the city limits the site of his garage or wrecker service, including the area where the storage area is located, in fee simple.~~
- (c) All tow trucks shall have the following equipment:
  - (1) The name of the establishment must be lettered in a professional manner on both sides of the vehicles (magnetic sign shall not be acceptable).
  - (2) There shall be a rotor beam type light mounted on top of the wrecker in such a manner that it can be seen from the front, rear and both sides. This light shall be amber in color and shall not be in operation when a wrecker has been dispatched on a tow call. The rotating amber light will be used at the scene of the tow and while towing the vehicle back to a compound. No tow vehicle will be equipped with a siren.
  - (3) Amber lights shall be installed on the front of the wrecker, with amber reflectors on the front sides.
  - (4) Red lights and red reflectors shall be installed on the rear and rear sides.

- (5) Dollies.
  - (6) At least one heavy duty push broom and shovel.
  - (7) Flood lights on hoist.
  - (8) One axe.
  - (9) One crowbar or prybar.
  - (10) Minimum of one four-pound CO₂ fire extinguisher or equal.
  - (11) One pair of blot cutters.
  - (12) One set of jumper cables.
  - (13) One four-way lug wrench.
  - (14) One flashlight.
  - (15) One set of red reflectors.
  - (16) One set of three portable reflectors.
  - (17) Five (5) thirty minute fuses.
  - (18) Two (2) red flags at least one foot by one foot.
- (d) ~~Wreckers will be classified as follows:—~~Towing classes shall be regulated under Broward County Code Chapter 20, Section 176, at 20-176.12.
- (1) ~~Class "A" for cars and light trucks will have the following equipment:~~
- a. ~~Tow truck shall have a minimum manufacturer capacity of ten thousand (10,000) pounds GVW.~~
  - b. ~~Boom capacity of not less than four (4) tons.~~
  - c. ~~Power winch with a pulling capacity of not less than four (4) tons.~~
  - d. ~~Minimum of two hundred (200) feet of three-eighths inch cable.~~
  - e. ~~Cradle tow plate or tow sling to pick up vehicles. Cradle tow plate to be equipped with safety chains and so constructed that no further damage will occur when picking up vehicle.~~
  - f. ~~Dual wheels.~~
- (2) ~~Class "B" for one and two ton trucks will have the following equipment:~~
- a. ~~Tow truck shall have a minimum manufacturer capacity of fifteen thousand (15,000) pounds GVW.~~
  - b. ~~Boom capacity of not less than six (6) tons.~~
  - c. ~~Power winch pulling capacity of not less than ten (10) tons.~~
  - d. ~~Minimum of two hundred (200) feet of at least seven-sixteenth inch cable.~~
  - e. ~~Cradle tow or tow sling to pick up vehicle. Cradle tow plate to be equipped with safety chains.~~

- ~~f. Double booms so constructed as to permit splittings. Each boom to operate independently or jointly.~~
- ~~g. Dual wheels.~~
- (3) ~~Class "C" semitrucks, house trailers, buses, etc., shall have the following equipment:~~
  - ~~a. Tow truck shall have a minimum manufacturer capacity of not less than twenty-five thousand (25,000) pounds GVW.~~
  - ~~b. Boom capacity of not less than fifteen (15) tons.~~
  - ~~c. Power winch pulling capacity of not less than twenty-five (25) tons.~~
  - ~~d. Double booms constructed to permit separating; each boom to operate independently or jointly.~~
  - ~~e. Minimum of two hundred (200) feet of at least nine-sixteenth inch cable.~~
  - ~~f. Airbrakes so constructed as to lock all wheels automatically upon failure of same.~~
  - ~~g. Cradle tow plate or tow sling to pick up vehicles. Cradle tow plate to be equipped with safety chain.~~
  - ~~h. Dual wheels.~~
- ~~(f) The wrecker service owner shall own, lease, or have a sufficient number of class "A", "B" and "C" wreckers available to his use so that he may respond to tow calls from the city police department or other departments within thirty (30) minutes, and forthwith proceed to remove any type of vehicle or vehicles from the streets or property of the city.~~
- (d) The wrecker service owner shall meet all the requirements of the Florida Highway Patrol and the Florida Statutes in rendering service as required.
- (e) All towing vehicles used shall be equipped with two-way radio communication system. The communication system shall be between the towing company's base station and all tow and service trucks utilized in providing police and/or city towing services.
- (f) The service shall maintain, in favor of the city, such liability insurance as the city manager shall find necessary, taking into consideration the volume and type of services performed pursuant to this article by the service.
- (g) The enclosed storage areas required in subsection (b) above shall be under the personal control at all times of an employee of the service or shall be securely locked, providing in any event that service shall be available to the public for inspection or retrieval of motor vehicles between the hours of 9:00 a.m. and 5:00 p.m. on each day, Monday through Saturday, excepting legal holidays as defined by the laws of the state of Florida.
- (h) Operators of wreckers and towing vehicles utilized at accidents or picking up vehicles from the public rights-of-way shall be required to clean up the roadway of accident debris before transferring the vehicle(s) from the right-of-way to a storage lot.

**Secs. 20-50—20-70. - Reserved.**

**Section 3.** That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 4.** That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

**Section 5.** That this Ordinance shall be effective immediately upon its passage and adoption on second reading.

**PASSED** on first reading on April 27, 2021.

**PASSED AND ADOPTED** on second reading on May 11, 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:** Ordinance

**Continued from:**

### Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE APPROVING THE RIGHT-OF-WAY VACATION REQUEST (VC-10-21) SUBMITTED BY LAWRENCE KRAMER, ON BEHALF OF THE PROPERTY OWNER, 800 OLD GRIFFIN, LLC., FOR THE PROPERTY GENERALLY LOCATED BETWEEN BLOCK 3 AND BLOCK 2 TO THE IMMEDIATE NORTH AND SOUTH, RESPECTIVELY, AND BETWEEN THE INTERSECTION OF NORTHWEST 9TH AND 8TH AVENUES TO THE IMMEDIATE WEST AND EAST, RESPECTIVELY, WHICH RIGHT OF WAY IS CONTAINED WITHIN THE PLAT OF DANIA MANOR, RECORDED IN PLAT BOOK 10, PAGE 53, OF THE PUBLIC RECORDS BOOK FOR BROWARD COUNTY, WHICH RIGHT OF WAY IS GENERALLY DESCRIBED AS “NORTHWEST 3RD PLACE,” AND IS LOCATED WITHIN THE CITY OF DANIA BEACH, FLORIDA, WHICH RIGHT OF WAY IS LEGALLY DESCRIBED IN EXHIBIT A, A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE

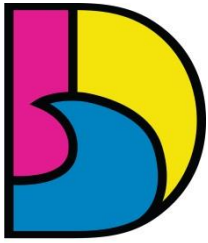
### Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

### Fiscal Impact/Cost Summary

### Exhibits Attached

CM VC-10-21 ROW Vacation - 800 Old Griffin Rd-2nd Reading, SR VC-10-21 ROW Vacation 800 Old Griffin-2nd Reading, O-2021-016 800 Old Griffin, LLC Vacation of ROW (VC-10-21), O-2021-016 800 Old Griffin, LLC Vacation of ROW (VC-10-21) Exhibit B, Location Map, Supporting Documents



DANIA BEACH  
SEA IT. LIVE IT. LOVE IT.

## CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

**DATE:** May 11, 2021

**TO:** Honorable Mayor and Commissioners

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

**VIA:** Candido Sosa-Cruz, Assistant City Manager  
Eleanor Norena, CFM, Director  
Corinne Lajoie, AICP, Deputy Director  
Richard Lorber, AICP, Planning and Zoning Manager  
Anne-Christine Carrie, Senior Planner

**SUBJECT:** **VC-010-21:** The applicant, Lawrence Kramer, on behalf of the property owner 800 Old Griffin, LLC is requesting a vacation of right-of-way for the portion of NW 3 Place located between NW 8 Avenue and NW 9 Avenue (Second Reading)

Digitally signed by Eleanor Norena  
DN: cn=Eleanor Norena, o=City of  
Dania Beach, ou=Community  
Development,  
c=US  
Date: 2021.04.29 13:49:13 -0400

Digitally signed by Richard  
Lorber  
Date: 2021.04.29 09:41:27 -0400

Digitally signed by Anne-Christine  
Carrie  
DN: cn=Anne-Christine Carrie, o=City of  
Dania Beach, ou=Community  
Development,  
c=US  
Date: 2021.04.29 13:49:13 -0400

Digitally signed by Candido Sosa-Cruz  
DN: cn=Candido Sosa-Cruz, o=City of  
Dania Beach, ou=City Manager,  
c=US  
Date: 2021.04.29 13:49:13 -0400

**Request:** To vacate a portion of NW 3 Place, lying between NW 8th and NW 9th Avenues, in accordance with Article 655.

### **Background**

The applicant is proposing to vacate approximately 300 linear feet of Right-of-Way (ROW) on NW 3 Place located between NW 8 Avenue and NW 9 Avenue. The applicant owns the property to the north and south of the ROW and, if approved, would receive the entire width of the ROW. This request is in conjunction with a Site Plan application (SP-87-21) which will be heard as a separate item.

On April 21, 2021, the Planning and Zoning Board heard this item and made a favorable recommendation to the City Commission.

On April 27, 2021, the City Commission approved this item on First Reading.

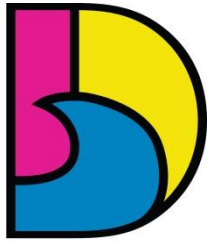
### **Budgetary Impact**

None.

### **Recommendation**

Approve the Ordinance with the condition that the easement providing the City access for maintenance of the water line is recorded in the Broward County Public Records prior to the issuance of any building permit.





DANIA BEACH  
SEA IT. LIVE IT. LOVE IT.

## CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

**DATE:** May 11, 2021

**TO:** Honorable Mayor and Commissioners

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

**VIA:** Candido Sosa-Cruz, Assistant City Manager  
Eleanor Norena, CFM, Director  
Corinne Lajoie, AICP, Deputy Director  
Richard Lorber, AICP, Planning and Zoning Manager  
Anne-Christine Carrie, Senior Planner

Digitally signed by Candido Sosa-Cruz  
DN: cn=Candido Sosa-Cruz, ou=City of Dania Beach, email=candido.sosa-cruz@danibeach.com, c=US  
Date: 2021.04.29 13:45:11 -0400

Digitally signed by Eleanor Norena  
DN: cn=Eleanor Norena, ou=City of Dania Beach, email=enorena@danibeach.com, c=US  
Date: 2021.04.29 11:13:30 -0400

Digitally signed by Corinne Lajoie  
DN: cn=Corinne Lajoie, ou=City of Dania Beach, email=clajoie@danibeach.com, c=US  
Date: 2021.04.29 11:13:30 -0400

Digitally signed by Richard Lorber  
Date: 2021.04.29 09:40:51 -0400

Digitally signed by Anne-Christine Carrie  
DN: cn=Anne-Christine Carrie, ou=City of Dania Beach, email=acarry@danibeach.com, c=US  
Date: 2021.04.29 10:00:00 -0400

**SUBJECT:** **VC-010-21:** The applicant, Lawrence Kramer, on behalf of the property owner 800 Old Griffin, LLC is requesting a vacation of right-of-way for the portion of NW 3 Place located between NW 8 Avenue and NW 9 Avenue. (Second Reading)

---

### REQUEST

To vacate a portion of NW 3 Place, lying between NW 8th and NW 9th Avenues, in accordance with Article 655.

### PROPERTY INFORMATION

EXISTING ZONING:	Marine (MA)
LAND USE DESIGNATION:	Regional Activity Center (RAC)

### VIOLATIONS ON PROPERTY

There are no Code Compliance violations on record for the subject property.

### PUBLIC HEARING NOTICE

This item was duly advertised, posted and noticed pursuant to Article 610 of the LDC.

The applicant is proposing to vacate approximately 300 linear feet of Right-of-Way (ROW) on NW 3 Place located between NW 8 Avenue and NW 9 Avenue. The applicant owns the property to the north and south of the ROW and, if approved, would receive the entire width of the ROW. This request is in conjunction with a Site Plan application (SP-87-21) which will be heard as a separate item.

### VACATION OF RIGHT-OF-WAY

The vacation process for ROW is identified in the City's Land Development Code (LDC) in Section 655-20. This code provision requires the applicant to provide evidence of notification to all utilities (public and private) that may have an interest in the area to be vacated. Below is a list of all public utilities and the date each was notified of the vacation request by the applicant.

- Comcast – 01-20-21.
- Teco People's Gas – 01-18-21.
- Florida Power & Light – 01-18-21.
- AT&T – 01-21-21
- City of Dania Beach Public Works Department – 01-18-21.

#### VACATION CRITERIA

Section 655 of the Land Development Code states, the City Commission shall hold its public hearing and, after consideration of the application, staff findings, and information presentation at the public hearing. The City Commission may deny, approve or approve with conditions the application for vacation, based upon its determination that the request meets the criteria identified in Section 655-40, which are identified below.

1. "Whether the vacation will adversely affect access to neighboring properties."
2. "Whether the subject right-of-way or easement is needed for any public purpose."

The applicant has provided written justification indicating the request is consistent with the criteria.

#### DEVELOPMENT REVIEW COMMITTEE (DRC)

The vacation application was reviewed by the DRC, in conjunction with the Site Plan application on November 25, 2020, December 31, 2020 and February 11, 2021.

Through this project, the Applicant shall dedicate an easement to the City allowing access to maintain the existing City water main that runs along the south edge of this ROW.

On April 21, 2021, the Planning and Zoning Board heard this item and made a favorable recommendation to the City Commission.

On April 27, 2021, the City Commission approved this item on First Reading.

#### RECOMMENDATION

This application meets the requirements of Article 655 with respect to vacations of right-of-way, and the Applicant has provided all necessary documentation for the vacation requested.

Therefore, staff is recommending that the City Commission approve the Ordinance to vacate NW 3 Place, between NW 8 Avenue and NW 9 Avenue, with the condition that the easement providing the City access for maintenance of the water line is recorded in the Broward County Public Records prior to the issuance of any building permit.

## **ORDINANCE NO. 2021-016**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE RIGHT-OF-WAY VACATION REQUEST (VC-10-21) SUBMITTED BY LAWRENCE KRAMER, ON BEHALF OF THE PROPERTY OWNER, 800 OLD GRIFFIN, LLC., FOR THE PROPERTY GENERALLY LOCATED BETWEEN BLOCK 3 AND BLOCK 2 TO THE IMMEDIATE NORTH AND SOUTH, RESPECTIVELY, AND BETWEEN THE INTERSECTION OF NORTHWEST 9TH AND 8TH AVENUES TO THE IMMEDIATE WEST AND EAST, RESPECTIVELY, WHICH RIGHT OF WAY IS CONTAINED WITHIN THE PLAT OF DANIA MANOR, RECORDED IN PLAT BOOK 10, PAGE 53, OF THE PUBLIC RECORDS BOOK FOR BROWARD COUNTY, WHICH RIGHT OF WAY IS GENERALLY DESCRIBED AS “NORTHWEST 3RD PLACE,” AND IS LOCATED WITHIN THE CITY OF DANIA BEACH, FLORIDA, WHICH RIGHT OF WAY IS LEGALLY DESCRIBED IN EXHIBIT A, A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, pursuant to Chapter 28, entitled Land Development Code (the “LDC”), Part 6, entitled “Development Review Procedures And Requirements,” Article 655, entitled “Vacations Of Right-Of-Way” of the City Code of Ordinances (the “City Code”), Lawrence Kramer, on behalf of the property owner, 800 Old Griffin, LLC (the “Applicant”), has applied to the City of Dania Beach (the “City”) for approval to Vacate the Right-of-Way (VC-10-21), known as “NW 3rd Place” (the legal description for the right of way is attached to this Ordinance as Exhibit A); and

**WHEREAS**, the proposed vacation is identified in Exhibit B, which is attached and incorporated into this Ordinance; and

**WHEREAS**, the City Planning and Zoning Board, sitting as the Local Planning Agency, held a duly advertised public hearing on April 21, 2021 and recommended approval of the proposed right of way vacation; and

**WHEREAS**, staff recommended approval of the proposed right of way vacation in its staff report to the City Commission dated April 27, 2021; and

**WHEREAS**, the City Commission conducted two (2) duly noticed public hearings in accordance with Article 610 of the LDC; and

**WHEREAS**, the City Commission finds that granting the requested right of way vacation will not adversely affect access to neighboring properties and will not be detrimental to the public health, safety and welfare; and

**WHEREAS**, the City Commission finds that NW 3rd Place is no longer needed as a road, and that it is in the best interest of the City to grant the request to vacate the right of way.

**NOW, THEREFORE, 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 they are made a specific part of this Ordinance.

**Section 2.** Pursuant to Chapter 28, entitled “Land Development Code,” Part 6, entitled “Development Review Procedures and Requirements,” Article 655, “Vacations of Right-Of-Way,” of the City Code, the requested right of way Vacation (VC-10-21), as delineated on the attached Exhibit “A,” is approved with the following condition:

Provide the City with a copy of the recorded easement along the abandoned right of way area, which easement shall provide the City perpetual access to the easement area in order to maintain the City’s water line. Said easement shall be executed and recorded prior to the issuance of any building permit. The legal description for the easement area to be dedicated to the City shall be for the area identified in Exhibit B.

**Section 3.** If any clause, section, sentence or phrase of this Ordinance is for any reason held unconstitutional or invalid by a competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 4.** All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

**Section 5.** This Ordinance shall be in force and take effective immediately upon its passage and adoption.

**PASSED** on first reading on April 27, 2021.

**PASSED AND ADOPTED** on second reading on May 11, 2021.

ATTEST:

---

THOMAS SCHNEIDER, CMC  
CITY CLERK

---

TAMARA JAMES  
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

---

THOMAS J. ANSBRO  
CITY ATTORNEY

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

All that portion of the 30' Right-Of-Way of Northwest 3rd Place lying between and immediately adjacent to the North Line of Block 2, and the South Line of Block 3, DANIA MANOR, according to the Plat thereof recorded in Plat Book 10, Page 53, Public Records of Broward County, Florida, being bounded on the East by a Line 10 Feet West of the Southerly extension of the East Line of said Block 3, and on the West by a Line 17.5 Feet East of the Southerly extension of the West Line of said Block 3.

**EXHIBIT B**  
**UTILITY EASEMENT**

**EXHIBIT 'A'**  
**UTILITY EASEMENT**  
PORTION OF BLOCK 2 DANIA MANOR  
PLAT BOOK 10, PAGE 53

**LEGAL DESCRIPTION:**

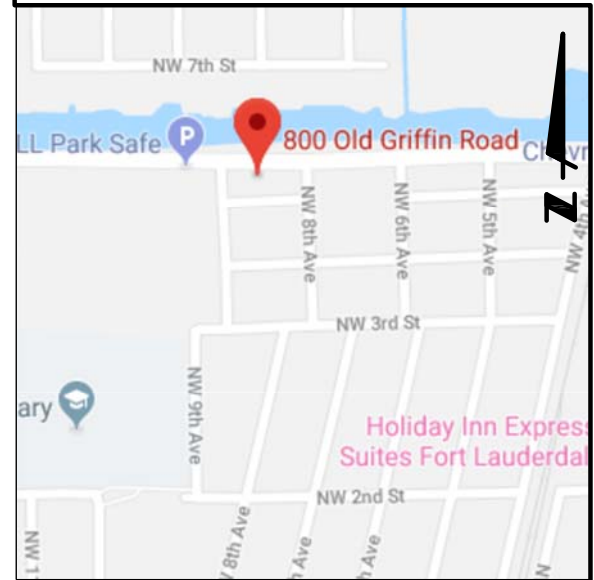
THE NORTH 7.5 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND:  
ALL OF LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 2, DANIA MANOR, ACCORDING TO  
THE CORRECTED PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 53, IN THE  
PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA..

**(PARCEL G - ORB 39194, PAGE 1075)**

TOGETHER WITH THE SOUTH 7.5' OF THE ABANDONED RIGHT OF WAY OF NW 3RD  
PLACE, A 30 FEET WIDE RIGHT OF WAY AS SHOWN ON THE PLAT OF DANIA MANOR,  
RECORDED IN PLAT BOOK 10, PAGE 58, BOUNDED ON THE WEST BY THE NORTHERLY  
EXTENSION OF THE WEST LINE OF SAID BLOCK 2, AND ON THE EAST BY THE  
NORTHERLY EXTENSION OF THE EAST LINE OF SAID BLOCK 2.

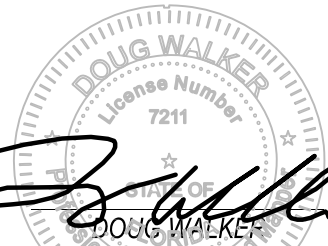
**SURVEYORS' NOTES:**

1. I HEREBY CERTIFY THIS SURVEY MEETS STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.050-.052, OF THE FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.
2. THE SURVEY MAP AND REPORT AND THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR VERIFIED ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THIS FIRM'S CERTIFICATE OF AUTHORIZATION NUMBER IS LB 8261.
4. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. **TITLE REVIEW:**  
A REVIEW OF THE COMMITMENT FOR TITLE INSURANCE BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER 891857, DATED JUNE 1, 2020 @ 11:00 PM, WAS PERFORMED BY THIS OFFICE.  
ALL SCHEDULE B-II EXCEPTIONS AFFECTING THE SUBJECT PROPERTY ARE DEPICTED.
6. THIS SKETCH REFLECTS A BOUNDARY SURVEY PREPARED BY THIS OFFICE LAST REVISION DATED 01-12-21, JOB NUMBER S16080720



VICINITY SKETCH  
NOT TO SCALE

02-15-21  
DATE

  
DOUG WALKER

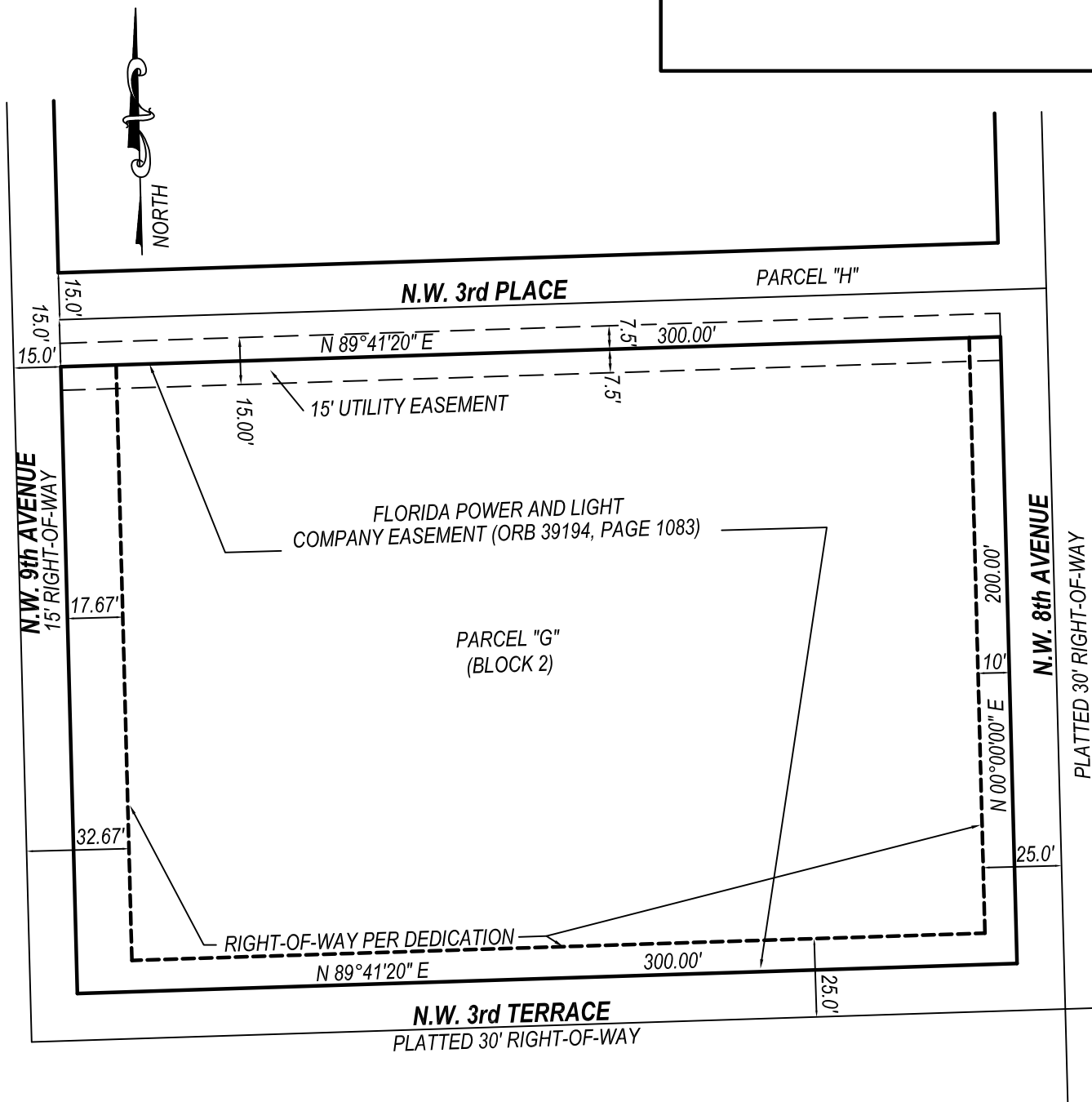
PROFESSIONAL LAND SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE No. 7211



**PRINCIPAL  
MERIDIAN  
SURVEYING INC.**

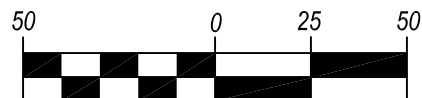
4546 CAMBRIDGE STREET  
WEST PALM BEACH, FL 33415  
PHONE 833.478.7764 / FAX 561.478.1094  
WWW.PMSURVEYING.NET





(G) = GRID  
(P) = PLAT

GRAPHIC SCALE



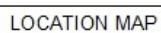
1 INCH = 50 FT.



**PRINCIPAL  
MERIDIAN  
SURVEYING INC.**

4546 CAMBRIDGE STREET  
WEST PALM BEACH, FL 33415  
PHONE 833.478.7764 / FAX 561.478.1094  
WWW.PMSURVEYING.NET

JOB#S16080720

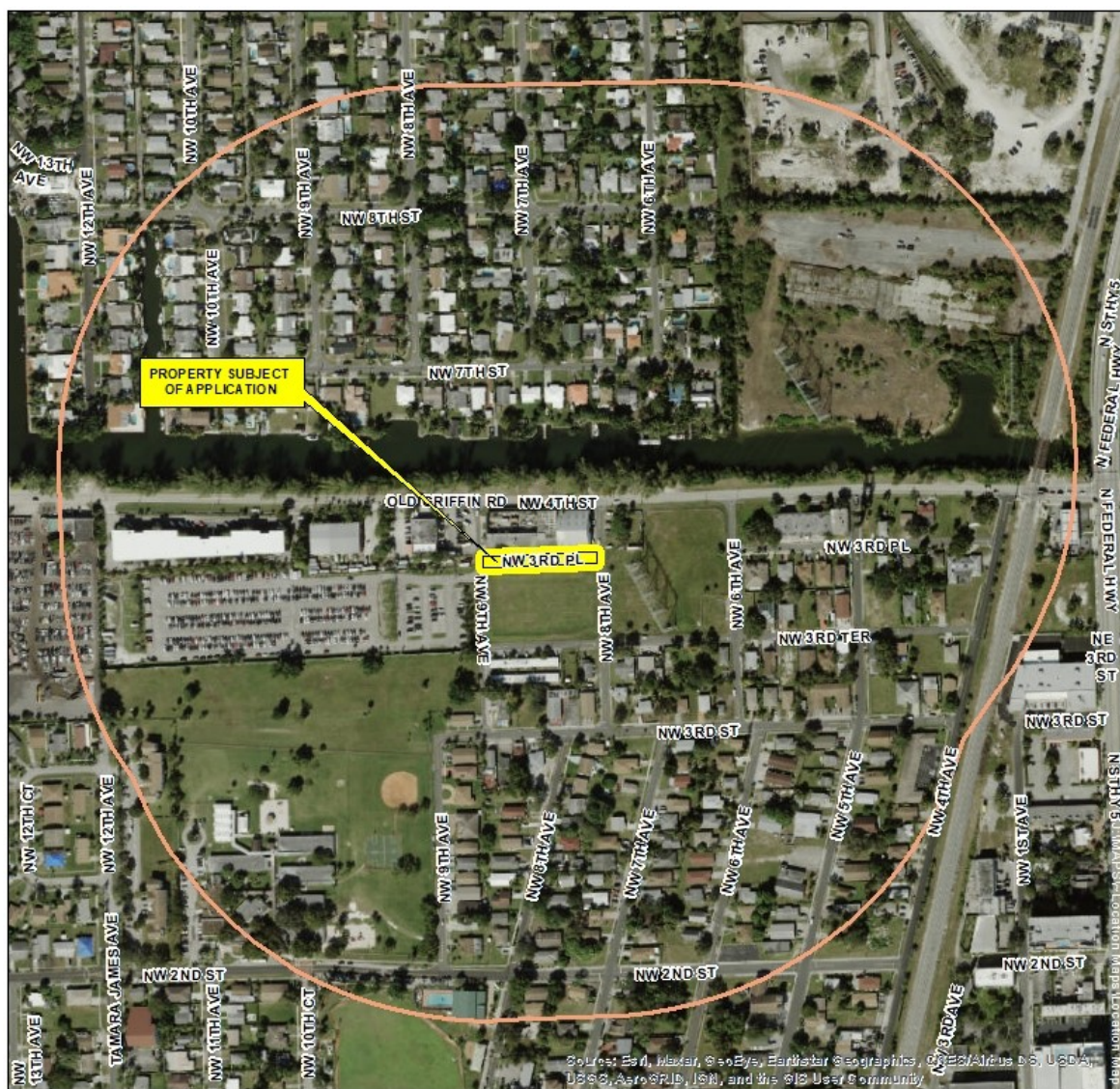
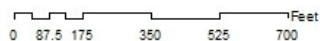
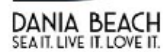


## VACATION OF RIGHT-OF-WAY

NW 3 PLACE

### Legend

-  SUBJECT PROPERTY  
 1000' RADIUS





[illegible]

LAWRENCE KRAEMER, ARCHITECT  
FLORIDA REGISTRATION NO. 6273

**SOUTHEAST**  
**ARCHITECTS SERVICES, INC.**

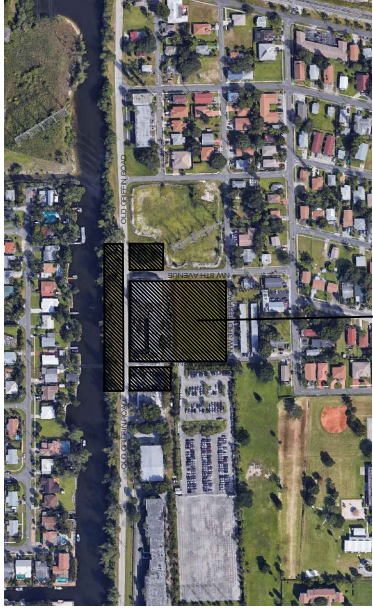
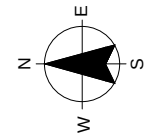
4310 WEST BROWARD BLVD. Ste. 3 # Plantation, FL 33317  
(954) 797-2821 - FAX (954) 797-2847  
L.L.C. # AA-C001953



800 OLD GRIFFIN LLC  
800 OLD GRIFFIN ROAD  
DANIA BEACH, FL 33004

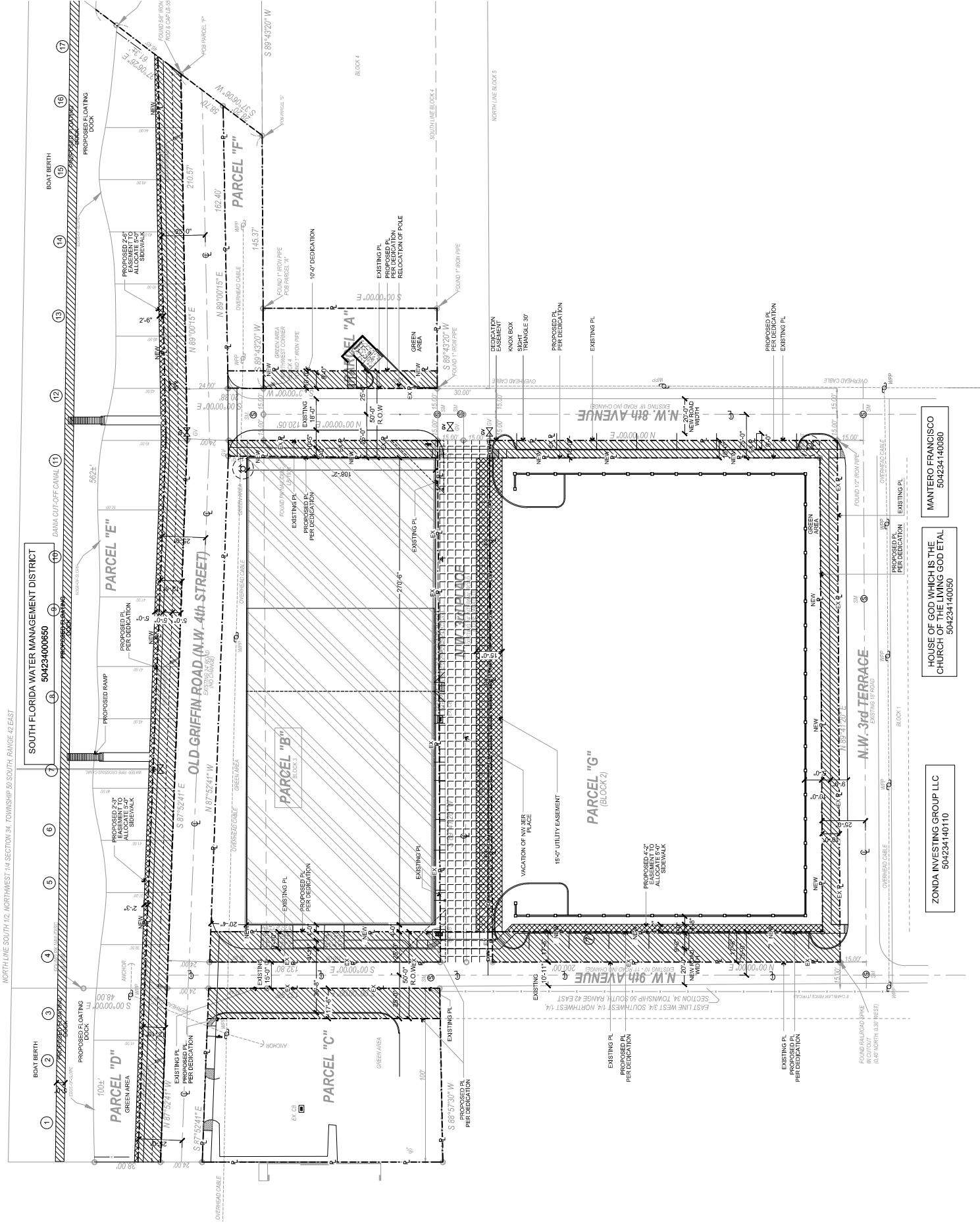
DRAWN: SEA
COLLABORATE:
DATE: 5-29-2019
PROJECT NUMBER: 08-16
SHEET NUMBER:

SP-1.1



## LOCATION MAP

**SCALE: N.T.S.**



**PROPERTY ADDRESS:**  
800 OLD GRIFFIN ROAD  
DANIA BEACH, FL 33004

**FLOOD ZONE:** 'X'  
**Panel No.:** 12011C 0667H  
**Date:** AUGUST 18, 2014

**CERTIFIED TO:** 800 OLD GRIFFIN, LLC, A FLORIDA LIMITED LIABILITY COMPANY  
EDGAR A. BENES, P.A.  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
CENTENNIAL BANK, ITS SUCCESSORS AND/OR ASSIGNS AS THEIR INTERESTS MAY  
APPEAR

**LEGAL DESCRIPTION: (PARCELS A, B, C & D - ORB 1697, PAGE 64)**  
ALL OF BLOCK 3, AND THE WEST 46 FEET OF BLOCK 4 OF DANIA MANOR,  
ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10, AT PAGE 53, OF  
THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

AND  
BEGINNING AT THE NW CORNER OF BLOCK 3 OF DANIA MANOR, ACCORDING TO  
THE CORRECTED PLAT THEREOF, RECORDED IN PLAT BOOK 10, AT PAGE 53 OF  
THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THENCE NORTHWARD  
ALONG THE WEST LINE OF SAID BLOCK 3 EXTENDED TO THE EDGE OF THE SOUTH  
BORDER OF THE PRESENT PAVING OF NW 4TH STREET (BROWARD ROAD, ALSO  
KNOWN AS GRIFFIN ROAD), THENCE EASTWARD ALONG THE SAID SOUTH BORDER  
OF SAID PAVING A DISTANCE OF APPROXIMATELY 300 FEET TO A POINT NORTH OF  
THE NE CORNER OF THE SAID BLOCK 3, WHICH POINT INTERSECTS WITH THE EAST  
LINE OF SAID BLOCK 3 EXTENDED NORTHWARD, THENCE SOUTHWARD TO THE NE  
CORNER OF SAID BLOCK 3, THENCE WESTWARD ALONG THE NORTH LINE OF SAID  
BLOCK 3 A DISTANCE OF APPROXIMATELY 300 FEET TO A POINT OF BEGINNING;  
AND  
THAT PART OF THE EAST 100 FEET OF THE W 3/4 OF THE N 1/2 OF THE SW 1/4 OF  
THE NW 1/4 OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 42 EAST, LESS CANAL  
RIGHT-OF-WAY, LYING NORTH OF THE NORTH LINE OF THE FLORIDA POWER AND  
LIGHT COMPANY RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 609,  
PAGE 618 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

**LEGAL DESCRIPTION: (PARCELS E & F - ORB 1663, PAGE 19)**  
A PARCEL OF LAND LYING IN THE EAST 1/2 OF THE NE 1/4 OF THE SW 1/4 OF THE NW  
1/4 AND IN THE WEST 1/2 OF THE NW 1/4 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 34,  
TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF BLOCK 4 OF CORRECTED PLAT OF DANIA  
MANOR, SECTION 34, TOWNSHIP 50 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT  
BOOK 10, PAGE 53, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;  
THENCE RUN WEST ALONG THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 176.3  
FEET TO THE POINT OF BEGINNING, THENCE DEFLECT 127°23'06" TO THE RIGHT, WEST  
TO NEJ AND RUN NORTHEASTERLY TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NW  
1/4 OF SAID SECTION 34, THENCE RUN WESTERLY ALONG THE NORTH LINE OF THE  
SOUTH 1/2 OF THE NW 1/4 OF SAID SECTION 34, TO THE WEST LINE OF THE EAST 1/2  
OF THE NE 1/4 OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 34, THENCE RUN  
SOUTH ALONG THE WEST LINE OF THE EAST 1/2 OF THE NE 1/4 OF THE SW 1/4 OF THE  
NW 1/4 OF SAID SECTION 34 TO A POINT WHERE THE NORTH LINE OF BLOCK 3 OF  
CORRECTED PLAT OF DANIA MANOR, SECTION 34, TOWNSHIP 50 SOUTH, RANGE 42  
EAST, AS RECORDED IN PLAT BOOK 10, PAGE 53, OF THE PUBLIC RECORDS OF  
BROWARD COUNTY, FLORIDA, WOULD INTERSECT THE WEST LINE OF THE EAST 1/2 OF  
THE NE 1/4 OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 34, IF EXTENDED  
WESTERLY; THENCE RUN EASTERLY ALONG THE NORTH LINE OF SAID BLOCK 3, IN A  
STRAIGHT LINE, AS IF EXTENDED TO THE POINT OF BEGINNING; LESS THE  
RIGHT-OF-WAY FOR BROWARD ROAD, OTHERWISE KNOWN AS NORTHWEST 4TH  
STREET; LESS THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE NW CORNER OF BLOCK 3, DANIA MANOR, ACCORDING TO THE  
CORRECTED PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 53 OF THE PUBLIC  
RECORDS OF BROWARD COUNTY, FLORIDA, THENCE NORTHWARD ALONG THE WEST  
LINE OF SAID BLOCK 3 EXTENDED TO THE EDGE OF THE SOUTH BORDER OF THE  
PRESENT PAVING OF NORTHWEST 1 4TH STREET (BROWARD ROAD, ALSO KNOWN AS  
GRIFFIN ROAD), THENCE EASTWARD ALONG THE SAID SOUTH BORDER OF SAID  
PAVING A DISTANCE OF APPROXIMATELY 300 FEET TO A POINT NORTH OF THE NE  
CORNER OF THE SAID BLOCK 3, WHICH POINT INTERSECTS WITH THE EAST LINE OF  
SAID BLOCK 3 EXTENDED NORTHWARD, THENCE SOUTHWARD TO THE NE CORNER OF  
SAID BLOCK 3, THENCE WESTWARD ALONG THE NORTH LINE OF SAID BLOCK 3 A  
DISTANCE OF APPROXIMATELY 300 FEET TO POINT OF BEGINNING.

**LEGAL DESCRIPTION: (PARCEL G - ORB 39194, PAGE 1079)**  
ALL OF LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 2, DANIA MANOR, ACCORDING TO  
THE CORRECTED PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 53, IN THE  
PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

**SURVEYORS' NOTES:**

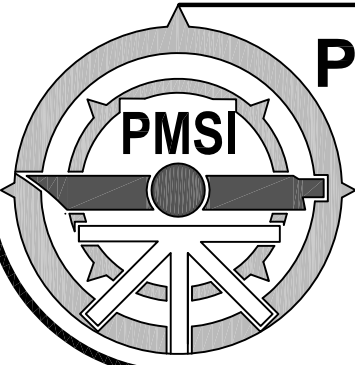
1. I HEREBY CERTIFY THIS SURVEY MEETS STANDARDS OF PRACTICE PURSUANT TO FLORIDA STATUTES
2. THE SURVEY MAP AND REPORT AND THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. UNDERGROUND OR OBSCURED IMPROVEMENTS WERE NOT LOCATED.
4. DIMENSIONS ARE RECORDED AND FIELD UNLESS OTHERWISE NOTED.
5. STATED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
6. THIS FIRM'S CERTIFICATE OF AUTHORIZATION NUMBER IS LB 8251. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. SURVEY SUBJECT TO RESERVATIONS, RESTRICTIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD. (SEE TITLE REVIEW).
9. LOCATION MAP IS GLEANED FROM ONLINE MAPPING SITES AND AND IS ONLY APPROXIMATE
10. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988.

**TITLE INSURANCE POLICY REVIEW**

A REVIEW OF THE COMMITMENT FOR TITLE INSURANCE BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER 891857, DATED JUNE 1, 2020 @ 11:00 PM, WAS PERFORMED BY THIS OFFICE.

SCHEDULE B-11 EXCEPTIONS ARE AS FOLLOWS:

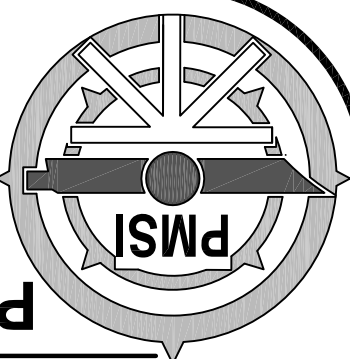
- 1-3. STANDARD EXCEPTIONS, NOT DEPICTED.
4. PLAT BOOK 7, PAGE 41, PLAT OF DANIA MANOR, ALL SURVEY RELATED MATTERS DEPICTED.
5. PLAT BOOK 10, PAGE 53, CORRECTED PLAT OF DANIA MANOR, ALL SURVEY RELATED MATTERS DEPICTED.
6. ORB 16289, PAGE 311, PPL EASEMENT, ALL PLOTTABLE AFFECTS SHOWN.
7. ORB 16289, PAGE 330, PPL EASEMENT, ALL PLOTTABLE AFFECTS SHOWN.
8. ORB 39194, PAGE 1083, PPL EASEMENT, ALL PLOTTABLE AFFECTS SHOWN.
9. ORB 39194, PAGE 1075, WARRANTY DEED, AFFECTS UNPLOTTABLE.
10. ORB 39222, PAGE 1223, RIGHT-OF-WAY CONSENT AGREEMENT, AFFECTS UNPLOTTABLE.
11. RIPARIAN RIGHTS ETC., AFFECTS UNPLOTTABLE.
12. RIGHTS-OF-LESSEES, AFFECTS UNPLOTTABLE.



**PRINCIPAL MERIDIAN  
SURVEYING, Inc.**  
LICENSED BUSINESS No. 8261  
4546 CAMBRIDGE STREET  
WEST PALM BEACH, FL 33415  
OFFICE 561-478-7764

BOUNDARY SURVEY  
SHEET 1 OF 2





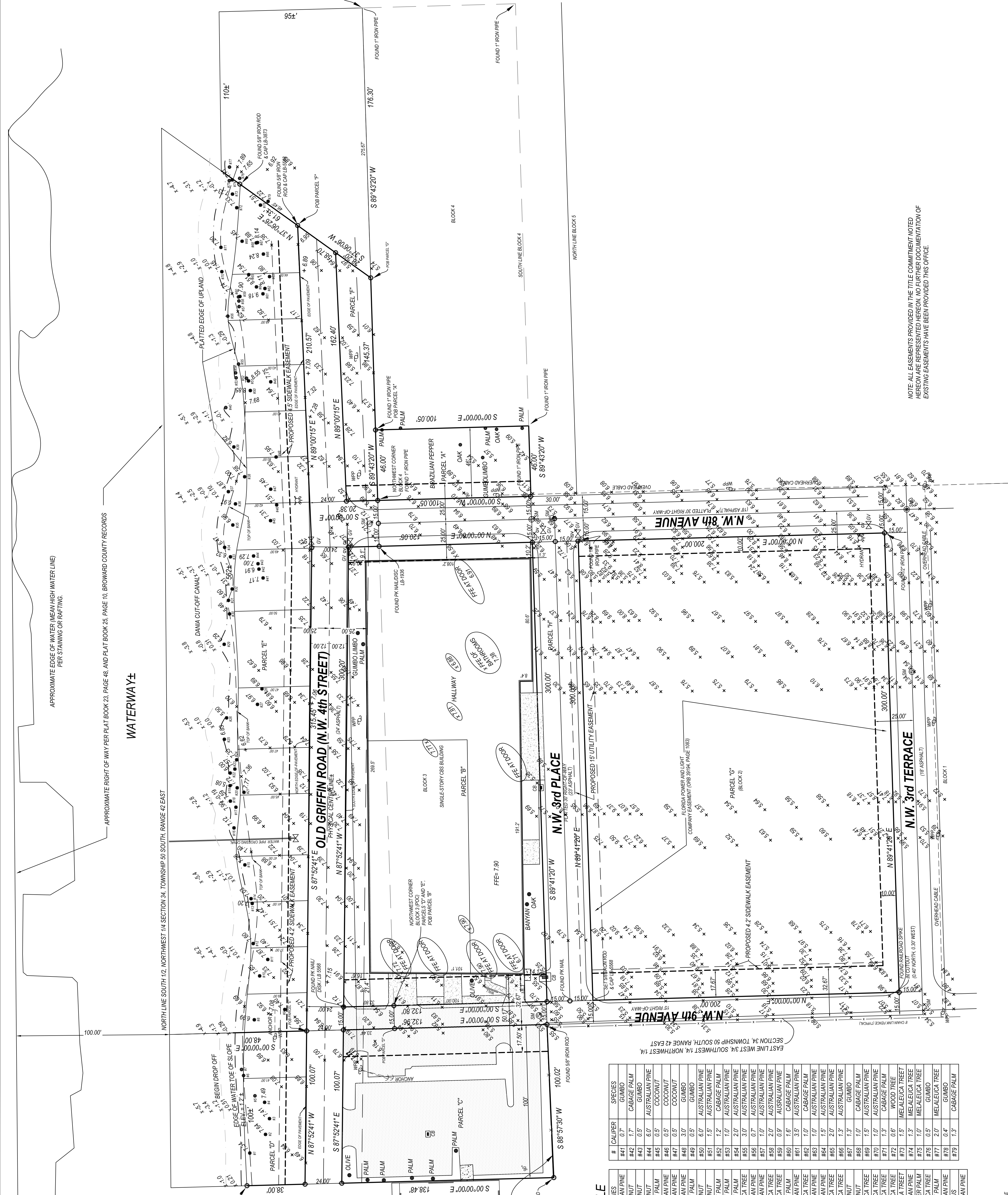
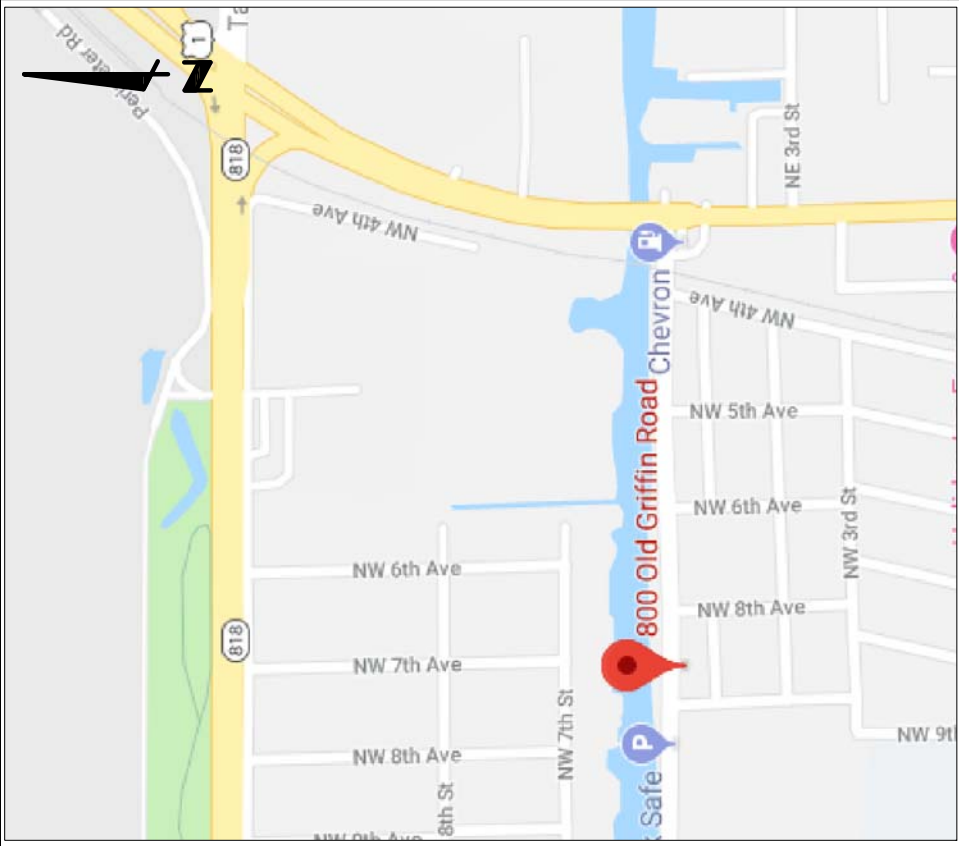
PRINCIPAL MERIDIAN  
SURVEYING, Inc.  
LICENSED BUSINESS No. 8261  
4546 CAMBRIDGE STREET  
WEST PALM BEACH, FL 33415  
OFFICE 561-478-7764

BOUNDARY AND  
TOPOGRAPHIC  
SURVEY  
SHEET 2 OF 2

SIGNED: [Signature]  
DOUGLAS W. [Name]  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERT. NO. 12111  
BLOCK 4

S16080720	ADDITIONAL COMMENTS	JH	JH	DATE	01-12-21
	SHORELINE TOPOGRAPHY	JPM	JH		12-3-20
	TREE TABLE TOPO	JH	JH		11-24-20
	INTERIOR ELEV'S	JH	JH		10-28-20
	FFE	JH	JH		10-21-20
	TOPO	JH	JH		08-20-18
	COMMENTS	JH	JH		01-06-17
	BOUNDARY SURVEY	JH	JH		08-09-16
	PURPOSE	JH	JH		
	FIELD	JH	JH		
	DRAFT	JH	JH		
	DATE	JH	JH		

S16080720	EASEMENTS	JH	JH	DATE	02-18-21
	PURPOSE	JH	JH		
	FIELD	JH	JH		
	DRAFT	JH	JH		
	DATE	JH	JH		



NOTE: ALL EASEMENTS PROVIDED IN THE TITLE COMMITMENT NOTED  
HEREON ARE REPRESENTED HERON. NO FURTHER DOCUMENTATION OF  
EXISTING EASEMENTS HAVE BEEN PROVIDED THIS OFFICE.

#	CALIPER	SPECIES
#1	3.0"	AUSTRALIAN PINE
#2	3.0"	AUSTRALIAN PINE
#3	0.6"	COCONUT
#4	0.5"	COCONUT
#5	1.3"	CABAGE PALM
#6	2.0"	AUSTRALIAN PINE
#7	2.0"	AUSTRALIAN PINE
#8	2.5"	AUSTRALIAN PINE
#9	2.0"	CABAGE PALM
#10	0.5"	COCONUT
#11	0.6"	COCONUT
#12	1.3"	CABAGE PALM
#13	1.8"	CABAGE PALM
#14	1.2"	CABAGE PALM
#15	1.0"	MELALEUCA TREE
#16	1.2"	AUSTRALIAN PINE
#17	4.0"	AUSTRALIAN PINE
#18	1.0"	MELALEUCA TREE
#19	1.0"	MELALEUCA TREE
#20	1.2"	CABAGE PALM
#21	3.0"	AUSTRALIAN PINE
#22	1.0"	MELALEUCA TREE
#23	2.5"	AUSTRALIAN PINE
#24	3.0"	AUSTRALIAN PINE
#25	2.0"	MELALEUCA TREE
#26	2.0"	MELALEUCA TREE
#27	0.5"	COCONUT
#28	0.5"	COCONUT
#29	2.0"	MELALEUCA TREE
#30	2.0"	MELALEUCA TREE
#31	1.0"	MELALEUCA TREE
#32	2.0"	MELALEUCA TREE
#33	1.2"	MELALEUCA TREE
#34	2.0"	AUSTRALIAN PINE
#35	4.0"	STRANGER PALM
#36	0.8"	MELALEUCA TREE
#37	0.9"	CABAGE PALM
#38	4.5"	AUSTRALIAN PINE
#39	4.0"	FICUS
#40	1.5"	AUSTRALIAN PINE

ABBREVIATIONS  
CL CENTERLINE  
CB CATCH BASIN  
SM SANITARY MANHOLE  
GV GATE VALVE



# **SOUTH EAST ARCHITECT SERVICES, INC.**

4310 W. Broward Blvd. Suite No. 3 Plantation, FL 33317  
(O) 954-797-2821 (Fax) 954-797-2847 (E-Mail) [ldk@searchitects.com](mailto:ldk@searchitects.com)

800 Old Griffin LLC  
800 Old Griffin Road  
Dania Beach, Florida

## **STATEMENT**

The public right-of-way which Applicant seeks to vacate, that is – that portion of Northwest 3rd Place lying between Northwest 8th and 9th Avenues, being precisely three hundred (300') feet in length and thirty (30') feet in width, first became a dedicated public right-of-way upon filing of the Plat of DANIA MANOR on January 5, 1926, now recorded in Plat Book 10 at Page 53 of the Public Records of Broward County, Florida.

However, the afore-described portion of Northwest 3rd Place sought to be vacated remained raw and unimproved land from the beginning of time up until 1989 when applicant first acquired all of Block 3 of Plat Book 10, Page 53. Applicant has since likewise acquired all of Block 2 as well, representing all contiguous property abutting that portion of the subject public right-of-way presently requested be vacated.

As stated, Northwest 3rd Place remained raw and unimproved land until a Road Construction Permit was issued Applicant in 1989 who proceeded to construct solely at its own cost and expense the only improved portion of Northwest 3rd Place lying within the Plat of DANIA MANOR. Construction Drawings were submitted and approved, a usual and customary Permit Fee was paid the City and the work, again solely at previous Applicant's cost, was completed and approved. At no time has the previous applicant been requested to waive any claim for or dedicate these improvements.

In addition to have paid for construction of that portion of the proposed right-of-way requested to be vacated, at all times since completion of the road in 1989, previous and new applicant has solely serviced, maintained and exclusively used the road as a "service road" or "driveway" benefiting Applicant's property which again includes both Blocks 2 and 3 of DANIA MANOR.

During the twenty-nine (29) years previous applicant since construction in 1989, he had expended substantial time and money clearing debris and rubbish dumped by those trespassing on applicant's property which, indeed, have been the subject of numerous Code Enforcement Citations over the years. It is believed but for the unlawful dumping by third-party trespassers, this portion of Northwest 3rd Place serves no other public purpose and both the City, applicant and surrounding property owners would be best served by vacating the road which we believe to likewise be supported by both the Police and will impose no impediment to continued access by the Fire Department. And, thus under these circumstances vacation of the subject right-of-way is, indeed, well justified.

---

LARRY KRAMER, PRESIDENT  
SOUTH EAST ARCHITECT SERVICES, INC.

Date



City of Dania Beach, Florida  
Department of Community Development  
Planning and Zoning Division  
(954) 924-6805 X3643  
(954) 922-2687 Fax

## Standard Development Application

☐ Administrative Variance

☐ Land Use Amendment

☐ Plat

☐ Rezoning

☐ Site Plan

☐ Special Exception

☐ Variance

☒ Other: VACATION OF NW 3 RD PLACE (SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

Date Rec'd: _____

Petition No.: _____

**THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS.** Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application.

For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 800 OLD GRIFFIN ROAD, DANIA BEACH FL, 33004

Lot(s): _____ Block: 3 & 4 Subdivision: _____

Recorded Plat Name: DANIA MANOR CORR PLAT 10-53B

Folio Number(s): 504234140270-0271-0120-000202 Legal Description: ATTACHED

Applicant/Consultant/Legal Representative (**circle one**) LAWRENCE KRAMER

Address of Applicant: 4310 W BROWARD BLVD, PLANTATION FL 33317

Business Telephone: (954) 797 2821 Home: _____ Fax: _____

E-mail address: LDK@SEARCHITECTS.COM

Name of Property Owner: 800 OLD GRIFFIN LLC

Address of Property Owner: 800 OLD GRIFFIN ROAD, DANIA BEACH FL 33004

Business Telephone: (954) 9933268 Home: _____ Fax: _____

**Explanation of Request:** _____  
For **Plats** please provide proposed **Plat Name** for **Variations** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.**

Prop. Net Acreage: _____ Gross Acreage: 4.12 Prop. Square Footage: 33,213 SQ.FT

Existing Use: INDUSTRIAL Proposed Use: INDUSTRIAL



Is property owned individually, by a corporation, association, or a joint venture? _____

**AUTHORIZED REPRESENTATIVE**

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA  
COUNTY OF BROWARD  
The foregoing instrument  
was acknowledged

By: _____  
(Owner / Agent signature*)

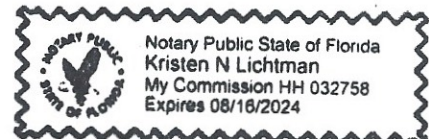
BEFORE ME THIS 27th DAY OF October, 2020

By:

Christopher Burke  
(Print name of person acknowledging)

_____  
(Joint owner signature if applicable)

Notary Kristen Lichtman  
(Signature of Notary Public – State of Florida)



Personally known X or Produced Identification _____

Type of identification produced: _____ or Drivers License X

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

***NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.***

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF  
BEFORE PROCESSING OCCURS.***



Address: 15920 PINES BLVD  
PEMBROKE PINES  
FL 33027  
Location: FXEKI  
Device ID: -BTC01  
Transaction: 940288770355

FedEx Ground  
772648328136 0.20 lb (S) 10.17  
Declared Value 0  
Recipient Address:  
DANIA BEACH PUBLIC WORKS  
1201 STIRLING RD  
Dania Beach, FL 33004  
0000000000

Scheduled Delivery Date 1/18/2021

Pricing option:  
STANDARD RATE

Package Information:  
Your Packaging  
11 x 9 x 1

FedEx Ground  
772648473716 0.15 lb (S) 11.85  
Declared Value 0  
Recipient Address:  
AT&T CORP HEADQUARTERS  
208 SOUTH AKARD ST  
Dallas, TX 75202  
0000000000

Scheduled Delivery Date 1/20/2021

Pricing option:  
STANDARD RATE

Package Information:  
Your Packaging  
11 x 9 x 1

FedEx Ground  
772648573568 0.20 lb (S) 11.47  
Declared Value 0  
Recipient Address:  
COMCAST CORP HEADQUARTERS  
1701 JFK BLVD  
Philadelphia, PA 19103  
0000000000

Scheduled Delivery Date 1/20/2021

Pricing option:  
STANDARD RATE

Package Information:  
Your Packaging  
11 x 9 x 1

FedEx Ground  
782636366134 0.20 lb (S) 10.59  
Declared Value 0  
Recipient Address:  
TECO ENERGY CORP HEADQUARTERS  
702 NORTH FRANKLIN STREET  
Tampa, FL 33602  
0000000000

Scheduled Delivery Date 1/18/2021

Pricing option:  
STANDARD RATE

Package Information:  
Your Packaging  
11 x 9 x 1

FedEx Ground  
782636481089 0.20 lb (S) 10.17  
Declared Value 0  
Recipient Address:  
FP&L HEADQUARTERS  
700 UNIVERSE BLVD  
Juno Beach, FL 33408  
0000000000

Scheduled Delivery Date 1/18/2021

Pricing option:  
STANDARD RATE

Package Information:  
Your Packaging  
11 x 9 x 1

Mailr Pht Doc 9x11.5  
771342339362 5 (T) \$9.45

Shipment subtotal: \$54.25  
Merchandise taxable subtotal: \$9.45  
Tax(County): 1% \$0.10  
Tax(FL): 6% \$0.57

Christopher Burke  
800 Old Griffin Road  
Dania Beach, Florida 33004  
[Chris.burke@mmsoa.com](mailto:Chris.burke@mmsoa.com)  
(954)993-3268

January 14, 2021

Teco Energy Corporate Office Headquarters  
702 North Franklin Street  
Tampa, FL 33602

Attn: Legal Department- Required Notice To Utilities Of Application to Vacate Public Road

Re: Matter : Notice Of Application To Vacate Public Road

Address : That portion of NW 3rd Place in the City of Dania, Broward  
County, Florida lying between Northwest 8th & 9th Avenues

To whom it may concern:

We are writing pursuant to the requirements of the City Of Dania Beach, Florida, a municipality located within Broward County, Florida. More specifically, to provide a required Notice Of Application to Vacate a Public Road pursuant to the requirements of **City of Dania Beach Code Section 655-20-Supplement Application Requirements**, which provides, in part, as follows:

**Sec. 655-20. – Supplemental application requirements.**

**(A) Evidence of notification to all utilities (public and private) that may have an interest in the area to be vacated.**

Accordingly, our client 800 Old Griffin Road, a Florida Corporation, is Owner of certain commercial properties divided by a three (300') foot portion of a public road, i.e. N.W 3rd Place, having been dedicated as such by that certain **Corrected Plat of DANIA MANOR**, dated January 4, 1962, recorded among the Public Records of Broward County, Florida in Plat Book 10, Page 53.

The portion of the public road sought to be vacated that is – Northwest 3rd Place, is legally described as follows, to-wit:

All that portion of the 30' Right-Of-Way of N.W. 3rd Place lying between and immediately adjacent to the North Line of Block 2, and the South Line of Block 3, Dania Manor, according to the Plat thereof recorded in Plat Book 10, Page 53 of the Public Records of Broward County, Florida, being bounded on the East by a Line 10 Feet West of the Southerly extension of the East Line of said of said Block 3, and on the West by a Line 17.5 Feet East of the Southerly extension of the West Line of said Block 3.

Since 1989, Applicant, 800 Old Griffin Road, has and continues to hold fee simple title to both, **Block 3 and Block 2, Plat Book 10, Page 53, Broward County, Florida**, and has filed an application with the City Of Dania Beach to vacate (...again) only that portion of the public right-of-way of N.W. 3rd Place situate, lying and being between Northwest 8th Avenue on the East, and Northwest 9th Avenue on the West, City of Dania Beach, Broward County, Florida.

As stated Applicant is seeking to vacate only that portion of N.W. 3rd Place which abuts Applicant's property; and, which Applicant, pursuant to a City of Dania Beach issued Building Permit in 1989, was permitted to improve as a paved road at Applicant's sole cost and expense. Further, that portion of N.W. 3rd Place sought to be vacated is the only improved portion of N.W. 3rd Place within the geographic boundary of the **Corrected Plat of DANIA MANOR, recorded in Plat Book 10, Page 53, Public Records of Broward County, Florida**.

For purposes of clarification and assistance to you in locating the juxtaposition of the portion of N.W. 3rd Place sought to be vacated, we have enclosed with this required Notice Of Application To Vacate Public Records, the following:

**BOUNDARY SKETCH** prepared by Southeast Architects Services, Inc. of Plantation, Florida, depicting both, the portion of NW 3rd Place to be vacated and identifying all surrounded property Owners and their respective Tax Folio Numbers for each.

Please Note: Applicant, 800 Old Griffin Road, is the fee simple Owner of **PARCELS "A"; "B"; "C"; "D"; "E"; "F" and "G"** as are depicted on the attached Boundary Sketch.

As stated, the within **Notice To Utilities Of Intent To Vacate Public Road** is being furnished to you pursuant to the requirements of the above-referenced Code Section of the Municipal Code of The City of Dania Beach, Florida; however, the within letter is precisely only that, i.e. a "notice" required of the Applicant and, as such, there is no requirement you take any further information, you may, by all means, contact the undersigned in this regard; or, alternatively you may likewise direct any further inquiry to the City of Dania Beach, Building & Zoning Department, 100 West Dania Beach Boulevard, Dania, Florida 33004.

Otherwise, thanking you for your kind attention in this matter.

Christopher Burke





1" = 60'

EAST LINE WEST 3/4, SOUTHWEST 1/4, NORTHWEST 1/4,  
SECTION 34, TOWNSHIP 50 SOUTH, RANGE 42 EAST  
N.W. 9th AVENUE

N 00°00'00" E 132.80'  
WEST 17.5'

15'

17.5'

S 89°41'20" W  
N.W. 3rd PLACE  
CENTERLINE 30' RIGHT-OF-WAY (PLAT BOOK 10, PAGE 53)  
N 89°41'20" E

300.00'

300.00'

10'

00'

EAST 10'

N 00°00'00" E 120.00'  
N.W. 8th AVENUE  
CENTERLINE 30' RIGHT-OF-WAY  
(PLAT BOOK 10, PAGE 53)

OLD GRIFFIN ROAD (N.W. 4th STREET)  
N 87°52'41" W 300.20'

NORTH LINE OF BLOCK 3

BLOCK 3  
PLAT BOOK 10, PAGE 53

BLOCK 2  
PLAT BOOK 10, PAGE 53

ALL THAT PORTION OF THE 30' RIGHT-OF-WAY OF N.W. 3rd PLACE LYING BETWEEN AND IMMEDIATELY ADJACENT TO THE NORTH LINE OF BLOCK 2, AND THE SOUTH LINE OF BLOCK 3, DANIA MANOR, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGE 53 OF THE BROWARD COUNTY, FLORIDA, BEING BOUNDED ON THE EAST BY A LINE 10 FEET WEST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID BLOCK 3, AND ON THE WEST BY A LINE 17.5 FEET EAST OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID BLOCK 3.

1. I HEREBY CERTIFY THIS SURVEY MEETS STANDARDS OF PRACTICE PURSUANT TO FLORIDA STATUTES.  
2. THE SURVEY MAP AND REPORT AND THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE  
AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.  
3. THIS FIRM'S CERTIFICATE OF AUTHORIZATION NUMBER IS LB 8261.  
4. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR  
PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

GINO FURLANO  
CERTIFICATE  
NO. 5044  
STATE OF  
GINO FURLANO  
PROFESSIONAL LAND SURVEYOR  
FLORIDA CERTIFICATE No. 5044

4546 CAMBRIDGE STREET  
WEST PALM BEACH, FL 33415  
OFFICE 561-478-7764  
FAX 561-478-1094

Please visit us on the web @ [www.pmsurveying.net](http://www.pmsurveying.net)



Christopher Burke  
800 Old Griffin Road  
Dania Beach, Florida 33004  
[Chris.burke@mmsoa.com](mailto:Chris.burke@mmsoa.com)  
(954)993-3268

January 14, 2021

Dania Beach Public Works  
1201 Stirling Rd  
Dania Beach, FL 33004

Attn: Legal Department- Required Notice To Utilities Of Application to Vacate Public Road

Re: Matter : Notice Of Application To Vacate Public Road

Address : That portion of NW 3rd Place in the City of Dania, Broward  
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**Sec. 655-20. – Supplemental application requirements.**

**(A) Evidence of notification to all utilities (public and private) that may have an interest in the area to be vacated.**

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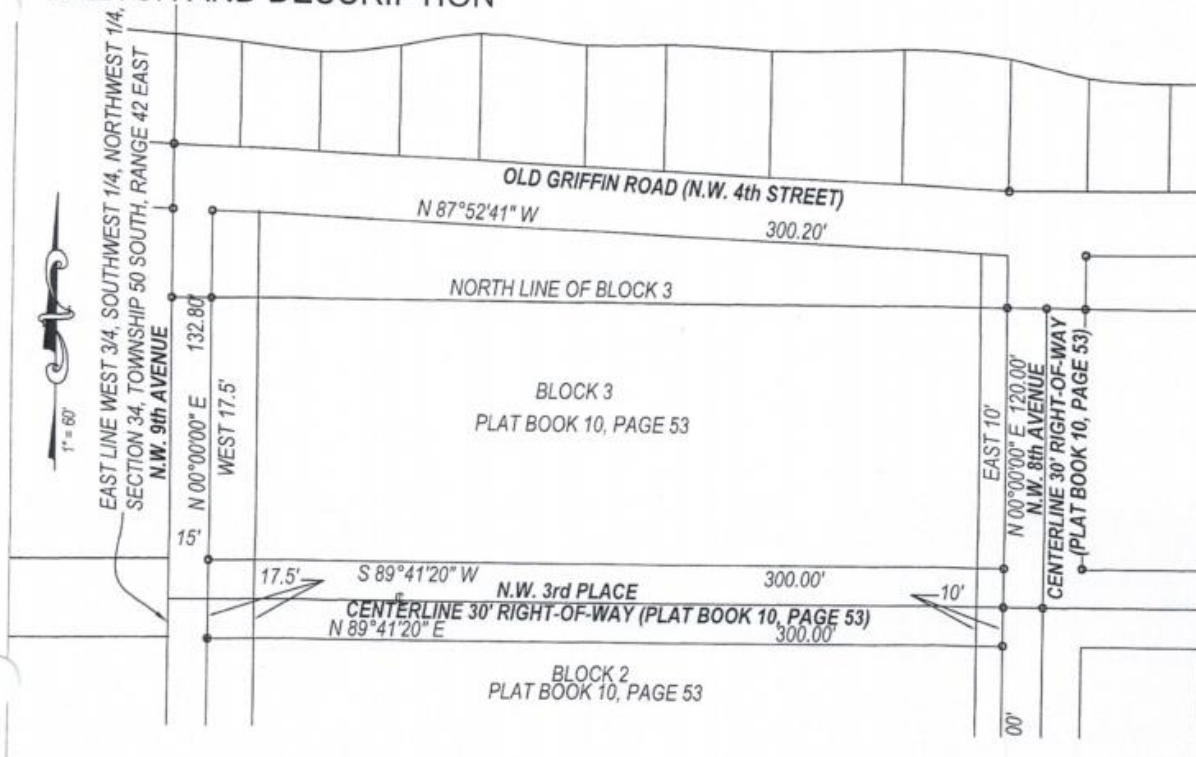
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Otherwise, thanking you for your kind attention in this matter.

Christopher Burke

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SIGNED:   
GINO FURLANO  
PROFESSIONAL LAND SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE No. 5044

DATE: 8-05-18



## PM SURVEYING

4546 CAMBRIDGE STREET  
WEST PALM BEACH, FL 33415  
OFFICE 561-478-7764  
FAX 561-478-1094

Please visit us on the web @ [www.pmsurveying.net](http://www.pmsurveying.net)



Christopher Burke  
800 Old Griffin Road  
Dania Beach, Florida 33004  
[Chris.burke@mmsoa.com](mailto:Chris.burke@mmsoa.com)  
(954)993-3268

January 14, 2021

Florida Power & Light Headquarters  
700 Universe Blvd.  
Juno Beach, FL 33408

Attn: Legal Department- Required Notice To Utilities Of Application to Vacate Public Road

Re: Matter : Notice Of Application To Vacate Public Road

Address : That portion of NW 3rd Place in the City of Dania, Broward  
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**Sec. 655-20. – Supplemental application requirements.**

**(A) Evidence of notification to all utilities (public and private) that may have an interest in the area to be vacated.**

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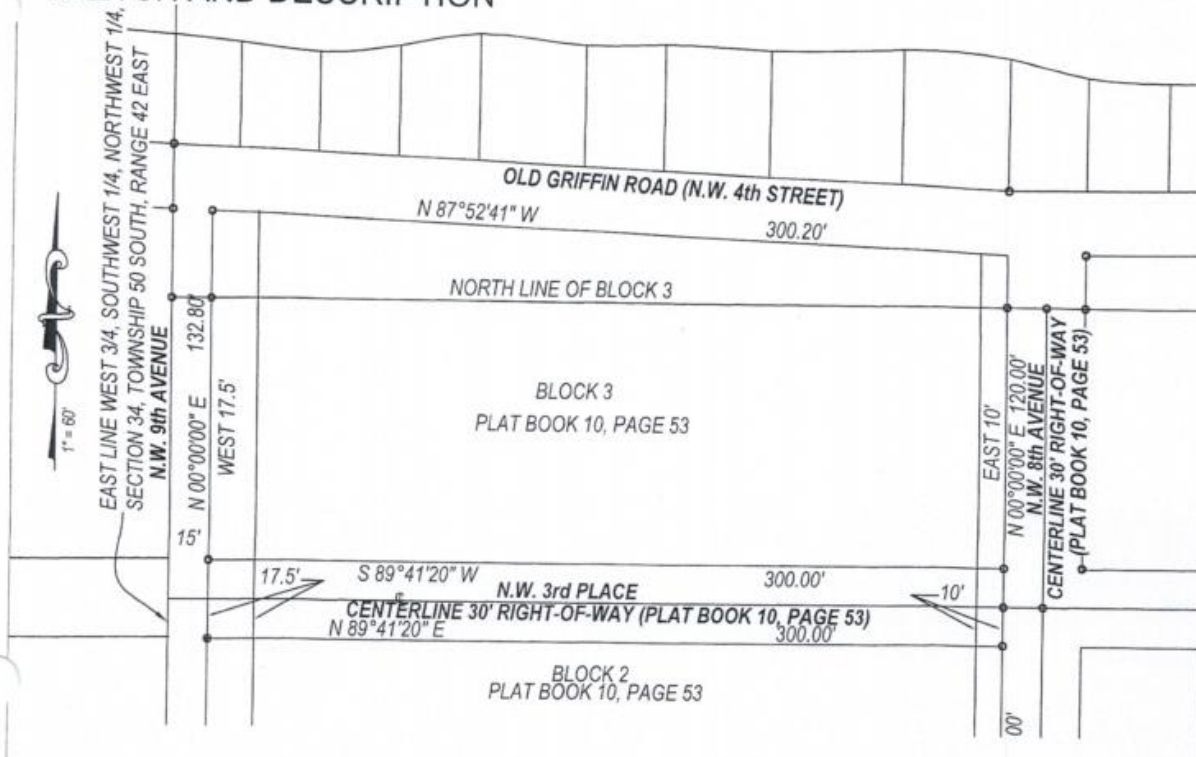
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800 Old Griffin Road  
Dania Beach, Florida 33004  
[Chris.burke@mmsoa.com](mailto:Chris.burke@mmsoa.com)  
(954)993-3268

January 14, 2021

Comcast Corporate Headquarters  
1701 JFK Blvd.  
Philadelphia, PA 19103

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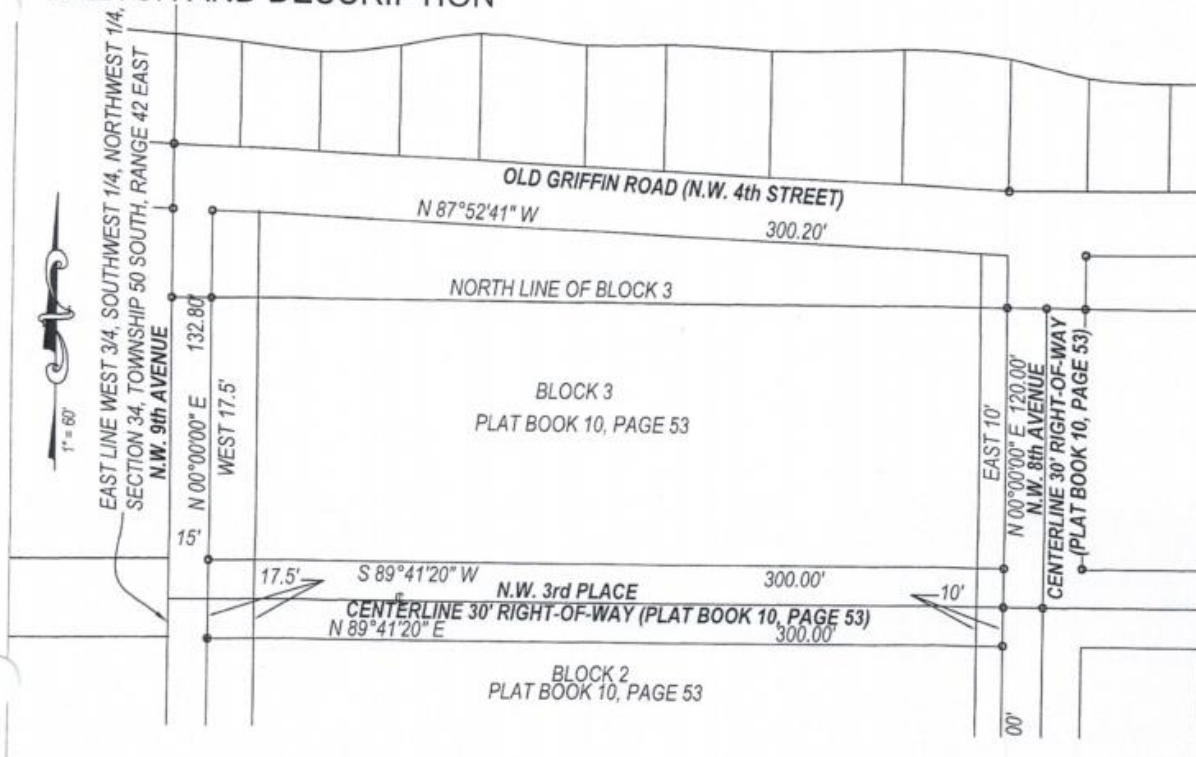
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January 14, 2021

AT&T Corporate Headquarters  
208 South Akard St  
Dallas, Texas 75202

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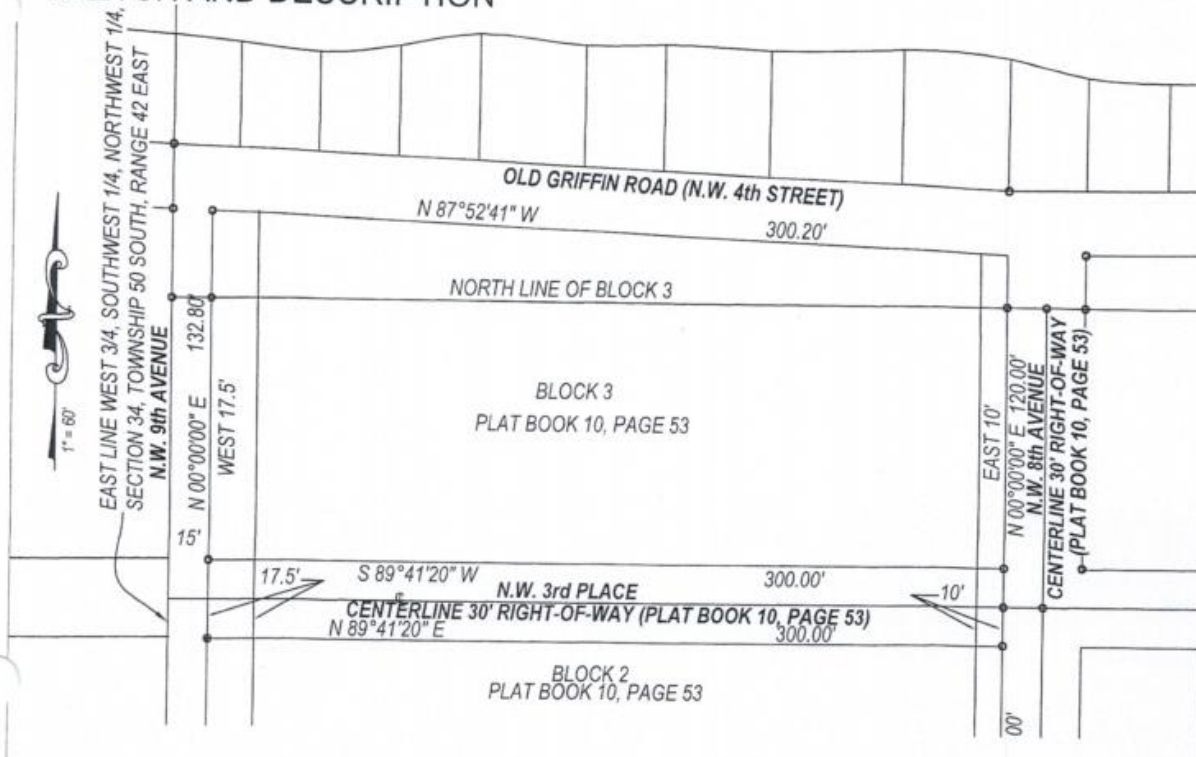
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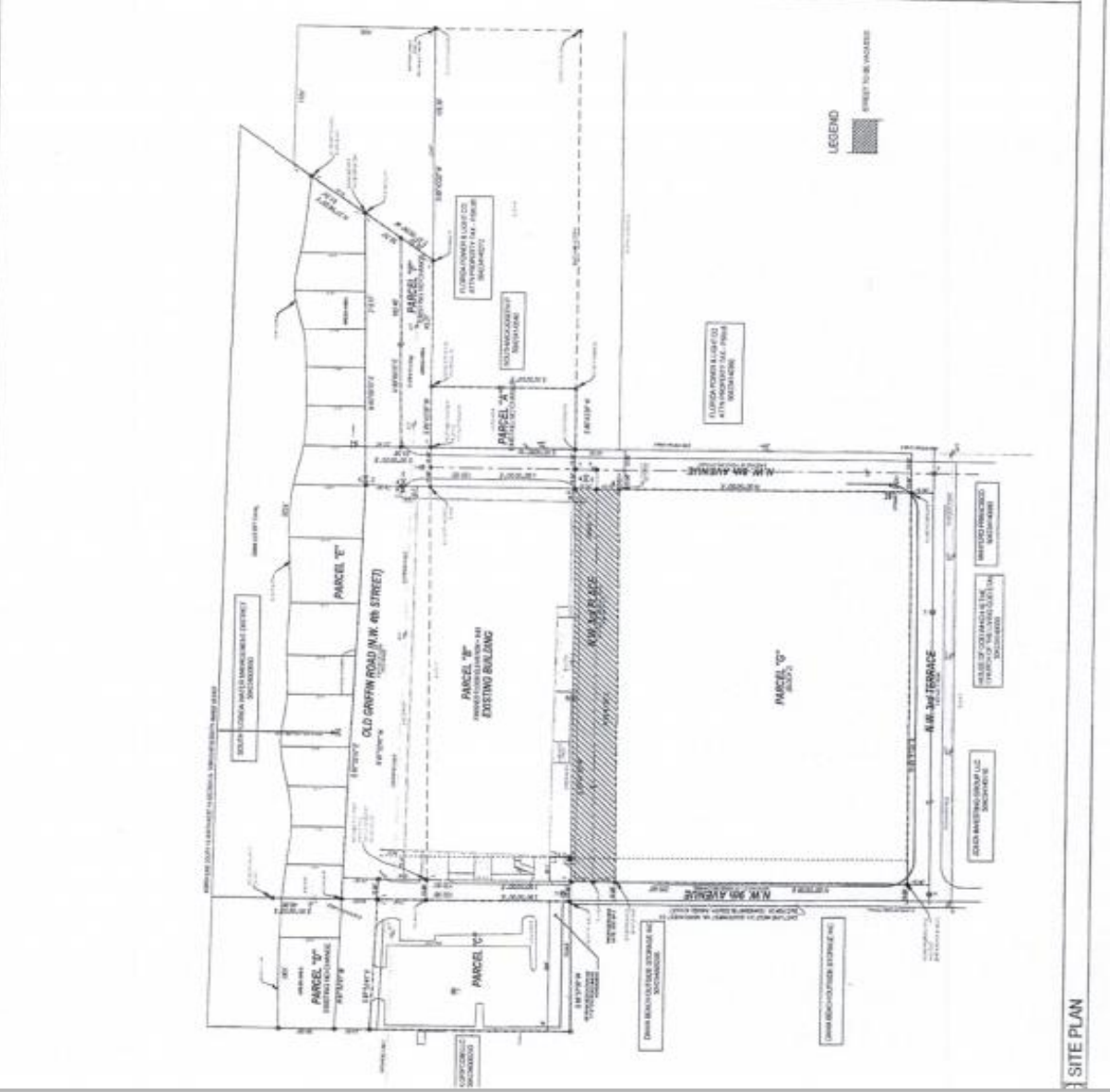
SP-1

SCALE: 1"=40'

DATE: 11/11/14  
 DRAWN BY: J. J. JONES  
 CHECKED BY: J. J. JONES  
 PROJECT NUMBER: 14-0001

800 MARINE TECHNICAL CENTER INC.  
 800 OLD GRIFFIN ROAD  
 DANIA BEACH, FL 33004

SOUTHEAST  
 ARCHITECTS SERVICES, INC.  
 1001 N. W. 10TH AVENUE, SUITE 100  
 MIAMI, FL 33136



## Carrie, Anne-Christine

---

**From:** Chris Burke <chris.burke@mmsoa.com>  
**Sent:** Wednesday, April 7, 2021 10:33 AM  
**To:** Carrie, Anne-Christine  
**Cc:** Francisco Montaner  
**Subject:** Re: Outreach for 800 Old Griffin

****CAUTION** This email originated from external sources. Do not open attachments OR click any links until you have verified the authenticity of the message and its contents.**

---

First post card pamphlet went out in the mail to all surrounding residence and businesses in excess of one mile on 12/23/20 1,500 post cards sent. Proof of mailing list and receipts uploaded to CAP

Second mailing pamphlet went out in the mail to all surrounding residence and business in excess of one mile on 1/15/21 1,500 post cards sent. Proof of mailing list uploaded to cap

2/8/21 First call with Tammie James representative of Byrd Pointe HOA to discuss project,

2/11/21 Phone conversation with Vice mayor Marco Salvino, discussed scope of the project and possible concerns of Melaleuca gardens residents.

1/19/2021 Letters mailed to surrounding business properties regarding vacation of 3rd place, uploaded mailing receipts to CAP

3/23/21 and 3/25/21 multiple conversations again with Tammie James of Byrd point HOA, more digital renderings of the project sent to HOA, I made the request for a zoom call with the HOA if Tammie felt it was necessary. Tammie informed me the residents in Byrd pointe did not have any current issues with the project and a zoom meeting was not necessary at that time. I ordered any additional information if any residence in the HOA had any questions and provided my direct number to the HOA if additional information or questions were posed.

2/10/21 Letter provided from resident of Melaleuca gardens Curtis Sherrod 1451 N.W 10th street Dania Beach, FL 33004 attesting to receiving both post card mailings and providing his support to both our business and the construction project.

2/8/21 Phone calls place to two Melaleuca residence with no response to either number, Rae Sandler and Anne Castro

3/11/21 3/12/21 and 3/13/21 placed phone calls and left voicemails for Ian Wood per a public records request from Anne Christine Carie, I did not receive any returned calls from Ian Wood.

3/23/21 Phone conversation with Kerm Kemp JR 907 NW 7th street Dania Beach FL, resident of Melaleuca gardens lives directly across the Dania Cut off canal from the project site. Mr Kemp stated he received both mailing post cards and had no issue with the project, He also had not heard of any surrounding neighbors having any issues with the project.



South Florida Boat Center  
19606 SW 69th Place  
Pembroke Pines FL, 33332  
Mobile:954-993-3268  
Fax: 954-252-3345  
[MMSOA.COM](http://MMSOA.COM)  
[Southfloridaboatcenter.com](http://Southfloridaboatcenter.com)

On Apr 6, 2021, at 5:43 PM, Carrie, Anne-Christine <[ACarrie@daniabeachfl.gov](mailto:ACarrie@daniabeachfl.gov)> wrote:

Good afternoon

Please send me a summary of your outreach efforts for the 800 Old Griffin Rd project. In this document, please include dates, locations, names, photographs, letters and sign in sheets.

Thank you

---

**Anne-Christine Carrie**

**Senior Planner | City of Dania Beach**

[ACarrie@daniabeachfl.gov](mailto:ACarrie@daniabeachfl.gov) | [daniabeachfl.gov](http://daniabeachfl.gov)

100 W Dania Beach Blvd | Dania Beach, FL, 33004

Phone:954-924-6800 x3654

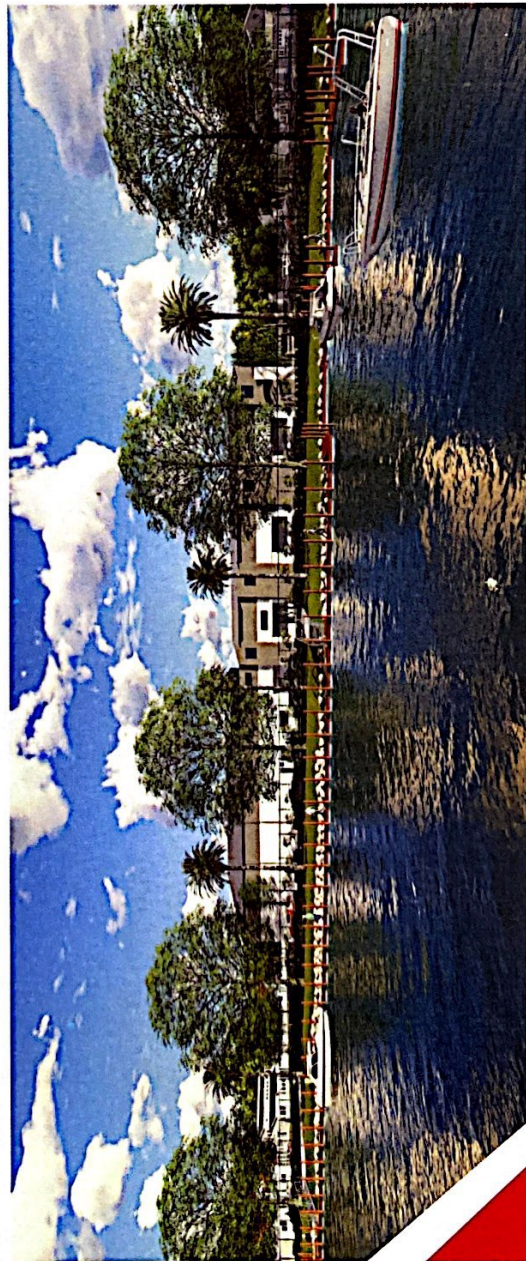
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**Web:** [daniabeachfl.gov](http://daniabeachfl.gov) | **App:** [AskDaniaBeach](#)  
**RISE - Respect, Integrity, Standard of Excellence**

Please note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.



# South Florida Boat Center COMING SOON!



800 Old Griffin Road

(954)233-1983

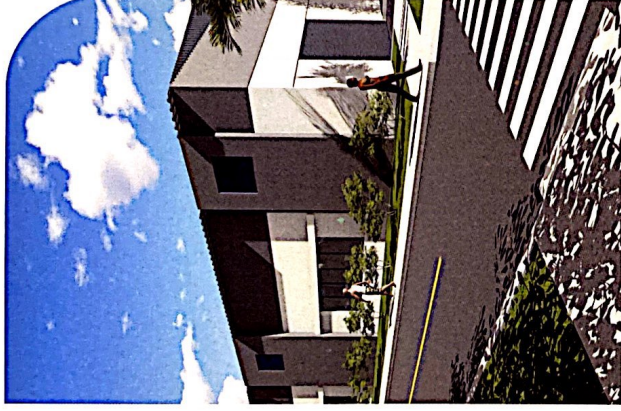
[www.southfloridaboatcenter.com](http://www.southfloridaboatcenter.com)



With the expansion of our company, we will have the capacity to create more job opportunities that we would like to open up to the community. We aim to increase our current workforce by forty percent, generating job offerings for all levels from technicians to upper management positions.  
**Moving to the neighborhood!**

South Florida Boat Center was founded in 2011 by Chris Burke, a young and determined man who laboriously repaired and fitted boats until he was able to steadily hire staff of his own. Today, South Florida Boat Center employs eleven full-time staff members. We are a family run, small town style business. All of our staff members are local to our current shop location and intend to continue the same trend in Dania Beach. Chris is a Florida Native and takes pride in his community. He is a member of the Port Everglades Association and aspires to be involved in various community outreach programs in Dania Beach.

**We are pleased to be joining your neighborhood and look forward to meeting you!**



19606 SW 69TH PLACE  
PEMBROKE PINES  
FLORIDA 33332

Our docks will offer a safe and secure option for long-term boat slip rentals at a convenient location on the Dania cut-off Canal.

Our new site plan will offer sidewalks down our property, allowing residents to safely enjoy a walk by the water. Live nearby but don't have access to a waterway?

**We will have dock storage with 24/7 security monitoring.**

PRESORTED STANDARD  
U.S. POSTAGE PAID  
LOUISVILLE, KY  
PERMIT 1445

***** ECRWSSEDDM *****  
Local  
Postal Customer

Designed & Printed by Taradel, LLC 2020 #83396

Christopher Burke  
800 Old Griffin Road  
Dania Beach, Fl. 33004  
(954) 233-1983  
Chris.burke@mmsoa.com

January 19, 2021

La Valliere Roussy Family  
1001 Old Griffin Road  
Dania Beach, Fl. 33004

Dear La Valliere Roussy Family,

Please be advised that 800 Old Griffin Road has been purchased by Mr. Burke. With the expansion of his company we have asked the City of Dania Beach to vacate NW 3rd Place, and in exchange we will be widening NW 9th Ave from 15 feet to 20 feet to maintain ease of access to your property.

If you have any questions please feel free to reach out to me directly by phone or email. Thank you for your cooperation.

Kind Regards,

Christopher Burke

## Carrie, Anne-Christine

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**From:** Urow, Barbara  
**Sent:** Tuesday, February 9, 2021 10:26 AM  
**To:** Carrie, Anne-Christine  
**Subject:** 800 Old Griffin Rd

Hi Anne-Christine,

The property at 800 Old Griffin Rd has one open case in the previous owners name. This case is being closed out today. Let me know if you need anything.

Can you give me the new owners name and contact information. I had it but can't seem to locate it right now...



**Barbara Urow**

**Code Compliance and Parking Supervisor | City of Dania Beach**

[burow@daniabeachfl.gov](mailto:burow@daniabeachfl.gov) | daniabeachfl.gov

100 W Dania Beach Blvd. | Dania Beach, FL 33004

**Phone:** 954-924-6800 ext. 3718 | **Fax:** 954-924-6812

Please note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

## Francisco Montaner

---

**From:** Chris Burke <chris.burke@mmsoa.com>  
**Sent:** Thursday, December 3, 2020 10:42 AM  
**To:** Francisco Montaner  
**Subject:** Fwd: City of Dania Beach - Lien Search

South Florida Boat Center  
19606 SW 69th Place  
Pembroke Pines Fl, 33332  
Mobile: 954-993-3268  
Fax: 954-252-3345  
[MMSOA.COM](http://MMSOA.COM)  
[Southfloridaboatcenter.com](http://Southfloridaboatcenter.com)

Begin forwarded message:

**From:** "Jelaso, Megan" <[mjelaso@daniabeachfl.gov](mailto:mjelaso@daniabeachfl.gov)>  
**Subject:** City of Dania Beach - Lien Search  
**Date:** December 3, 2020 at 10:40:19 AM EST  
**To:** "'[cburke@sfboatcenter.com](mailto:cburke@sfboatcenter.com)'" <[cburke@sfboatcenter.com](mailto:cburke@sfboatcenter.com)>

Good Morning,

Please find the below results for the address: 800 Old Griffin Rd (folio – 5042-34-00-0202).

- Water – N/A – Parking Lot
- Code Violation – None
- Open Building permits may exist on this property. Contact Building & Zoning 954-924-6800 Ext 3633
- Other Amounts – None
- Property As Reference is clear of liens placed by the City of Dania Beach – Yes

City hall is closed so we are working from home. We apologize for any inconvenience.

Have a Great Day



**Megan Jelaso**

**Revenue Coordinator III | City of Dania Beach**

[mjelaso@daniabeachfl.gov](mailto:mjelaso@daniabeachfl.gov) | [daniabeachfl.gov](http://daniabeachfl.gov)

100 W Dania Beach Blvd. | Dania Beach, FL 33004

**Phone:** 954-924-6800 ext. 3672 | **Fax:** 954-922-5619

Please note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

PLEASE RECORD AND RETURN TO:

LARRY L. ADAIR, P.A.  
9715 West Broward Boulevard Suite 303  
Plantation, Florida 33324

Tax Folio Numbers: 5042-34-14-0270  
5042-34-14-0271  
5042-34-00-0202  
5042-34-14-0120

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**WARRANTY DEED**

[Statutory Form - Section 689.02, F.S.]

**THIS INDENTURE**, made this 18th day of September, 2020, between

**800 MARINE TECHNICAL CENTER, INC., a Florida corporation**

**whose post office address is 1406 Northeast 15th Street, Fort Lauderdale, Florida 33304**

**as “GRANTOR”, and**

**800 OLD GRIFFIN, LLC, a Florida limited liability company**

**whose post office address is 800 Old Griffin Road, Dania Beach, Florida 33004**

**as “GRANTEE”.**

**WITNESSETH:** That said **GRANTOR**, for and in consideration of the sum of **TEN AND NO/100 (\$10.00) DOLLARS**, and other good and valuable considerations to said **GRANTOR** in hand paid by said **GRANTEE**, the receipt whereof is hereby acknowledge, have granted, bargained and sold to the said **GRANTEE**, and **GRANTEE'S** successors and assigns forever, the following described land, situate, lying and being in **BROWARD COUNTY, FLORIDA** having tax folio numbers of **5042-34-14-0270, 5042-34-14-0271, 5042-34-00-0202 and 5042-34-14-0120**, to-wit:

**SEE EXHIBIT “A” - LEGAL DESCRIPTION ATTACHED**

**SUBJECT TO:**

1. *Zoning, restrictions, prohibitions and other requirements imposed by governmental authorities.*
2. *Restrictions, easements or other matters appearing on the Plat.*
3. *Taxes for the year of closing and subsequent years.*
4. *Limitations, restrictions, and easements of record, if any, however this provision shall not be deemed to reimpose any of same.*

and said **GRANTOR** does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.



IN WITNESS WHEREOF, the **GRANTOR** has hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered  
in our presence:

**GRANTOR:**

**800 MARINE TECHNICAL CENTER, IN., a  
Florida corporation**

Mary B. Downs  
Witness [Sign Name]

MARY B. DOWNS  
[Print Name of Witness]

Larry L. Adair  
Witness [Sign Name]

Larry L. Adair  
[Print Name of Witness]

By:

John P. Downs  
**John P. Downs, President**

**STATE OF FLORIDA**

**COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of Sept., 2020, by **JOHN P. DOWNS**, in his capacity as President of **800 MARINE TECHNICAL CENTER, INC., a Florida corporation**, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

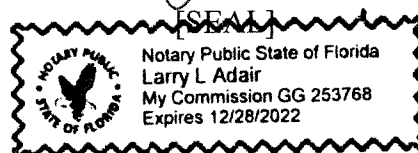
Larry L. Adair  
NOTARY PUBLIC

Printed Name: Larry L. Adair

My Commission Expires 12/28/2022

**THIS INSTRUMENT PREPARED BY:**

LARRY L. ADAIR, P. A.  
9715 West Broward Boulevard  
Suite Number 303  
Plantation, Florida 33324



## **Exhibit "A"**

### PARCEL 1:

Lots 1 through 24 inclusive, Block 2, CORRECTED PLAT OF DANIA MANOR, according to the map or plat thereof as recorded in Plat Book 10, Page 53, Public Records of Broward County, Florida.

### PARCEL 2:

All of Block 3, and the West 46 feet of Block 4 of CORRECTED PLAT OF DANIA MANOR, according to the Plat thereof recorded in Plat Book 10, Page 53, of the Public Records of Broward County, Florida.

### AND

Beginning at the NW corner of Block 3 of CORRECTED PLAT OF DANIA MANOR, according to the Plat thereof, recorded in Plat Book 10, Page 53, of the Public Records of Broward County, Florida; thence Northward along the West line of said Block 3 extended to the edge of the South Border of the present paving of NW 4th Street (Broward Road, also known as Griffin Road); thence Eastward along the said South Border of said paving a distance of approximately 300 feet to a point North of the NE corner of the said Block 3, which point intersects with the East line of said Block 3 extended Northward; thence Southward to the NE corner of said Block 3; thence Westward along the North line of said Block 3 a distance of approximately 300 feet to a point of beginning.

### PARCEL 3:

A parcel of land lying in the East 1/2 of the NE 1/4 of the SW 1/4 of the NW 1/4 and in the West 1/2 of the NW 1/4 of the SE 1/4 of the NW 1/4 of Section 34, Township 50 South, Range 42 East, Broward County, Florida, more particularly described as follows;

Commencing at the NE corner of Block 4 of the Corrected Plat of Dania Manor, Section 34, Township 50 South, Range 42 East, as recorded in Plat Book 10, Page 53, of the Public Records of Broward County, Florida; thence run West along the North line of said Block 4, a distance of 176.3 feet to the point of beginning; thence deflect 127° 23' 06" to the right (West to NE) and run Northeasterly to the North line of the South 1/2 of the NW 1/4 of said Section 34; thence run Westerly along the North line of the South 1/2 of the NW 1/4 of said Section 34, to the West line of the East 1/2 of the NE 1/4 of the SW 1/4 of the NW 1/4 of said Section 34; thence run South along the West line of the East 1/2 of the NE 1/4 of the SW 1/4 of the NW 1/4 of said Section 34 to a point where the North line of Block 3 of the Corrected Plat of Dania Manor, Section 34, Township 50 South, Range 42 East, as recorded in Plat Book 10, Page 53, of the Public Records of Broward County, Florida, would intersect the West line of the East 1/2 of the NE 1/4 of the SW 1/4 of the NW 1/4 of said Section 34, if extended Westerly; thence run Easterly along the North line of said Block 3, in a straight line, as if extended to the point of beginning; LESS the right-of-way for Broward Road, otherwise known as Northwest 4th Street; LESS the following described parcel:

Beginning at the NW corner of Block 3, Corrected Plat of Dania Manor, according to the Plat thereof, recorded in Plat Book 10, Page 53, of the Public Records of Broward County, Florida; thence Northward along the West line of said Block 3 extended to the edge of the South border of the present paving of Northwest 4th Street (Broward Road, also known as Griffin Road); thence Eastward along the said South border of said paving a distance of approximately 300 feet to a point North of the NE corner of the said Block 3, which point intersects with the East line of said Block 3 extended Northward; thence Southward to the NE corner of said Block 3; thence Westward along the North line of said Block 3, a distance of approximately 300 feet to point of beginning.

### PARCEL 4:

That part of the East 100 feet of the W 3/4 of the N 1/2 of the SW 1/4 of the NW 1/4 of Section 34, Township 50 South, Range 42 East, less canal right-of-way, lying North of the North line of the Florida Power & Light Company right-of-way, as described in Official Records Book 609, Page 618, of the Public Records of Broward County, Florida.

*This instrument prepared by:*  
LARRY L. ADAIR, P. A.  
Larry L. Adair, Esq.  
9715 West Broward Boulevard, Suite 303  
Plantation, Florida 33324  
(954) 600-3266

**DECLARATION OF UNITY OF TITLE**

THIS **DECLARATION OF UNITY OF TITLE** ("Declaration") made on this 22nd day of July, 2020, by **800 Marine Technical Center, Inc., a Florida corporation** ("Declarant"), for the benefit of **THE CITY OF DANIA BEACH**, a political subdivision of the State of Florida, with a post office address at 100 West Dania Beach Blvd., Dania Beach, FL 33004 ("City").

**WHEREAS**, the Declarant represents to City that it is the *fee simple* owner of that real property more particularly described on **Exhibit "A"** attached hereto and incorporated herein ("Subject Property");

**WHEREAS**, before a building permit is issued for the construction and renovation of an existing improvement and parking on the Subject Property (the "Improvements"), the City is requiring that the Declarant of the Subject Property maintain a unified ownership interest in all parcels to ensure that the Subject Property is considered and treated as one parcel; and

**WHEREAS**, this Declaration is to be recorded in the Public Records of Broward County, Florida before the Certificate of Occupancy will be issued;

**NOW THEREFORE**, in consideration of the foregoing and other consideration, the adequacy and receipt of which are acknowledged, Declarant agrees to impose the following restrictions upon the Subject Property:

1. **Recitations.** That the foregoing recitals are true and correct and they are fully incorporated into this provision by this reference.
2. **Unity of Subject Property.** That this Declaration shall be for the benefit of and shall run in favor of City. That, upon the recordation of this Declaration, the Subject Property shall be considered one plot and parcel of land and that no portion of said plot and parcel of land shall be sold, transferred, devised or assigned separately, except in its entirety as one plot or parcel of land. The undersigned recognizes and acknowledges that for the public health, welfare, safety or morals, the Subject Property should not be divided into separate parcels owned by several owners, unless otherwise consented to by the City. This Declaration shall run with the land and shall be binding upon all parties taking title through the undersigned from the date this Declaration is recorded in the Public Records of Broward County, Florida.

*Declaration Of Unity Of Title*

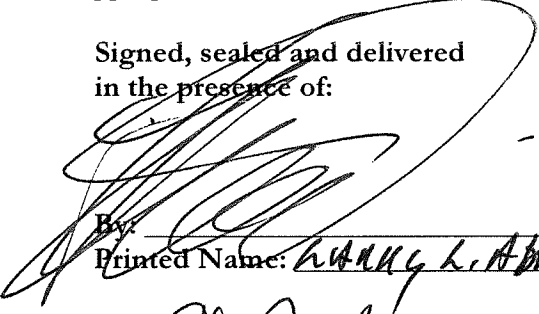
3. **Remedy for Breach.** That any breach, as determined by City, of this Declaration shall justify and allow City to apply to any court of law or equity having jurisdiction for an injunction or other proper relief, and if such relief shall be granted, the court may, in its discretion, award to the prevailing party in any such action, the reasonable expenses in prosecuting the suit, including reasonable attorney fees and legal costs.
4. **No Waiver of Breach.** That in the event of any breach of any provisions of this Declaration, any delay or failure on the part of City to exercise any rights, powers or remedies provided in this document shall not be construed as a waiver of them or acquiescence in them.
5. **Amendments.** That this Declaration shall not be modified, amended or released as to all or any portion of the Subject Property except by written instrument, executed by Declarant of the Subject Property and approved in writing by the City Community Development Director. Any amendment, modification or release of this Declaration shall be recorded in the Public Records of Broward County, Florida at Declarant's expense.
6. **Recording of Persons Bound.** That this Declaration shall be recorded in the Public Records of Broward County for the sole benefit of City and shall bind Declarant and all heirs, successors and assigns to the title of the Subject Property. It shall be recorded by City at Declarant's expense.
7. **Effective Date.** That this Declaration shall become effective upon the date it is recorded in the Public Records of Broward County, Florida.
8. **Captions, Headings and Titles.** That articles, paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions of this Declaration.
9. **Context.** That whenever the context requires or admits, any pronoun used in this Declaration may be deemed to mean the corresponding masculine, feminine or neutral form and the singular form of any nouns or pronouns may be deemed to mean the corresponding plural form and vice versa.
10. **Applicable Law and Venue.** That this Declaration shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Declaration shall be in Broward County, Florida.

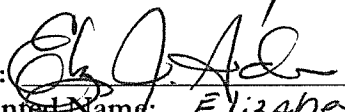
IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed in appropriate manner and its seal to be affixed this 22 day of July, 2020.

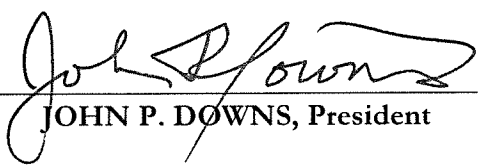
Signed, sealed and delivered  
in the presence of:

DECLARANT:

800 MARINE TECHNICAL CENTER,  
INC., a Florida corporation

By:   
Printed Name: LARRY L. ADAIR

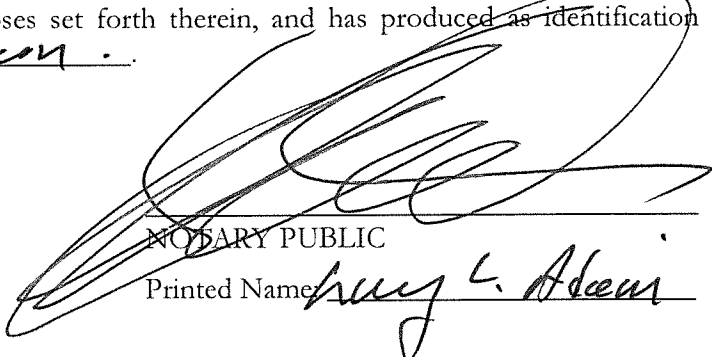
By:   
Printed Name: Elizabeth J. Adair

By:   
JOHN P. DOWNS, President

STATE OF FLORIDA  
COUNTY OF BROWARD

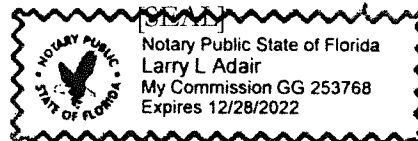
The foregoing instrument was acknowledged before me by means of ☒ physical presence or  
☐ online notarization, this 22 day of July, 2020, by **John P. Downs**, in his capacity as  
President of **800 MARINE TECHNICAL CENTER, INC., a Florida corporation**, on behalf of  
the corporation, who to me known to be the person described in and who executed the foregoing  
instrument and he acknowledged before me that he executed the same as the act and deed of said  
corporation and for the uses and purposes set forth therein, and has produced as identification

personally known.

  
NOTARY PUBLIC

Printed Name: Larry L. Adair

My Commission Expires: 12/28/22



Declaration Of Unity Of Title

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

**PARCEL "A"**

THE WEST 46.00 FEET OF BLOCK 4, DANIA MANOR, ACCORDING TO THE CORRECTED PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 53 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF BLOCK 4 (POC); THENCE SOUTH 89°43'20" WEST, ALONG THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 275.67 FEET TO THE POINT OF BEGINNING (POB); THENCE CONTINUE SOUTH 89°43'20" WEST, ALONG SAID LINE, A DISTANCE OF 46.00 FEET; THENCE SOUTH 00°00'00" WEST, ALONG THE WEST LINE OF SAID BLOCK 4, A DISTANCE OF 100.05 FEET; THENCE NORTH 89°43'20" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 4, A DISTANCE OF 46.00 FEET; THENCE NORTH 00°00'00" EAST, ALONG A LINE PARALLEL TO THE WEST LINE OF SAID BLOCK 4, A DISTANCE OF 100.05 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

**PARCEL "B":**

A PORTION OF LAND LYING IN BLOCK 3, DANIA MANOR, ACCORDING TO THE CORRECTED PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 53 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; AND ALSO THAT PORTION OF LAND LYING BETWEEN THE NORTHERLY EXTENSION OF THE EAST AND WEST LINES OF SAID BLOCK 3, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF BLOCK 3 (POB); THENCE SOUTH 00°00'00" WEST, ALONG THE WEST LINE OF SAID BLOCK 3, A DISTANCE OF 100.00 FEET TO THE SOUTHWEST CORNER OF BLOCK 3; THENCE SOUTH 89°41'20" WEST, ALONG THE SOUTH LINE OF BLOCK 3, A DISTANCE OF 300.00 FEET TO THE SOUTHEAST CORNER OF BLOCK 3; THENCE NORTH 00°00'00" EAST, ALONG THE EAST LINE OF BLOCK 3, A DISTANCE OF 120.05 FEET; THENCE NORTH 87°52'41" WEST, A DISTANCE OF 300.20 FEET; THENCE SOUTH 00°00'00" EAST ALONG THE WEST LINE OF BLOCK 3, A DISTANCE OF 32.80 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

**PARCEL "C":**

THAT PART OF THE EAST 100 FEET OF THE WEST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 52 EAST, LYING NORTH OF THE NORTH LINE OF THE FLORIDA POWER & LIGHT COMPANY RIGHT-OF-WAY, AS DESCRIBED IN OFFICIAL RECORD BOOK 609, PAGE 618, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 3, DANIA MANORS, ACCORDING TO THE CORRECTED PLAT

*Declaration Of Unity Of Title*

THEREOF, RECORDED IN PLAT BOOK 10, PAGE 53 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID BLOCK 3, ON AN ASSUMED BEARING OF SOUTH 89°40'45" WEST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING (P0B); SAID POINT LYING ON THE EAST LINE OF THE WEST 3/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 42 EAST; THENCE SOUTH 00°00'00" WEST, ALONG SAID LINE, A DISTANCE OF 99.52 FEET; THENCE SOUTH 88°57'30" WEST, ALONG THE NORTH LINE OF SAID FLORIDA POWER & LIGHT RIGHT-OF-WAY, A DISTANCE OF 100.02 FEET; THENCE NORTH 00°00'00" EAST, ALONG A LINE PARALLEL TO AND 100.00 FEET WEST OF AT RIGHT ANGLES TO THE EAST LINE OF SAID WEST 3/4 OF THE SOUTHWEST 1/4, OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 42 EAST, A DISTANCE OF 138.48 FEET TO A POINT LYING ON THE SOUTH EDGE OF PAVEMENT OF NORTHWEST 4 TH STREET (OLD GRIFFIN ROAD); THENCE SOUTH 87°52'41" EAST, ALONG SAID PAVEMENT LINE, A DISTANCE OF 100.07 FEET; THENCE SOUTH 00°00'00" WEST, ALONG SAID EAST LINE OF THE WEST 3/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 42 EAST, A DISTANCE OF 33.44 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

**PARCEL "D":**

THAT PART OF THE EAST 100 FEET OF THE WEST 3/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 42 EAST, LYING NORTH OF THE NORTH EDGE OF PAVEMENT OF N.W. 4th STREET (OLD GRIFFIN ROAD), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 3, DANIA MANOR, ACCORDING TO THE CORRECTED PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 53 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°40'45" WEST, ALONG THE NORTH LINE OF SAID BLOCK 3 EXTENDED WESTERLY, A DISTANCE OF 15.01 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 33.44 FEET TO A POINT LYING ON THE SOUTH EDGE OF PAVEMENT OF N.W. 4TH STREET (OLD GRIFFIN ROAD); THENCE CONTINUE NORTH 00°00'00" EAST, A DISTANCE OF 24.00 FEET TO A POINT LYING ON THE NORTH EDGE OF PAVEMENT OF N.W. 4TH STREET (OLD GRIFFIN ROAD), SAID POINT ALSO BEING THE POINT OF BEGINNING (POB); THENCE NORTH 87°52'41" WEST, ALONG THE NORTH EDGE OF PAVEMENT OF N.W. 4TH STREET (OLD GRIFFIN ROAD), A DISTANCE OF 100.07 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF APPROXIMATELY 38.00 FEET TO THE SOUTH BANK OF THE DANIA CUT-OFF CANAL; THENCE RUN EASTERLY ALONG THE SOUTH BANK OF SAID DANIA CANAL APPROXIMATELY 100 FEET TO THE EAST LINE OF THE WEST 3/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 42 EAST; THENCE SOUTH 00°00'00" WEST, ALONG SAID EAST LINE, A DISTANCE OF 48.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

**NOTE: PARCELS "A", "B", "C" AND "D" BEING THE SAME LANDS CONVEYED AND DESCRIBED IN OFFICIAL RECORD BOOK 16897, PAGE 644 BETWEEN JOHN P. DOWNS AND MARY B. DOWNS, HIS WIFE AND 800 MARINE TECHNICAL CENTER, INC., A FLORIDA CORPORATION, DATED OCTOBER 12, 1989 AND RECORDED NOVEMBER 2, 1989 IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.**

**PARCEL "E":**

A PARCEL OF LAND LYING IN THE EAST ½ OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND IN THE WEST ½ OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF BLOCK 4, DANIA MANOR, ACCORDING TO THE CORRECTED PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 53, IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°43'20" WEST, ALONG THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 176.30 FEET; THENCE NORTH 37°06'26" EAST, A DISTANCE OF 58.70 FEET, TO THE POINT OF BEGINNING, SAID POINT LYING ON THE NORTH EDGE OF PAVEMENT OF N.W. 4TH STREET (OLD GRIFFIN ROAD); THENCE CONTINUE ALONG SAID LINE NORTH 37°06'26" EAST, A DISTANCE OF APPROXIMATELY 61.30 FEET TO THE SOUTH BANK OF THE DANIA CUT-OFF CANAL; THENCE WESTERLY ALONG THE SOUTH BANK OF THE SAID DANIA CUT-OFF CANAL, A DISTANCE OF APPROXIMATELY 562 FEET TO THE INTERSECTION OF THE WEST LINE OF THE EAST ½ OF THE NORTHEAST 1/4, OF THE SOUTHWEST 1/4, OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 42 EAST; THENCE SOUTH 00°00'00" WEST, ALONG SAID LINE, A DISTANCE OF APPROXIMATELY 48 FEET TO A POINT ON THE NORTH EDGE OF PAVEMENT OF N.W. 4TH STREET (OLD GRIFFIN ROAD); THENCE SOUTH 87°52'41" EAST, ALONG THE NORTH EDGE OF PAVEMENT, A DISTANCE OF 315.45 FEET; THENCE NORTH 89°00'15" EAST, A DISTANCE OF 210.57 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

**PARCEL "F":**

A PARCEL OF LAND LYING IN THE EAST ½ OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND IN THE WEST ½ OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF BLOCK 4, DANIA MANOR, ACCORDING TO THE CORRECTED PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 53, IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°43'20" WEST, ALONG THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 176.30 FEET, TO THE POINT OF BEGINNING;

*Declaration Of Unity Of Title*



THENCE NORTH 37°06'26" EAST, A DISTANCE OF 28.20 FEET, TO A POINT ON THE SOUTH EDGE OF PAVEMENT OF N.W. 4TH STREET (OLD GRIFFIN ROAD); THENCE SOUTH 89°00'15" WEST, ALONG THE SOUTH EDGE OF PAVEMENT OF N.W. 4TH STREET (OLD GRIFFIN ROAD), A DISTANCE OF 162.40 FEET; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 20.38 FEET, TO THE NORTHWEST CORNER OF SAID BLOCK 4, DANIA MANORS; THENCE NORTH 89°43'20" EAST, ALONG THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 145.37 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

**NOTE: PARCELS "E" AND "F"** BEING THE SAME LANDS CONVEYED AND DESCRIBED IN OFFICIAL RECORD BOOK 18663, PAGE 195 BETWEEN D. ROBERT LEWIS AND 800 MARINE TECHNICAL CENTER, INC., A FLORIDA CORPORATION DATED AUGUST 5, 1991 AND RECORDED AUGUST 15, 1991 IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

**PARCEL "G":**

ALL OF LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 2, DANIA MANOR, ACCORDING TO THE CORRECTED PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 53, IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

**NOTE: PARCEL "G"** BEING THE SAME LANDS CONVEYED AND DESCRIBED IN OFFICIAL RECORD BOOK 39194, PAGE 1075, BETWEEN FLORIDA POWER & LIGHT COMPANY, A FLORIDA CORPORATION AND 800 MARINE TECHNICAL CENTER, INC., A FLORIDA CORPORATION, DATED MARCH 3, 2005 AND RECORDED MARCH 8, 2005 IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

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## JOINDER, CONSENT AND SUBORDINATION

The undersigned hereby certifies that **CENTENNIAL BANK, Successor By Merger to LANDMARK BANK**, a national banking association, holder of a mortgage, lien or other encumbrance upon the above-described property, hereby joins in and consents to the foregoing instrument by the owner thereof and agrees that its mortgage, lien or other encumbrance, which was recorded July 1, 2015, as Instrument Number 113083604, of the Public Records of Broward County, Florida, shall be subordinated to the foregoing instrument.

Signed, sealed and delivered  
in the presence of:

CENTENNIAL BANK

By: [Signature]  
Printed Name: Elsa Trent

By: [Signature]  
Printed Name: Rene Duchesneau

By: [Signature]  
Name: Troy Esentian  
Title: Loan Officer

(CORPORATE SEAL)

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of July, 2020, by Troy Esentian, in his/her capacity as loan officer of CENTENNIAL BANK, a national banking association, and who is personally known to me or has produced _____ as identification.

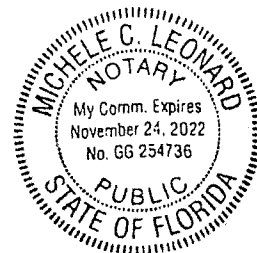
[Signature]  
NOTARY PUBLIC  
Printed Name: Michele C. Leonard

[SEAL]

My Commission Expires:

Declaration Of Unity Of Title

Page No. 8



RECEIVED

APR 14 2021

AFFIDAVIT

CITY OF DANIA BEACH, FLORIDA  
COMMUNITY DEVELOPMENT DEPARTMENT  
POSTING OF PUBLIC HEARING NOTICE SIGN

STATE OF FLORIDA

COUNTY OF Broward

BEFORE ME, the undersigned authority, personally appeared Christopher Burke who, after being duly sworn, deposes and says:

1. I Christopher Burke, am an individual over the age of 18 years old and  
(Print Name)

(CHECK APPLICABLE SPACE)

X I am the property Owner,

OR

_____ I am a representative of the property owner(s), _____ and  
_____, for property _____ located at  
_____ (the "Property"), and  
this sworn statement pertains to the application for _____, relating  
to Petition number _____ in the Code of Ordinances of the City of Dania  
Beach, Florida.

2. Pursuant to Sec. 610-30(B)(1) of the Land Development Code of the Code of Ordinances of the City of Dania Beach, Florida, on April 13, 2021, I posted, or caused to be posted, a public notice sign along street frontages of the subject Property, with the sign being at least three (3) square feet in area, and between ten (10) and twenty (20) feet from the edge of street pavement in a manner so as to be completely visible from the public rights-of-way. The public notice sign was posted more than ten (10) days before the scheduled public hearing. I am aware that the Code Section cited above requires the sign to state and contain the following information:

PUBLIC HEARING NOTICE

Petition number;

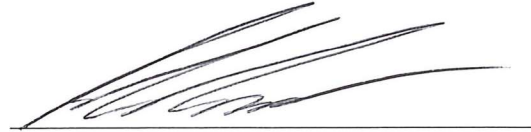
Date;

Time; and

Telephone number of the City's Community Development Department.

3. A true and accurate copy (copies) of the subject sign(s) is/are attached to this Affidavit and incorporated by this reference.

FURTHER, AFFIANT SAYS NOTHING MORE.



AFFIANT

Sworn to and subscribed before me on April 13th, 2021.



NOTARY PUBLIC

State of Florida at Large

My Commission Expires:

EXHIBIT "A"  
COPY OF PHOTOGRAPH(S)





## City of Dania Beach

# PUBLIC HEARING NOTICE

### TUESDAY, APRIL 27, 2021

#### THIS PROPERTY IS THE SUBJECT OF UPCOMING PUBLIC HEARINGS

PLACE	Please call a week ahead at 954-924-6809 ext. 3732 to confirm meeting location.
IF VIRTUAL	Please visit <a href="http://www.daniasbeachfl.gov/virtualmeetings">www.daniasbeachfl.gov/virtualmeetings</a> for detailed instructions and the specific requirements for participating in the City's virtual quasi-judicial land meetings.
IF IN PERSON	City Commission Chambers Dania Beach City Hall 190 West Dania Beach Blvd. Dania Beach, FL 33094
TIME	7:00 PM
PROJECT	805 Old Griffin LLC
LOCATION	805 Old Griffin Road & NW 3rd Place located between NW 8th Avenue and NW 9th Avenue
REQUESTS	To request Variances, Design Exceptions, Site Plan and a Vacation of Right CofA for the portion of the NW 3rd place located between NW 8th and NW 9th Avenue.
FILE #	SP-647-20, VA-805-21, VA-007-21, VA-068-21, OT-012-21 & VC-010-21

For more information, please visit our website <http://daniasbeachfl.gov/PublicHearings> or call (954) 924-6809 x. 3213







NW 9th Ave

**City of Dania Beach**  
**PUBLIC HEARING NOTICE**  
**TUESDAY, APRIL 27, 2021**

**THIS PROPERTY IS THE SUBJECT OF UPCOMING PUBLIC HEARINGS**

**PLACE:** Please call a week ahead at 304-254-2828 Ext. 2751 to confirm meeting location.

**LEGAL:** Please visit www.daniabeachfl.gov/development for detailed information and the specific requirements for participating in the City's virtual open-public hearing.

**PERSONS:** City Development Department  
Dania Beach City Hall  
125 West Dania Beach Road  
Dania Beach, FL 33444  
1:00 PM

**PROJECT:** 1. 801 Golf Center LLC  
2. 801 Golf Center Road & 19th Street  
3. 801 Golf Center Road & 19th Street  
4. 801 Golf Center Road & 19th Street  
5. 801 Golf Center Road & 19th Street

**REMARKS:** No request for rezoning. Official Code of Ordinances, Sec. 21-10, and a Resolution of Right of Way for the portion of the 19th Street and 801 Golf Center Road & 19th Street. Please contact the City of Dania Beach at 304-254-2828 Ext. 2751 for more information.

**FOR MORE INFORMATION, PLEASE VISIT OUR WEBSITE: <http://www.daniabeachfl.gov/development> OR CALL (304) 254-2828 Ext. 2751**



Order ID: 6926439

* Agency Commission not included

**GROSS PRICE * :** \$335.70**PACKAGE NAME:** SSC Notice of Public Meeting**Product(s):** Sun Sentinel, Affidavit, Floridapublicnotices.com**AdSize(s):** 2 Column**Run Date(s):** Monday, April 12, 2021**Color Spec.** B/W**Preview****NOTICE OF PUBLIC HEARING  
CITY OF DANIA BEACH, FLORIDA**

A Public Hearing will be conducted by the City of Dania Beach City Commission on the following date to consider the following application:

**DATE:** Tuesday April 27, 2021  
**TIME:** 7:00 p.m. or as soon thereafter as the same may be heard  
**PLACE:** Please call a week ahead at 954-924-6805 Ext.3792 to confirm meeting location:

**IF VIRTUAL:** Please visit [www.daniabeachfl.gov/virtualmeetings](http://www.daniabeachfl.gov/virtualmeetings) for detailed instructions and the specific requirements for participating in the City's virtual quasi-judicial land use meetings.  
**IF IN PERSON:** City Commission Chambers  
Dania Beach City Hall  
100 West Dania Beach Blvd.  
Dania Beach, FL 33004

**SUBJECT:** VC-010-21: The applicant, Lawrence Kramer, on behalf of the property owner 800 Old Griffin, LLC is requesting a vacation of Right-Of-Way for the portion of NW 3 Place located between NW 8 Avenue and NW 9 Avenue (First Reading).

The following is the proposed Ordinance for the matter:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA APPROVING THE RIGHT-OF-WAY VACATION REQUEST (VC-10-21) SUBMITTED BY LAWRENCE KRAMER, ON BEHALF OF THE PROPERTY OWNER, 800 OLD GRIFFIN, LLC., FOR THE PROPERTY GENERALLY LOCATED BETWEEN BLOCK 3 AND BLOCK 2 TO THE IMMEDIATE NORTH AND SOUTH, RESPECTIVELY, AND BETWEEN THE INTERSECTION OF NORTHWEST 9TH AND 8TH AVENUES TO THE IMMEDIATE WEST AND EAST, RESPECTIVELY, WHICH RIGHT OF WAY IS CONTAINED WITHIN THE PLAT OF DANIA MANOR, RECORDED IN PLAT BOOK 10, PAGE 53, OF THE PUBLIC RECORDS BOOK FOR BROWARD COUNTY, WHICH RIGHT OF WAY IS GENERALLY DESCRIBED AS "NORTHWEST 3RD PLACE," AND IS LOCATED WITHIN THE CITY OF DANIA BEACH, FLORIDA, WHICH RIGHT OF WAY IS LEGALLY DESCRIBED IN EXHIBIT A, A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests or applicable information are available on line. For more information, please call the Planning Division at (954) 924-6805 Ext. 3704 and staff will direct you to the on-line project information.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not provide or prepare such record pursuant to F.S. 286.0105.

In accordance with the Americans with Disabilities Act, persons needing assistance to



Order ID: 6926439

* Agency Commission not included

**GROSS PRICE * : \$335.70****PACKAGE NAME: SSC Notice of Public Meeting**

in accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting.

**Application Information**

Application Site: NW 3rd Place located between NW 8th Avenue and NW 9 Avenue

Project: To vacate a portion of NW 3rd Place, lying between NW 8th and NW 9th Avenue, in accordance with Article 655.

Application: Vacation of Right-Of-Way

Applicant: Lawrence Kramer, on behalf of the property owner 800 Old Griffin, LLC

Hearing Date & Time: April 27, 2021 at 7:00 PM

Hearing Location: Please call a week ahead at 954-924-6805 Ext. 3792 to confirm meeting location:

If Virtual: Please visit [www.danibeachfl.gov/virtualmeetings](http://www.danibeachfl.gov/virtualmeetings) for detailed instructions and the specific requirements for participating in the City's virtual quasi-judicial land use meetings.

If in person: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd

Contact Information: Anne Christine Carrie, Senior Planner, (954) 924-6805 Ext. 3654  
4/12/2021 6926439

Order ID: 6926436

* Agency Commission not included

**GROSS PRICE * :** \$312.20**PACKAGE NAME:** SSC Notice of Public Meeting**Product(s):** Sun Sentinel, Affidavit, Floridapublicnotices.com**AdSize(s):** 2 Column**Run Date(s):** Monday, April 12, 2021**Color Spec.** B/W**Preview****NOTICE OF PUBLIC HEARING  
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**IF IN PERSON:** City Commission Chambers  
Dania Beach City Hall  
100 West Dania Beach Blvd.  
Dania Beach, FL 33004

**SUBJECT:** VA-006-21/ VA-007-21/ VA-008-21/ VA-009-21/ OT-012-21/ SP-087-20: The applicant, Lawrence Kramer, on behalf of the property owner 800 Old Griffin, LLC is requesting Variances, Design Exception and Site Plan approval to allow the manufacture, repair, docking and outdoor storage of boats on the property located at 800 Old Griffin Road.

The following is the proposed Resolution of the matter:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUESTS FOR A SITE PLAN (SP-087-20), DESIGN EXCEPTION (OT-012-21) AND VARIANCES (VA-006-21, VA-007-21, VA008-21 AND VA-009-21) SUBMITTED BY LAWRENCE KRAMER ON BEHALF OF 800 OLD GRIFFIN LLC., FOR THE PROPERTY AT 800 OLD GRIFFIN ROAD, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests or applicable information are available on line. For more information, please call the Planning Division at (954) 924-6805 Ext. 3704 and staff will direct you to the on-line project information.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not provide or prepare such record pursuant to F.S. 286.0105.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's office, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting.

Order ID: 6926436

* Agency Commission not included

**GROSS PRICE * : \$312.20****PACKAGE NAME: SSC Notice of Public Meeting****Application Information****Application Site:** 800 Old Griffin Road**Project:** To request variances, Design Exception and Site Plan approval**Request:** Variances, Design Exception, and Site Plan**Applicant:** Lawrence Kramer on behalf of the property owner 800 Old Griffin, LLC.**Hearing Date & Time:** April 27, 2021 at 7:00 PM**Hearing Location:** Please call a week ahead at 954-924-6805 Ext. 3792 to confirm meeting location:**If Virtual:** Please visit [www.daniabeachfl.gov/virtualmeetings](http://www.daniabeachfl.gov/virtualmeetings) for detailed instructions and the specific requirements for participating in the City's virtual quasi-judicial land use meetings.**If in person:** City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd**Contact Information:** Anne-Christine Carrie, Senior Planner, (954) 924-6805 Ext. 3654

4/12/2021 6926436





**NOTICE OF PUBLIC HEARING  
CITY OF DANIA BEACH, FLORIDA**

**A Public Hearing will be conducted by the City of Dania Beach City Commission on the following date to consider the following application:**

**DATE:** Tuesday April 27, 2021  
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100 West Dania Beach Blvd.  
Dania Beach, FL 33004

**SUBJECT:** **VC-010-21:** The applicant, Lawrence Kramer, on behalf of the property owner 800 Old Griffin, LLC is requesting a vacation of right-of-way for the portion of NW 3 Place located between NW 8 Avenue and NW 9 Avenue (First Reading).

The following is the proposed Ordinance for the matter:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA APPROVING THE RIGHT-OF-WAY VACATION REQUEST (VC-10-21) SUBMITTED BY LAWRENCE KRAMER, ON BEHALF OF THE PROPERTY OWNER, 800 OLD GRIFFIN, LLC., FOR THE PROPERTY GENERALLY LOCATED BETWEEN BLOCK 3 AND BLOCK 2 TO THE IMMEDIATE NORTH AND SOUTH, RESPECTIVELY, AND BETWEEN THE INTERSECTION OF NORTHWEST 9TH AND 8TH AVENUES TO THE IMMEDIATE WEST AND EAST, RESPECTIVELY, WHICH RIGHT OF WAY IS CONTAINED WITHIN THE PLAT OF DANIA MANOR, RECORDED IN PLAT BOOK 10, PAGE 53, OF THE PUBLIC RECORDS BOOK FOR BROWARD COUNTY, WHICH RIGHT OF WAY IS GENERALLY DESCRIBED AS "NORTHWEST 3RD PLACE," AND IS LOCATED WITHIN THE CITY OF DANIA BEACH, FLORIDA, WHICH RIGHT OF WAY IS LEGALLY DESCRIBED IN EXHIBIT A, A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not provide or prepare such record pursuant to F.S. 286.0105.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's office, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting.

### ***Property Subject of Upcoming Hearing***



#### **Application Information**

**Application Site:** NW 3rd Place located between NW 8th Avenue and NW 9th Avenue

**Project:** To request a vacation of Right-Of-Way for the portion of NW 3RD place located between NW 8 Avenue and NW 9 Avenue.

**Application:** Vacation of Right-Of-Way

**Applicant:** Lawrence Kramer, on behalf of the property owner 800 Old Griffin, LLC

**Hearing Date & Time:** April 27, 2021 at 7:00 PM

**Hearing Location:** Please call a week ahead at 954-924-6805 Ext. 3792 to confirm meeting location:

If Virtual: Please visit [www.daniabeachfl.gov/virtualmeetings](http://www.daniabeachfl.gov/virtualmeetings) for detailed instructions and the specific requirements for participating in the City's virtual quasi-judicial land use meetings.

If in person: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd

**Contact Information:** Anne-Christine Carrie, Senior Planner, (954) 924-6805 Ext. 3654





800 Old Griffin Rd

MARTY KIAN  
BROWARD COUNTY PROPERTY APPRAISER

500 250 0 500 Feet







504234000640	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	J.E. HASBROUCKS REPLAT 16-20 BPOR OF LAND DESC AS:THE W 50' OFTHE E1/2 OF THE SW1/4 OF THENE1/4 OF NW1/4 OF SEC 34-50-42,LESS EXISTING DANIA CUT-OFFCANAL RIGHT-OF-WAY
504234000650	SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680	WEST PALM BEACH	FL	33416	4680	34-50-42 & 35-50-42PORTION DANIA CUT OFF (C-11)CANAL LYING WITH SEC 34 AND W1/4OF SEC 35 34-50-42THE W 35' OF W 1/2 OF SW 1/4 OFSW 1/4 OF NW 1/4 LESS E 144.50'THEREOF
504234000720	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	TOWN OF MODELO (DANIA) B-49 DLOT 1, 4,5,8 BLK 3
504234010160	JONES,M L JR & BARBARA H	PO BOX 357	DANIA BEACH	FL	33004	0357	TOWN OF MODELO (DANIA) B-49 DLOT 2 BLK 3
504234010170	ST JOSEPH WESLEYANMETHODIST CHURCH	244 NW 5 AVE	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 3 BLK 3
504234010180	MORALES,PETER & MCKENNA,SUSAN L	3261 FRONTIER AVE	LAKE WORTH	FL	33467	1047	TOWN OF MODELO (DANIA) B-49 DLOT 3 BLK 3
504234010190	NORTELENEZER	236 NW 5 AVE # 238	DANIA BEACH	FL	33004	2727	TOWN OF MODELO (DANIA) B-49 DLOT 6 BLK 3
504234010200	COOPER,D LBROWN GREEN,ELNORA EST	234 NW 5 AVE	DANIA BEACH	FL	33004	2727	TOWN OF MODELO (DANIA) B-49 DLOT 7 BLK 3
504234010210	RAGLAND,DANIEL JR	17345 SW 31 CT	MIRAMAR	FL	33029		TOWN OF MODELO (DANIA) B-49 DLOT 9 BLK 3
504234010220	EWERS,CARLA	228 NW 5 AVE	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOTS 10 & 11 BLK 3
504234010230	GIBSON,STINA S	225 NW 4 AVE	DANIA BEACH	FL	33004	2723	TOWN OF MODELO (DANIA) B-49 DLOT 12 BLK 3
504234010240	WILLIAMS,TAMMIE L	221 NW 4 AVE	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 13 BLK 3
504234010250	J & V SIDNEY INC	7247 CRYSTAL LAKE DR	WEST PALM BCH	FL	33411	5713	TOWN OF MODELO (DANIA) B-49 DLOT 14 BLK 3
504234010260	FELIGNA CORP	2069 NE 123 ST	NORTH MIAMI	FL	33181		TOWN OF MODELO (DANIA) B-49 DLOT 15 BLK 3
504234010270	IVES,RANDOLPH JR H/EVES,IONE & RANDOLPH	217 NW 4 AVE #1-2	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 16 BLK 3
504234010280	GERTSENZON,MARINA	215 NW 4 AVE	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 17 BLK 3
504234010290	CD FLORIDA PROPERTIES LLC	1948 NW 74 AVE	HOLLYWOOD	FL	33024		TOWN OF MODELO (DANIA) B-49 DLOT 18 BLK 3
504234010300	RATHAN,EILEENRATHAN,RON	98 71 ST	BROOKLYN	NY	11209		TOWN OF MODELO (DANIA) B-49 DLOT 19 BLK 3
504234010301	JONES,MILTON L JR & BARBARA H	PO BOX 357	DANIA BEACH	FL	33004	0357	TOWN OF MODELO (DANIA) B-49 DLOT 20 BLK 3
504234010310	TEMBUK LLC	PO BOX 1720	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 22 BLK 3
504234010330	DECOTA GROUP	201 NE 2 CT	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 23 BLK 3
504234010340	LAGUERRE,LUMENE DABEL H/ELAGUERRE,JHIMY	505 NW 3 ST #1-2	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 1 BLK 4
504234010350	POORAN,BUNASHIRE	2236 ELLIS AVE #2	BRONX	NY	10462		TOWN OF MODELO (DANIA) B-49 DLOT 2 BLK 4
504234010360	TO AND SONS LLC	100 BELMONT LN	NORTH LAUDERDALE	FL	33068		TOWN OF MODELO (DANIA) B-49 DLOT 3 BLK 4
504234010370	SALAZAR,MARIA	6153 JOHNSON ST	HOLLYWOOD	FL	33024		TOWN OF MODELO (DANIA) B-49 DLOT 4 BLK 4
504234010380	SHELL 33' INC	17501 BISCAYNE BLVD STE 400	AVENTURA	FL	33160		TOWN OF MODELO (DANIA) B-49 DLOT 5 BLK 4
504234010381	TISDALE,GEORGE	2316 CODY ST	HOLLYWOOD	FL	33020	1424	TOWN OF MODELO (DANIA) B-49 DLOT 6 BLK 4
504234010390	2981 POMPANO LAND TRLEVY,BENJAMIN TRSTEE	693 RACQUET CLUB	WESTON	FL	33326		TOWN OF MODELO (DANIA) B-49 DLOT 7 BLK 4
504234010391	GUY HUNGERFORD LIV TRHUNGERFORD,JUSTIN TRSTEE	233 NW 5 AVE	DANIA BEACH	FL	33004	2726	TOWN OF MODELO (DANIA) B-49 DLOT 8 BLK 4
504234010400	COOK,DOUGLAS JR	225 NW 5 AVE	DANIA BEACH	FL	33004	2726	TOWN OF MODELO (DANIA) B-49 DLOT 9 & 12 BLK 4
504234010410	CHUNN,SHELTON	226 NW 6 AVE	DANIA BEACH	FL	33004	2731	TOWN OF MODELO (DANIA) B-49 DLOT 10 BLK 4
504234010420	CHUNN,ROBERT	226 NW 6 AVE	DANIA BEACH	FL	33004	2731	TOWN OF MODELO (DANIA) B-49 DLOT 11 BLK 4
504234010430	GREATER MT ZION AME CHURCH INC	215 NW 5 AVE	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 13 BLK 4
504234010440	GREATER MT ZION AME CHURCH INC	215 NW 5 AVE	DANIA BEACH	FL	33004	2726	TOWN OF MODELO (DANIA) B-49 DLOT 14,15 BLK 4
504234010450	GREATER MT ZION AME CHURCH INC	215 NW 5 AVE	DANIA BEACH	FL	33004	2726	TOWN OF MODELO (DANIA) B-49 DLOT 16,17 BLK 4
504234010470	CHRISTINE M PROST REV LIV TRDANIELLE AGUIAR REV LIV TR	PO BOX 290484	DAVIE	FL	33329	0484	TOWN OF MODELO (DANIA) B-49 DLOT 18 BLK 4
504234010480	JOHNSON,BARBARA H/ETALIAFERRO,SHIRLEY K	210 NW 6 AVE	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 19 BLK 4
504234010500	DAISE,RODERICK D & BETTY J	1006 NW 2 ST	DANIA BEACH	FL	33004	2771	TOWN OF MODELO (DANIA) B-49 DLOT 20,21 BLK 4
504234010510	BROOKS,APRIL H/EGOODMAN,LISA	206 NW 6 AVE	DANIA BEACH	FL	33004	2731	TOWN OF MODELO (DANIA) B-49 DLOT 22 BLK 4
504234010520	ST RUTH MISSIONARYBAPTIST CHURCH INC	PO BOX 698	DANIA BEACH	FL	33004	0698	TOWN OF MODELO (DANIA) B-49 DLOT 23 BLK 4
504234010530	OPEN DOOR TO CHRIST INC	PO BOX 578	DANIA BEACH	FL	33004	0578	TOWN OF MODELO (DANIA) B-49 DLOT 24 BLK 4
504234010540	SAB2016 LLC	10185 COLLINS AVE #711	BAL HARBOR	FL	33154		TOWN OF MODELO (DANIA) B-49 DLOT 1 BLK 5
504234010550	THOMAS,AHMAD & ANGEL WARD	246 NW 7 AVE	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 2 BLK 5
504234010551	LEWIS,DOROTHY	56 CHAPMAN LANE	GALES FERRY	CT	06335		TOWN OF MODELO (DANIA) B-49 DLOT 3,BLK 5



504234010560	ITZKOWITZ,FRANCINE	11658 SW SAILFISH ISLES WAY	PORT ST LUCIE	FL	34987	5408	TOWN OF MODELO (DANIA) B-49 DLOT 4 BLK 5
504234010570	TORRES,HUMBERTO MISAEL	239 NW 6 AVE	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 5 BLK 5
504234010580	H/ECRUZ ALEXANDRA H/E ETAL	240 NW 7 AVE	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 6 BLK 5
504234010581	MORGAN,DAVID						
504234010581	SMITH,RAYMOND FITZGERALD	27 NW 5 AVE	DANIA BEACH	FL	33004	3263	TOWN OF MODELO (DANIA) B-49 DLOT 7 W1/2 BLK 5
504234010582	SHIRD,SHADARYLL LEATRICE	236 NW 7 AVE E	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 7 E1/2 BLK 5
504234010590	CURRY,ROSALIND H/ECURRY,DENNIS JR ETAL	235 NW 6 AVE	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 8 BLK 5
504234010600	DORCIN,JEAN GJOSEPH,MIRLANDE	229 NW 6 AVE	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 9 BLK 5
504234010610	WILLIAMS,CARLA	230 NW 7 AVE	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 10 BLK 5
504234010620	H & C INTERNATIONAL TRADING LLC	8527 PINES BLVD #202	PEMBROKE PINES	FL	33024		TOWN OF MODELO (DANIA) B-49 DLOT 11 BLK 5
504234010630	BROWN,CHRISTOPHER MICHAEL	3755 BEACHWOOD DR	DELRAY BEACH	FL	33445		TOWN OF MODELO (DANIA) B-49 DLOT 12 BLK 5
504234010640	NUBY,RONALD	417 OLD GRIFFIN RD	DANIA BEACH	FL	33004	2744	TOWN OF MODELO (DANIA) B-49 DLOT 13 BLK 5
504234010650	GOODINGS,TERRENCE H/EGOODINGS,WILFRED	220 NW 7 AVE	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 14 BLK 5
504234010651	RIOS,KIRA TIARE & LEINS	218 NW 7 AVE	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 15 BLK 5
504234010660	NUBY,DAVID SR	401 SW 12 AVE	DANIA BEACH	FL	33004	4930	TOWN OF MODELO (DANIA) B-49 DLOT 16 BLK 5
504234010670	DOWDELL,ARRIE L EST	213 NW 6 AVE	DANIA BEACH	FL	33004	2730	TOWN OF MODELO (DANIA) B-49 DLOT 17 BLK 5
504234010680	SNELL,BERTHA	214 NW 7 AVE	DANIA BEACH	FL	33004	2733	TOWN OF MODELO (DANIA) B-49 DLOT 18 BLK 5
504234010690	RAWSON PORTNOY PROPERTIES LLC	5711 SW 32 TER	FORT LAUDERDALE	FL	33312		TOWN OF MODELO (DANIA) B-49 DLOT 19 BLK 5
504234010700	LILLIE PARRISH TRJACKSON,CASTELLA PARRISH						
504234010700	TRSTEE	2413 RALEIGH ST	HOLLYWOOD	FL	33020	1611	TOWN OF MODELO (DANIA) B-49 DLOT 20 BLK 5
504234010710	FONTUS CAPITAL LLC	5711 SW 32 TER	FORT LAUDERDALE	FL	33312		TOWN OF MODELO (DANIA) B-49 DLOT 21 BLK 5
504234010711	201 NW 6 AVE DANIA BEACH LLC	907 STANTON DR	WESTON	FL	33326		TOWN OF MODELO (DANIA) B-49 DLOT 24 BLK 5
504234010712	JAMES,CORAZON	1075 92 ST #401	MIAMI BEACH	FL	33154		TOWN OF MODELO (DANIA) B-49 DLOT 22 BLK 5
504234010713	JACKSON,SHERISSA	200 NW 7 AVE	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 23 BLK 5
504234010720	AFFORDABLE HOUSING						
504234010720	DEVELOPMENTSOLUTIONS	7855 NW 12 ST STE 202	DORAL	FL	33126		TOWN OF MODELO (DANIA) B-49 DLOT 1 BLK 6
504234010730	ADALWIN LLC	8665 E HARTFORD DR	SCOTTSDALE	AZ	85255		TOWN OF MODELO (DANIA) B-49 DLOT 2 BLK 6
504234010740	BOHADANAH,ELIYAHU	3950 SW 6 ST	FORT LAUDERDALE	FL	33312	2632	TOWN OF MODELO (DANIA) B-49 DLOT 3 BLK 6
504234010750	SMITH,MERDEEN JEANSTEWART,STEVE						
504234010750	SEBASTIAN	141 NW 6 AVE	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 4 BLK 6
504234010940	ST RUTH MISSIONARYBAPTIST CHURCH INC	PO BOX 698	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOTS 1,2,3,4,5,7 & 10 BLK 7
504234014030	LEIVA,MICHELLE E	151 NW 7 AVE	DANIA BEACH	FL	33004	2756	TOWN OF MODELO (DANIA) B-49 DLOT 1 BLK 30
504234014040	FONTUS CAPITAL LLC	5711 SW 32 TER	FORT LAUDERDALE	FL	33312		TOWN OF MODELO (DANIA) B-49 DLOT 2 BLK 30
504234014041	CLAIR,DALBURN	142 NW 8 AVE	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 3 BLK 30
504234014050	JONES,MILTON L JR & BARBARA H	PO BOX 357	DANIA BEACH	FL	33004	0357	TOWN OF MODELO (DANIA) B-49 DLOT 4 BLK 30
504234014220	CARTER-PACE,RUTHINE V	PO BOX 762651	SAN ANTONIO	TX	78245		TOWN OF MODELO (DANIA) B-49 DLOT 1 BLK 31
504234014230	SANTIAGO,ALEJANDRO HIRAM L H/ELEON,MIRTA E	246 NW 8 AVE	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 2 LESS PT
504234014240	WARD,DONALD H/EMILES,DONNA	242 NW 8 AVE	DANIA BEACH	FL	33004		DESC'D AS,BEG ATSE COR OF LOT 2,W ALG S/L
504234014241	CENTER FOR FAITH	936 W TROPICAL WAY	PLANTATION	FL	33317		OFLOT 2 FOR 108.50 TO SW COR OFLOT 2,NLY ALG W/L 11 FT,SLY106.28 TO POB BLK 31
504234014242	BRUNO,LATRICE MERCEDES,MORRIS,ALVA M	241 NW 7 AVE	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DPOR LOT 2 DESC AS BEG SE COR OFLOT 2,W TO SW COR,N 11,SE 106.28TO POB & LOT 3,BLK 31
504234014250	RAWSON PORTNOY PROPERTIES LLC	5711 SW 32 TER	FORT LAUDERDALE	FL	33312		TOWN OF MODELO (DANIA) B-49 DLOT 4 BLK 31
504234014260	CHUNN,CATHERINE	1002 NW 2 ST	DANIA BEACH	FL	33004	2771	TOWN OF MODELO (DANIA) B-49 DLOT 6 BLK 31
504234014261	ARGENTO GROUP LLC	8527 PINES BLVD #202	PEMBROKE PINES	FL	33024		TOWN OF MODELO (DANIA) B-49 DLOT 8 BLK 31
504234014262	ARMSTRONG,ROBERT A	260 NE 22 ST	POMPANO BEACH	FL	33060		TOWN OF MODELO (DANIA) B-49 DLOT 10 BLK 31
504234014263	HARRIS,PRINCECTA R	PO BOX 1521	DANIA BEACH	FL	33004	1521	TOWN OF MODELO (DANIA) B-49 DLOT 9 BLK 31
504234014263							TOWN OF MODELO (DANIA) B-49 DLOT 7 BLK 31



504234014270	POUX,YULISSA MARIA	226 NW 8 AVE	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 11 LESS PT
504234014272	FEDD-YOUNG,MELINDA ANN YOUNG,RICKIE	225 NW 7 AVE	DANIA BEACH	FL	33004	DESC'D,BEG AT SWCOR,NLY ALG W/L FOR 5
504234014280	HARRIS,CURTIS	221 NW 7 AVE	DANIA BEACH	FL	33004	FT,ELY107.79 TO PT ON E/L,SAID PTBEING 2 FT N OF
						SE COR,SLY 2 TOSE COR,W 108.5 TO POB BLK 31
504234014290	VU,HAI NAM	9840 DUNHILL DR	MIRAMAR	FL	33025	TOWN OF MODELO (DANIA) B-49 DLOT 12 BLK 31
504234014291	JOHNSON,EVEREST	6736 SW 33 ST	MIRAMAR	FL	33023	TOWN OF MODELO (DANIA) B-49 DLOT 15 BLK 31
504234014300	BLACK,LARRY J	2411 LAKE MIRAMAR WAY	MIRAMAR	FL	33025	TOWN OF MODELO (DANIA) B-49 DLOT 17 BLK 31
504234014301	RAWSON PORTNOY PROPERTIES LLC	5711 SW 32 TER	FORT LAUDERDALE	FL	33312	TOWN OF MODELO (DANIA) B-49 DLOT 16 BLK 31
504234014302	SASSON,ABRAHAM	251 174 ST APT 1917	SUNNY ISLES BEACH	FL	33160	TOWN OF MODELO (DANIA) B-49 DLOT 18 BLK 31
504234014310	DULCIETA PROPERTIES INC	4848 SW 25 AVE	FORT LAUDERDALE	FL	33312	TOWN OF MODELO (DANIA) B-49 DLOT 19 BLK 31
504234014311	MURRAY,DALE ELIZABETH	205 NW 7 AVE	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 21 BLK 31
504234014312	GEORGE,BERNARD & DENISE R	207 NW 7 AVE	DANIA BEACH	FL	33004	TOWN OF DANIA B -40 DLOT 20 BLK 31
504234014320	FUNCHESS,WILLIE JAMES	25 NW 14 CT	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 22 BLK 31
504234014330	BOHADANAH,ELIYAHU	3950 SW 6 ST	FORT LAUDERDALE	FL	33312	TOWN OF MODELO (DANIA) B-49 DLOT 23 BLK 31
504234014340	GOLD HAND CONSTRUCTION	3950 SW 6 ST	FORT LAUDERDALE	FL	33312	TOWN OF MODELO (DANIA) B-49 DLOT 24 BLK 31
504234060010	FABIAN,FLAVIO	600 NW 3 ST	DANIA BEACH	FL	33004	HANSEN & NELSON SUB 3-76 DLOT 1,2 BLK A
504234060020	ROSENSTEEL,STEVEN P & ROSENSTEEL,CHINYERE A	503 LAKESIDE CIR	SUNRISE	FL	33326	
504234060030	DARLING,TAURA H/EKEEL,HELEN EST ETAL	514 NW 3 STREET	DANIA BEACH	FL	33004	HANSEN & NELSON SUB 3-76 DLOT 3,4 BLK A
504234060040	OLIVETA LLC	510 NW 3 ST	DANIA BEACH	FL	33004	HANSEN & NELSON SUB 3-76 DLOT 5,6 BLK A
504234060060	ADELE BESNER TRBESNER,HANNA TRSTEE ETAL	4240 GALT OCEAN DR #603	FORT LAUDERDALE	FL	33308	HANSEN & NELSON SUB 3-76 DLOT 7 BLK A
504234060080	RODRIGUEZ,ARBEY	5300 NW 85 AVE #303	DORAL	FL	33166	HANSEN & NELSON SUB 3-76 DLOT 8,9,10,11,12
504234060090	RODRIGUEZ,ARBEY	5300 NW 85 AVE #303	DORAL	FL	33166	LESS ST BLK A
504234060100	BOHADANAH,ELIYAHU	3950 SW 6 ST	FORT LAUDERDALE	FL	33312	HANSEN & NELSON SUB 3-76 DLOTS 14 S1/2,15
504234060120	ROBERTSON,RAYGINIA	404 NW 3 ST	DANIA BEACH	FL	33004	S1/2, & 16 S1/2BLK A
504234060130	COSAC HOMELESS ASSISTANCECENTER INC	2101 SW 136 AVENUE	DAVIE	FL	33325	HANSEN & NELSON SUB 3-76 DLOTS 14 N1/2,15
504234060140	ITZKOWITZ,FRANCINE	11658 SW SAILFISH ISLES WAY	PORT ST LUCIE	FL	34987	N1/2, & 16 N1/2BLK A
504234060150	JACK BESNER TRBESNER,HILDA	4240 GALT OCEAN DR #603	FORT LAUDERDALE	FL	33308	HANSEN & NELSON SUB 3-76 DLOT 17,18,19 BLK A
504234060151	JACK BESNER IRREVOC TRBESNER,HILDA TRSTEE	4240 GALT OCEAN DR #603	FORT LAUDERDALE	FL	33308	HANSEN & NELSON SUB 3-76 DLOT 20,21 BLK A
504234060160	JACK BESNER IRREVOC TRBESNER,HILDA TRSTEE	4240 GALT OCEAN DR #603	FORT LAUDERDALE	FL	33308	HANSEN & NELSON SUB 3-76 DLOT 22,23 BLK A
504234060170	TORRES FONTANEZ,ARTURO	413 NW 3 TER	DANIA BEACH	FL	33004	HANSEN & NELSON SUB 3-76 DLOT 24,25,26 BLK A
504234060190	FLORIDA EASTERN ECCLESIASTICAL JURISDICTION	PO BOX 62	DANIA BEACH	FL	33004	HANSEN & NELSON SUB 3-76 DLOT 27 BLK A
504234060210	FL RENTAL LLC	708 SE 2 ST	POMPANO BEACH	FL	33060	HAUSEN & NELSON SUB 3-76 DLOT 28 BLK A
504234060220	MC CLAM,TONY L	505 NW 3 TER	DANIA BEACH	FL	33004	
504234060230	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	HANSEN & NELSON SUB 3-76 DLOT 29 BLK A
504234060240	FEQUIERE,DAVOUST SAINT CYR,DARNA S	515 NW 3 TER	DANIA BEACH	FL	33004	HANSEN & NELSON SUB 3-76 DLOT 30,31 BLK A
504234060250	GUETSHINA	8737 NW 39 ST	HOLLYWOOD	FL	33024	HANSEN & NELSON SUB 3-76 DLOTS 32-34 BLK A
504234060251	DANNY 1712 LLC	2316 CODY ST	HOLLYWOOD	FL	33020	TOG WITH LOTS14-17&36-38 BLK B,LESS ST
504234060260	TISDALE,GEORGE W	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	HANSEN & NELSON SUB 3-76 DLOT 36 LESS ST,37
	CITY OF DANIA BEACH					BLK A
	COMMUNITYREDEVELOPMENT AGENCY					HANSEN & NELSON SUB 3-76 DLOT 38,39 BLK A
	FEQUIERE,DAVOUST SAINT CYR,DARNA S					HANSEN & NELSON SUB 3-76 DLOT 40,41 BLK A
	GUETSHINA					HANSEN & NELSON SUB 3-76 DLOT 42,43 BLK A
	DANNY 1712 LLC					HANSEN & NELSON SUB 3-76 DLOT 44,45 BLK A
	TISDALE,GEORGE W					HANSEN & NELSON SUB 3-76 DLOT 46,47 BLK A
	CITY OF DANIA BEACH					HANSEN & NELSON SUB 3-76 DLOT 1,W1/2 LOT 2
	COMMUNITYREDEVELOPMENT AGENCY					BLK B



504234060271	DEUTSCHE BANK NATL TR CO TRSTEE%SELECT	3217 S DECKER LAKE DR	SALT LAKE CITY	UT	84119		HANSEN & NELSON SUB 3-76 DLOT 2 E1/2,3 & 4 BLK B
504234060280	PORTFOLIO SERVICING	514 NW 3 TER	DANIA BEACH	FL	33004	2718	HANSEN & NELSON SUB 3-76 DLOT 5,6 BLK B
504234060290	SMITH, TIERNEY K	22 SW 5 AVE	DANIA BEACH	FL	33004		HANSEN & NELSON SUB 3-76 DLOT 7 BLK B
504234060300	COLLINS SUITE ENTERPRISES LLC	22 SW 5 AVE	DANIA BEACH	FL	33004		HANSEN & NELSON SUB 3-76 DLOT 8 BLK B
504234060310	COLLINS SUITE ENTERPRISES LLC	508 NW 3 TER	DANIA BEACH	FL	33004		HANSEN & NELSON SUB 3-76 DLOT 9,10 BLK B
504234060320	GONZALEZ, JULIO	325 NW 5 AVE	DANIA BEACH	FL	33004		HANSEN & NELSON SUB 3-76 DLOT 11,12 BLK B
504234060320	GONZALEZ, FABIAN323-325 NW 5 AVE LAND TR						HANSEN & NELSON SUB 3-76 DLOT 18,19,20 W1/2 BLK B
504234060360	MOLTIMORE, THOMASBUTLER, BERNICE ETAL	416 NW 3 TER	DANIA BEACH	FL	33004		HANSEN & NELSON SUB 3-76 DLOT 20 E1/2, 21,22 BLK B
504234060380	WINDSOR, CLEMENTE & RADIAH	410 NW 3 TER	DANIA BEACH	FL	33004		HANSEN & NELSON SUB 3-76 DLOT 23,24,25 BLK B
504234060390	MCCUTCHEON, MARY EST%HORACE MCCUTCHEON	PO BOX 245	ABSECON	NJ	08201		HANSEN & NELSON SUB 3-76 DLOT 26 LESS W 20 BLK B
504234060400	TIITE/STATE OF FLORIDA FORMER MURPHY ACT LAND	DNR DOUGLAS BLDG	TALLAHASSEE	FL	32399		HANSEN & NELSON SUB 3-76 DLOT 26 W 20, LOT 27,28,29 BLK B
504234060410	MCCUTCHEON, NELSON	2709 NW 20 ST	FORT LAUDERDALE	FL	33311		HANSEN & NELSON SUB 3-76 DLOT 30,31 BLK B
504234060440	SF HOME BUYERS LLC	3101 N FEDERAL HWY STE 606	FORT LAUDERDALE	FL	33306		HANSEN & NELSON SUB 3-76 DLOT 32,33,34,35 BLK B
504234060450	BIZZLE, RONNIE D & JODY LEE	415 NW 3 PL	DANIA BEACH	FL	33004		HANSEN & NELSON SUB 3-76 DLOT 40,41 BLK B
504234060470	FERNANDER, WILBUR F JR	505 NW 3 PL	DANIA BEACH	FL	33004		HANSEN & NELSON SUB 3-76 DLOT 42,43 BLK B
504234060471	WAKELAND, PATRICK A	509 NW 3 PL	DANIA BEACH	FL	33004		HANSEN & NELSON SUB 3-76 DLOT 44,45 BLK B
504234060480	BURGOS, JACOB	513 NW 3 PL	DANIA BEACH	FL	33004		HANSEN & NELSON SUB 3-76 DLOT 46 & 47 BLK B
504234060481	MCCUTCHEON, JAMES & MCCUTCHEON, NAOMI	517 NW 3 PL	DANIA BEACH	FL	33004		HANSEN & NELSON SUB 3-76 DLOT 48 THRU 51 BLK B
504234060490	MCCUTCHEON, JAMES & NAOMI S	517 NW 3 PL	DANIA BEACH	FL	33004		HANSEN & NELSON SUB 3-76 DLOTS 1 THRU 4,51 S OF CANAL & N GRIFFIN RD & LOTS 54 THRU 57 BLK C
504234060510	FLORIDA POWER & LIGHT COATTN PROPERTY TAX - PSX/JB	700 UNIVERSE BLVD	JUNO BEACH	FL	33408		HANSEN & NELSON SUB 3-76 DLOTS 5 THRU 12 & LOTS 46 THRU 53 LYING S OF GRIFFIN RD R/W, BLK C
504234060530	LME PROPERTY HOLDINGS LLC	301 W HALLANDALE BEACH BLVD	HALLANDALE BEACH	FL	33009		HANSEN & NELSON SUB 3-76 DLOT 14,15,16 & S 15 M/L OF LOTS 43,44 BLK C
504234060570	ALL SPECIALISTS INC	3061 NW 23 WAY	OAKLAND PARK	FL	33311		HANSEN & NELSON SUB 3-76 DLOT 17,18,19 & S 15 M/L OF LOTS 40,41 BLK C
504234060580	ALL SPECIALISTS INC	8641 NW 44 CT	LAUDERHILL	FL	33351		HANSEN & NELSON SUB 3-76 DLOT 39 S OF GRIFFIN RD R/WBLK C
504234060581	FRANCINE SOLOMON TRELLEN STEUERMAN TR	1580 SEAGRAPE WAY	HOLLYWOOD	FL	33019	4863	HANSEN & NELSON SUB 3-76 DLOT 20,21, S 15 M/L OF LOTS 37 & 38 BLK C
504234060590	NUBY, RONALD DALE	417 OLD GRIFFIN ROAD	DANIA BEACH	FL	33004		HANSEN & NELSON SUB 3-76 DLOT 22,23 & THAT PART OF LOTS 35 & 36 LYING S OF CANAL BLK C
504234060600	NUBY, RONALD DALE	417 OLD GRIFFIN RD	DANIA BEACH	FL	33004	2744	HANSEN & NELSON SUB 3-76 DLOT 24 BLK C
504234060610	BESNER, HILDA TR	4240 GALT OCEAN DR #603	FORT LAUDERDALE	FL	33308		HANSEN & NELSON SUB 3-76 DLOT 25,26 W 20,S 15 M/L OF W 20 OF LOT 32 & S 15 M/L OF LOT 33 BLK C
504234060620	ADELE BESNER TRBESNER, HANNA S	4240 GALT OCEAN DR #603	FORT LAUDERDALE	FL	33308		HANSEN & NELSON SUB 3-76 DLOT 26 E 5 BLK C
504234060630	BURGESS, HOWARD E EST	681 GENEVA PL	TAMPA	FL	33606	3923	HANSEN & NELSON SUB 3-76 DLOT 27,28 BLK C
504234060640	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	HANSEN & NELSON SUB 3-76 DLOT 29 W1/2 BLK C
504234060650	COMMUNITY REDEVELOPMENT AGENCY	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	HANSEN & NELSON SUB 3-76 DS 15 M/L OF LOTS 29 E1/2,30,31 & S 15 M/L OF E 5 OF LOT 32 BLK C
504234060660	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	HANSEN & NELSON SUB 3-76 DLOT 34 S OF CANAL R/W BLK C
504234060670	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004		HANSEN & NELSON SUB 3-76 DS 15 M/L OF LOT 42 BLK C
504234060700	HARRIS, JERRY & MAGGIE EST% CURTIS HARRIS	221 NW 7 AVE	DANIA BEACH	FL	33004		HANSEN & NELSON SUB 3-76 DALL LOTS 1,2,3,4, LESS ST RDBLK G
504234060730	HOLCAUST DOCUMENTATION AND EDUCATION CENTER INC	303 N FEDERAL HWY	DANIA BEACH	FL	33004		



504234060740	COMERLAT HOSPITALITY 1 LLC	18851 NE 29 AVE #700	AVENTURA	FL	33180	HANSEN & NELSON SUB 3-76 DALL LOTS 5,6,7,8,LESS ST RDBLK G
504234060750	S O S LAND CORP #3	345 N FEDERAL HWY	DANIA BEACH	FL	33004	HANSEN & NELSON SUB 3-76 DALL LOTS 9,10,LESS ST RD,LOT 11 LESS ST RD & LESS N 9 OF LOT 11 BLK G
504234060751	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	HANSEN & NELSON SUBLOT 11 N 9 LESS E 8 FOR ST RD,LOT 12 LESS ST RD BLK G
504234140010	WISE,ROSIE	20 NW 6 AVE	DANIA BEACH	FL	33004	DANIA MANOR CORR PLAT 10-53 BLOT 1 BLK 1
504234140020	CLARK,EMMA J & WEST,CHARLES E	822 NW 3 ST	DANIA BEACH	FL	33004	DANIA MANOR CORR PLAT 10-53 BLOT 2,3 BLK 1
504234140030	DAVIS,D & GEORGIA L	PO BOX 1328	DANIA BEACH	FL	33004	DANIA MANOR CORR PLAT 10-53 BLOT 4 BLK 1
504234140040	DAVIS,GEORGIA L	PO BOX 1328	DANIA BEACH	FL	33004	DANIA MANOR CORR PLAT 10-53 BLOT 5,6 BLK 1
504234140050	HOUSE OF GOD WHICH IS THE CHURCH OF THE LIVING GOD ETAL	810 NW 3 ST	DANIA BEACH	FL	33004	DANIA MANOR CORR PLAT 10-53 BLOTS 7 TO 10,15,16 BLK 1
504234140060	GRACE,BETTY	804 NW 3 ST	DANIA BEACH	FL	33004	DANIA MANOR CORR PLAT 10-53 BLOT 11,12 BLK 1
504234140080	MANTERO,FRANCISCO	801 NW 3 TERRACE	DANIA BEACH	FL	33004	DANIA MANOR CORR PLAT 10-53 BLOT 13,14 BLK 1
504234140110	ZONDA INVESTING GROUP LLC	19220 NE 19 PL	MIAMI	FL	33179	DANIA MANOR CORR PLAT 10-53 BLOT 17 TO 24 BLK 1
504234140270	800 OLD GRIFFIN LLC	800 OLD GRIFFIN ROAD	DANIA BEACH	FL	33004	DANIA MANOR CORR PLAT 10-53 B34-50-42 LOT 1 THRU 24 BLK 2 TOG WITH ALLBLK 3 & W 46 OF BLK 4 & PAR DESCIN OR 2440/863 TOG WITH PARLYING IN E1/2 OF NE1/4 OF SW 1/4 OF NW1/4 IN W1/2 OF NW1/4 OF SE1/4 OF NW1/4 OF SEC 34/50/42AS DESC IN OR 1728/471 LESS R/WFOR NW 4 ST TOG WITH E 100 OF
504234140340	SOUTHWICK,JOSEPH P	2576 EAGLE RUN LN	WESTON	FL	33327	DANIA MANOR CORR PLAT 10-53 BTHAT PT OF BLK 4 LYING N OFBROWARD RD AS DESC IN OR 1488/78& E 225 OF CONTIGUOUS PT S OFBROWARD RD BLK 4 LESS OR2440/863
504234140360	FLORIDA POWER & LIGHT COATTN PROPERTY TAX - PSX/JB	700 UNIVERSE BLVD	JUNO BEACH	FL	33408	DANIA MANOR CORR PLAT 10-53 BW 50 OF E 275 OF BLK 4
504234140430	TAYLOR,DAVID	700 UNIVERSE BLVD	JUNO BEACH	FL	33408	DANIA MANOR CORR PLAT 10-53 BLOT 1-9,13-24 BLK 5
504234140450	TAYLOR-ROCKETT,DAPHNE	PO BOX 120154 3388 NW 22 ST	FORT LAUDERDALE LAUDERDALE LAKES	FL FL	33312 33311	DANIA MANOR CORR PLAT 10-53 BLOT 10,11 BLK 5 DANIA MANOR CORR PLAT 10-53 BLOT 12 BLK 5
504234140550	LEWIS,BERNICE EST	302 NW 8 AVE	DANIA BEACH	FL	33004	DANIA MANOR CORR PLAT 10-53 BN1/2 LOT 1 BLK 6
504234140551	LEWIS,BERNICE EST	302 NW 8 AVE	DANIA BEACH	FL	33004	DANIA MANOR CORR PLAT 10-53 BS1/2 LOT 1 BLK 6
504234140560	HARRIS,BRENDA	720 NW 3 ST	DANIA BEACH	FL	33004	DANIA MANOR CORR PLAT 10-53 BLOT 2,3,4 BLK 6
504234140580	DE LEON,EDGARDO ARIEL	PO BOX 223624	HOLLYWOOD	FL	33022	DANIA MANOR CORR PLAT 10-53 BLOT 5 BLK 6
504234140600	TAYLOR,JOYCE ELAINE	PO BOX 286	KEYPORT	NJ	07735	DANIA MANOR CORR PLAT 10-53 BLOTS 6,7 & 8 BLK 6
504234140610	PARKER,JAMES LEONARD II	608 NW 3 ST	DANIA BEACH	FL	33004	DANIA MANOR CORR PLAT 10-53 BLOT 9,10 BLK 6
504234140620	COVRE,MARGARET ANTONIAVAN	604 NW 3 ST	DANIA BEACH	FL	33004	DANIA MANOR CORR PLAT 10-53 BLOT 11,12 BLK 6
504234140630	WONG,ANGIE YUK NGAN	601 NW 3 TER	DANIA BEACH	FL	33004	DANIA MANOR CORR PLAT 10-53 BLOT 13,14,15 BLK 6
504234140650	BINION,ERIC F	11370 NW 39 PL	SUNRISE	FL	33323	DANIA MANOR CORR PLAT 10-53 BLOT 16 BLK 6
504234140660	INVESTPROPERTIES LLC	1 LAUREL RD	WHITE PLAINS	NY	10605	DANIA MANOR CORR PLAT 10-53 BLOT 17,18 BLK 6
504234140670	MCCRAY,WILLIE JOE	PO BOX 1121	DANIA BEACH	FL	33004	DANIA MANOR CORR PLAT 10-53 BLOT 19 BLK 6
504234140680	ALAZZAWI,FURATBACSA,KATALIN	395 HEDGE RD	MENLO PARK	CA	94025	DANIA MANOR CORR PLAT 10-53 BLOTS 20,21 & 22 BLK 6
504234140710	OHAB,WESLEY SHAZAM	621 NW 3 TER	DANIA BEACH	FL	33004	DANIA MANOR CORR PLAT 10-53 BLOT 23,24 BLK 6
504234200010	PERRY,HOWARD LORENZO	201 NW 8 AVE	DANIA BEACH	FL	33004	DANIA MANOR SUB 16-1 BLOT 1,2



504234200020	PERRY, LEVORNIA EST	209 NW 8 AVE	DANIA BEACH	FL	33004	2734	A K WIXSON SUB 16-1 BLOT 3
							A K WIXSON SUB 16-1 BALL OF LOT 4 AND A POR OF LOT 5 DESC AS: COMM NW COR LOT 7, S 100 TO POB, SE 97.34, SW 61.82 TO SLINE LOT 4, W 81.98, NW ALONG THE LINE 60 TO POB
504234200029	COOPER, TONY CURTIS GIBSON-COOPER, THERESA ANN	213 NW 8 AVE	DANIA BEACH	FL	33004	2734	
504234200030	DANIA ECONOMIC DEVELOPMENT CORP	210 NW 12 AVE	DANIA BEACH	FL	33004	2647	A K WIXSON SUB 16-1 BLOT 4 E 20
504234200031	DANIA ECONOMIC DEVELOPMENT CORP	210 NW 12 AVE	DANIA BEACH	FL	33004	2647	A K WIXSON SUB 16-1 BLOT 5 E 20:6 E 20 & 7 E 20
							A K WIXSON SUB 16-1 BTHAT PART OF LOTS 5 & 6 DESC'D AS, COMM AT NW COR OF LOT 7 OF SAID PLAT, S 50 TO POB, SAID POB BEING 10 FT S OF S/L OF LOT 7 E 110.14, SWLY 51.52, WLY 97.34, N 50 TO POBAKA: LOT 5 N 20 LESS E 20 & LOT 6 S 30 LESS E 20
504234200032	DUCE, JEAN JOSEPH & ISELANDE	221 NW 8 AVE	DANIA BEACH	FL	33004		A K WIXSON SUB 16-1 BPART OF LOTS 6 & 7 DESC'D AS, BEGAT NW COR OF LOT 7, E ALG N/L FOR 122.94, SWLY 51.52, WLY 110.14 TOW/L LOT 6, N 50 TO POBAKA: LOT 6 N 10 LESS E 20 & LOT 7 LESS E 20
504234200033	GREENE, JOYCE A	225 NW 8 AVE	DANIA BEACH	FL	33004	2734	
504234200040	KNIGHT, BERTHUM EST	227 NW 8 AVE	DANIA BEACH	FL	33004	2734	A K WIXSON SUB 16-1 BLOT 8
504234200050	LEWIS, LIZZIE EST	229 NW 8 AVE	DANIA BEACH	FL	33004		A K WIXSON SUB 16-1 BLOT 9
504234200060	WEST, RAYMOND H/EWEST, JANICE	237 NW 8 AVE	DANIA BEACH	FL	33004	2734	A K WIXSON SUB 16-1 BLOTS 10, 11
504234200080	VASSOPOULOS, MARTA	818 NW 3 ST	DANIA BEACH	FL	33004	0641	A K WIXSON SUB 16-1 BLOT 12
504234200090	YORD INVESTMENT LLC	706 NE 191 ST	MIAMI	FL	33179		A K WIXSON SUB 16-1 BLOT 13
504234200100	COBB, MAE O	815 NW 3 ST	DANIA BEACH	FL	33004	2709	A K WIXSON SUB 16-1 BLOT 14
504234200110	RHAYCOM LLC	PO BOX 1720	DANIA BEACH	FL	33004		A K WIXSON SUB 16-1 BLOT 15, 16
504234200120	COITO, MAURYA A	4420 NW 42 TER	COCONUT CREEK	FL	33073		DANETTE 16-65 BLOTS 1 & 2 BLK A
504234200200	LIVE CHEAP LLC	627 NW 177 ST	MIAMI GARDENS	FL	33169		DANETTE 16-65 BLOT 3 BLK A
504234200240	MIRZA, SHUJAAT & FARHAT	5720 SW 5 ST	PLANTATION	FL	33317	3532	DANETTE 16-65 BLOT 4 BLK A
504234200241	MIRZA, SHUJAAT & FARHAT	5720 SW 5 ST	PLANTATION	FL	33317	3532	DANETTE 16-65 BLOT 5 BLK A
504234200242	MARQUEZ, JOAN SEBASTIAN	224 NW 9 AVE #1-2	DANIA BEACH	FL	33004		DANETTE 16-65 BLOT 6 BLK A
504234200250	HONDAL, LUIS A PUENTES	1147 HILLSBORO MILE #309	HILLSBORO BEACH	FL	33062		DANETTE 16-65 BLOT 7 BLK A
504234200260	BABEL, RONALD E	228 NW 9 AVE APT 2	DANIA BEACH	FL	33004		DANETTE 16-65 BLOT 8 BLK A
504234200280	WILLIAMS, ALEGIA C	234 NW 9 AVE	DANIA BEACH	FL	33004		DANETTE 15-65 BLOT 9, 10 BLK A
504234200290	SHEARD, CYNTHIA	242 NW 9 AVE	DANIA BEACH	FL	33004		DANETTE 16-65 BLOT 11 & 12 BLK A
	KNOWLES, CHRISTOPHER A JR						
5042342020110	H/EKNOWLES, JUNE V	250 NW 9 AVE	DANIA BEACH	FL	33004		DANETTE 16-65 BLOT 13 BLK A
5042342020120	COX, R E & JACQUELYN E	254 NW 9 AVE APT 1	DANIA BEACH	FL	33004	2737	DANETTE 16-65 BLOT 14 BLK A
5042342020130	WHITE, RHODA	302 NW 9 AVE APT A	DANIA BEACH	FL	33004	2762	DANETTE 16-65 BLOT 15 BLK A
5042342050050	COOK, GORDON NEIL	180 WATER ST UNIT 2609	NEW YORK	NY	10038		MELALEUCA GARDENS RESUB 25-10 BLOT 5 BLK 1
5042342050060	LOPES, W F JR & MARILYNN C	818 NW 6 AVE	DANIA BEACH	FL	33004	2304	MELALEUCA GARDENS RESUB 25-10 BLOT 6 BLK 1
5042342050070	SHUGAL, BORIS & SHUGAL, FROUZA	814 NW 6 AVE	DANIA BEACH	FL	33004	2304	MELALEUCA GARDENS RESUB 25-10 BLOT 7 BLK 1
5042342050080	MAZZULLO, CATHERINE	810 NW 6 AVE	DANIA BEACH	FL	33004	2304	MELALEUCA GARDENS RESUB 25-10 BLOT 8 BLK 1
5042342050090	NARVAJA, CLAUDIA SILVINA	530 NW 8 ST	DANIA BEACH	FL	33004	2318	MELALEUCA GARDENS RESUB 25-10 BLOT 9 BLK 1
	WHITE, CHADWICK STRATTON WHITE, NICOLE						
5042342050100	MARIE	528 NW 8 ST	DANIA BEACH	FL	33004		MELALEUCA GARDENS RESUB 25-10 BLOT 10 BLK 1
	GENGE, GERALD RUSSELL GERALD RUSSELL						
5042342050180	GENGE REV TR	822 NW 7 AVE	DANIA BEACH	FL	33004	2317	MELALEUCA GARDENS RESUB 25-10 BLOT 8 BLK 2
5042342050190	EKBACK, DANIEL J	818 NW 7 AVE	DANIA BEACH	FL	33004	2317	MELALEUCA GARDENS RESUB 25-10 BLOT 9 BLK 2
5042342050200	RIBEIRO, LUIZ & GRAZIELA	814 NW 7 AVE	DANIA BEACH	FL	33004		MELALEUCA GARDENS RESUB 25-10 BLOT 10 BLK 2
5042342050210	RUDEN, MICHAEL	810 NW 7 AVE	DANIA BEACH	FL	33004		MELALEUCA GARDENS RESUB 25-10 BLOT 11 BLK 2
5042342050220	SALVINO, MARCO A SR	713 NW 7 AVE	DANIA BEACH	FL	33004		MELALEUCA GARDENS RESUB 25-10 BLOT 12 BLK 2
5042342050230	QUERCIAGROSSA, SANDRA M	614 NW 8 ST	DANIA BEACH	FL	33004	2320	MELALEUCA GARDENS RESUB 25-10 BLOT 13 BLK 2
	MUNOZ, MARTHA H/ECORIA, ANTONIO J						
5042342050240	CORIA, MARANDA S	610 NW 8 ST	DANIA BEACH	FL	33004		MELALEUCA GARDENS RESUB 25-10 BLOT 14 BLK 2



504234250250	HARLEY,DEAN A & JENNIFER T	606 NW 8 ST	DANIA BEACH	FL	33004	2320	MELALEUCA GARDENS RESUB 25-10 BLOT 15 BLK 2
504234250260	DAVALCHENKO,LEONID & FLYURA	801 NW 6 AVE	DANIA BEACH	FL	33004		MELALEUCA GARDENS RESUB 25-10 BLOT 16 BLK 2
504234250270	HERNANDEZ HERNANDEZ,PERLA A	809 NW 6 AVE	DANIA BEACH	FL	33004	2303	MELALEUCA GARDENS RESUB 25-10 BLOT 17 BLK 2
504234250280	DROSIER,FALICIE H/EJEAN,SNYDER	813 NW 6 AVE	DANIA BEACH	FL	33004	2303	MELALEUCA GARDENS RESUB 25-10 BLOT 18 BLK 2
504234250290	DESCHENES,LINA	817 NW 6 AVE	DANIA BEACH	FL	33004	2303	MELALEUCA GARDENS RESUB 25-10 BLOT 19 BLK 2
504234250300	ROSUA,JANET	821 NW 6 AVE	DANIA BEACH	FL	33004		MELALEUCA GARDENS RESUB 25-10 BLOT 20 BLK 2
504234250370	VIVAS,LUZ MILA	821 NW 7 AVE	DANIA BEACH	FL	33004	2316	MELALEUCA GARDENS RESUB 25-10 BLOT 5 BLK 3
504234250380	HURST,BOBBY J	817 NW 7 AVE	DANIA BEACH	FL	33004	2316	MELALEUCA GARDENS RESUB 25-10 BLOT 6 BLK 3
	MANZANO,CARLOSALUME-MANZANO,ELDA						
504234250390	GRACIELA	813 NW 7 AVE	DANIA BEACH	FL	33004		MELALEUCA GARDENS RESUB 25-10 BLOT 7 BLK 3
504234250400	JOSE,FRANK A & MAYRA	809 NW 7 AVE	DANIA BEACH	FL	33004		MELALEUCA GARDENS RESUB 25-10 BLOT 8 BLK 3
504234250410	WORTH,CHARLES A JR & CHRISTINE M	706 NW 8 ST	DANIA BEACH	FL	33004		MELALEUCA GARDENS RESUB 25-10 BLOT 9 BLK 3
504234250420	KRUSE,MELANIE A	801 NW 7 AVE	DANIA BEACH	FL	33004	2316	MELALEUCA GARDENS RESUB 25-10 BLOT 10 BLK 3
504234250430	BAILEY,JOY A	715 NW 7 AVE	DANIA BEACH	FL	33004	2314	MELALEUCA GARDENS RESUB 25-10 BLOT 1 BLK 4
504234250440	DOHERTY,WENDY MICHELLE	3138 SW 50 ST	FORT LAUDERDALE	FL	33312	6981	MELALEUCA GARDENS RESUB 25-10 BLOT 2 BLK 4
504234250450	SALVINO,MARCO A	713 NW 7 AVE	DANIA BEACH	FL	33004	2314	MELALEUCA GARDENS RESUB 25-10 BLOT 3 BLK 4
504234250460	BOOTSMA,ROBERT	709 NW 7 AVE	DANIA BEACH	FL	33004		MELALEUCA GARDENS RESUB 25-10 BLOT 4 BLK 4
504234250461	BIOS,DANIEL	706 NW 7 ST	DANIA BEACH	FL	33004		MELALEUCA GARDENS RESUB 25-10 BLOT 5 BLK 4
504234250470	LIBER,RENE'E M	702 NW 7 ST	DANIA BEACH	FL	33004		MELALEUCA GARDENS RESUB 25-10 BLOT 6 BLK 4
504234250480	THACKHAM,ANTHONY	2003 HARDING ST	HOLLYWOOD	FL	33020		MELALEUCA GARDENS RESUB 25-10 BLOT 1 BLK 5
504234250490	SCHANK,GARY SSMITH,CAROL ANNE	609 NW 7 ST	DANIA BEACH	FL	33004		MELALEUCA GARDENS RESUB 25-10 BLOT 2 BLK 5
504234250500	TRAVERS,MICHAEL	2543 KEY LARGO LN	FORT LAUDERDALE	FL	33312		MELALEUCA GARDENS RESUB 25-10 BLOT 3 BLK 5
504234250510	KINDRED,DEBORAH J	615 NW 8 ST	DANIA BEACH	FL	33004		MELALEUCA GARDENS RESUB 25-10 BLOT 4,5 BLK 5
504234250520	LEE,ANDREW & ANGELA D SALVINO	714 NW 7 AVE	DANIA BEACH	FL	33004		MELALEUCA GARDENS RESUB 25-10 BLOT 6 BLK 5
504234250530	MICHALEK,GEORGE J	710 NW 7 AVE	DANIA BEACH	FL	33004	2315	MELALEUCA GARDENS RESUB 25-10 BLOT 7 BLK 5
504234250540	ADAMS,MICHAEL Q & STRAUCH, TIFFANY A	614 NW 7 ST	DANIA BEACH	FL	33004	2307	MELALEUCA GARDENS RESUB 25-10 BLOT 8,9 BLK 5
504234250550	ROBERTS,NICHOLASROBERTS,ASHA	612 NW 7 ST	DANIA BEACH	FL	33004		MELALEUCA GARDENS RESUB 25-10 BLOT 10 BLK 5
504234250560	RODRIGUEZ,RENE H/ESANCHEZ,YOHAIRA	610 NW 7 ST	DANIA BEACH	FL	33004		MELALEUCA GARDENS RESUB 25-10 BLOT 11 BLK 5
504234250570	INGRAM,ELIZA	602 NW 7 ST	DANIA BEACH	FL	33004	2307	MELALEUCA GARDENS RESUB 25-10 BLOT 12 BLK 5
504234250580	HARVEY,DONALD J	709 NW 6 AVE	DANIA BEACH	FL	33004		MELALEUCA GARDENS RESUB 25-10 BLOT 13 BLK 5
504234250590	SILVIA,CHERYL	713 NW 6 AVE	DANIA BEACH	FL	33004		MELALEUCA GARDENS RESUB 25-10 BLOT 14 BLK 5
							MELALEUCA GARDENS RESUB 25-10 BLOT 1 LESS W 8 BLK 6
504234250600	SALVINO,MARCO A JR	523 NW 8 ST	DANIA BEACH	FL	33004		MELALEUCA GARDENS RESUB 25-10 BLOT 1 W 8,2 BLK 6
504234250610	NIELSEN,ROBERT NICHOLAS JR	529 NW 8 ST	DANIA BEACH	FL	33004		
504234250620	LYNCH,ROBERT J & EVELYN	714 NW 6 AVE	DANIA BEACH	FL	33004	2302	MELALEUCA GARDENS RESUB 25-10 BLOT 3 BLK 6
504234250630	DIDONA,MICHAEL D & STEPHANIE	710 NW 6 AVE	DANIA BEACH	FL	33004	2302	MELALEUCA GARDENS RESUB 25-10 BLOT 4 BLK 6
504234250640	CHAKWIN,CHRISTOPHER M	704 NW 6 AVE	DANIA BEACH	FL	33004		MELALEUCA GARDENS RESUB 25-10 BLOT 5 BLK 6
504234250650	STRAUGH,CHANTAL L	526 NW 7 ST	DANIA BEACH	FL	33004	2305	MELALEUCA GARDENS RESUB 25-10 BLOT 6 BLK 6
504234250660	MORLEY,STEPHEN & CHAYLENE D	709 NW 7 ST	DANIA BEACH	FL	33004	2308	MELALEUCA GARDENS RESUB 25-10 BLOT 1 BLK 7
	ROMERO,JUAN FERNANDO H/EROMERO,MARIA S						
504234250670	H/E ETAL	705 NW 7 ST	DANIA BEACH	FL	33004	2308	MELALEUCA GARDENS RESUB 25-10 BLOT 2 BLK 7
504234250680	STOLZENBURG,FREDERICK	701 NW 7 ST	DANIA BEACH	FL	33004		MELALEUCA GARDENS RESUB 25-10 BLOT 3 BLK 7
504234250690	KELLY,SUE H/EBARTHOLOMEW,KIM	617 NW 7 ST	DANIA BEACH	FL	33004	2306	MELALEUCA GARDENS RESUB 25-10 BLOT 4 BLK 7
504234250700	AGON,REGINA MAYREGINA MAY AGON TR	613 NW 7 ST	DANIA BEACH	FL	33004	2306	MELALEUCA GARDENS RESUB 25-10 BLOT 5 BLK 7
504234250710	SCHANK,GARY SSMITH,CAROL ANNE	609 NW 7 ST	DANIA BEACH	FL	33004	2306	MELALEUCA GARDENS RESUB 25-10 BLOT 6 BLK 7
504234250720	WOOD,IAN READ	605 NW 7 ST	DANIA BEACH	FL	33004		MELALEUCA GARDENS RESUB 25-10 BLOT 7 BLK 7
504234250730	MIKES,ROBERT A &MIKES,SHEILA	1500 OVERSEAS HWY #403	MARATHON	FL	33050		MELALEUCA GARDENS RESUB 25-10 BLOT 8 BLK 7
	PAUL PAVILACK REV LIV TRPAVILACK,PAUL						
504234250740	TRSTEE	529 NW 7 ST	DANIA BEACH	FL	33004		MELALEUCA GARDENS RESUB 25-10 BLOT 9 BLK 7
504234250750	BOIKO IOURI & TATIANA	525 NW 7 ST	DANIA BEACH	FL	33004		MELALEUCA GARDENS RESUB 25-10 BLOT 10,A W 6 BLK 7
504234250760	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	MELALEUCA GARDENS RESUB 25-10 BLOT A LESS W 6 BLK 7



504234250770	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	MELALEUCA GARDENS RESUB 25-20 BSTREETS AND
504234260013	ABUEVA, DIEGO CASILAO, MARIA SHEILA	826 NW 8 AVE	DANIA BEACH	FL	33004	2331	AVENUES DEDICATED TOPUBLIC PER PLAT
504234260014	LAVANDERA, RENE & AMANDA	822 NW 8 AVE	DANIA BEACH	FL	33004		DANIA TROPICAL ESTATES 29-20 BLOT 4 BLK 1
504234260015	GURLEY, JOHN	818 NW 8 AVE	DANIA BEACH	FL	33004	2331	DANIA TROPICAL ESTATES 29-20 BLOT 5 BLK 1
504234260016	BAS, VINCENTE & MARIA	814 NW 8 AVE	DANIA BEACH	FL	33004	2331	DANIA TROPICAL ESTATES 29-20 BLOT 6 BLK 1
504234260017	TAURASI, JOHN R	809 NW 8 AVE	DANIA BEACH	FL	33004	2330	DANIA TROPICAL ESTATES 29-20 BLOT 7 BLK 1
504234260019	FIGUEROA, ELIO JULIAN	810 NW 9 AVE	DANIA BEACH	FL	33004	2336	DANIA TROPICAL ESTATES 29-20 BLOT 8 LESS W 7.5
504234260021	CERVANTES NIEVES, MAYBEL DIAZ	805 NW 8 AVE	DANIA BEACH	FL	33004	2330	BLK 2
504234260023	PI SUT, LISA JPISUT, RONALD J	818 NW 9 AVE	DANIA BEACH	FL	33004	2336	DANIA TROPICAL ESTATES 29-20 BLOT 9 LESS E 7.5
504234260025	HORTON, GLENN A	822 NW 9 AVE	DANIA BEACH	FL	33004	2336	TOGETHER WITH LOT 10 S 10' LESS E 7.5 BLK 2
504234260026	ORALE USA LLC	PO BOX 1720	DANIA BEACH	FL	33004		DANIA TROPICAL ESTATES 29-20 BLOT 10 LESS E
504234260030	ENDRISS, DONALD JR	810 NW 8 AVE	DANIA BEACH	FL	33004	2331	7.5' & LESS S 10' BLK 2
504234260051	TESSITORE, JOHN E	825 NW 8 AVE	DANIA BEACH	FL	33004		DANIA TROPICAL ESTATES 29-20 BLOT 8 BLK 1
504234260060	VITKIDS PROPERTIES LLC	800 S FEDERAL HWY	HOLLYWOOD	FL	33020		DANIA TROPICAL ESTATES 29-20 BLOT 4 LESS W 7.5
504234260070	DUNHAM, SHARON S	817 NW 8 AVE	DANIA BEACH	FL	33004	2330	BLK 2
504234260080	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004		DANIA TROPICAL ESTATES 29-20 BLOT 5 LESS W 7.5
504234330010	BRYAN, ELIZABETH ANNE	722 NW 8 ST	DANIA BEACH	FL	33004	3643	BLK 2
504234330020	LEWARK, DEBORAH	718 NW 8 AVE	DANIA BEACH	FL	33004	2322	DANIA TROPICAL ESTATES 29-20 BLOT 6 LESS W 7.5
504234330030	PRIETO, STEPHANIE	714 NW 8 AVE	DANIA BEACH	FL	33004	2329	BLK 2
504234330040	MONTGOMERY, CHALWAT PRIEST, RITA & PRIEST, ROBERT	710 NW 8 AVE	DANIA BEACH	FL	33004		DANIA TROPICAL ESTATES 29-20 BLOT 4 LESS W 7.5
504234330050	KOPACK, JOHN KARL JOHN KARL KOPACK REV TR	702 NW 8 AVE	DANIA BEACH	FL	33004	2329	BLK 2
504234330051	HOMAN, JOHN III	706 NW 8 AVE	DANIA BEACH	FL	33004		DANIA TROPICAL ESTATES 29-20 BLOT 5 LESS W 7.5
504234330060	GARCIA, ORLANDO	915 NW 7 ST	DANIA BEACH	FL	33004	2311	BLK 2
504234330070	GARCIA, ALFONSO C	911 NW 7 ST	DANIA BEACH	FL	33004		ANDERSONS SUB 34-40 BLOT 1 BLK 2
504234330080	KEMP, KERM R JR	907 NW 7 ST	DANIA BEACH	FL	33004		ANDERSONS SUB 34-40 BLOT 2 BLK 2
504234330090	ROLDOS, CARLOS	903 NW 7 ST	DANIA BEACH	FL	33004		ANDERSONS SUB 34-40 BLOT 3 BLK 2
504234330100	SCHLICHTER ENTERPRISES INC	2134 HOLLYWOOD BLVD	HOLLYWOOD	FL	33020	6701	ANDERSONS SUB 34-40 BLOT 4 BLK 2
504234330110	VALENZUELA, HAROLD & MARI ANN	811 NW 7 ST	DANIA BEACH	FL	33004		ANDERSONS SUB 34-40 BLOT 5 BLK 2
504234330111	MARIA C PENA LIV TRJOELVIS A PENA LIV TR ETAL	803 NW 7 ST	DANIA BEACH	FL	33004		ANDERSONS SUB 34-40 BLOT 6 BLK 2
504234330120	PENA, JOELVIS ALBERTO	803 NW 7 ST	DANIA BEACH	FL	33004	2310	ANDERSONS SUB 34-40 BLOT 7 BLK 2
504234330121	FITZGERALD, JOHN P & LUCETTE	715 NW 7 ST	DANIA BEACH	FL	33004		ANDERSONS SUB 34-40 BLOT 8 BLK 2
504234330130	DERBY, JAMES & BRENDA JAMES DERBY REV TR CRUZ, JOSE ALEXANDER	713 NW 7 ST	DANIA BEACH	FL	33004	2308	ANDERSON SUB 34-40 BLOT 9 BLK 2
504234340010	CARDENAS MANSFIELD, COURTNEY ALEXIS	800 NW 8 ST	DANIA BEACH	FL	33004		ANDERSONS SUB 34-40 BLOT 10 BLK 2
504234340020	TYLICKI, MICHAEL & LOUISE	719 NW 8 AVE	DANIA BEACH	FL	33004		ANDERSONS SUB-SUB OF TR A44-46 BLOT 1 BLK 3
504234340030	SAVANNA PROPERTIES LLC	800 S FEDERAL HWY	HOLLYWOOD	FL	33020		ANDERSONS SUB-SUB OF TRACT A44-46 BLOT 2 BLK 3
504234340040	HELWIG, ROGER SCOTT	711 NW 8 AVE	DANIA BEACH	FL	33004	2328	ANDERSONS SUB-SUB OF TRACT A44-46 BLOT 3 BLK 3



504234340050	VILCHES, OSMARA	19340 W SAINT ANDREWS DR	HIALEAH	FL	33015		ANDERSONS SUB-SUB OF TRACT A44-46 BLOT 5 BLK 3
504234340060	COOLEN, VIVIAN LUCAS, RAUL	703 NW 8 AVE	DANIA BEACH	FL	33004		ANDERSONS SUB-SUB OF TRACT A44-46 BLOT 6 BLK 3
504234340070	DIXON, TOMMI CHRISTINE H/EDIXON, BRANDON	702 NW 9 AVE	DANIA BEACH	FL	33004	2334	ANDERSONS SUB-SUB OF TRACT A44-46 BLOT 7 BLK 3
504234340080	LUCAS, KARA B	706 NW 9 AVE	DANIA BEACH	FL	33004		ANDERSONS SUB-SUB OF TRACT A44-46 BLOT 8 BLK 3
504234340090	LUCAS, VICTOR	710 NW 9 AVE	DANIA BEACH	FL	33004		ANDERSONS SUB-SUB OF TRACT A44-46 BLOT 9 BLK 3
504234340100	PAPARONI, FABIOPAPARONI, PATRICIA ETAL	714 NW 9 AVE	DANIA BEACH	FL	33004	2334	ANDERSONS SUB-SUB OF TRACT A44-46 BLOT 10 BLK 3
504234340110	TONKS, DARIN J H/ECUSANO, PATRICIA L	718 NW 9 AVE	DANIA BEACH	FL	33004	2334	ANDERSONS SUB-SUB OF TRACT A44-46 BLOT 11 BLK 3
504234340120	MCDONALD, SHERRY L	804 NW 8 ST	DANIA BEACH	FL	33004	2324	ANDERSONS SUB-SUB OF TRACT A44-46 BLOT 12 BLK 3
504234340130	DICULESCU, GABRIELA	900 NW 8 ST	DANIA BEACH	FL	33004		ANDERSONS SUB-SUB OF TRACT A44-46 BLOT 1 BLK 4
504234340140	VEGIL, VELISSA	717 NW 9 AVE	DANIA BEACH	FL	33004	2333	ANDERSONS SUB-SUB OF TRACT A44-46 BLOT 2 BLK 4
504234340150	HIDALGO, ANAIRIS & ANGEL	715 NW 9 AVE	DANIA BEACH	FL	33004	2333	ANDERSONS SUB-SUB OF TRACT A44-46 BLOT 3 BLK 4
504234340160	PAPARONI, FABIO R	818 NW 12 AVE	DANIA BEACH	FL	33004		ANDERSONS SUB-SUB OF TRACT A44-46 BLOT 4 BLK 4
504234340170	KNIGHT, JOHN & ROXANE	707 NW 9 AVE	DANIA BEACH	FL	33004	2333	ANDERSONS SUB-SUB OF TRACT A44-46 BLOT 5 BLK 4
504234340180	LOPES, F M & JOYCE H	703 NW 9 AVE	DANIA BEACH	FL	33004	2333	ANDERSONS SUB-SUB OF TRACT A44-46 BLOT 6 BLK 4
504234340190	LAWSON, GLORIA	702 NW 10 AVE	DANIA BEACH	FL	33004	2344	ANDERSONS SUB-SUB OF TRACT A44-46 BLOT 7 BLK 4
504234340200	FORDING, MARION	706 NW 10 AVE	DANIA BEACH	FL	33004	2344	ANDERSONS SUB-SUB OF TRACT A44-46 BLOT 8 BLK 4
504234340210	SALVINO, MARCOVITALE, GREGORY	10465 SW 17 MNR	DAVIE	FL	33324		ANDERSONS SUB-SUB OF TRACT A44-46 BLOT 9 BLK 4
504234340220	SO FLORIDA HOME BUYERS 1 LLC	20295 NW 2 AVE #304	MIAMI	FL	33169		ANDERSONS SUB-SUB OF TRACT A44-46 BLOT 10 BLK 4
504234340230	JUAN, MA FREDA Q & ALVIN E	718 NW 10 AVE	DANIA BEACH	FL	33004	2344	ANDERSONS SUB-SUB OF TRACT A44-46 BLOT 11 BLK 4
504234340240	CARDOVA, PETRA	907 NW 8 ST	DANIA BEACH	FL	33004	2325	ANDERSONS SUB-SUB OF TRACT A44-46 BLOT 12 BLK 4
504234370110	LUMMIS, JOCELYN M	809 NW 10 AVE	DANIA BEACH	FL	33004	2345	DANIA ESTATES 57-46 BLOT 11 BLK 1
504234370280	LATHROP, THOMAS J & IRENE N	818 NW 10 AVE	DANIA BEACH	FL	33004	2346	DANIA ESTATES 57-46 BLOT 8 BLK 2
504234370290	MCCLUSKEY, DAVID	814 NW 10 AVE	DANIA BEACH	FL	33004	2346	DANIA ESTATES 57-46 BLOT 9 BLK 2
504234370300	JIMENEZ, MICHAEL A	810 NW 10 AVE	DANIA BEACH	FL	33004	2346	DANIA ESTATES 57-46 BLOT 10 BLK 2
504234370310	VAN DYK, TERRY J	809 NW 9 AVE	DANIA BEACH	FL	33004	2335	DANIA ESTATES 57-46 BLOT 11 BLK 2
504234370320	SWAY 2014-1 BORROWER LLC	8665 E HARTFORD DR	SCOTTS DALE	AZ	85255		DANIA ESTATES 57-46 BLOT 12 BLK 2
504234370330	HERNANDEZ, IDALBERTO	817 NW 9 AVE	DANIA BEACH	FL	33004	2335	DANIA ESTATES 57-46 BLOT 13 BLK 2
504234370340	WORLEY, SHAUN	821 NW 9 AVE	DANIA BEACH	FL	33004		DANIA ESTATES 57-46 BLOT 14 BLK 2
504234370410	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	DANIA ESTATES 57-46 BALLEYS DEDICATED TO PUBLIC PERPLAT
504234380010	LAVEY, SETH L H/ELAVEY, LESLIE	709 NW 10 AVE	DANIA BEACH	FL	33004	2343	GALMAN SUB 63-20 BLOT 1
504234380020	RYAN, JOHN M KELLEY, KARLIE	713 NW 10 AVE	DANIA BEACH	FL	33004		GALMAN SUB 63-20 BLOT 2
504234380030	RIBEL, DAVID	717 NW 10 AVE	DANIA BEACH	FL	33004		GALMAN SUB 63-20 BLOT 3
504234380040	CARPENTER, ROBERT G & SHARON L	721 NW 10 AVE	DANIA BEACH	FL	33004	2343	GALMAN SUB 63-20 BLOT 4



504234380050	PISUT,ROY & LINDA	725 NW 10 AVE	DANIA BEACH	FL	33004		GALMAN SUB 63-20 BLOT 5
504234380060	MYERS,WESLEY W JRHESS,KAREN ANN	729 NW 10 AVE	DANIA BEACH	FL	33004	2343	GALMAN SUB 63-20 BLOT 6
504234380070	PISUT,ROBERT M	733 NW 10 AVE	DANIA BEACH	FL	33004	2343	GALMAN SUB 63-20 BLOT 7
504234380080	WELTER,MICHAELWELTER FAMILY REV LIV TR ETAL	737 NW 10 AVE	DANIA BEACH	FL	33004	2343	GALMAN SUB 63-20 BLOT 8
504234380090	LINARES,IVAN & DAYMI MIVAN & DAYMI M	736 NW 12 AVE	DANIA BEACH	FL	33004		GALMAN SUB 63-20 BLOT 9
504234380100	DEL CHIOCCA,ROBERT V	734 NW 12 AVE	DANIA BEACH	FL	33004	2349	GALMAN SUB 63-20 BLOT 10
504234380110	ORR,MADELEINEALVAREZ,MICHELLE PUA ENA	730 NW 12 AVE	DANIA BEACH	FL	33004		GALMAN SUB 63-20 BLOT 11
504234380120	LIETERT,THOMAS J & JULIE A	726 NW 12 AVE	DANIA BEACH	FL	33004	2349	GALMAN SUB 63-20 BLOT 12
504234380130	SMITH,JAMES R & DENISE L	722 NW 12 AVE	DANIA BEACH	FL	33004	2349	GALMAN SUB 63-20 BLOT 13
504234380140	GREENE,CHRISTOPHERHIBODEAU,LEA	718 NW 12 AVE	DANIA BEACH	FL	33004		GALMAN SUB 63-20 BLOT 14
504234380150	REED,TIFFANY	714 NW 12 AVE	DANIA BEACH	FL	33004		GALMAN SUB 63-20 BLOT 15
504234380160	MASSE,REAL & GINETTE	6000 CHEMIN DU PAYS	*ST ZENIN QC	CA	JOK 3	NO	GALMAN SUB 63-20 BLOT 16
504234380170	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	GALMAN SUB 63-20 BTHOROUGHFARES ARE DEDICATED TO THE PUBLIC PER PLAT
504234380180	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	GALMAN SUB 63-20 BTHOROUGHFARES ARE DEDICATED TO THE PUBLIC PER PLAT
504234420010	LA VALLIERE ROUSSY FAMILY REV TRLA VALLIERE,RICHARD TRSTEE ETAL	1001 OLD GRIFFIN RD	DANIA BEACH	FL	33004		GRIFFIN COMMERCIAL PLAT 102-28 BPARCEL A TOGETHER WITH FOLLOWINGDESC VAC PORTION OF GRIFFIN RD,BEG NE COR OF SAID PARCEL A,WLY ALG SLY R/W/L OF GRIFFIN RDOFR 160.11 TO NW COR,N 15.01 ELY 160.11,S 15.01 TO POB
504234420020	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	GRIFFIN COMMERCIAL PLAT 102-28 BRIGHT-OF-WAY DEDICATED TOPUBLIC PER PLAT,LESS POR
504234450010	FIVE STAR CAPITAL CORP SEABOARD WAREHOUSE	4020 N 29 AVE	HOLLYWOOD	FL	33021		VACATEDPER RESOLUTION NO. 85-753 PEROR 12448/1
504234490010	TERMINALSACCOUNTING TAX DEP 2 FLOOR SEABOARD WAREHOUSE	3455 NW 54 ST	MIAMI	FL	33142		M.M.C.O. PLAT 121-19 BPARCEL A
504234490020	TERMINAL SACCOUNTING TAX DEPT 2 FLOOR	3455 NW 54 ST	MIAMI	FL	33142		AIRPORT 10 134-4 BPARCEL "A"
504234560010	DANIA ECONOMIC DEVELOPMENT CORP	210 NW 12 AVE	DANIA BEACH	FL	33004		AIRPORT 10 134-4 BPARCEL "B"
504234570010	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	COLLINS PARC PLAT NO. 2 155-33 BPARCEL 'A'
504234570020	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	TRAIL'S END FLL AIRPORT PLAT(PLAT 5) 162-40 BPARCEL A
504234630010	ST RUTH MISSIONARY BAPTISTCHURCH INC	PO BOX 698	DANIA BEACH	FL	33004		TRAIL'S END FLL AIRPORT PLAT(PLAT 5) 162-40 BPARCEL B
504234630020	ST RUTH MISSIONARY BAPTISTCHURCH INC % CITY OF DANIA BCH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004		GREATER ST RUTH MISSIONARYBAPTIST CHURCH 183-164 BPARCEL A
							GREATER ST RUTH MISSIONARYBAPTIST CHURCH 183-164 BADDITIONAL RIGHT OF WAYDEDICATED TO THE PUBLIC BY THEPLAT

# CITY OF DANIA BEACH

## Agenda Request Item

**Type of Request:** Public Hearing

**Continued from:**

### Requested Action (Identify appropriate Action or Motion)

DENY RESOLUTION APPROVING THE REQUEST TO BE EXEMPTED FROM THE PUBLIC ART PROGRAM FOR THE AFFORDABLE HOUSING COMMUNITY KNOWN AS “SARATOGA CROSSINGS III,” SUBMITTED BY NECTARIA CHAKAS, ESQ./LOCHRIE & CHAKAS, P.A. ON BEHALF OF THE DANIA BEACH HOUSING AUTHORITY FOR PROPERTY LOCATED AT 840 AND 850 W. DANIA BEACH BOULEVARD, IN THE CITY OF DANIA BEACH, FLORIDA, THE LEGAL DESCRIPTION IS CONTAINED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION

### Purchasing Requests ONLY

Dept:

Acct #:

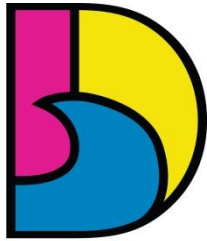
Amt:

Fund:

### Fiscal Impact/Cost Summary

### Exhibits Attached

CM OT-016-21 Saratoga Waiver of Public Art, SR OT-016-21 Waiver of Public Art - Saratoga, R-2021- Saratoga Crossings III Exemption from Public Art Program, OT-016-21 application and backup OPT, Artsblog article OTP, Scottsdale Public Art article OPT, Pinnacle Public Art OPT



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

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

**DATE:** May 11, 2021

**TO:** Honorable Mayor and Commissioners

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

**VIA:** Candido Sosa-Cruz, Assistant City Manager  
Eleanor Norena, CFM, Director  
Corinne Lajoie, AICP, Assistant Director

Candido Sosa-Cruz  
Digitally signed by Candido Sosa-Cruz  
DN: cn=Candido Sosa-Cruz, o=City of Dania  
Beach, ou=City Manager,  
email=candido.sosa@daniebeachfl.gov, c=US  
Date: 2021.04.29 15:17:01 -0400

Corinne Lajoie  
Digitally signed by Corinne Lajoie  
DN: cn=Corinne Lajoie, o=City of Dania  
Beach, ou=Community Development,  
email=clajoie@daniebeachfl.gov, c=US  
Date: 2021.04.29 11:00:59 -0400

**SUBJECT:** **OT-016-21:** The applicant, Nectaria Chakas, Esq., on behalf of the property owner Dania Beach Housing Authority, is requesting a waiver of the Public Art fee for the property located at 840 & 850 W. Dania Beach Boulevard.

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**Background**

On October 27, 2020 the City Commission approved a Site Plan and variance for the construction of a five (5) story, seventy-five (75) unit, multifamily, affordable housing project owned by the Dania Housing Authority.

Today the applicant is requesting the City Commission to waive their participation in the City's Public Art program, as allowed by the Section 811-60(B)(4) of the City's Land Development Code.

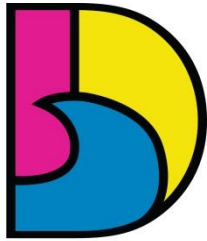
**Budgetary Impact**

The applicant indicates in their application that hard construction cost for the project is estimated to be \$11,280,862.00 which would require a Public Art Fee of approximately \$56,404.31, or alternatively, would require the installation of public art on site equal to half of the required contribution and provide payment into the City's Public Art fund equal to \$28,202.00.

Approval of the Public Art Waiver request will illuminate the need for the applicant to provide Public Art payment and/or public art installation equal to \$56,404.31.

**Recommendation**

Deny the waiver request.



DANIA BEACH  
SEA IT. LIVE IT. LOVE IT.

## CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

**DATE:** May 11, 2021

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

**VIA:** Candido Sosa-Cruz, Assistant City Manager **Candido Sosa-Cruz**  
Digitally signed by Candido Sosa-Cruz  
DN: cn=Candido Sosa-Cruz, o=City of  
Dania Beach, ou=City Manager,  
email=csosacruz@daniabeachfl.gov,  
c=US  
Date: 2021.04.29 15:16:19 -04'00'

**FROM:** Eleanor Norena, CFM, Director **Eleanor Norena**  
Corinne Lajoie, AICP, Assistance Director **Corinne Lajoie**  
Digitally signed by Eleanor Norena  
DN: cn=Eleanor Norena, o=City of Dania  
Beach, ou=Community Development,  
email=enorena@daniabeachfl.gov, c=US  
Date: 2021.04.29 14:38:46 -04'00'

**SUBJECT:** **OT-016-21:** The applicant, Nectaria Chakas, Esq., on behalf of the property owner Dania Beach Housing Authority, is requesting a waiver of the Public Art fee for the property located at 840 & 850 W. Dania Beach Boulevard.

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### Request

#### APPEAL

To request a waiver of the Public Art fee pursuant to Section 811-60(B)(4) of the City's Land Development Code.

#### PROPERTY INFORMATION

EXISTING ZONING:	Neighborhood Residential District (NBHD-RES*)
LAND USE DESIGNATION:	Regional Activity Center (RAC)
SITE LOCATION:	South of West Dania Beach Boulevard, West of SW 8th Avenue (840/850 W. Dania Beach Blvd.)
SITE ACREAGE:	Approximately 2 acres
VIOLATIONS ON PROPERTY:	None

#### PUBLIC HEARING NOTICE

This item was duly advertised, posted, and noticed pursuant to Article 610 of the Land Development Code.

#### Background

The subject property is located at 840 & 850 West Dania Beach Boulevard, on the south side of West Dania Beach Boulevard and west of SW 8th Avenue. The property is approximately two acres (2.09) in size. On October 27, 2020 the City Commission approved a Site Plan and variance for the construction of a five (5) story, seventy-five (75) unit, multifamily, affordable housing project owned by the Dania Housing Authority.

#### WAIVER

Today the applicant is requesting the City Commission to waive their participation in the City's Public Art program. City Ordinance 2019-025 established the City's Public Art program intended to enhance the

quality of life in Dania Beach through artistic opportunities that contribute to the City's aesthetic character, and to unite the community through shared cultural experiences including the collection and exhibition of high-quality art that reflects diverse styles.

The applicant indicates in their application that hard construction cost for the project is estimated to be \$11,280,862.00 which would require a Public Art Fee of approximately \$56,404.31, or alternatively, would require the installation of public art on site equal to half of the required contribution and provide payment into the City's Public Art fund equal to \$28,202.00. The City's Land Development Code (LDC), Section 811-60(B)(4) states that the City Commission may exempt affordable housing projects from the City's Public Art program. However, the City's public art ordinance also states that the goal is to improve the quality of life for residents. Waiving participation in the City's Public Art program can be viewed as contributing to inequity between different housing categories.

While the developer has not provided any analysis or justification to support the waiver request, nor stated how the savings will be used, or what other amenities they are providing in place of Public Art on this project site, there are several examples in South Florida and across the nation that suggest public art serves to inspire, engage, revitalize, and beautify neighborhoods and communities, including affordable housing developments.

The first example illustrating art installations on affordable housing project sites is the Miami-based Pinnacle Housing Group which develops affordable housing communities in south Florida, and around the county, that look more like luxury properties and aims to increase neighborhood property value through a major investment in public art. The development group has commissioned public art throughout the Wynwood, Little Havana, and Brickell neighborhoods locally. Their art work appears on 52 Pinnacle properties in Florida, Mississippi, and Texas. The art pieces are eye-catching works that include colorful murals that descend from the top of a high-rise (Vista Mar, artist Christian Bernard), a four-story tall figure of a dancing women (Los Suenos, artist Romero Britto), and dozens more. In an article published by Scottsdale Public Art on July 23, 2019 (provided as an attachment), the author states that partner Louis Wolfson, III sees the art that graces the properties not only as an investment that benefits the residents and encourages them to be proud of where they live, but one that speaks to the company's desire to improve the property values in every neighborhood where Pinnacle builds.

A second example of the use of public art in a low-income neighborhood is in the Point neighborhood of Salem, Massachusetts which has always been an immigrant community, and has experienced deep stigma and social isolation for generations. The Americans For The Arts published an article on November 21, 2018 (provided as an attachment) regarding the community planning process that began in 2014, resulting community place making through the use of public art. There are now 75 murals installed within a three block radius. The project has brought positive media coverage to the Point neighborhood, with positive mentions in local and internationally acclaimed news media. The Point has succeeded in connecting to Salem's thriving tourist economy and small business owners in the Point report a significant increase in foot traffic with a measurable impact on their businesses' bottom line.

While the LDC does allow for a waiver of participation in the City's Public Art program, the City Commission may choose to do one of the following:

- Waive the Public Art fee in its entirety.
- Partially waive the Public Art fee, asking the developer to provide public art installation on site, waiving the financial contribution to the Public Art fund.

- Deny the waiver request, requiring full (100%) participation in the City's Public Art program.
- It is for the reasons discussed above, staff recommends denial of the waiver request.

**CITY COMMISSION PREVIOUS ACTION**

On October 27, 2020 the City Commission approved the Plat (R-2020-139), Site Plan and Variance (R-2020-138) for this project. On November 10, 2020 the City Commission approved the vacation (O-2020-016) on second and final reading.

**Recommendation**

Staff recommends denial of the waiver request.

## **RESOLUTION NO. 2021-069**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST TO BE EXEMPTED FROM THE PUBLIC ART PROGRAM FOR THE AFFORDABLE HOUSING COMMUNITY KNOWN AS “SARATOGA CROSSINGS III,” SUBMITTED BY NECTARIA CHAKAS, ESQ./LOCHRIE & CHAKAS, P.A. ON BEHALF OF THE DANIA BEACH HOUSING AUTHORITY FOR PROPERTY LOCATED AT 840 AND 850 W. DANIA BEACH BOULEVARD, IN THE CITY OF DANIA BEACH, FLORIDA, THE LEGAL DESCRIPTION IS CONTAINED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Nectaria M. Chakas, Esq. with the law firm Lochrie & Chakas, P.A. on behalf of owners Dania Beach Housing Authority (“Applicant”) submitted an application for an exemption from the Public Art Program for the development known as Saratoga Crossings III, approved by the City Commission on October 27, 2020 pursuant to Resolution No. 2020-138 (“Saratoga Crossings III”); and

**WHEREAS**, the City Code of Ordinances, Chapter 28, entitled “Land Development Code” (the “LDC”), Part 8 entitled “Technical Appendix,” Article 811 entitled “Public Art Program,” requires that prior to issuance of a final building permit, the applicant/developer shall be required to comply with the “in-lieu public art fee” or “combination of in-lieu public art fee and placement of art on site” as stated in LDC Sec. 811-70; and

**WHEREAS**, pursuant to LDC Sec. 811-60(B)(4), the City Commission may exempt “affordable housing and projects receiving economic development grants or incentives” from the requirements of the Public Art Program; and

**WHEREAS**, the Applicant has provided sufficient evidence that Saratoga Crossings III is a development providing affordable housing and receiving economic grants or incentives; and

**WHEREAS**, the City Commission finds that the exemption from the Public Art Program will protect the public health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives and policies of the Comprehensive Plan to encourage affordable housing;

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

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

**Section 2.** That pursuant to Chapter 28, “Land Development Code”, Part 8 “Technical Appendix,” Article 811 “Public Art Program,” Section 811-60(B)(4) the City Commission exempts Saratoga Crossings III from the requirements of the Public Art Program on the basis that the project is providing affordable housing and is receiving economic development grants or incentives.

**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 May 11, 2021.

ATTEST:

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THOMAS SCHNEIDER, CMC  
CITY CLERK

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TAMARA JAMES  
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

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THOMAS J. ANSBRO  
CITY ATTORNEY



**Exhibit "A"**  
**Legal Description**

Description Saratoga Crossings III

THE NORTH 253.61 FEET OF BLOCK 2, HENRY PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 2; THENCE SOUTHWESTERLY ALONG THE EAST LINE OF BLOCK 2 A DISTANCE OF 261.95 FEET; THENCE WESTERLY, PARALLEL WITH AND 253.61 FEET SOUTH OF THE NORTH LINE OF BLOCK 2, A DISTANCE OF 311.85 FEET TO THE WEST LINE OF BLOCK 2; THENCE NORTHERLY ALONG SAID WEST LINE 253.62 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 2; THENCE EASTERLY 375.19 FEET TO THE POINT OF BEGINNING. TOGETHER WITH:

THAT PORTION OF SOUTHWEST 11TH TERRACE, AS SHOWN ON THE PLAT OF HENRY PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND VACATED BY CITY OF DANIA BEACH ORDINANCE NUMBER 41-86, RECORDED IN OFFICIAL RECORDS BOOK 15163, PAGE 973 OF THE PUBLIC RECORDS OF BROWARD COUNTY, LYING ADJACENT TO AND ADJOINING THE NORTH 253.61 FEET OF BLOCK 2 OF SAID HENRY PARK.

LESS THEREFROM:

A PORTION OF BLOCK 2, HENRY PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THE RIGHT OF WAY OF SOUTHWEST 11TH AVENUE AS SHOWN ON SAID HENRY PARK, AND AS VACATED BY CITY OF DANIA BEACH RESOLUTION NUMBER 41-86, RECORDED IN OFFICIAL RECORDS BOOK 15163, PAGE 973 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 2; THENCE NORTH 90° 00' 00" EAST ON THE NORTH LINE OF SAID BLOCK 2 A DISTANCE OF 117.09 FEET; THENCE SOUTH 12° 15' 06" WEST, 49.13 FEET; THENCE SOUTH 00° 30' 30" WEST, 205.61 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE NORTH 253.61 FEET OF SAID BLOCK 2; THENCE SOUTH 90° 00' 00" WEST ON SAID SOUTH LINE AND ITS WESTERLY PROJECTION, 127.09 FEET TO THE INTERSECTION WITH THE WEST BOUNDARY OF SAID PLAT OF HENRY PARK; THENCE NORTH 00° 30' 30" EAST ON THE WEST BOUNDARY, A DISTANCE OF 223.62 FEET; THENCE NORTH 90° 00' 00" EAST ON THE NORTHERLY LIMITS OF THAT PORTION OF SOUTHWEST 11TH AVENUE VACATED BY SAID CITY OF DANIA BEACH ORDINANCE NUMBER 41-86, A DISTANCE OF 20.00 FEET TO THE INTERSECTION WITH THE WEST LINE OF SAID

BLOCK 2; THENCE NORTH 00° 30' 30" EAST ON THE WEST LINE OF SAID BLOCK 2, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL B

A PORTION OF BLOCK 2, HENRY PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THE RIGHT OF WAY OF SOUTHWEST 11TH AVENUE AS SHOWN ON SAID HENRY PARK, AND AS VACATED BY CITY OF DANIA BEACH RESOLUTION NUMBER 41-86, RECORDED IN OFFICIAL RECORDS BOOK 15163, PAGE 973 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 2; THENCE NORTH 90° 00' 00" EAST ON THE NORTH LINE OF SAID BLOCK 2 A DISTANCE OF 117.09 FEET; THENCE SOUTH 12° 15' 06" WEST, 49.13 FEET; THENCE SOUTH 00° 30' 30" WEST, 205.61 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE NORTH 253.61 FEET OF SAID BLOCK 2; THENCE SOUTH 90° 00' 00" WEST ON SAID SOUTH LINE AND ITS WESTERLY PROJECTION, 127.09 FEET TO THE INTERSECTION WITH THE WEST BOUNDARY OF SAID PLAT OF HENRY PARK; THENCE NORTH 00° 30' 30" EAST ON THE WEST BOUNDARY, A DISTANCE OF 223.62 FEET; THENCE NORTH 90° 00' 00" EAST ON THE NORTHERLY LIMITS OF THAT PORTION OF SOUTHWEST 11TH AVENUE VACATED BY SAID CITY OF DANIA BEACH ORDINANCE NUMBER 41-86, A DISTANCE OF 20.00 FEET TO THE INTERSECTION WITH THE WEST LINE OF SAID BLOCK 2; THENCE NORTH 00° 30' 30" EAST ON THE WEST LINE OF SAID BLOCK 2, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION IN QUIT-CLAIM DEED RECORDED ON MARCH 7, 2017 IN OFFICIAL RECORDS INSTRUMENT #114244970, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS LYING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA.

PARCELS A AND B, LEGALLY DESCRIBED ABOVE, ARE ALSO LEGALLY DESCRIBED AS FOLLOWS, AND BOTH DESCRIPTIONS DESCRIBE THE SAME PARCELS OF LAND.

THAT PORTION OF THE NORTH 253.61 FEET OF BLOCK 2, AND OF THE VACATED RIGHT-OF-WAY ADJACENT THERETO, HENRY PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 2; THENCE SOUTH 12°35'45" WEST, ALONG THE EAST LINE OF SAID BLOCK 2, A DISTANCE OF 261.95 FEET; THENCE SOUTH 88°05'45" WEST, ALONG A LINE 253.61 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES TO) THE NORTH LINE OF SAID BLOCK 2 AND THE

WESTERLY EXTENSION THEREOF, A DISTANCE OF 330.85 FEET; THENCE NORTH 01°23'45" WEST, ALONG A LINE 1.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) THE WEST RIGHT-OF-WAY LINE OF S.W. 11TH AVENUE AS SHOWN ON SAID PLAT, A DISTANCE OF 223.62 FEET; THENCE NORTH 88°05'45" EAST, ALONG A LINE 30 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES TO) THE WESTERLY EXTENSION OF SAID NORTH LINE OF BLOCK 2, A DISTANCE OF 19.00 FEET; THENCE NORTH 01°23'45" WEST, ALONG THE WEST LINE OF SAID BLOCK 2, A DISTANCE OF 30.00 FEET; THENCE NORTH 88°05'45" EAST, ALONG THE NORTH LINE OF SAID BLOCK 2, A DISTANCE OF 375.19 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, AND CONTAIN 2.098 ACRES, MORE OR LESS.



City of Dania Beach, Florida  
Department of Community Development  
Planning and Zoning Division  
(954) 924-6805 X3643  
(954) 922-2687 Fax

## Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance

Date Rec'd: 2-5-21

Petition No.: OT-016-21

☒ Other: Waiver of Public Art Fee for Affordable Housing (SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

**THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS.** Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application.

For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 840 and 850 W. Dania Beach Blvd., Dania Beach, FL 33004

Lot(s): N/A Block: 2 Subdivision: Henry Park Plat Book 24, Page 37

Recorded Plat Name: Henry Park

Folio Number(s): 504234240090  
504234240110 Legal Description: A portion of Block 2, Henry Park PB 24/37

Applicant/Consultant/Legal Representative (circle one) Nectaria M. Chakas, Esq. / Lochrie & Chakas, P.A

Address of Applicant: 1401 E. Broward Boulevard, Suite 303, Fort Lauderdale, FL 33301

Business Telephone: 954-779-1119 Home: _____ Fax: 954-779-1117

E-mail address: NChakas@LochrieLaw.com

Name of Property Owner: Dania Beach Housing Authority

Address of Property Owner: 1101 W. Dania Beach Boulevard, #100, Dania Beach FL, 33004

Business Telephone: 954-920-9662 Home: _____ Fax: _____

**Explanation of Request:** Waiver of Public Art Fee for Affordable Housing pursuant to LDC Sec. 811-60(B)(4)

**For Plats please provide proposed Plat Name for Variances please attach Criteria Statement as per Section 625.40 of the Land Development Code.**

Prop. Net Acreage: 2.098 Gross Acreage: _____ Prop. Square Footage: 91,389 square feet

Existing Use: Multifamily residential Proposed Use: Multifamily residential

Is property owned individually, by a corporation, association, or a joint venture?

Property is owned by corporation

**AUTHORIZED REPRESENTATIVE**

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize Lochrie & Chakas, P.A. (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA  
COUNTY OF BROWARD  
The foregoing instrument  
was acknowledged

By: Anne Castro  
(Owner / Agent signature*) Dania Beach Housing Authority

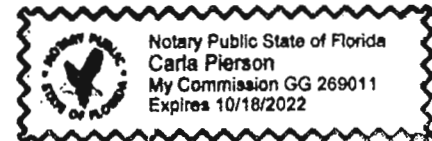
BEFORE ME THIS 15 DAY OF January 20 21

By:

Anne Castro  
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Plerson  
(Signature of Notary Public – State of Florida)



Personally known ☒ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

***NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.***

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF  
BEFORE PROCESSING OCCURS.***

February 1, 2021

**VIA FEDEX**

Richard Lorber  
City of Dania Beach  
100 W Dania Beach Blvd.  
Dania Beach, FL 33004

**Re: Waiver of Public Art Fee Application**

Dear Mr. Lorber,

Enclosed please find the following documents regarding the above referenced matter:

- Check number 111 in the amount of \$500.00;
- Executed Application; and
- Narrative.

Thank you in advance. If you should have any questions, please feel free to call me.

Very Truly Yours,



Nicole M. Kesler

/nk  
Enclosures

February 1, 2021

**Saratoga Crossings III  
Request to Exempt Affordable Housing Project  
from Public Art Fee**

**1. General information.**

On October 27, 2020, the City Commission adopted Resolution No. 2020-138 approving a 75-unit affordable housing rental community known as Saratoga Crossings III (the "Project"). Pursuant to Article 811 of the Land Development Code ("Public Art Fee"), prior to issuance of a final building permit, the applicant/developer shall be required to "pay one-half of one percent (0.5%) of the cost of the proposed development project, as an "in lieu" public art fee, with a minimum payment of five thousand dollars (\$5,000.00) and a maximum payment of two hundred fifty thousand dollars (\$250,000.00)." See LDC Sec. 811-70(A)(1).

**2. Public Art Fee requirement and request for exemption.**

The construction hard costs for Project are estimated to be \$11,280,862, which would require Public Art Fee of approximately **\$56,404.31**. The City's LDC states the fee is applicable to the following projects:

**Sec. 811-60. – Applicability.**

- (A) All development projects, as defined in section 811-20 of this article.
- (B) The City Commission *may exempt* the following from the public art program:
  - (1) The project consists of the reconstruction of structures which have been damaged by fire, flood, wind, or other natural disaster.
  - (2) Schools.
  - (3) Churches or places of worship.
  - (4) *Affordable housing and projects receiving economic development grants or incentives.*

In this case, the applicant is requesting that the City Commission exempt the Project from the Public Art Fee pursuant to the code section cited above. All of the 75 units within the Project are restricted to affordable housing. This Project is the 3rd phase of the Saratoga Crossings development (Phase 1 and 2 are complete) which has significantly improved the neighborhood and improved housing options for residents. The applicant respectfully requests the Commission approve an exemption for this very worthy Project pursuant to its authority under Sec. 811-60 (B)(4).

**Saratoga Crossing III, Ltd**  
8609 South Dixie Hwy  
Pinecrest Fl 33156

**VOID**

Wells Fargo  
1 East Broward Blvd  
Ft Lauderdale, Fl 33301  
121000248

**VOID** 111

**** FIVE HUNDRED AND 00/100 DOLLARS

TO THE  
ORDER OF

City of Dania Beach

01/26/2021

\$500.00*****

Void after 90 days

*Red S*

PLEASE REDEEM WITHIN 90 DAYS  
NO PARLOR

⑈000111⑈ ⑈121000248⑈ 4975732024⑈

DATE:01/26/2021 CK#:111 TOTAL:\$500.00***** BANK:Saratoga Crossing III(sara-111)  
PAYEE:City of Dania Beach(dan1)

Job(Prop)	Categ(Acct)	Invoice - Date	Description	Amount
sara-111(sara-111)	9045000(1600-000)	Public Art fee-01/26/21	Draw 1	500.00

500.00



PAYMENT DATE  
02/05/2021

COLLECTION STATION  
City Hall Window 2

RECEIVED FROM  
LOCHRIE & CHAKRAS

DESCRIPTION  
1401 E BROWARD BLVD SUITE 303

City of Dania Beach  
100 W. Dania Beach Blvd.  
Dania Beach, FL 33004

BATCH NO.  
2021-05000200

RECEIPT NO.  
2021-00014817

CASHIER  
Cherie Sheley

PAYMENT CODE	RECEIPT DESCRIPTION		TRANSACTION AMOUNT
PSP	Appl Review - Standard WAIVER OF PUBLIC ART REQUEST		\$500.00
Payments:	Type	Detail	Amount
	Check	111	\$500.00
Total Amount:			\$500.00

Customer Copy



**CITY OF DANIA BEACH**  
**COMMUNITY DEVELOPMENT**  
**Payment Receipt**

No: 001030

Date: 2/5/21

**RECEIVED FROM:**

Name: Lochrie & Chakras

Address: 1401 E Broward Blvd.

Address 2: Suite 303

City/St/ZIP: Fort Lauderdale FL 33301

Service or Item	Quantity	Amount
PSP - Public Hearing Items Application fee	1	\$500.00

**TOTAL DUE:** \$500.00

**Prepared by:** Richard Lorber

**Additional Information**

Wavier of Public Art request - application fee



RECEIVED

APR 21 2021

AFFIDAVIT  
CITY OF DANIA BEACH, FLORIDA  
COMMUNITY DEVELOPMENT DEPARTMENT  
MAILING LIST AND LABELS

STATE OF FLORIDA  
COUNTY OF Broward

BEFORE ME, the undersigned authority, personally appeared Christina Mathews,  
(Print Name)  
who, after being duly sworn, deposes and says:

1. I am an individual over the age of 18 years old and

(CHECK APPLICABLE SPACE)

     I am the property Owner of the property identified below,

OR

X I represent to the City of Dania Beach, Florida that I am an authorized agent and representative of the property owner(s), David Optekar and Dania Housing Authority,  
(Print Name of Property Owner)

for the property located at 840 & 850 W. Dani Beach Boulevard (the "Property"), and this  
(Address)

sworn statement pertains to the application for Exemption/Waiver of Public Art Fee

(Briefly describe application, such as "site plan approval" or a "variance" or a "special exemption")  
relating to Petition number(s) OT-016-21.

2. Pursuant to **Sec. 610-20(D)** of the Land Development Code ("LDC") of the Code of Ordinances of the City of Dania Beach, Florida, I understand that there is a mailing date deadline for notices and that as the applicant for the petition, I must provide the City with:
- One (1) set of Mailing Labels, and
  - One (1) copy of the mailing list for all property owners who or which own property located within 1,000 feet of the subject property.
3. I understand that I am legally responsible for timely providing the City with the mailing labels and mailing list a minimum of twenty-five (25) days prior to the mailing date (for projects which may have more than 200 mailings, I understand that City staff may request labels even earlier). The mailing date is                     , 20    . I am also aware that pursuant to **LDC Sec. 610-30(D)(3)**, "[T]he mail notice shall contain substantially the same information as provided in the newspaper advertisement for the same application, and shall also contain the legal description of the subject property, the approximate relation to the nearest cross street(s) and a map or demarcated aerial photograph showing its approximate size, location and relationship to adjacent properties."

4. If I do not timely provide the mailing labels and mailing list, the City will need to delay the processing of the application.

**OWNER OR REPRESENTATIVE:**

_____  
Signature

_____  
**PRINT** Name

_____  
Title

**JOINT OWNER (IF APPLICABLE)**

_____  
Signature

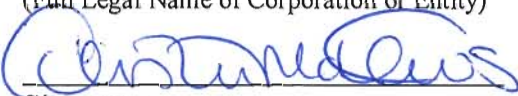
_____  
**PRINT** Name

_____  
Title

**IF CORPORATION, LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP  
OR OTHER ENTITY:**

Cutro & Associates

(Full Legal Name of Corporation or Entity)

  
Signature

Christina Mathews

**PRINT** Name

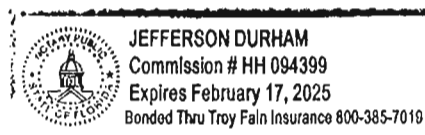
Mng

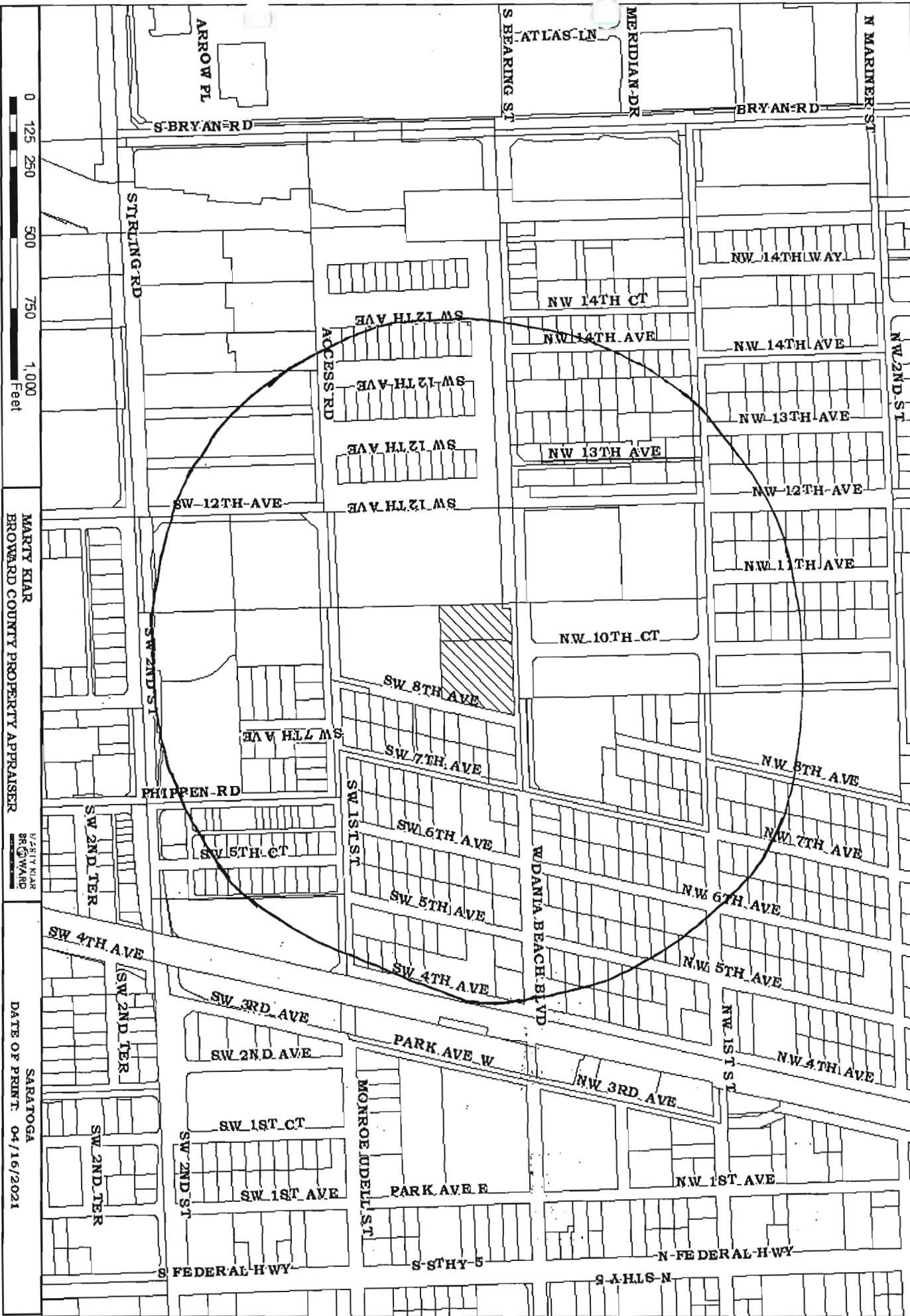
Title

On April 19, 20 21, personally appeared Christina Mathews,  
and (if applicable, if there is a co-owner) _____, as the Owner(s)  
of the property described above. Such person(s) is/are personally known to me or produced  
_____ his/her/their  
identification.

  
_____  
NOTARY PUBLIC  
State of Florida

My Commission Expires: 2-17-25





0 125 250 500 750 1,000  
Feet

MARTY KLAR  
BROWARD COUNTY PROPERTY APPRAISER

BROWARD COUNTY  
PROPERTY APPRAISER

DATE OF PRINT 04/16/2021

FOLIO NUMB	NAME	ADDRESS_LI	CITY	STATE	ZIP	ZIP4	LEGAL
504233000440	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	33-50-42E 75 OF SET 1/4 OF NET 1/4 OF SET 1/4 LESS NLY 25 & THE SLY 40 & THERELY 35 OF SAID E 75 FOR RDR/W/S
504233000450	ADELE BESNER TBRESNER, HANNA S TRSTEE	4240 GALT OCEAN DR #603	FORT LAUDERDALE	FL	33308		33-50-42N 125 OF W 75 OF E 150 OF SET 1/4 OF NET 1/4 OF SET 1/4
504233000460	ADELE BESNER TBRESNER, HANNA S	4240 GALT OCEAN DR #603	FORT LAUDERDALE	FL	33308		33-50-42S 125 OF N 250 OF W 75 OF E 1500F SET 1/4 OF NET 1/4 OF SET 1/4
504233000480	PARRISH, J	43 NW 13 AVE	DANIA BEACH	FL	33004	5114	33-50-42S 100 OF N 450 OF W 75 OF E 1500F SET 1/4 OF NET 1/4 OF SET 1/4 LESS THEREFOR WLY 15 FOR R/W
504233000490	CJ PROPERTY TRUJACKSON, CASTELLA TRSTEE	2413 RALEIGH ST	HOLLYWOOD	FL	33020		33-50-42W 75 OF E 150 OF SET 1/4 OF NET 1/4 OF SET 1/4 LESS N 450 & LESS THEREFROM W 15 & S 25 FOR R/W/S
504233000500	CHHADVA, BIJAL G	2637 E ATLANTIC BLVD #22577	POMPAHO BEACH	FL	33062	4939	33-50-42PORTION OF SET 1/4 OF NET 1/4 OF SET 1/4 DESC AS: COMM AT NE COR OF SET 1/4 OF SET 1/4 OF SEC 33-50-42, WLY 237, SLY 124 TOPOB, CONT SLY 51, ELY 12, SLY 44ELY 75, NLY 95, WLY 87 TO POB, LESS W 5 OF E 15 PER OR 10537/854
504233000501	GRACE, GLORIA G	50 NW 13 AVE	DANIA BEACH	FL	33004	5107	33-50-42S 80 OF N 320 OF W 75 OF E 2250F SET 1/4 OF NET 1/4 OF SET 1/4 LESSPT FOR R/W AS DESC IN OR 10428/371
504233000502	REVNOLDS, BARBARA S	40 NW 13 AVE	DANIA BEACH	FL	33004	5107	33-50-42S 80 OF N 400 OF W 75 OF E 2250F SET 1/4 OF NET 1/4 OF SET 1/4 LESS WLY 5 OF ELY 15 FOR RD
504233000503	HIDALGO, EMELI A FERNANDEZ, ALEXIS	30 NW 13 AVE	DANIA BEACH	FL	33004	5107	33-50-42S 80 OF N 480 OF W 75 OF E 225 OF SET 1/4 OF NET 1/4 OF SET 1/4 LESS WLY 5 OF ELY 15 PER OR 9555/436
504233000504	FAIRCHILD, SHERLY	20 NW 13 AVE	DANIA BEACH	FL	33004	5107	33-50-42S 80 OF N 560 OF W 75 OF E 2250F SET 1/4 OF NET 1/4 OF SET 1/4 LESS W 5 OF E 15 FOR RD
504233000505	DIXON, LUCERON FAIRCHILD	1301 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	5102	33-50-42W 75 OF E 225 OF SET 1/4 OF NET 1/4 OF SET 1/4 LESS N 560 LESS R/W AS DESC IN OR 9311/735
504233000506	HOLY TABERNACLE UNITED CHURCH OF GOD	1151 NW 27 AVE	FORT LAUDERDALE	FL	33311	5712	33-50-42N 124 OF W 87 OF E 237 OF SET 1/4 OF NET 1/4 OF SET 1/4 LESS R/W AS DESC IN OR 10428/372
504233000507	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33441	3506	33-50-42W 5 FT OF E 15 OF FOL DESC PROP S 80 OF N 480 OF W 75 OF E 2250F SE 1/4 OF NE 1/4 OF SE 1/4 OF SEC 33
504233000508	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	33-50-42W 5 FT OF E 15 OF FOL DESC PROP S 80 OF N 320 OF W 75 OF E 2250F SE 1/4 OF NE 1/4 OF SE 1/4 OF SEC 33
504233000510	KENON, SHIRLEY A	1300 NW 1 ST	DANIA BEACH	FL	33004	5104	33-50-42S 150 OF N 175 OF W 88 OF E 3250F SET 1/4 OF NET 1/4 OF SET 1/4
504233000512	WOODY, SANDRA B	11908 MARY CATHERINE DR # 310T	CLINTON	MD	20735	1018	33-50-42N 60 OF S 145 OF ELY 2 OF W 2250F E 450 OF SET 1/4 OF SET 1/4 OF SET 1/4AKA LOT 15 UNRECORDED
504233000513	DIXON, LUCERON FAIRCHILD	PO BOX 1513	DANIA BEACH	FL	33004	1513	33-50-42N 60 OF S 85 OF ELY 2 OF W 225 OF E 450 OF SET 1/4 OF NET 1/4 OF SET 1/4AKA LOT 16 UNRECORDED
504233000520	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004		33-50-42N 25 OF W 225 OF E 450 OF SET 1/4 OF SET 1/4 OF SET 1/4 LESS E 12 THEREOF, TOG WITH S 25 OF W 2250F E 450 OF SET 1/4 OF SET 1/4
504233000521	MITCHELL, CLARENCE JR & YASMA	1351 DANIA BEACH BLVD W	DANIA BEACH	FL	33004		33-50-42N 120 OF S 145 OF W 1/2 OF W 2250F E 450 OF SET 1/4 OF NET 1/4 OF SET 1/4 TOGETHER WITH N 60 OF S205 OF W 1/2 OF W 225 OF E 450 OF SET 1/4 OF NET 1/4 OF SET 1/4AKA LOT 3 UNRECORDED
504233000522	CHHADVA, BIJAL G	2637 E ATLANTIC BLVD #22577	POMPAHO BEACH	FL	33062	4939	33-50-42PORTION OF SET 1/4 OF NET 1/4 OF SET 1/4 DESC AS: COMM AT NE COR OF SET 1/4 OF SET 1/4 OF SEC 33-50-42, WLY 225, SLY 175 TOPOB, WLY 100, SLY 110.14, ELY 100, NLY 45.20, ELY 75, NLY 21, WLY 75, NLY 44 TO POB, LESS W 50F E 15 PER OR 10537/854
504233000523	WOODY, SANDRA B	11908 MARY CATHERINE DR # 310T	CLINTON	MD	20735	1018	33-50-42PT OF SET 1/4 OF NET 1/4 OF SET 1/4DESC AS N 60 OF S 325 OF ELY 20F W 225 OF E 450
504233000524	WOODY, SANDRA B	11908 MARY CATHERINE DR # 310T	CLINTON	MD	20735	1018	33-50-42N 60 OF S 385 OF W 1/2 OF W 2250F E 450 OF SET 1/4 OF SET 1/4 OF SET 1/4AKA LOT 6 UNRECORDED
504233000525	ADELE BESNER TBRESNER, HANNA S TRSTEE	4240 GALT OCEAN DR #603	FORT LAUDERDALE	FL	33308		33-50-42N 60 OF S 265 OF W 1/2 OF W 2250F E 450 OF SET 1/4 OF SET 1/4 OF SET 1/4AKA LOT 6 UNRECORDED
504233000527	JACK BESNER IRREV TBRESNER, HILDA TRSTEE	4240 GALT OCEAN DR #603	FORT LAUDERDALE	FL	33308		33-50-42N 60 OF S 265 OF W 1/2 OF W 2250F E 450 OF SET 1/4 OF SET 1/4 OF SET 1/4AKA LOT 6 UNRECORDED
504233000528	WOODY, SANDRA B	11908 MARY CATHERINE DR # 310T	CLINTON	MD	20735	1018	33-50-42PT SET 1/4 OF NET 1/4 OF SET 1/4DESC AS N 60 OF S 205 OF ELY 20F W 225 OF E 450
504233000529	GRACE, GLORIA GASKINS	50 NW 13 AVE	DANIA BEACH	FL	33004		33-50-42PT OF SET 1/4 OF NET 1/4 OF SET 1/4DESC AS N 60 OF S 385 OF ELY 2 OF W 225 OF E 450 AKA LOT 11 UNREC
504233000541	ADELE BESNER TBRESNER, HANNA S TRSTEE	4240 GALT OCEAN DR #603	FORT LAUDERDALE	FL	33308		33-50-42N 60 OF S 325 OF W 1/2 OF W 2250F E 450 OF SET 1/4 OF SET 1/4 OF SET 1/4AKA LOT 5 UNRECORDED





504233100340	VILLA MACHINI INC	3373 HOLLWOOD OAKS DR	FORT LAUDERDALE	FL	33312		WEST MOORLAND 19-8 BLOT 12 BLK 3
504233100350	SOUTHEASTERN CONFERENCE ASSN OF SEVENTH DAY ADVENTISTS INC	1701 ROBIE AVE	MOUNT DORA	FL	32757	6339	WEST MOORLAND 19-8 BLOT 13 BLK 3
504233100360	CURRY, DIANA	113 NW 11 AVE	DANIA BEACH	FL	33004	2608	WEST MOORLAND 19-8 BLOT 14 BLK 3
504233100370	REYNOLDS, LUCILLE R SIMS, RODNEY L	2825 SW 5 CT	FORT LAUDERDALE	FL	33312		WEST MOORLAND 19-8 BLOT 15 BLK 3
504233100470	JONES MANAGEMENT GROUP INC	9 NW 4 AVE STE B	DANIA BEACH	FL	33004	3268	WEST MOORLAND 19-8 BLOT 7 BLK 4
504233100480	EMMANUEL TEMPLE CHURCH OF GOD IN CHRIST INC	PO BOX 368	DANIA BEACH	FL	33004	0368	WEST MOORLAND 19-8 BLOTS 8 TO 10 BLK 4
504233100490	GR 1221 LLC	1454 TYLER ST	HOLLWOOD	FL	33020		WEST MOORLAND 19-8 BLOT 11 BLK 4
504233100500	BANEGA, NANCY	PO BOX 970314	MIAMI	FL	33197		WEST MOORLAND 19-8 BLOT 12 BLK 4
504233100501	CANNON, VALENTIA	120 NW 13 AVE	DANIA BEACH	FL	33004		WEST MOORLAND 19-8 BLOT 13 BLK 4
504233100650	BRITISH REAL ESTATE INVESTMENTS INC	1287 E NEWPORT CENTER DR #201	DEERFIELD BEACH	FL	33442	7706	WEST MOORLAND 19-8 BLOT 10 BLK 5
504233100710	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	DEDICATED PER PLAT 86-6 B
504233290010	STIRLING INDUSTRIAL PARK% ALAN LEVY	4901 NW 17 WAY SUITE 103	FORT LAUDERDALE	FL	33309		STIRLING COMMERCIAL MART 86-6 BBLK 1
504233290020	STIRLING INDUSTRIAL PARK% ALAN LEVY	4901 NW 17 WAY SUITE 103	FORT LAUDERDALE	FL	33309		STIRLING COMMERCIAL MART 86-6 BBLK 2
504233290030	STIRLING INDUSTRIAL PARK% ALAN LEVY	4901 NW 17 WAY SUITE 103	FORT LAUDERDALE	FL	33309		STIRLING COMMERCIAL MART 86-6 BBLK 3
504233290040	STIRLING INDUSTRIAL PARK JV% ALAN LEVY	4901 NW 17 WAY SUITE 103	FORT LAUDERDALE	FL	33309		STIRLING COMMERCIAL MART 86-6 BTHOROUGHFARES, ALLEYS
504233290050	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	DEDICATED PER PLAT 86-6 B
504233310020	STIRLING INDUSTRIAL PARK% ALAN LEVY	4901 NW 17 WAY SUITE 103	FORT LAUDERDALE	FL	33309		STIRLING COMMERCIAL MART FIRST ADDITION 98-50 BLOT 2
33AA0010	AMERICAN FIRST FEDERAL INC	PO BOX 920	LAKE OSWEGO	OR	97034		DANIA DISTRIBUTION CENTRE CONDOUNIT 101 BLDG 1 PER CDO
504233AA0020	AMERICAN FIRST FEDERAL INC	PO BOX 920	LAKE OSWEGO	OR	97034		DANIA DISTRIBUTION CENTRE CONDOUNIT 102 BLDG 1 PER CDO
504233AA0030	WESTMINSTER MCINTYRE FAM IREY TR MCINTYRE, WILLIAM TR STEE	3033 NE 32 AVE	FORT LAUDERDALE	FL	33308		DANIA DISTRIBUTION CENTRE CONDOUNIT 103 BLDG 1 PER CDO
504233AA0040	STIRLING PRODUCTIONS LLC	73 SW 12 AVE STE 105	DANIA BEACH	FL	33004		DANIA DISTRIBUTION CENTRE CONDOUNIT 104 BLDG 1 PER CDO
504233AA0050	STIRLING PRODUCTIONS LLC	73 SW 12 AVE STE 105	DANIA BEACH	FL	33004		DANIA DISTRIBUTION CENTRE CONDOUNIT 105 BLDG 1 PER CDO
504233AA0060	STIRLING PRODUCTIONS LLC	73 SW 12 AVE STE 105	DANIA BEACH	FL	33004		DANIA DISTRIBUTION CENTRE CONDOUNIT 106 BLDG 1 PER CDO
504233AA0070	STIRLING PRODUCTIONS LLC	73 SW 12 AVE STE 105	DANIA BEACH	FL	33004		DANIA DISTRIBUTION CENTRE CONDOUNIT 107 BLDG 1 PER CDO
504233AA0080	DESIGN & MEDIA GROUP LLC	59 SW 12 AVE #110	DANIA BEACH	FL	33004		DANIA DISTRIBUTION CENTRE CONDOUNIT 108 BLDG 1 PER CDO
504233AA0090	H&S HOLLYWOOD PROPERTIES LLC	3612 NW 82 DR	COOPER CITY	FL	33024		DANIA DISTRIBUTION CENTRE CONDOUNIT 109 BLDG 1 PER CDO
504233AA0100	LAZAR, AUDREY M	73 SW 12 AVE #109-A	DANIA BEACH	FL	33004	3523	DANIA DISTRIBUTION CENTRE CONDOUNIT 110 BLDG 1 PER CDO
504233AA0110	ONE OF A KIND DESIGN LLC	73 SW 12 AVE STE 110	DANIA BEACH	FL	33004	3523	DANIA DISTRIBUTION CENTRE CONDOUNIT 111 BLDG 1 PER CDO
504233AA0120	WD INVESTMENT HOLDINGS LLC	1250 S PINE ISLAND RD #200	PLANTATION	FL	33324		DANIA DISTRIBUTION CENTRE CONDOUNIT 112 BLDG 1 PER CDO
33AA0120	FAD REALTY LLC% RUSSELL FRANCES	73 SW 12 AVE UNIT 112	DANIA BEACH	FL	33004		DANIA DISTRIBUTION CENTRE CONDOUNIT 113 BLDG 1 PER CDO
504233AA0130	DANIA WAREHOUSE 101 LLC	59 SW 12 AVE #101-2	DANIA BEACH	FL	33004	3542	DANIA DISTRIBUTION CENTRE CONDOUNIT 101 BLDG 2 PER CDO
504233AA0140	DANIA WAREHOUSE 102 LLC	59 SW 12 AVE #102-2	DANIA BEACH	FL	33004	3542	DANIA DISTRIBUTION CENTRE CONDOUNIT 102 BLDG 2 PER CDO
504233AA0150	FF ONE LLC	1411 NW 10 ST	DANIA BEACH	FL	33004		DANIA DISTRIBUTION CENTRE CONDOUNIT 103 BLDG 2 PER CDO
504233AA0160	K & M ENTERPRISES LLC	2941 SW 82 WAY	DAVIE	FL	33328		DANIA DISTRIBUTION CENTRE CONDOUNIT 104 BLDG 2 PER CDO
504233AA0170	K & M ENTERPRISES LLC	2941 SW 82 WAY	DAVIE	FL	33328		DANIA DISTRIBUTION CENTRE CONDOUNIT 105 BLDG 2 PER CDO
504233AA0180	SOUTH FLORIDA STUDIO LLC	59 SW 12 AVE #110	DANIA BEACH	FL	33004		DANIA DISTRIBUTION CENTRE CONDOUNIT 106 BLDG 2 PER CDO
504233AA0190	B & A PROPERTIES LLC	59 SW 12 AVE #110	DANIA BEACH	FL	33004		DANIA DISTRIBUTION CENTRE CONDOUNIT 107 BLDG 2 PER CDO
504233AA0200	B & A PROPERTIES LLC	59 SW 12 AVE #110	DANIA BEACH	FL	33004		DANIA DISTRIBUTION CENTRE CONDOUNIT 108 BLDG 2 PER CDO
504233AA0210	B & A PROPERTIES	59 SW 12 AVE #110	DANIA BEACH	FL	33004		DANIA DISTRIBUTION CENTRE CONDOUNIT 109 BLDG 2 PER CDO



504233AA0220	B & A PROPERTIES	59 SW 12 AVE #110	DANIA BEACH	FL	33004	DANIA DISTRIBUTION CENTRE CONDOUNIT 110 BLDG 2PER CDO
504233AA0230	SOUTH FLORIDA STUDIO LLC	59 SW 12 AVE #110	DANIA BEACH	FL	33004	BK/Pg: 39824/1080 DANIA DISTRIBUTION CTR CONDOUNIT 111 BLDG 2PER CDO BK/Pg: 39824/1080
504233AA0240	SANCHEZ MORENO REAL ESTATE LLC	59 SW 12 AVE #112	DANIA BEACH	FL	33004	DANIA DISTRIBUTION CENTRE CONDOUNIT 112 BLDG 2PER CDO
504233AA0250	DANIA BEACH MANAGEMENT GROUP LLC	35 SW 12 AVE #105	DANIA BEACH	FL	33004	BK/Pg: 39824/1080 DANIA DISTRIBUTION CENTRE CONDOUNIT 101 BLDG 3PER CDO
504233AA0260	DANIA BEACH MANAGEMENT GROUP LLC	35 SW 12 AVE #105	DANIA BEACH	FL	33004	BK/Pg: 39824/1080 DANIA DISTRIBUTION CENTRE CONDOUNIT 102 BLDG 3PER CDO
504233AA0270	DANIA BEACH MANAGEMENT GROUP LLC	35 SW 12 AVE #105	DANIA BEACH	FL	33004	BK/Pg: 39824/1080 DANIA DISTRIBUTION CENTRE CONDOUNIT 103 BLDG 3PER CDO
504233AA0280	DANIA BEACH MANAGEMENT GROUP LLC	35 SW 12 AVE #105	DANIA BEACH	FL	33004	BK/Pg: 39824/1080 DANIA DISTRIBUTION CENTRE CONDOUNIT 104 BLDG 3PER CDO
504233AA0290	DANIA BEACH MANAGEMENT GROUP LLC	35 SW 12 AVE #105	DANIA BEACH	FL	33004	BK/Pg: 39824/1080 DANIA DISTRIBUTION CENTRE CONDOUNIT 105 BLDG 3PER CDO
504233AA0300	DANIA BEACH MANAGEMENT GROUP LLC	35 SW 12 AVE #105	DANIA BEACH	FL	33004	BK/Pg: 39824/1080 DANIA DISTRIBUTION CENTRE CONDOUNIT 106 BLDG 3PER CDO
504233AA0310	SPIN REALTY LLC	1030 N SOUTHLAKE DR	HOLLYWOOD	FL	33019	BK/Pg: 39824/1080 DANIA DISTRIBUTION CENTRE CONDOUNIT 107 BLDG 3PER CDO
504233AA0320	SOUTH FLORIDA STUDIO LLC	59 SW 12 AVE #110	DANIA BEACH	FL	33004	BK/Pg: 39824/1080 DANIA DISTRIBUTION CENTRE CONDOUNIT 108 BLDG 3PER CDO
504233AA0330	MOLLY FULFILLMENT &PACKAGING LLC	1909 TYLER ST #700	HOLLYWOOD	FL	33020	BK/Pg: 39824/1080 DANIA DISTRIBUTION CENTRE CONDOUNIT 109 BLDG 3PER CDO
504233AA0340	MOLLY FULFILLMENT &PACKAGING LLC	1909 TYLER ST #700	HOLLYWOOD	FL	33020	BK/Pg: 39824/1080 DANIA DISTRIBUTION CENTRE CONDOUNIT 110 BLDG 3PER CDO
504233AA0350	SCHOELLER CHRISTOPHER	35 SW 12 AVE #111	DANIA BEACH	FL	33004	BK/Pg: 39824/1080 DANIA DISTRIBUTION CENTRE CONDOUNIT 111 BLDG 3PER CDO
504233AA0360	MTE-THOMSON INC	35 SW 12 AVE #112	DANIA BEACH	FL	33004	BK/Pg: 39824/1080 DANIA DISTRIBUTION CENTRE CONDOUNIT 112 BLDG 3PER CDO
504233AA0370	11 SW 12TH LLC	1800 PITTSBURGH DRIVE	DELAWARE	OH	43015	BK/Pg: 39824/1080 DANIA DISTRIBUTION CENTRE CONDOUNIT 101 BLDG 4PER CDO
504233AA0380	11 SW 12TH LLC	1800 PITTSBURGH DRIVE	DELAWARE	OH	43015	BK/Pg: 39824/1080 DANIA DISTRIBUTION CENTRE CONDOUNIT 102 BLDG 4PER CDO
504233AA0390	11 SW 12TH LLC	1800 PITTSBURGH DRIVE	DELAWARE	OH	43015	BK/Pg: 39824/1080 DANIA DISTRIBUTION CENTRE CONDOUNIT 103 BLDG 4PER CDO
504233AA0400	BLUEVAVE REEL ESTATE LLC	8522 SAWPINE ROAD	DELRAY BEACH	FL	33446	BK/Pg: 39824/1080 DANIA DISTRIBUTION CENTRE CONDOUNIT 104 BLDG 4PER CDO
504233AA0410	DAVID K SCALISE &MARCELLA L SCALISE REV TR ETAL	8522 SAWPINE RD	DELRAY BEACH	FL	33446	BK/Pg: 39824/1080 DANIA DISTRIBUTION CENTRE CONDOUNIT 105 BLDG 4PER CDO
504233AA0420	COMO HOLDINGS CORP	11 SW 12 AVENUE #106 BLD 4	DANIA BEACH	FL	33004	BK/Pg: 39824/1080 DANIA DISTRIBUTION CENTRE CONDOUNIT 106 BLDG 4PER CDO
504233AA0430	YW 26 FLEX LLC	1550 LATHAM RD STE 8	WEST PALM BEACH	FL	33409	BK/Pg: 39824/1080 DANIA DISTRIBUTION CENTRE CONDOUNIT 107 BLDG 4PER CDO
504233AA0440	YW 26 FLEX LLC	1550 LATHAM RD STE 8	WEST PALM BEACH	FL	33409	BK/Pg: 39824/1080 DANIA DISTRIBUTION CENTRE CONDOUNIT 108 BLDG 4PER CDO
504233AA0450	YW 26 FLEX LLC	1550 LATHAM ROAD STE 8	WEST PALM BEACH	FL	33409	BK/Pg: 39824/1080 DANIA DISTRIBUTION CENTRE CONDOUNIT 109 BLDG 4PER CDO
504233AA0460	F E V INVESTMENTS INC%TIGER VAC INC	11 SW 12 AVE STE 112	DANIA BEACH	FL	33004	BK/Pg: 39824/1080 DANIA DISTRIBUTION CENTRE CONDOUNIT 110 BLDG 4PER CDO
504233AA0470	F E V INVESTMENTS INC%TIGER VAC INC	11 SW 12 AVE STE 112	DANIA BEACH	FL	33004	BK/Pg: 39824/1080 DANIA DISTRIBUTION CENTRE CONDOUNIT 111 BLDG 4PER CDO
504233AA0480	F E V INVESTMENTS INC%TIGER VAC INC	11 SW 12 AVE STE 112	DANIA BEACH	FL	33004	BK/Pg: 39824/1080 DANIA DISTRIBUTION CENTRE CONDOUNIT 112 BLDG 4PER CDO
504233AA0490	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	BK/Pg: 39824/1080 DANIA DISTRIBUTION CENTRE CONDOUNIT 113 BLDG 4PER CDO
504233AA0500	WRIGHT CHRISTINA M	8 SW 7 AVENUE	DANIA BEACH	FL	33004	BK/Pg: 39824/1080 DANIA DISTRIBUTION CENTRE CONDOUNIT 114 BLDG 4PER CDO
504233AA0510	O'REILLY,GIAN DAVINJAMES,TAMARA DANIELA LINNICHIA	14 SW 7 AVE	DANIA BEACH	FL	33004	BK/Pg: 39824/1080 DANIA DISTRIBUTION CENTRE CONDOUNIT 115 BLDG 4PER CDO

504234000360	BONETA, TORIBRYSON, NICHOLAS	18 SW 7 AVE	DANIA BEACH	FL	33004	3643	34-50-42BEG ON W/L OF SW 7 AVE 206.6 SW OF S/L OF DANIA BCH BLVD, SW ALG W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 9 GEORGE M PHIPPS SUB
504234000361	SPENCER, SULE N	26 SW 7 AVE	DANIA BEACH	FL	33004	3215	34-50-42BEG ON W/L OF SW 7 AVE 258.25 SW OF S/L OF DANIA BCH BLVD SWALG W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 12 GEORGE M PHIPPS SUB
504234000370	BLACKMON, BRENDA DELORES	20 SW 7 AVE	DANIA BEACH	FL	33004		34-50-42BEG ON W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 12 GEORGE M PHIPPS SUB
504234000380	BAKER, CHERYL L	30 SW 7 AVE	DANIA BEACH	FL	33004	3215	34-50-42BEG ON W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 16 GEORGE M PHIPPS SUB
504234000390	VARGA, ANYA	34 SW 7 AVE	DANIA BEACH	FL	33004		34-50-42BEG ON W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 17 GEORGE M PHIPPS SUB
504234000400	BH-NV INVESTMENTS LLC	5430 SW 25 AVE	FORT LAUDERDALE	FL	33312		34-50-42BEG ON W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 20 GEORGE M PHIPPS SUB
34000410	BOHADANAH, ELI	3950 SW 6 ST	FORT LAUDERDALE	FL	33312	2632	34-50-42BEG ON W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 21 GEORGE M PHIPPS SUB
504234000420	GUEVARA, JESSIE	46 SW 7 AVE	DANIA BEACH	FL	33004		34-50-42BEG ON W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 22 GEORGE M PHIPPS SUB
504234000430	CARTRIGHT, ERSKIN	45 SW 8 AVE	DANIA BEACH	FL	33004	3258	34-50-42BEG ON W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 23 GEORGE M PHIPPS SUB
504234000440	DUBLIN, EVELYN GERSHONI, LAUREN	2401 S OCEAN DR #1905	HOLLYWOOD	FL	33019		34-50-42BEG ON W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 24 GEORGE M PHIPPS SUB
504234000660	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	34-50-42BEG ON W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 25 GEORGE M PHIPPS SUB
504234000670	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	34-50-42BEG ON W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 26 GEORGE M PHIPPS SUB
504234000730	DDCTD PUBLIC% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	34-50-42BEG ON W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 27 GEORGE M PHIPPS SUB
504234010880	HOLLYWOOD-94 LLC	109 NW 6 AVE	FORT LAUDERDALE	FL	33312	5538	34-50-42BEG ON W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 28 GEORGE M PHIPPS SUB
504234010910	PHILLIP ST LUCE REV TRST LUCE, PHILLIP TRUSTEE	5846 S FLAMINGO RD #188	COOPER CITY	FL	33330		34-50-42BEG ON W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 29 GEORGE M PHIPPS SUB
504234010920	CHURCH OF GOD TABERNACLE INC	PO BOX 530887	MIAMI	FL	33153		34-50-42BEG ON W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 30 GEORGE M PHIPPS SUB
504234012130	DANIA BEACH BOULEVARD INVESTORS LLC	22 SW 5 AVE	DANIA BEACH	FL	33004	3235	34-50-42BEG ON W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 31 GEORGE M PHIPPS SUB
504234012140	DANIA BEACH BOULEVARD INVESTORS LLC	22 SW 5 AVE	DANIA BEACH	FL	33004	3235	34-50-42BEG ON W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 32 GEORGE M PHIPPS SUB
504234012170	DANIA BEACH BOULEVARD INVESTORS LLC	22 SW 5 AVE	DANIA BEACH	FL	33004	3235	34-50-42BEG ON W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 33 GEORGE M PHIPPS SUB
504234012180	CURRY, DEBRA CURRY, RICHARD & CURRY, CAMEAL	5900 NW 44 ST APT 114 BLDG 5	LAUDERHILL	FL	33319	6153	34-50-42BEG ON W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 34 GEORGE M PHIPPS SUB
504234012200	JONES, MILTON L JR & BARBARA H	PO BOX 357	DANIA BEACH	FL	33004	0557	34-50-42BEG ON W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 35 GEORGE M PHIPPS SUB
504234012210	DANIA BEACH BOULEVARD INVESTORS LLC	22 SW 5 AVE	DANIA BEACH	FL	33004	3235	34-50-42BEG ON W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 36 GEORGE M PHIPPS SUB
504234012220	DANIA BEACH BOULEVARD INVESTORS LLC	22 SW 5 AVE	DANIA BEACH	FL	33004	3235	34-50-42BEG ON W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 37 GEORGE M PHIPPS SUB
504234012230	DANIA BEACH BOULEVARD INVESTORS LLC	22 SW 5 AVE	DANIA BEACH	FL	33004	3235	34-50-42BEG ON W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 38 GEORGE M PHIPPS SUB
504234012240	DANIA BEACH BOULEVARD INVESTORS LLC	22 SW 5 AVE	DANIA BEACH	FL	33004	3235	34-50-42BEG ON W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 39 GEORGE M PHIPPS SUB
504234012250	DANIA BEACH BOULEVARD INVESTORS LLC	22 SW 5 AVE	DANIA BEACH	FL	33004	3235	34-50-42BEG ON W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 40 GEORGE M PHIPPS SUB
504234012270	WALLACE, ALDEAN J & VENNETTA C	41 NW 5 AVE	DANIA BEACH	FL	33004		34-50-42BEG ON W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 41 GEORGE M PHIPPS SUB
504234012280	CARTER, RUTHER MAE	122 NW 7 AVE	DANIA BEACH	FL	33004		34-50-42BEG ON W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 42 GEORGE M PHIPPS SUB
504234012310	CARTER, RUTHER MAE	122 NW 7 AVE	DANIA BEACH	FL	33004		34-50-42BEG ON W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 43 GEORGE M PHIPPS SUB
504234012314	JONES, THERESE	37 NW 5 AVE	DANIA BEACH	FL	33004		34-50-42BEG ON W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 44 GEORGE M PHIPPS SUB
504234012320	DULCETTA PROPERTIES INC	4848 SW 25 AVE	FORT LAUDERDALE	FL	33312		34-50-42BEG ON W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 45 GEORGE M PHIPPS SUB
504234012321	BAKER, DOROTHY EST	30 SW 7 AVE	DANIA BEACH	FL	33004	3215	34-50-42BEG ON W/L OF ST 51.65, W 100, N 51.65 PAR TO W/L OF ST 1. E 100 TO POB A/K/A LOT 46 GEORGE M PHIPPS SUB

504234012330	6TH AVE DANIA BEACH LLC	955 VAN BUREN ST	HOLLWOOD	FL	33019	TOWN OF MODELO (DANIA) B-49 DLOT 11 BLK 16
504234012340	CAMPBELL,DEBBIE SMITH, RAYMOND FITZGERALD	27 NW 5 AVE	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 12 BLK 16
504234012341	BRIGHTLITE HOMES 1 LLC	7741 N MILITARY TRL #1	PALM BEACH GARDENS	FL	33410	TOWN OF MODELO (DANIA) B-49 DLOT 13 BLK 16
504234012350	WISE, ROSE	20 NW 6 AVE	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 14,15 BLK 16
504234012360	FRANKLIN, GLORIA	1141 CROOKED CREEK RD	LITHONIA	GA	30058	TOWN OF MODELO (DANIA) B-49 DLOT 16 BLK 16
504234012370	MORLEY, HELEN	15 NW 5 AVE	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 17 BLK 16
504234012380	ADDERLY, JACOB N & ARLEEN	110 NW 11 AVE	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 18 BLK 16
504234012390	501 W LLC	67 N FEDERAL HWY	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 19 BLK 16
504234012400	501 W LLC	67 N FEDERAL HWY	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 20 BLK 16
504234012410	501 W LLC	67 N FEDERAL HWY	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 21,24 BLK 16
504234012420	501 W LLC	67 N FEDERAL HWY	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 23 BLK 16
504234012421	501 W LLC	67 N FEDERAL HWY	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 22 BLK 16
504234012430	NANAN, CLYDE	4848 SW 25 AVE	FORT LAUDERDALE	FL	33312	TOWN OF MODELO (DANIA) B-49 DLOT 14 BLK 17
504234012431	BIBLEWAY MINISTRY MISSIONARY BAPTIST CHURCH	PO BOX 358	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 2,3 N1/2 BLK 17
504234012440	LOAN TEAM INC	13499 BISCAYNE BLVD STE T2	NORTH MIAMI	FL	33181	TOWN OF MODELO (DANIA) B-49 DLOT 3,51,2,6 BLK 17
504234012450	VMA 1 CORP	916 125 ST	COLLEGE POINT	NY	11356	TOWN OF MODELO (DANIA) B-49 DLOT 5 BLK 17
504234012460	JONES, TRIONES, ALBERT & CAROLYN W TRS TEES	722 SW 3 ST	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 7 BLK 17
504234012470	MARSH, NATHAN & MARSH, FREDRICKA	2111 SW 35 AVE	FORT LAUDERDALE	FL	33312	TOWN OF MODELO (DANIA) B-49 DLOT 8 BLK 17
504234012477	MICHAELS, HUBERT S H/MICHAELS, DIONNE	31 NW 6 AVE	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 9 BLK 17
504234012478	JONES, MILTON JR & BARBARA H	1999 SUNRISE KEY BLVD	FORT LAUDERDALE	FL	33304	TOWN OF MODELO (DANIA) B-49 DLOT 10 BLK 17
504234012479	NOYE-BOLDIN, BARBARA	27 NW 6 AVE	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 12 BLK 17
34012480	JONES, MILTON JR & BARBARA H	1999 SUNRISE KEY BLVD	FORT LAUDERDALE	FL	33304	TOWN OF MODELO (DANIA) B-49 DLOT 11 BLK 17
34012481	ASHKENAZI, MOSHE	4946 SARAZEN DR	HOLLWOOD	FL	33021	TOWN OF MODELO (DANIA) B-49 DLOT 13 BLK 17
504234012482	JONES, M JR & BARBARA	PO BOX 357	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOTS 14,15 BLK 17
504234012490	JONES, TRIONES, ALBERT & CAROLYN TRS TEES	722 SW 3 ST	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 16 BLK 17
504234012491	MILLENNIUM PROPERTIES FTL INC	2646 NW 4 ST	FORT LAUDERDALE	FL	33311	TOWN OF MODELO (DANIA) B-49 DLOT 17 BLK 17
504234012500	BANDOO, GIDEON SAMUEL	3601 NW 37 AVE	FORT LAUDERDALE	FL	33309	TOWN OF MODELO (DANIA) B-49 DLOT 19 BLK 17
504234012510	3DBOTS LLC%JEISON BARON (A000693)	14 NW 7 AVE	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 18 BLK 17
504234012511	VARGA, ANYA MARIE & CHRIS	9 NW 6 AVE	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 20 BLK 17
504234012520	CITY OF DANIA BEACH COMMUNITY REDEVELOPMENT	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 21,24 BLK 17
504234012530	SETI, EYAL	19380 COLLINS AVE APT 709	SUNNY ISLES BEACH	FL	33160	TOWN OF MODELO (DANIA) B-49 DLOT 22 W1/2,23 W1/2 BLK 17
504234012540	BUTTS, MAUDE L	1810 NW 33 TER	FORT LAUDERDALE	FL	33311	TOWN OF MODELO (DANIA) B-49 DLOT 22 ET/2,23 ET/2 BLK 17
504234012560	JUSTSAM FLA LLC	2901 CLINT MOORE RD #419	BOCA RATON	FL	33436	TOWN OF MODELO (DANIA) B-49 DLOT 1 BLK 18
504234012570	JUSTAM FLA LLC	2901 CLINT MOORE RD #419	BOCA RATON	FL	33436	TOWN OF MODELO (DANIA) B-49 DLOT 2 BLK 18
504234012580	FLORIDIAN COASTAL PROP LLC	25 N ALBANY AVE	ATLANTIC CITY	NJ	08401	TOWN OF MODELO (DANIA) B-49 DLOT 3 BLK 18
504234012590	FIRST BETHEL BAPTIST CHURCH OF DANIA INC	PO BOX 125	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 4 THRU 8 BLK 18
504234012620	HILDA BESNER TRBSNER, HILDA TRSTEE	4240 GALT OCEAN DR #603	FORT LAUDERDALE	FL	33308	TOWN OF MODELO (DANIA) B-49 DLOT 9,10,11,12 BLK 18
504234012630	L O'HANA FAMILY PROPERTIES LLC	2699 STRILING RD #C-101	FORT LAUDERDALE	FL	33212	TOWN OF MODELO (DANIA) B-49 DLOT 13 BLK 18
504234012640	MRG LLC	PO BOX 802602	ADVENTURA	FL	33280	TOWN OF MODELO (DANIA) B-49 DLOT 14 BLK 18
504234012650	FERNANDEZ, KAREN G	27 SW 7 AVE	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 15 BLK 18
504234012660	BROWN, JACK & BROWN, DONELL ETAL	1101 N 62 AVE	HOLLWOOD	FL	33024	TOWN OF MODELO (DANIA) B-49 DLOT 16 BLK 18
504234012670	RHUM, DAVID	8579 WOODGROVE HARBOR LN	BOYNTON BEACH	FL	33473	TOWN OF MODELO (DANIA) B-49 DLOT 17 BLK 18
504234012680	SIMBOH HOLDINGS INC	4300 S JOG RD #541954	GREENACRES	FL	33454	TOWN OF MODELO (DANIA) B-49 DLOT 18 BLK 18
34012680	PE RENTAL IV LLC	1205 S 21 AVE	HOLLWOOD	FL	33020	TOWN OF MODELO (DANIA) B-49 DLOT 19 BLK 18
34012700	LLEWELLYN, DANIEL & MARYBELLE MARTINEZ, GEORGE	1093 SW 156 TER	PEMBROKE PINES	FL	33027	TOWN OF MODELO (DANIA) B-49 DLOT 20 BLK 18
504234012710	ANDERSON, KRISTOF H/EANDERSON, ASHLEIGH	42 SW 6 AVE	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 21 BLK 18
504234012720	IOAM, ELI ALON	16499 NE 19 AVE STE 101	NORTH MIAMI BEACH	FL	33162	TOWN OF MODELO (DANIA) B-49 DLOT 22 BLK 18
504234012730	ANGEL, ADRIAN	45 SW 7 AVE	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 23 BLK 18
504234012731	MORGAN, PATRICIA ANNETTE H	602 SW 1 ST	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 24 BLK 18
504234012740	FIFTH AVENUE REAL ESTATE INVESTORS LLC	22 SW 5 AVE	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 1 & 4 BLK 19
504234012741	FIFTH AVENUE REAL ESTATE INVESTORS LLC	22 SW 5 AVE	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOTS 2,3 BLK 19
504234012750	FIFTH AVENUE REAL ESTATE INVESTORS LLC	22 SW 5 AVE	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 5 BLK 19
504234012760	NEW LIFE 2014 LLC	9 SW 6 AVE	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 6 BLK 19
504234012770	MCKENZIE, ROHAN RICHARDSON, LEO CADIA	15 SW 6 AVE	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 7 BLK 19
504234012771	JEANTY, MARIE A	17 SW 6 AVE	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 10 BLK 19
504234012780	DALEY, LOLETHA	1968 NW 55 ST	MIAMI	FL	33142	TOWN OF MODELO (DANIA) B-49 DLOT 9 BLK 19
504234012790	GREEN, WILLIAM F	21 SW 6 AVE	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 11 BLK 19
504234012800	FORD, KIMBERLY C FORD, JUSTIN & FORD, JACKIE	22 SW 5 AVE	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 12 BLK 19 TOG WITH LOT 13 LESS S 43.55 BLK 19
504234012811	COLLINS, RODNEY C H/COLLINS, SYLVIA D ETAL	24 SW 5 AVE	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 13 S 43.55,16 N 4.05 BLK 19
504234012820	HORNE, DONOTHY BOATWRIGHT	2451 NW 18 CT	FORT LAUDERDALE	FL	33311	TOWN OF MODELO (DANIA) B-49 DLOT 14 BLK 19
504234012830	DUKES, JAMES W & BETTY A	29 SW 6 AVE	DANIA BEACH	FL	33004	TOWN OF MODELO (DANIA) B-49 DLOT 15 BLK 19

504234012840	COLLINS,DWIGHT A	26 SW 5 AVE	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 16 LESS N 4.05 BLK 19
504234012850	NESMITH,MELISSA	9862 NW 1 CT	PLANTATION	FL	33324		TOWN OF MODELO (DANIA) B-49 DLOT 17 BLK 19
504234012860	PARISH,ISAAC	33 SW 6 AVE	DANIA BEACH	FL	33004	3260	TOWN OF MODELO (DANIA) B-49 DLOT 18 BLK 19
504234012870	ARROYO,MIRIELY S MARTINEZ	37 SW 6 AVE	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 19 BLK 19
504234012880	FURMAN,TALI	1834 NE 214 TER	MIAMI	FL	33179	1534	TOWN OF MODELO (DANIA) B-49 DLOT 20 BLK 19
504234012890	THEOGNE,MILLIE	50 SW 5 AVE	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 21 BLK 19
504234012900	NEWLIFE 2014 LLC	100 BAYVIEW DR #1826	SUNNY ISLES BEACH	FL	33160		TOWN OF MODELO (DANIA) B-49 DLOT 22 BLK 19
504234012901	BLINFANT,ERNESTINE H/EBROWN,JACK &						
504234012910	BROWN,DONELL ETAL	590 SW 1 ST	DANIA BEACH	FL	33004	3207	TOWN OF MODELO (DANIA) B-49 DLOT 23 BLK 19
504234012910	VANG INVEST LLC	8004 NW 154 ST STE 438	MIAMI LAKES	FL	33016		TOWN OF MODELO (DANIA) B-49 DLOT 24 BLK 19
504234012920	JONES,MILTON L JR & BARBARA H	PO BOX 357	DANIA BEACH	FL	33004	0357	TOWN OF MODELO (DANIA) B-49 DLOT 1 & 4, BLK 20
504234012930	RONJEAN CORPORATION	537 N RAINBOW DR	HOLLYWOOD	FL	33021		TOWN OF MODELO (DANIA) B-49 DLOT 2,3 BLK 20
504234012960	JONES,M L JR & BARBARA H	PO BOX 357	DANIA BEACH	FL	33004	0357	TOWN OF MODELO (DANIA) B-49 DLOT 5,6,7,8,9,12,13 BLK 20
504234012970	JACK BESNER TREBSNER,HANNA S	4240 GALT OCEAN DR #603	FORT LAUDERDALE	FL	33308		TOWN OF MODELO (DANIA) B-49 DLOT 10,11 BLK 20
504234013010	JACK BESNER TREBSNER,HANNA S TRSTEE	4240 GALT OCEAN DR #603	FORT LAUDERDALE	FL	33308		TOWN OF MODELO (DANIA) B-49 DLOT 14 LESS ST RD BLK 20
504234013020	COLLINS,RODNEY C% KIM FORD	22 SW 5 AVE	DANIA BEACH	FL	33004	3235	TOWN OF MODELO (DANIA) B-49 DLOT 15 BLK 20
504234013021	SMART, J & BIRDY M	30 SW 4 AVE	DANIA BEACH	FL	33004	3240	TOWN OF MODELO (DANIA) B-49 DLOT 16 BLK 20
504234013030	MURPHY,GENEVA	34 SW 4 AVE	DANIA BEACH	FL	33004	3240	TOWN OF MODELO (DANIA) B-49 DLOT 17 BLK 20
504234013031	SHELL,BRENDA LESHEY	33 SW 5 AVE	DANIA BEACH	FL	33004	3232	TOWN OF MODELO (DANIA) B-49 DLOT 18 BLK 20
504234013040	ADELE BESNER TREBSNER,HANNA TRSTEE ETAL	4240 GALT OCEAN DR #603	FORT LAUDERDALE	FL	33308		TOWN OF MODELO (DANIA) B-49 DLOT 19,22,23 BLK 20
504234013050	ADELE BESNER TREBSNER,HANNA TRSTEE ETAL	4240 GALT OCEAN DR #603	FORT LAUDERDALE	FL	33308		TOWN OF MODELO (DANIA) B-49 DLOT 21 BLK 20
504234013060	3475 SAGO PALM LLC	160 NW 33 ST	MIAMI	FL	33127		TOWN OF MODELO (DANIA) B-49 DLOT 24 BLK 20
504234013130	BESNER,HILDA	4240 GALT OCEAN DR #603	FORT LAUDERDALE	FL	33308		TOWN OF MODELO (DANIA) B-49 DLOT 25 BLK 20
504234014130	FERNANDEZ,WILBUR SR EST%FERNANDEZ,WILBUR JR	505 NW 3 PL	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 14 BLK 30
504234014140	GINTON LLC	19381 CHERRY HILLS TER	BOCA RATON	FL	33498		TOWN OF MODELO (DANIA) B-49 DLOT 15 BLK 30
504234014150	PEL-RICHARDS,CECILIA	117 NW 7 AVE	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 16 BLK 30
504234014160	WILMAX ENTERPRISES LLC	761 MOCKINGBIRD LN	PLANTATION	FL	33324		TOWN OF MODELO (DANIA) B-49 DLOT 17 BLK 30
504234014170	GRACE,JAMES A & BOBBIE H	1110 NW 8 AVE	DANIA BEACH	FL	33004	2758	TOWN OF MODELO (DANIA) B-49 DLOT 18,19 BLK 30
504234014180	JACK BESNER IRREV TRBESNER,HILDA TRSTEE	4240 GALT OCEAN DR #603	FORT LAUDERDALE	FL	33308		TOWN OF MODELO (DANIA) B-49 DLOT 20 BLK 30
504234014190	BIBLEWAY MINISTRY MISSIONARYBAPTIST CHURCH	PO BOX 358	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 21 BLK 30
504234014200	SHEHADEH,MESAD	790 NW 1 ST	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 22,23 BLK 30
504234014210	BIBLEWAY MINISTRY MISSIONARYBAPTIST CHURCH	PO BOX 358	DANIA BEACH	FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 24 BLK 30
504234050010	GRAY,GEORGE & GWENDOLYN		DANIA BEACH	FL	33004		
504234050020	RUGAMA,IVANMAYORGA,MARITZA	601 SW 1 ST	DANIA BEACH	FL	33004		GEO M PHIPPENS SUB 2-90 DLOT 1 E 55 LESS E 15 FOR CO RD 3 E 55 LESS E 15 FOR CO RD 5E 55 OF N 10 LESS E 15 FOR CO RD BLK A
504234050030	IVEY,ROYCE H/IVEY,ALBERT L SR EST	609 SW 1 ST	DANIA BEACH	FL	33004	3208	GEO M PHIPPENS SUB 2-90 DLOT 1 W 40,3 W 40,5 W 40,6 W 40,7 W 40,5 N 10 BLK A
504234050040	RANDOLPH,SHARIZEGLER DAVEN	677 SW 1 ST	DANIA BEACH	FL	33004		GEO M PHIPPENS SUB 2-90 DLOT 2 LESS W1/2,4 LESS W1/2,6 N 10 LESS W1/2 BLK A
504234050050	FLORIDA BRIDGE LLC	2800 GLADES CIR #104	WESTON	FL	33327		GEO M PHIPPENS SUB 2-90 DLOT 2 W1/2,4 W1/2,6 W 1/2 LESSS 40 BLK A
504234050060	VARGA,ANYA	1110 PHIPPEN WAITERS RD	DANIA BEACH	FL	33004		GEO M PHIPPENS SUB 2-90 DLOT 5 LESS N 10 & LESS E 15 FORCO RD BLK A
504234050070	BETANCOURT,KARENROSABAL,ERNESTO PEREZ	114 PHIPPEN RD	DANIA BEACH	FL	33004		GEO M PHIPPENS SUB 2-90 DLOT 7 LESS E 15 FOR CO RD BLK A
504234050072	BOHADANAH,ELI	3950 SW 6 ST	FORT LAUDERDALE	FL	33312		GEO M PHIPPENS SUB 2-90 DLOT 8 S 21,10 BLK A
504234050073	JONES,M L JR & BARBARA H	PO BOX 357	DANIA BEACH	FL	33004	0357	GEO M PHIPPENS SUB 2-90 DLOT 12 BLK A
504234050075	ANALASE REALTY TRPERPETUAL TR SERVICES LLC						
504234050075	TRSTEE	PO BOX 1816	DANIA BEACH	FL	33004		
504234050080	WILLIAMS,BRADFORD	77-156 KOAKOA ST	KAILUA-KONA	HI	96740		GEO M PHIPPENS SUB 2-90 DLOT 1 LESS N 10 & LOT 8 N 29BLK A
504234050090	NM OPPORTUNITY ZONE FUND LLC	9640 NW 52 PL	CORAL SPRINGS	FL	33076		GEO M PHIPPENS SUB 2-90 DLOT 9 LESS E 15 FOR CO RD,11LESS E 15 FOR CO RD BLK A
504234050091	BERRIOS,ROBERTO	2009 N 32 AVE	HOLLYWOOD	FL	33021		GEO M PHIPPENS SUB 2-90 DLOT 1 LESS W 122 & LOT 3 LESS W 122
504234050092	CAMPBELL,LATOYA SUEANNECAMPBELL,BASIL &						GEO M PHIPPENS SUB 2-90 DLOT 1 W 61 & LOT 3 W 61 BLK
504234050092	BEVERLEY	3730 INVERRARY DR #3T	LAUDERHILL	FL	33319		BAKA:801-803 SW 1 STREET-DANIA
504234050103	GOWEY,FRANKLYN,ONGOP,BUBBLES JOVELINI	120 SW 7TH AVE	DANIA BEACH	FL	33004	3514	GEO M PHIPPENS SUB 2-90 DLOT 11 BLK B
504234050120	SUNRISE GROUP OF FLORIDA FL LLC	2701 GRIFFIN RD	FORT LAUDERDALE	FL	33312		GEO M PHIPPENS SUB 2-90 DLOT 5 BLK B
504234050130	PORTIS,BARBARA & LOUIS	114 SW 7 AVE	DANIA BEACH	FL	33004	3514	GEO M PHIPPENS SUB 2-90 DLOT 7 BLK B
504234050140	FLORIDA'S BRIDGE LLC	2800 GLADES CIR #104	WESTON	FL	33327		GEO M PHIPPENS SUB 2-90 DLOT 9 BLK B



504234050150	STRILING SQUARE LLC	2890 W STATE RD 84 #104	FORT LAUDERDALE	FL	33312		GEO M PHIPPS SUB 2-90 DFOR BLK C DESC AS: BEG NW COROF SAID BLK C,S 285.07 E 29.22 TO P/C,ELY 176.44,N 18.55 TO P/C,ELY 39.99,N 74.32 TO P/C,NLY 115.98 TO P/C,C,NWLY 52.27 TOP/R/C,NWLY 53.02 W 157.68 TO POBAXA: WEST OUTPARCEL GEO M PHIPPS SUB 2-90 DFOR OF BLK C DESC AS: COMM ATINTERSEC OF C/L PHIPPS RD & S/LOF SEC 34-50-42,N 81.98, W 30 TOPOB, S 8 TO P/C, SWLY 46.61, SW33.37 TO P/C,WLY 39.87,NW 37.39,WLY 82.33, S 11 TO P/C, WLY116.51 TO P/R,C,WLY 101.78, N18.55 TO P/C, ELY 102.07 TOP/R,C,ELY 212.74, SE 35.23, NE
504234050151	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309	3421	GEO M PHIPPS SUB 2-90 DFOR BLK C DESC AS:COMM NW COROF SAID BLK C,E 157.68 TO POB,E486.57,S 257.57 TO P/C,SWLY46.61,W 61.22,NW 35.23 TO P/C,WLY 212.74 TO P/R,C,WLY 62.05,N74.32 TO P/C,NLY 115.98 TO P/C,C,NWLY 52.27 TO P/R/C,NWLY 53.02POB
504234050160	STRILING SQUARE LLC	2890 W STATE RD 84 #104	FORT LAUDERDALE	FL	33312		SARATOGA 18-23 BLOT 1
504234230010	4812 3RD AVE LLC	245 48 ST	BROOKLYN	NY	11220		SARATOGA 18-23 BLOT 1
504234230011	4812 3RD AVE LLC	245 48 ST	BROOKLYN	NY	11220		SARATOGA 18-23 BLOT 3 & S1/2 OF PAR OF LANDBOUNDED ON N BY LOT 1,ON S BY LOT 3,ON W BY LOT 11 OF SARATOGA & ON E BY NW 7 AVE
504234230020	TRUST NO ALMS03700ACTION LOSS MITIGATION LLC	10097 CLEARY BLVD #155	PLANTATION	FL	33324		SARATOGA 18-23 BLOT 4
34230020	TRSTE	3440 HOLLYWOOD BLVD STE 415	HOLLYWOOD	FL	33021		SARATOGA 18-23 BLOT 7,8
34230030	TWINS SISTERS INVESTMENTS INC	29 NW 7 AVE	DANIA BEACH	FL	33004		SARATOGA 18-23 BLOT 5,8
504234230040	WILLIAMS,EVA MAEYVA WILLIAMS REV TR	1830 N UNIVERSITY DR STE 155	PLANTATION	FL	33322		SARATOGA 18-23 BLOT 6 & 34-50-40,BEG SE COR OFLOT 6 OF SARATOGA PLAT,W 200,SWLY 50,E 100,SLY 3.36,ELY 100,NLY 53.36 TO POB
504234230041	22 NW 8TH AVENUE LLC						SARATOGA 18-23 BLOT 9
504234230050	GREATER TRINITY BAPTIST CHURCH	25 NW 7 AVE	DANIA BEACH	FL	33004	3261	SARATOGA 18-23 BLOT 10
504234230060	PRICE,RUTHA MAE	38 NW 8 AVE	DANIA BEACH	FL	33004	3217	SARATOGA 18-23 BLOT 11
504234230070	REYNOLDS,JOSEPH & LUCILLE	2825 SW 5 CT	FORT LAUDERDALE	FL	33312	2132	SARATOGA 18-23 BLOT 12
504234230080	HADDLEY,RICHARD	6 NW 8 AVE	DANIA BEACH	FL	33004	3217	SARATOGA 18-23 BLOT 13
504234230100	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	SARATOGA 18-23 BLOT 13 LESS W 100,14 LESS W 100
504234230110	CITY OF DANIA BEACH	806 NW 1 ST	DANIA BEACH	FL	33004	3276	SARATOGA 18-23 BLOT 13 W 100,14 W 100
504234230130	CITY OF DANIA BEACH COMMUNITYREDEVELOPMENT	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	SARATOGA 18-23 BLOT 15
504234230140	BLACKMON,ERIC S	9 NW 8 AVE #1	DANIA BEACH	FL	33004		SARATOGA 18-23 BLOT 16
504234230150	COLLINS SUITE ENTERPRISES LLC	22 SW 5 AVE	DANIA BEACH	FL	33004		SARATOGA 18-23 BLOT 17 & 18
504234240010	MIZELL,JACQUELYN	2 SW 7 AVE	DANIA BEACH	FL	33004	3215	HENRY PARK 24-27 BLOT 1 E1/2 BLK 1
504234240011	ANDREW,ANDREW,ANDREW,JACQUELYN	2 SW 7 AVE	DANIA BEACH	FL	33004	3215	HENRY PARK 24-27 BLOT 1 W1/2 BLK 1
504234240020	JONES,MILTON L JR	PO BOX 357	DANIA BEACH	FL	33004	0357	HENRY PARK 24-27 BLOT 2 & 3 BLK 1
504234240030	LUMAX USA LLC	1800 W BROWARD BLVD	FORT LAUDERDALE	FL	33312	1550	HENRY PARK 24-27 BLOT 4 BLK 1
504234240040	VALDERRAMA,BENNY	3300 N 37 ST	HOLLYWOOD	FL	33021		HENRY PARK 24-27 BLOT 6 BLK 1
504234240041	KNOWLES,WILLIAMFORD,KIMBERLY C	3300 N 37 ST	HOLLYWOOD	FL	33021		HENRY PARK 24-27 BLOT 7 BLK 1
34240050	ALCIUS-ABELLARD,MANARA H/ABELLARD,CLEEF	22 SW 5 AVE	DANIA BEACH	FL	33004		HENRY PARK 24-27 BLOT 9 BLK 1
34240060	HAMILTON,EDGAR JHAMILTON,YAZMIN M	33 SW 8 AVE	DANIA BEACH	FL	33004		HENRY PARK 24-27 BLOT 9 BLK 1
504234240070		37 SW 8 AVE	DANIA BEACH	FL	33004		HENRY PARK 24-27 BLOT 9 BLK 1
504234240080	MIKA REAL EST INVESTMENTS LLC% NEWMAN GROUP	120 E OAKLAND PARK BLVD	FORT LAUDERDALE	FL	33334		HENRY PARK 24-27 BLOT 9 BLK 1
504234240090	DANIA BEACH HOUSING AUTHORITY	715 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3227	HENRY PARK 24-27 BLOT 9 BLK 1
504234240110	DANIA BEACH HOUSING AUTHORITY	715 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3227	HENRY PARK 24-27 BLOT 9 BLK 1
504234300010	DANIA RE LLC	24671 US HWY 19 N	CLEARWATER	FL	33763		HENRY PARK 24-27 BLOT 9 BLK 1
504234300030	DANIA BEACH SCRAP METALS LLC	177 PHIPPS ROAD	DANIA BEACH	FL	33004		HENRY PARK 24-27 BLOT 9 BLK 1
504234300040	SOLOMON,AMY V	142 SW 5 CT	DANIA BEACH	FL	33004		HENRY PARK 24-27 BLOT 9 BLK 1
504234300050	MR MAX LLC	3370 BEAU RIVAGE DR #03	POWANO BEACH	FL	33064		HENRY PARK 24-27 BLOT 9 BLK 1

504234300060	134 SW LLC	13604 NEW ACADIA LN	UPPER MARLBORO	MD	20774	PARADISE MANOR 32-31 BLOT 11 BLK 1
504234300070	JONES,SHIRLEY E	130 SW 5 CT	DANIA BEACH	FL	33004	PARADISE MANOR 32-31 BLOT 12 BLK 1
504234300080	MIRANDA, JULIO O	126 SW 5 COURT	DANIA BEACH	FL	33004	PARADISE MANOR 32-31 BLOT 13 BLK 1
504234300090	CAMACHO APONTE, ALEXIS J	122 SW 5 CT	DANIA BEACH	FL	33004	PARADISE MANOR 32-31 BLOT 14 BLK 1
504234300100	BELSER,ROSIE H/BAKER,JOE EST	118 SW 5 CT	DANIA BEACH	FL	33004	PARADISE MANOR 32-31 BLOT 15 BLK 1
504234300110	CASIMIR,AGELFREDERIC,GUERDA	1820 NW 19 AVE	MIAMI	FL	33125	PARADISE MANOR 32-31 BLOT 16 BLK 1
504234300120	JONES,J & JONNIE M	110 SW 5 CT	DANIA BEACH	FL	33004	PARADISE MANOR 32-31 BLOT 17 BLK 1
504234300130	ROBERSON,AUCE	106 SW 5 CT	DANIA BEACH	FL	33004	PARADISE MANOR 32-31 BLOT 18 BLK 1
504234300140	CUJIKERORN,ANNA DENNIS/CUJIKERORN,JACQUES ETAL	2851 NE 183 ST #314	AVENTURA	FL	33160	PARADISE MANOR 32-31 BLOT 19 BLK 1
504234300150	BROWN,ELIHUE	575 SW 1 ST	DANIA BEACH	FL	33004	PARADISE MANOR 32-31 BLOTS 20,21 & 22 BLK 1
504234300180	DONATOV,NATALYA ARON/DONATOV,ARON & YUNAYEV, JANELL	23304 SEWARD AVE	QUEENS VILLAGE	NY	11427	PARADISE MANOR 32-31 BLOT 23,24 BLK 1
504234300200	DANIA BEACH COMMUNITREDEVELOPMENT AGENCY	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	PARADISE MANOR 32-31 BLOT 25 BLK 1
504234300210	RECONOR MIAMI LLC/GERARDO AMZEL	1930 HARRISON ST #304	HOLLWOOD	FL	33020	PARADISE MANOR 32-31 BLOT 26 BLK 1
504234300220	DANIA BEACH COMMUNITREDEVELOPMENT AGENCY	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	PARADISE MANOR 32-31 BLOT 27 BLK 1
504234300230	DANIA BEACH COMMUNITREDEVELOPMENT AGENCY	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	PARADISE MANOR 32-31 BLOT 28 BLK 1
504234300240	DANIA BEACH COMMUNITREDEVELOPMENT AGENCY	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	PARADISE MANOR 32-31 BLOT 29 BLK 1
504234300250	DANIA BEACH COMMUNITREDEVELOPMENT AGENCY	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	PARADISE MANOR 32-31 BLOT 30 BLK 1
504234300280	KITMANOV,ALEXANDRE &LEVIN,LEONID	20036 NE 6 COURT CIR	MIAMI	FL	33179	PARADISE MANOR 32-31 BLOTS 31 THRU 35 BLK 1
504234300310	DANIA BEACH SCRAP METALS LLC	177 PHIPPEN RD	DANIA BEACH	FL	33004	PARADISE MANOR 32-31 BLOT 36 BLK 1
504234300320	DANIA BEACH SCRAP METALS LLC	177 PHIPPEN RD	DANIA BEACH	FL	33004	PARADISE MANOR 32-31 BLOT 37 BLK 1
504234300330	DANIA BEACH SCRAP METALS LLC	177 PHIPPEN ROAD	DANIA BEACH	FL	33004	PARADISE MANOR 32-31 BLOT 38,39 BLK 1
504234300360	GONZALEZ,ALBERT	11040 NW 28 ST	CORAL SPRINGS	FL	33065	PARADISE MANOR 32-31 BLOT 11 BLK 2
504234300370	LIVE CHEAP LLC	627 NW 177 ST	MIAMI GARDENS	FL	33169	PARADISE MANOR 32-31 BLOT 14 BLK 2
504234300380	EXALANT, MANNO	1310 NE 201 TER	MIAMI	FL	33179	PARADISE MANOR 32-31 BLOT 6 BLK 2
504234300390	LIVE CHEAP LLC	627 NW 177 ST	MIAMI GARDENS	FL	33169	PARADISE MANOR 32-31 BLOT 7 BLK 2
504234300400	SVY INVESTMENT LLC	2275 SW 105 TER	DAVE	FL	33324	PARADISE MANOR 32-31 BLOT 8 BLK 2
504234300410	LIVE CHEAP LLC	627 NW 177 ST	MIAMI GARDENS	FL	33169	PARADISE MANOR 32-31 BLOT 9 BLK 2
504234300420	LIVE CHEAP LLC	627 NW 177 ST	MIAMI GARDENS	FL	33169	PARADISE MANOR 32-31 BLOT 10 BLK 2
504234300430	LIVE CHEAP LLC	627 NW 177 ST	MIAMI GARDENS	FL	33169	PARADISE MANOR 32-31 BLOT 12 BLK 2
504234300440	LIVE CHEAP LLC	627 NW 177 ST	MIAMI GARDENS	FL	33169	PARADISE MANOR 32-31 BLOT 13 BLK 2
504234300450	KRISHINAY INC	2728 DAVIE BLVD #128	FORT LAUDERDALE	FL	33312	PARADISE MANOR 32-31 BLOT 15 BLK 2
504234300460	LIVE CHEAP LLC	627 NW 177 ST	MIAMI GARDENS	FL	33169	PARADISE MANOR 32-31 BLOT 16 BLK 2
504234360010	NON-PROFIT HOUSING PRESERVATION III LLC	2001 W BLUE HERON BLVD	RIEIRA BEACH	FL	33404	TROPIC PARK 52-9 BBLK 1 & BLK 2
504234360030	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	TROPIC PARK 52-9 BSTRRET, COURT & BOULEVARD SHOWNON SAID PLAT IS DEDICATED TO THE PERPETUAL USE OF THE PUBLIC
504234460010	1190 STIRLING ROAD LLC% AVERY PACK	424 91 ST	SURFSIDE	FL	33154	CARIB PLAT 122-45 BTRACT "A"
504234460020	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	CARIB PLAT 122-45 BTHOROUGHFARES DEDICATED TO PUBLIC PER PLAT
504234480010	SHARECHYA INVESTMENT LLC	24 SW 12 AVE STE 102	DANIA BEACH	FL	33004	STIRLING INDUSTRIAL PARK 131-40 BPARCEL A TOGETHER WITH ET/2 OF OF VAC ROAD LYING W & ADJ TO PARA DESC AS COM AT NE COR SE1/4 OF SE1/4 SEC 35,S 50.01 TO POBS 584.84,E 30,N 550.50,NE 42.19W 59.68 TO POB PER RES 06-06608 41663/1559 & TOGETHER WITH 1'X 223.62' STRIP DESC AS W 1' OF
504234480020	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	STIRLING INDUSTRIAL PARK 131-40 BTHOROUGHFARES SHOWN ON PLAT IS DEDICATED TO THE PERPETUAL USE OF THE PUBLIC, LESS THEREFROM VACATED PER OR 36437/1081
504234480020	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	MIZELL GARDENS 144-36 BTHOROUGHFARE
504234520011	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	STOINOFF'S VALHALLA 146-22 BTRACT A LESS S 333.98
504234530010	SUN GARDEN LTD	9 NW 4 AVE SUITE A	DANIA BEACH	FL	33004	34-50-42 THE N 34 OF W1/2 OF SW1/4 OF SW1/4 OF SEC 34 PEROR 16843/505
504234530011	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	STOINOFF'S VALHALLA 146-22 BTRACT A THE S 333.98 LESS W 9
504234530020	DANIA BEACH HOUSING AUTHORITY	4101 RAVENSWOOD RD STE 320	FORT LAUDERDALE	FL	33312	STOINOFF'S VALHALLA 146-22 BTRACT A THE W 9 OF S 333.98
504234530021	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	STOINOFF'S VALHALLA 146-22 BTRACT A THE W 9 OF S 333.98
504234530030	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	STOINOFF'S VALHALLA 146-22 B40 R/W
504234530030	HANDY STORAGE FOURTEEN INC% BRADLEY	2119 NE COACHMAN RD	CLEARWATER	FL	33765	STIRLING ROAD/HAWTHORNE PLAT 146-36 BPARCEL "A"
504234540010	CONSTRUCTION					CARIB PLAT NO 2 168-34 BPARCEL A LESS R/W DESC INOR
504234580010	DANIA INDUSTRIAL CENTER LLC%LEVY REALTY ADVISORS	4901 NW 17 WAY # 103	FORT LAUDERDALE	FL	33309	25258/98
504234580020	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	CARIB PLAT NO 2 168-34 BADDITIONAL THOROUGHFARE DEDICATED TO PUBLIC PER PLAT, LESS POR LYING WITHIN QCD OR 25258/98
504234640010	JST STIRLING ROAD EX LLC%PTA-JD #3309	PO BOX 320099	ALEXANDRIA	VA	22320	STIRLING HILL 183-207 BPARCEL A
504234650010	DANIA BEACH HOUSING AUTHORITY	4101 RAVENSWOOD RD STE 320	FORT LAUDERDALE	FL	33312	SARATOGA CROSSINGS 183-211 BTRACT A

**AFFIDAVIT**

**CITY OF DANIA BEACH, FLORIDA  
COMMUNITY DEVELOPMENT DEPARTMENT  
POSTING OF PUBLIC HEARING NOTICE SIGN**

STATE OF FLORIDA

COUNTY OF Broward

BEFORE ME, the undersigned authority, personally appeared Christina Mathews, who, after being duly sworn, deposes and says:

1. I, Christina Mathews, am an individual over the age of 18 years old and  
(Print Name)

(CHECK APPLICABLE SPACE)

           I am the property Owner,

**OR**

☒ I am a representative of the property owner(s), David Optekar and  
Our House in Dania Inc, for property located at  
840 & 850 W. Dania Beach Boulevard (the "Property"), and  
this sworn statement pertains to the application for Waiver of Public Art Fee, relating  
to Petition number OT-016-21 in the Code of Ordinances of the City of Dania  
Beach, Florida.

2. Pursuant to Sec. 610-30(B)(1) of the Land Development Code of the Code of Ordinances of the City of Dania Beach, Florida, on April 27, 20121, I posted, or caused to be posted, a public notice sign along street frontages of the subject Property, with the sign being at least three (3) square feet in area, and between ten (10) and twenty (20) feet from the edge of street pavement in a manner so as to be completely visible from the public rights-of-way. The public notice sign was posted more than ten (10) days before the scheduled public hearing. I am aware that the Code Section cited above requires the sign to state and contain the following information:

**PUBLIC HEARING NOTICE**

Petition number;

Date;

Time; and

Telephone number of the City's Community Development Department.

3. A true and accurate copy (copies) of the subject sign(s) is/are attached to this Affidavit and incorporated by this reference.

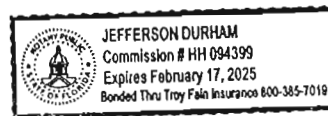
FURTHER, AFFIANT SAYS NOTHING MORE.

  
AFFIANT

Sworn to and subscribed before me on April 27, 20121

  
NOTARY PUBLIC  
State of Florida at Large

My Commission Expires: 2-17-25







# City of Dania Beach PUBLIC HEARING NOTICE TUESDAY, MAY 11, 2021

**THIS PROPERTY IS THE SUBJECT OF UPCOMING  
PUBLIC HEARINGS**

**PLACE** | Please call a week ahead at 954-924-6805 Ext. 3792  
to confirm meeting location:  
**IF VIRTUAL** | Please visit [www.daniabeachfl.gov/virtualmeetings](http://www.daniabeachfl.gov/virtualmeetings)  
for detailed instructions and the specific requirements  
for participating in the City's virtual quasi-judicial land meetings  
**IF IN PERSON** | City Commission Chambers  
Dania Beach City Hall  
100 West Dania Beach Blvd.  
Dania Beach, FL 33004  
**TIME** | 7:00 PM  
**PROJECT** | Public Art Waiver  
**LOCATION** | 840 & 850 West Dania Beach Blvd.  
**REQUESTS** | To request a waiver to the Public Art fee pursuant to  
Section 811-60(B)(4) of the City's Land Development Code.  
**FILE #** | OT-016-21



**For more information, please visit our website <http://daniabeachfl.gov/Public-Hearings> or call (954) 924-6800 x 3643.**

This sign is the property of the City of Dania Beach. In accordance with Section 910-30 of the Land Development Code, it shall be unlawful for any person to secure, cut, break or destroy in any manner any hearing or other thing belonging to or under the control of the City. Persons violating or removing the notice may be subject to fine and/or imprisonment.





# City of Dania Beach PUBLIC HEARING NOTICE TUESDAY, MAY 11, 2021

## THIS PROPERTY IS THE SUBJECT OF UPCOMING PUBLIC HEARINGS

PLACE	Please call a week ahead at 954-924-6805 Ext. 3792 to confirm meeting location.
IF VIRTUAL	Please visit <a href="http://www.danlabeachfl.gov/virtualmeetings">www.danlabeachfl.gov/virtualmeetings</a> for detailed instructions and the specific requirements for participating in the City's virtual quasi-judicial land meetings.
IF IN PERSON	City Commission Chambers Dania Beach City Hall 190 West Dania Beach Blvd. Dania Beach, FL 33004
TIME	7:00 PM
PROJECT	Public Art Waiver
LOCATION	840 & 850 West Dania Beach Blvd.
REQUESTS	To request a waiver to the Public Art fee pursuant to Section 811-60(B)(4) of the City's Land Development Code.
FILE #	OT-016-21



• For more information, please visit our website <http://danlabeachfl.gov/Public-Hearings> or call (954) 924-6800 x 3643. •

This sign is the property of the City of Dania Beach. In accordance with Section 811-30 of the Land Development Code, it shall be unlawful for any person to remove, cut, break or destroy in any manner any building or other thing belonging to or under the control of the City. Persons starting or removing this notice may be subject to law enforcement.





Printed: 4/22/2021 8:04:22 AM

Page 1 of 3

Order ID: 6936969

* Agency Commission not included

**GROSS PRICE * : \$316.90**

**PACKAGE NAME: SSC Notice of Public Meeting**

Order ID: 6936969

* Agency Commission not included

**GROSS PRICE * :** \$316.90**PACKAGE NAME:** SSC Notice of Public Meeting**Product(s):** Sun Sentinel, Affidavit, Floridapublicnotices.com**AdSize(s):** 2 Column**Run Date(s):** Tuesday, April 27, 2021**Color Spec.** B/W**Preview****NOTICE OF PUBLIC HEARING  
CITY OF DANIA BEACH, FLORIDA**

A Public Hearing will be conducted by the City of Dania Beach City Commission on the following date to consider the following application:

**DATE:** Tuesday, May 11, 2021  
**TIME:** 7:00 p.m. or as soon thereafter as the same may be heard  
**PLACE:** Please call a week ahead at 954-924-6805 Ext.3792 to confirm meeting location:  
**IF VIRTUAL:** Please visit [www.danlabeachfl.gov/virtualmeetings](http://www.danlabeachfl.gov/virtualmeetings) for detailed instructions and the specific requirements for participating in the City's virtual quasi-judicial land use meetings.  
**IF IN PERSON:** City Commission Chambers  
Dania Beach City Hall  
100 West Dania Beach Blvd.  
Dania Beach, FL 33004

**SUBJECT:** OT-016-21: The applicant, Nectaria Chakas, Esq., on behalf of the property owner Dania Beach Housing Authority, is requesting a waiver of the Public Art fee for the property located at 840 & 850 West Dania Beach Boulevard.

The following is the proposed Resolution of the matter:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST TO BE EXEMPTED FROM THE PUBLIC ART PROGRAM FOR THE AFFORDABLE HOUSING COMMUNITY KNOWN AS "SARATOGA CROSSINGS III," SUBMITTED BY NECTARIA CHAKAS, ESQ./LOCHRIE & CHAKAS, P.A. ON BEHALF OF THE DANIA BEACH HOUSING AUTHORITY FOR PROPERTY LOCATED AT 840 AND 850 W. DANIA BEACH BOULEVARD, IN THE CITY OF DANIA BEACH, FLORIDA, THE LEGAL DESCRIPTION IS CONTAINED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests or applicable information are available on line. For more information, please call the Planning Division at (954) 924-6805 Ext. 3704 and staff will direct you to the on-line project information.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not provide or prepare such record pursuant to F.S. 286.0105.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's office, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting.

Application Information

Order ID: 6936969

* Agency Commission not included

**GROSS PRICE * : \$316.90****PACKAGE NAME: SSC Notice of Public Meeting****Application Information**

Application Site: 840 &amp; 850 West Dania Beach Boulevard

Project: Waiver of Public Art Fee.

Request: To request a waiver of the Public Art fee pursuant to Section 811-60(B)(4) of the City's Land Development Code.

Applicant: Nectaria Chakas, Esq., on behalf of the property owner Dania Beach Housing Authority.

Hearing Date &amp; Time: May 11, 2021 at 7:00 PM

Hearing Location: Please call a week ahead at 954-924-6805 Ext. 3792 to confirm meeting location:

If Virtual: Please visit [www.danlabeachfl.gov/virtualmeetings](http://www.danlabeachfl.gov/virtualmeetings) for detailed instructions and the specific requirements for participating in the City's virtual quasi-judicial land use meetings.

If in person: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach, Boulevard, Dania Beach, FL 33004.

Contact Information: Corinne Lajoie, Assistant Director, AICP (954) 924-6805 Ext. 3704

4/27/2021 6936969



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## Can public art be used equitably?

Posted by [Mickey Northcutt](#)

(<http://www.americansforthearts.org/users/17382>),

Nov 21, 2018

0 COMMENTS

The benefits of public art are plentiful: inspiration, engagement, revitalization, economic development, beauty. Public art has all too often been directly associated with the displacement of families and individuals when used as an economic development tool in historically low-income communities without proper protections in place against displacement. With a well-thought-out anti-displacement strategy in place, public art can be transformative for historically low-income neighborhoods everywhere.

The [Punto Urban Art Museum \(http://puntourbanartmuseum.org/\)](#) (PUAM), a public art initiative founded by North Shore Community Development Corporation (NSCDC) in Salem, Massachusetts, is addressing this head on as we enter a third year of programming.

NSCDC has been based in the Point neighborhood in Salem for 40 years, founded as a community organizing initiative in a neighborhood that was and remains a predominantly low-income, majority-minority community adjacent to downtown Salem, a thriving small city just 13 miles north of Boston along Massachusetts' North Shore. Always an immigrant community, residents of the Point have experienced deep stigma and social isolation for generations. The same was true when the neighborhood was largely home to Franco-American immigrants from Quebec as it is today as a Dominican and Caribbean enclave.

NSCDC, the Point Neighborhood Association, the City of Salem, and



[Mickey Northcutt](#)  
(<http://www.americansforthearts.org/users/17382>)





planning process in 2013 which led to the creation of the Point Vision & Action Plan. This action plan laid out dozens of priorities driven by resident and business owner input from an award-winning community engagement process that engaged hundreds of people in the Point, all driven towards improving the quality of life. This plan identified the reduction of stigma as one of the highest priorities. The negative portrayals of the Point and its population was seen as detrimental to young people especially, and as driving a wedge between the neighborhood and everywhere else. The negative stigma simply didn't match the reality on the ground: the Point is a welcoming, family-friendly neighborhood.

After seeing increased levels of engagement when utilizing arts and creativity in our community organizing work and in a temporary pilot mural project, NSCDC began to take art and placemaking more seriously as a strategy to address the community priority of reducing stigma.

PUAM was launched in 2017, and after two seasons, residents and visitors can see 75 murals within a 3-block radius. Fifty percent of the artists invited were amongst the most talented in the world, while the other 50% were local artists, with a priority for Point and Salem-based artists.

The results? Dramatic.

The project has brought an onslaught of positive media coverage to the Point neighborhood, with positive mentions in local and international acclaimed news media such as *The Boston Globe*, *Juxtapoz* magazine, *New England Design* magazine, the Peabody-Essex Museum member newsletter, and more.

The Point has finally connected to Salem's thriving tourist economy. Destination Salem, the official local tourism authority, highlighted PUAM in their 350,000+ print annual guidebook to Salem, driving thousands of visitors from around the



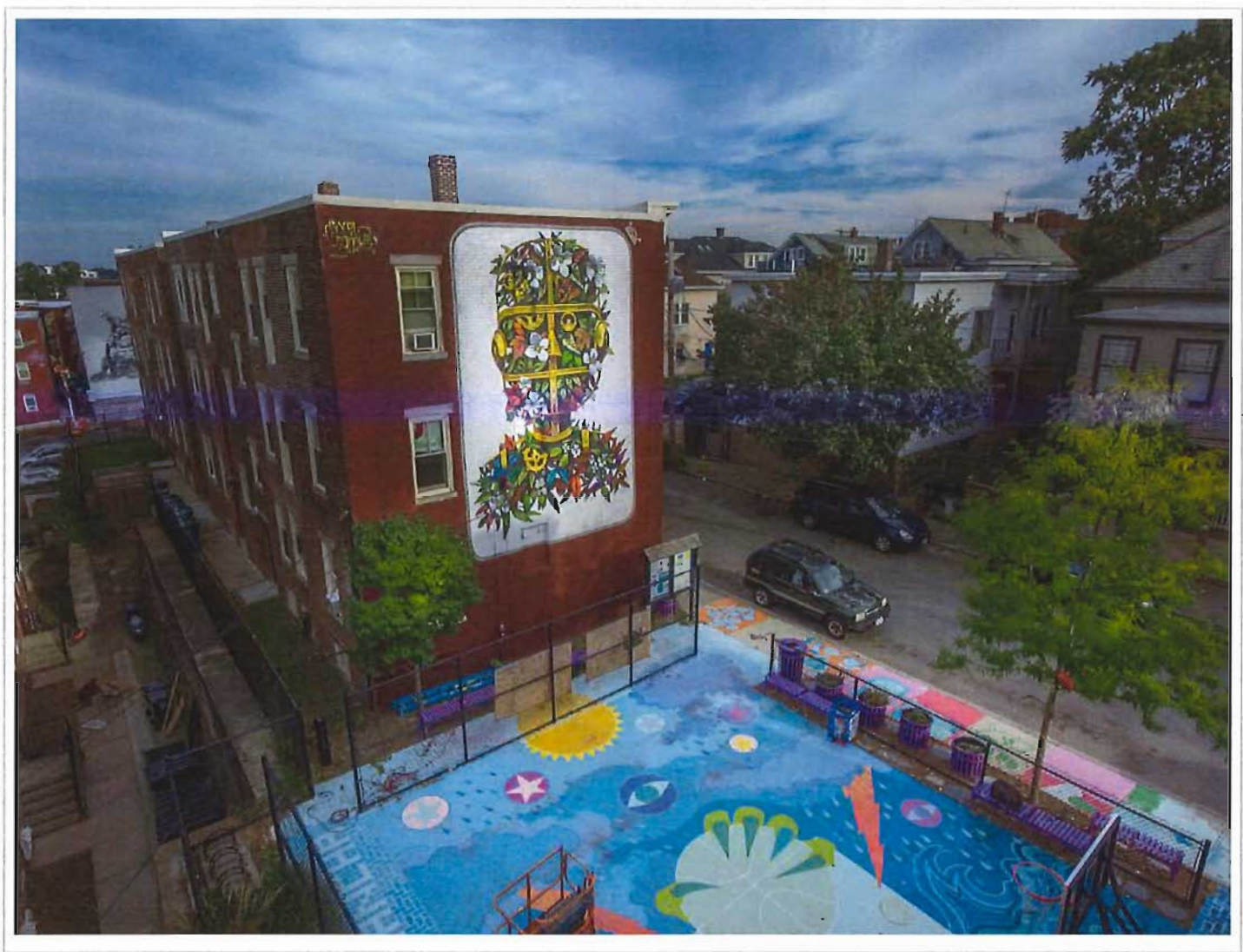


world to the Point for with many visiting for the first time. Small business owners in the Point report a significant increase in foot traffic with a measurable impact



Shore's strongest institutions. The world renowned, Salem-based [Peabody-Essex Museum](https://www.pem.org/) (<https://www.pem.org/>) has embraced the project as an advisory and commissioned an installation in an NSCDC-developed pocket park in the heart of the Point neighborhood—a remarkable example of inclusive investment reflecting PEM's priority as an institution of advancing equity.

Our staff have been stopped on the street more times than we can count by people who say their perspective toward the Point has changed for the better. Our community development partners know that this isn't something we expect during the normal course of our work.



What Makes PUAM special?

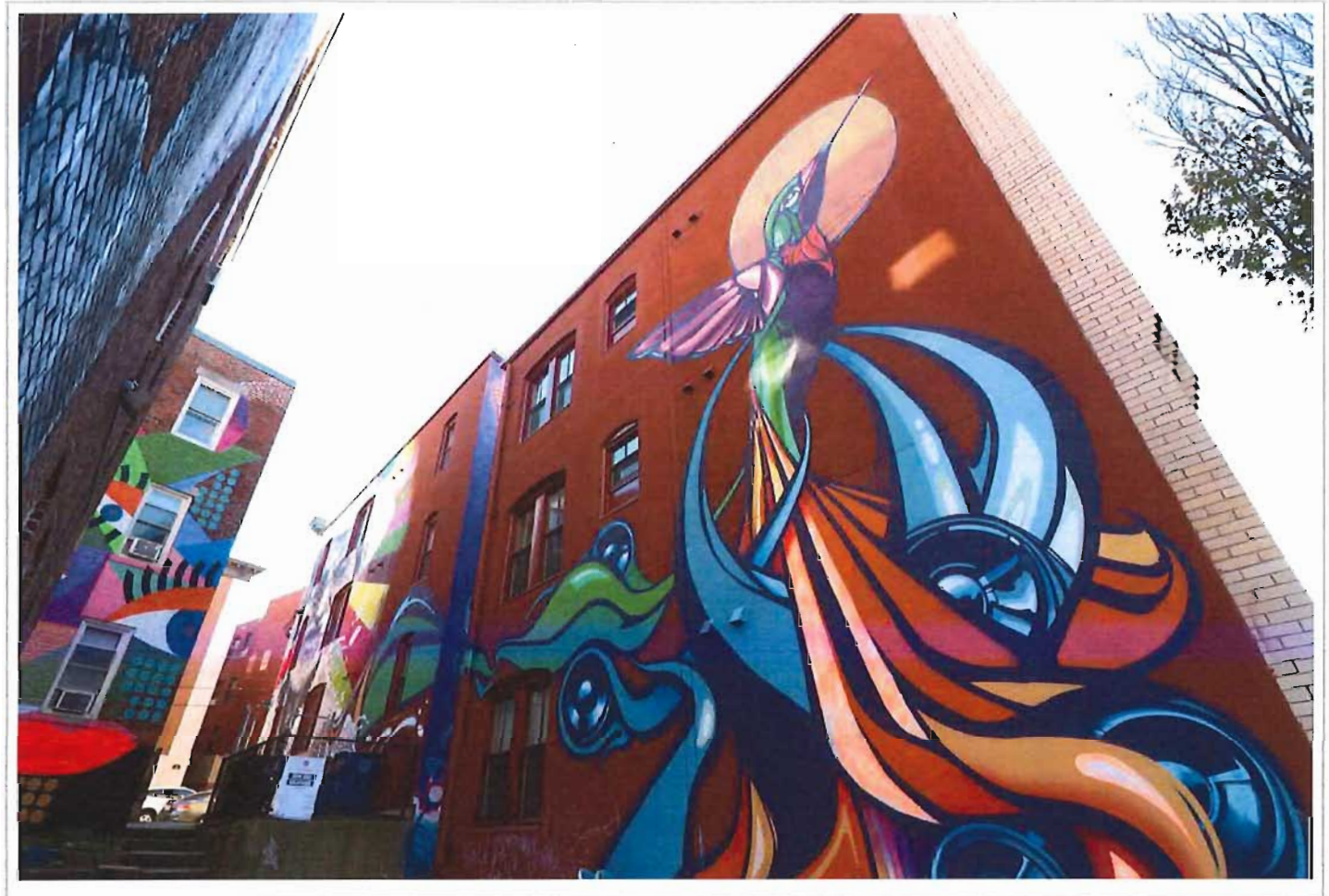
PUAM has established a simple model for leveraging public art to benefit low-income neighborhoods in an equitable way that doesn't equal displacement.

PUAM is ultimately governed by NSCDC's Board of Directors, whose by-laws provide that one-third of the directors be low-income or live in a low-income census tract served by NSCDC. Residents and small business owners in the Point have a seat at the table when the organization's priorities are set.

All of the public art in PUAM is on properties which are either permanently deed-restricted as affordable housing (rent controlled), are public properties, or



The priority placed on opportunities for local artists sets PUAM apart from many of the mural programs around the United States. In addition, NSCDC will build upon this with entrepreneurship training for local artists beginning in 2019.



The impact of PUAM will always come back to improving the quality of life for families in the Point. A favorite anecdote shared with our staff by a group of parents living in NSCDC-owned properties with murals on them was that the parents' children now give directions to each others' homes by referencing which mural dots their building. One such parent said with a smile, "My son proudly tells his teachers that he lives in the building with the mockingbird on it, and that his aunt lives in the building with the farmer on it. He loves his neighborhood!"

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# Scottsdale Public Art

MENU



## SUPPORT THE ARTS IN SCOTTSDALE

Art inspires and sustains us. We look to you, our community of arts lovers, for help in this critical moment. Please consider becoming a ONE Member or giving a donation today to support the arts in Scottsdale.

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art's at the heart more developers embrace public art as part of residential projects.

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### NEWS

July 23, 2019

Miami-based Pinnacle Housing Group develops affordable housing communities that look more like luxury properties and aims to bring entire neighborhoods up in value in the process. Their secret weapon? A major investment in public art.



Painting Pinnacle's art installations—pieces are to be ongoing, increasing the art piece catalog in the public eye, often standing out with bold designs, bright colors and noticeable placement. But the pieces are paid for by the four Pinnacle partners, purchased separately from project funding and permanently part of their respective affordable communities—even though they technically remain under private ownership.

Partners Louis Wolfson III, David Deutch, Michael Wohl and Mitchell Friedman have spent nearly \$2 million on large-scale murals, paintings, sculpture and other pieces by up-and-coming artists. The works appear on site at 52 Pinnacle properties in Florida, Mississippi and Texas. They are eye-catching and often daring, including colorful murals that descend from the top of a high-rise (Vista Mar, artist Christian Bernard), a four-story tall figure of a dancing woman (Los Suenos, artist Romero Britto), and dozens more.

"We're saying to our residents: This is going to be unlike any affordable housing you've ever heard of, seen or been a part of in your lives. We're going to take it up to a new level. You're going to live with more amenities, beautiful architecture, beautiful landscaping and art in public places," said Wolfson, whose family has a legacy of promoting arts and culture in Florida. His uncle, Mitchell Wolfson Jr., founded the Wolfsonian Museum at Florida International University. His mother, Lynn Wolfson, was a major benefactress of Miami performance art organizations until her death in 2012.

Wolfson sees the pieces that grace the properties not only as an investment that benefits the residents and encourages them to be proud of where they live, but one that speaks to the company's desire to improve the property values in every neighborhood where Pinnacle builds.

"Pinnacle has a reputation of sparking restoration and revitalizing neighborhoods. That's because of the quality of these communities and the way they're maintained and the colors and art and the architecture," Wolfson III said.

Recently, the company expanded its artistic effort, partnering with the Moving the Lives of Kids mural project to paint numerous murals at the Little Haitian Soccer Park in Little Haiti. Volunteers, including many kids and teens, were residents of a nearby Pinnacle development who were paid a stipend for their time and trained by professional artists before beginning work on the murals.

"It gets them [to] be a part of improving their neighborhood and then taking pride in their neighborhood," Wolfson said. The company partnered with the Miami Community Foundation and the Wolfson Family Foundation to make the project possible.

The Pinnacle principals' willingness to spend large sums of personal money on art sets them apart from many affordable and multifamily developers. At least 30 U.S. cities have ordinances in place that mandate the incorporation of financial support for public art into any development agreement, but those ordinances don't always apply to multifamily housing.

Scottsdale, Ariz. was an early adopter of a zoning overlay that requires commercial/mixed-use developers in the downtown district to incorporate public art into their projects or pay a 1 percent in-lieu fee. In late 2012, city leaders approved broadening the ordinance to include multifamily projects.

Over the 28 years that the original public art ordinance has been in place, funding has been used to establish Scottsdale as essentially a giant Southwestern outdoor art museum. There are more than 100 pieces of public art around the city. Some are multi-purpose, like the Paolo Soleri Bridge and Plaza—which is not only a bridge over the Arizona Canal but a time piece (it functions like a garden sundial) and community space.

There are increasingly more, even as they multiply, celebrating the legacy, a bronze, aluminum sculptural depiction of a Pony Express mail delivery handoff. The piece is also the end of the line for the annual HashKnife Pony Express ride, a 200-mile reenactment of the iconic Western mail service.

"The community loves it," said Donna Isaac, associate director of Scottsdale's Public Art Program. Scottsdale is also home to one of the five LOVE sculptures by pop artist Robert Indiana, which have become public art icons. The Scottsdale aluminum LOVE, which people can climb on and around, can be found in the Scottsdale Civic Center Mall.

Upcoming new public art for Scottsdale will include a new installation in conjunction with Alliance Residential's Broadstone at Waterfront, a luxury mixed-use development that will include housing. A panel of potential international artists will be considered for the commission, and the public art feature may become a distinctive marker for the community's entrance adjacent to the Arizona Canal.

In Scottsdale, selecting what art projects are funded with developer fees is a public process that includes public input and feedback, giving the community ownership of pieces that can become key community identifiers.

"The art actually becomes a landmark for them in their development. People will say, 'OK, I'll meet you at The Doors,' and everybody knows where that is," said Dan Symer, senior planner for the city of Scottsdale. The Doors, by Philadelphia artist Donald Lipski, were commissioned by Starwood Capital Group LLD, Golub & Company and IDM Properties.

Incorporating public art into multifamily projects is one way to attract more interest in a property but can become a wasted opportunity if the art isn't actually interesting, says community engagement expert Peter Kageyama.

Author of a book called "For the Love of Cities" and co-founder of the Creative Cities Summit, Kageyama travels the country facilitating conversations between city leaders and citizens that often result in fun community projects.

"Developers and cities get a little cautious about this stuff. Either the art is not interesting and edgy enough, and you get this watered down pabulum kind of public art that's really not great art, or it's really not fun and weird enough that people would really enjoy it," Kageyama said.

He's developed a four-part sniff test for public art that's worth considering before you decide to plan a project for your multifamily community.

"No. 1: Is it fun? No. 2: Does it invite you to touch it, climb on it, engage with it, maybe even skateboard on it? No. 3: Does it bring people together? No. 4: Does it make people smile? There's lots of great art out there in public, but it doesn't necessarily make you smile," Kageyama said. He encourages the cities he works with to push for affection and joy generating installations.

Pinnacle's choices have veered toward the interesting and aggressive, avoiding watered down pabulum completely. One of their bravest choices is a giant set of eyes that reside at the top of the Pinnacle Place apartments in Little Haiti. At 22 feet long and 12 feet high, the eyes, a piece called "I, Eye, See" by Rimaj Barrientos, seem to watch everything in the neighborhood below. Another development, Miami's Friendship Tower, has giant metal figures above its main door representing a man, woman and child. Are they robots, aliens or futuristic beings? Only the artists, husband and wife team Nicholas Nehaniv and Colleen Kelley, know for sure.

Some people love the art in the communities, some people hate the art in the communities, but what everyone thing it will do is spark conversation," said Wolfson. And if that leads an improved community dialogue, the art has done its job.

*You can read additional multi-housing stories by Leah Etling on The Balance Sheet.*

Article by Multi-Housing News Online

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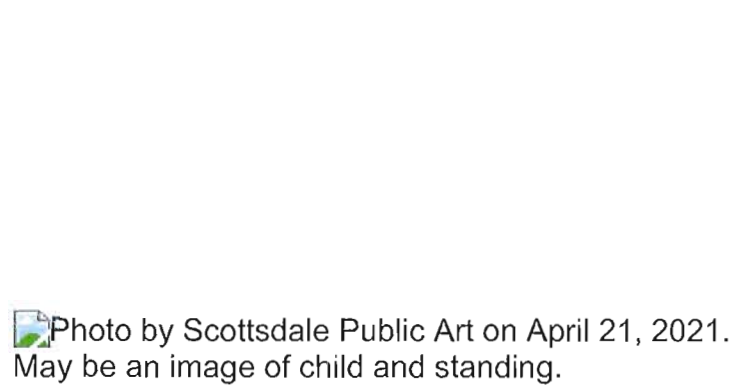
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 Photo by Scottsdale Public Art on April 27, 2021.  
May be an image of outdoors.

 Photo by Scottsdale Public Art on April 26, 2021.  
May be an image of outdoors.

 Photo by Scottsdale Public Art on April 23, 2021.  
May be an image of 4 people, child, people standing and outdoors.

 Photo by Scottsdale Public Art on April 22, 2021.  
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# AFFORDABLE HOUSING LEADER, PINNACLE, OFFERS ART IN PUBLIC PLACES AROUND MIAMI

ART / 04/15/2020



Local leaders in affordable housing and Art in Public Places throughout Miami, Pinnacle, have commissioned public art from both local and rising artists alike throughout Wynwood, Little Havana, Brickell and more. You

Written by:  
Prism Admin

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## RELATED ARTICLES



5 GREAT HANGS FOR OUTDOOR HAPPY HOURS



Louis Wolfson III co-founded company wants you to know that they're not random murals. They're transforming their bare buildings into vibrant moments of joy. If you're like us, you're looking for a fun field trip so these pieces are a great way for residents to feel inspired on a daily walk or car ride.

## Allapattah

### “Declaration of Hope” by Rey Jaffet

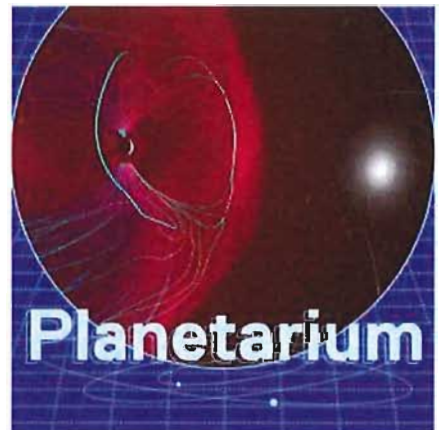
Located on the eastern facade of Pinnacle Heights and commissioned by Pinnacle’s Art in Public Places Program, “Declaration of Hope” is the tallest mural in Miami at 14 stories high. The mural depicts influential people from different backgrounds in the artist’s life with a message to stay unified and hopeful, with “We Are One” illustrated at the top. Miami Heat star Chris Bosh is a fan of Jaffet and the piece, posing for pictures on-site after completion.



**AGUCATE SANCTUARY OF LOVE: A HIDDEN GEM SERVING VEGAN DISHES WITH A LATIN TWIST IN KENDALL**



**3 THINGS TO DO THIS WEEK: APRIL 26TH – MAY 2ND**







Ray Jaffet

## Midtown

**“Floating Girl” by Romero Britto. “Dreams”, a collaboration of 20+ international artists**

Romero Britto’s four-story “Floating Girl” adorned to Pinnacle’s Los Sueños community has become a vibrant visual icon in the city. Designed by one of

from the unique colors of Miami's big blue skies, turquoise waters and bright red-orange sunsets. On the eastern facade of Los Sueños, a group of 20+ international artists recently completed one of the area's largest murals, which depicts the dreams and visions of the artists with one unified message: never stop dreaming.



Eileen Escarda

## Little Havana

### **“Mother Earth” by Kyle Holbrook of MLK Mural Projects**

Located on the facade of Pinnacle's Rayos del Sol community in Little Havana, local artist Kyle Holbrook's art depicts Mother Earth watching over the community while draped in traditional Cuban patterns, flowers and the national bird of Cuba. The bright color choices illuminate the Miami skyline.





Eileen Escarda

## Brickell

**Original art by Anthony Ardavin, Kyle Holbrook, Rey Jaffet, Robert McKnight, and Kench (a.k.a. Kenneth DeGeorge)**

Pinnacle's Art in Public Places commissioned five local artists to artfully design six columns (underneath the Metrorail) at the groundbreaking of The Underline's 'Brickell Backyard' in 2018. In addition to wanting to bring an "unexpected lighter, happier feeling" to residents and visitors who walk linear park, Wolfson's goal was to inspire other able businesses and artists to sponsor and beautify the remaining 400+ columns, such as Bo Draga's 'Miami Dominoes'. The columns are located just outside of Brickell View Terrace, Pinnacle's award-winning mixed use/mixed income multi family community, the first-of-its-kind in the area.



World Red Eye

Learn more about the art in public places program [here](#).

Cover photo by Eileen Escarda.

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**Thursday, April 15, 2021**

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		November 2020 through November 2022	James
		November 2020 through November 2022	James
Dean Harley 606 NW 8 th Street Dania Beach, FL 33004-2320 513-652-5140 <a href="mailto:dharley@broward.edu">dharley@broward.edu</a>	February 9, 2021	November 2020 through November 2022	Lewellen
Keith Roberts 4417 SW 27 th Terrace Dania Beach, FL 33312 954-309-5555 <a href="mailto:bkars2020@aol.com">bkars2020@aol.com</a>	February 9, 2021	November 2020 through November 2022	Lewellen
Patricia De La Fuente 195 NE 2 nd Street Dania Beach, FL 33004 401-206-1976 <a href="mailto:Patricia.dlfz@gmail.com">Patricia.dlfz@gmail.com</a>	February 23, 2021	November 2020 through November 2022	Davis
Mario A. Callejas, Jr. 4485 SW 25th Terrace Fort Lauderdale, FL 33312	April 13, 2021	November 2020 through November 2022	Davis
Randy Wright 4391 SW 34 th Lane Ft. Lauderdale, FL 33312 954-983-6920 <a href="mailto:rcwpaw@juno.com">rcwpaw@juno.com</a>	February 9, 2021	November 2020 through November 2022	Salvino

**AIRPORT ADVISORY BOARD  
MEMBERSHIP  
Thursday, April 15, 2021**

<b>Name/Address Phone Number</b>	<b>Date Appointed</b>	<b>Term</b>	<b>Commission Appointment</b>
Gary Luedtke 4461 SW 34 Drive Fort Lauderdale, FL 33312-5513 954-966-8013 <a href="mailto:gluedtke@gmail.com">gluedtke@gmail.com</a>	February 9, 2021	November 2020 through November 2022	Salvino
Charlene Tanner 1024 SE 5th Avenue, Unit 1 PL 954-817-4541 <a href="mailto:Charlenetanner@comcast.net">Charlenetanner@comcast.net</a>	February 9, 2021	November 2020 through November 2022	Odman
Dolores Boegli 173 NE 6 Court Dania Beach, FL 33004 954-549-5854 <a href="mailto:doloresboegli@bellsouth.net">doloresboegli@bellsouth.net</a>	February 9, 2021	November 2020 through November 2022	Odman



**CREATIVE ARTS COUNCIL ADVISORY BOARD  
MEMBERSHIP  
Friday, March 26, 2021**

<b>Name/Address Phone Number</b>	<b>Date Appointed</b>	<b>Term</b>	<b>Appointment</b>
Patricia Chukerman 545 SE 4 th Court Dania Beach, FL 33004 954.552.9996 (C) 954.929.8289 (H) <a href="mailto:bykermom@me.com">bykermom@me.com</a>	February 23, 2021	November 2020 through November 2024	Salvino
		November 2020 through November 2024	Davis
Lilli Schipper 716 SE 3 rd Court Dania Beach, FL 33004 954.347.7402 <a href="mailto:lilli@lillirachel.com">lilli@lillirachel.com</a>	January 14, 2020	November 2018 through November 2022	Lewellen
Roseprimevere Jacques 501 E Dania Beach Boulevard, 3J Dania Beach, FL 33004 954.261.4325 <a href="mailto:jroseprimevere@gmail.com">jroseprimevere@gmail.com</a>	September 23, 2019	November 2018 through November 2022	Odman
Natalie Taveras 2411 SW 45th Street Dania Beach, FL 33312 954.822.1440 <a href="mailto:ntaveras26@gmail.com">ntaveras26@gmail.com</a>	March 23, 2021	November 2020 through November 2024	James

# CREATIVE ARTS COUNCIL ADVISORY BOARD MEMBERSHIP

**Friday, March 26, 2021**

<b>Name/Address Phone Number</b>	<b>Date Appointed</b>	<b>Term</b>	<b>Appointment</b>
Laura Lombardo 1401 NW 10 th Street, Apt. South Dania Beach, FL 33004 954.258.1985 <a href="mailto:Laurarosey17@gmail.com">Laurarosey17@gmail.com</a>	February 16, 2019	February 16, 2019 through February 16, 2021	Ad Hoc Committee
Tony Walsh 235 SE 9 th Street Dania Beach, FL 33004 904.252.1118 <a href="mailto:TWalshArts@aol.com">TWalshArts@aol.com</a>	February 16, 2019	February 16, 2019 through February 16, 2021	Ad Hoc Committee
			Ad Hoc Committee
			Ad Hoc Committee
			Ad Hoc Committee
			Ad Hoc Committee
Rose Lizana Dania Beach Press P.O. Box 128 Dania Beach, FL 33004 954.925.4227 <a href="mailto:daniapress@aol.com">daniapress@aol.com</a>	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 <a href="mailto:rshane@daniabeachchamber.org">rshane@daniabeachchamber.org</a>	NA	NA	Associate Member

# CREATIVE ARTS COUNCIL ADVISORY BOARD MEMBERSHIP

**Friday, March 26, 2021**

<b>Name/Address Phone Number</b>	<b>Date Appointed</b>	<b>Term</b>	<b>Appointment</b>
President of the Dania Beach Paul DeMaio Friends of the Library Linda Wilson 1547 Adams Street Hollywood, FL 33020 954.929.8712 <a href="mailto:lb_wilson@bellsouth.net">lb_wilson@bellsouth.net</a>	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 <a href="mailto:info@visitdaniabeach.com">info@visitdaniabeach.com</a>	NA	NA	Associate Member
Dania Beach Improvement Committee Representative Patricia Hart 954.922.8179 Cell: 954.895.8179 <a href="mailto:pbubbahart@bellsouth.net">pbubbahart@bellsouth.net</a>	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 <a href="mailto:ebrown@daniabeachfl.gov">ebrown@daniabeachfl.gov</a>	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 <a href="mailto:mbryan@daniabeachfl.gov">mbryan@daniabeachfl.gov</a>	NA	NA	Associate Member

**CREATIVE ARTS COUNCIL ADVISORY BOARD  
MEMBERSHIP**

**Friday, March 26, 2021**

<b>Name/Address Phone Number</b>	<b>Date Appointed</b>	<b>Term</b>	<b>Appointment</b>
Don Mizell 187 NE 6 Ct. Dania Beach, FL 33004 310.343.3547 <a href="mailto:dmaceco@gmail.com">dmaceco@gmail.com</a>	February 2013	NA	Honorary Member
Carolyn Jones 722 SW 3 rd Street P.O. Box 1242 Dania Beach, FL 33004 954.920.0727 <a href="mailto:Cj2002@bellsouth.net">Cj2002@bellsouth.net</a>	March 2016	NA	Honorary Member

**EDUCATION ADVISORY BOARD  
MEMBERSHIP  
Thursday, April 01, 2021**

<b>Name/Address Phone Number</b>	<b>Date Appointed</b>	<b>Term</b>	<b>Commission Appointment</b>
		November 2020 through November 2024	Davis
Rev. Paul R. Wiggins 321 SE 3rd Street, #905 Dania Beach, FL 33004 954-927-6703 – Office 954-644-2648 – Cell <a href="mailto:pastorgreatermtzioname@aol.com">pastorgreatermtzioname@aol.com</a>	January 12, 2021	November 2020 through November 2024	James
		November 2018 through November 2022	Odman
Amy Urdaneta 261 SW 4th Street Dania Beach, FL 33004 954-558-7408 <a href="mailto:amyurdanetadvn@gmail.com">amyurdanetadvn@gmail.com</a>	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) <a href="mailto:Bcarlton917@gmail.com">Bcarlton917@gmail.com</a>	February 9, 2021	November 2020 through November 2024	Salvino
Principal Tracey Jackson 754-323-5150 <a href="mailto:tracy.jackson@browardschools.com">tracy.jackson@browardschools.com</a>  Assistant Principal Maureen Keenan <a href="mailto:maureen.keenan@browardschools.com">maureen.keenan@browardschools.com</a>		February 2013 through	Ex-Officio Collins Elementary School

**EDUCATION ADVISORY BOARD  
MEMBERSHIP  
Thursday, April 01, 2021**

<b>Name/Address Phone Number</b>	<b>Date Appointed</b>	<b>Term</b>	<b>Commission Appointment</b>
Principal Lewis Jackson 754-323-5350 <a href="mailto:lewis.jackson@browardschools.com">lewis.jackson@browardschools.com</a>  Assistant Principal Leslie Phillips <a href="mailto:leslie.phillips@browardschools.com">leslie.phillips@browardschools.com</a>		February 2013 through	Ex-Officio Dania Beach Elementary School
Principal Valerie Harris 754-323-3800 <a href="mailto:valerie.harris@browardschools.com">valerie.harris@browardschools.com</a>		February 2013 through	Ex-Officio Olsen Middle School
Kenyatta McKie Assistant Principal, Olsen Middle School 5960 SW 24 th Place, Apt. #302 Davie, FL 33314 954-548-1013 <a href="mailto:Kenyatta.McKie@browardschools.com">Kenyatta.McKie@browardschools.com</a>	March 9, 2021	March 2021 through November 2024	Ad-Hoc

# GENERAL EMPLOYEES PENSION BOARD MEMBERSHIP

**Wednesday, March 10, 2021**

<b>Name/Address Phone Number</b>	<b>Date Appointed</b>	<b>Term</b>	<b>Position</b>
		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 <a href="mailto:luis@stagedrightevents.com">luis@stagedrightevents.com</a>	March 9, 2021	March 22, 2021 through March 22, 2023	Commission Appointment
Adam Segal City of Dania Beach 100 W. Dania Beach Boulevard Dania Beach, FL 33309 954-924-6800 x 3620 <a href="mailto:asegal@daniabeachfl.gov">asegal@daniabeachfl.gov</a>	May 23, 2017	Open	Commission Appointment (Finance Director or Designee)
Leo Williams 8761 NW 10 th Street Pembroke Pines, FL 33024 954-651-5031 <a href="mailto:leosupt@aol.com">leosupt@aol.com</a>	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 <a href="mailto:corichurch.lajoie@gmail.com">corichurch.lajoie@gmail.com</a>	August 14, 2019	June 21, 2019 through June 21, 2022	Employee Elected



**GREEN ADVISORY BOARD  
MEMBERSHIP  
Friday, February 26, 2021**

<b>Name/Address Phone Number</b>	<b>Date Appointed</b>	<b>Term</b>	<b>Commission Appointment</b>
Charlene Hogan 233 SE 4th Street Dania Beach, FL 33004 954-802-1527 <a href="mailto:Chargator233@aol.com">Chargator233@aol.com</a>	February 9, 2021	November 2020 through November 2022	Odman
Kasia Johnson 466 SE 14 th Street Dania Beach, FL 33004 954-300-6764 <a href="mailto:Kasia_johnson@comcast.net">Kasia_johnson@comcast.net</a>	February 23, 2021	November 2020 through November 2024	Davis
		November 2020 through November 2024	James
Patricia Chukerman 545 SE 4 th Court Dania Beach, FL 33004 954-552-9996 (C) 954-929-8289 (H) <a href="mailto:bykermom@me.com">bykermom@me.com</a>	February 9, 2021	November 2020 through November 2024	Salvino
Laura Lombardo 1401 NW 10 th Street, Apt. South Dania Beach, FL 33004 954-258-1985 <a href="mailto:Laurarosey17@gmail.com">Laurarosey17@gmail.com</a>	January 14, 2020	November 2018 through November 2022	Lewellen
David Simonetta 908 E Las Olas Boulevard Fort Lauderdale, FL 33301 954-837-3090 <a href="mailto:davidjsimonetta@gmail.com">davidjsimonetta@gmail.com</a>	January 8, 2019	November 2018 through November 2020	Ad Hoc (James)

**MARINE ADVISORY BOARD  
MEMBERSHIP  
Friday, February 26, 2021**

<b>Name/Address Phone Number</b>	<b>Date Appointed</b>	<b>Term</b>	<b>Commission Appointment</b>
Chris Barile 5099 SW 28 th Avenue Dania Beach, FL 33312 954-989-8260 (Home) 954-494-1920 (Cell) <a href="mailto:chrisbarile@bellsouth.net">chrisbarile@bellsouth.net</a>	February 9, 2021	November 2020 through November 2024	Salvino
Thomas G. Angelos 218 SW 13th Street Dania Beach, FL 33004 954-670-6099 <a href="mailto:T_Angelos@yahoo.com">T_Angelos@yahoo.com</a>	February 9, 2021	November 2020 through November 2024	Salvino
Jason Clark 661 SE 15th Street, Apt. 107 Dania Beach, FL 33004 571-235-7192 305-800-2677 (Alternate) <a href="mailto:clarkjasonr@gmail.com">clarkjasonr@gmail.com</a>	January 12, 2021	November 2020 through November 2024	James
		November 2020 through November 2024	James
Clive Taylor 642 NE 3 rd Street Dania Beach, FL 33004 954-923-4439 (Home) 954-830-8855 (Cell) <a href="mailto:cetriumph@aol.com">cetriumph@aol.com</a>	December 11, 2018	November 2018 through November 2022	Lewellen
Sharon Malone 111 SE 1st Street #117 Dania Beach, FL 33004 954-662-9537 <a href="mailto:Sharon@thedestinationconnection.com">Sharon@thedestinationconnection.com</a>	December 11, 2018	November 2018 through November 2022	Lewellen

**MARINE ADVISORY BOARD  
MEMBERSHIP  
Friday, February 26, 2021**

<b>Name/Address Phone Number</b>	<b>Date Appointed</b>	<b>Term</b>	<b>Commission Appointment</b>
Dean Grant 503 N 2 nd Place Dania Beach, FL 33004 954-868-6247 <a href="mailto:deanggrant@bellsouth.net">deanggrant@bellsouth.net</a>	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) <a href="mailto:craig@gwaflorida.com">craig@gwaflorida.com</a>	September 10, 2019	November 2018 through November 2022	Odman
Martin Proulx 195 NE 2 nd St. Dania Beach, FL 33004 954-321-0200 <a href="mailto:martina@aprecast.com">martina@aprecast.com</a>	February 23, 2021	November 2020 through November 2024	Davis
		November 2020 through November 2024	Davis

**PARKS, RECREATION & COMMUNITY AFFAIRS**  
**ADVISORY BOARD MEMBERSHIP**  
**Wednesday, March 10, 2021**

<b>Name/Address Phone Number</b>	<b>Date Appointed</b>	<b>Term</b>	<b>Commission Appointment</b>
		November 2020 through November 2022	Lewellen
Pilar Rodriguez 5189 SW 28th Avenue Dania Beach, FL 33004 305-632-0493 <a href="mailto:thankyoupillar@att.net">thankyoupillar@att.net</a>	February 9, 2021	November 2020 through November 2022	Lewellen
Simone Chait 228 SE 8 Street Dania Beach, FL 33004 310-738-2951 <a href="mailto:Bahamainma@sbcglobal.net">Bahamainma@sbcglobal.net</a>	March 9, 2021	November 2020 through November 2022	James
Deborah Bell 713 SW 3 rd Street Dania Beach, FL 33004 954-292-0757 <a href="mailto:Deborock87@gmail.com">Deborock87@gmail.com</a>	February 23, 2021	November 2020 through November 2022	James
Mary Giovanini 500 NE 2 nd Street, #126 Dania Beach, FL 33004 954-292-0091 <a href="mailto:MaryGiovanini@hotmail.com">MaryGiovanini@hotmail.com</a>	February 23, 2021	November 2020 through November 2022	Davis
Morris Goldwire 20 NW 13 th Avenue Dania Beach, FL 33004 234-223-6467 <a href="mailto:Goldwire75@gmail.com">Goldwire75@gmail.com</a>	February 23, 2021	November 2020 through November 2022	Davis

**PARKS, RECREATION & COMMUNITY AFFAIRS**  
**ADVISORY BOARD MEMBERSHIP**  
**Wednesday, March 10, 2021**

<b>Name/Address Phone Number</b>	<b>Date Appointed</b>	<b>Term</b>	<b>Commission Appointment</b>
Christine LaBarca 235 SE 8 th Street Dania Beach, FL 33004 954-292-1441 <a href="mailto:christinelabarca@aol.com">christinelabarca@aol.com</a>	February 9, 2021	November 2020 through November 2022	Salvino
Richard "Rich" Aube 675 SE 2 nd Avenue Dania Beach, FL 33004 954-922-9411 954-336-5110 (Cell) <a href="mailto:raube@forliferealty.com">raube@forliferealty.com</a>	February 9, 2021	November 2020 through November 2022	Salvino
Sheila Moorehead McCray 46 NW 14th Court Dania Beach, FL 33004 786-422-3707 <a href="mailto:sofftekk@gmail.com">sofftekk@gmail.com</a>	February 9, 2021	November 2020 through November 2022	Odman
Markus Slamanig 311 SE 3rd Street Apt. 501 Bldg. F Dania Beach, FL 33004 901-335-5740 <a href="mailto:markus.slamanig@gmx.at">markus.slamanig@gmx.at</a>	February 9, 2021	November 2020 through November 2022	Odman



# 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: May 11, 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

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On May 11th, St. Ruth's Missionary Baptist Church here in Dania Beach will be providing Covid-19 Vaccinations. We are working with senior Church leaders to get the word out and provide support as needed to ensure a successful endeavor. The lead agencies on this project are the National Guard and Florida Health Department. We are very grateful to Bishop Scott and the Church leaders for stepping up and offering their site and being selected.

On May 18th at 5:00 p.m., we will be having a Commission workshop at the IT Parker Center to discuss our Parks Master Plan and funding options to move forward per your direction/consensus to take the next step with our Finance Team/ consultant. Call-in information is as follows:

Dial(for higher quality, dial a number based on your current location):

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

Meeting ID: 147 420 2973

International numbers available: <https://meetings.ringcentral.com/teleconference>

We are extremely proud and excited to have your support to partner with CareerSource Broward this year. We are working closely with Summer Youth Employment Manager Ms. Latema King, who has been a pleasure to work with. I have asked her post program to provide testimonials to you/us from our Dania

Beach participants, as well as the businesses our youth served. We will seek the numbers at the commencement of the program, as well as the final numbers to ensure you are provided with all relevant information regarding this investment in the youth of our Community.

Our Dania Beach Payment Kiosk is fully operational, and our residents and utility clients are taking advantage of this new service opportunity. There is one payment Kiosk inside City Hall and the other outside, providing 24-hour service to our customers. Ease of use, safety and convenience were key elements we considered and implemented as we officially opened our Kiosks this past week.

On June 3rd at 5:30 p.m., in front of the Quarterdeck restaurant on our beautiful beach, we will officially commemorate a very unique and special project in Dania Beach with a ribbon cutting. The 1,000 Mermaids Project will move forward with the Mermaids Tail Selfie Station and module. We will continue to promote this environmental and artistic endeavor.

On June 9th or 10th at 5:30 p.m., we will be holding a ceremonial ribbon cutting at our West Lawn Cemetery. With this, we will have completed another tree planting and beautification project in our City.

My Goal to retain and recruit the best City Team is aligned with ensuring we seek the commitment and sacrifice necessary to grow as professionals. We have high expectations of all our leaders and leaders lead by example. I am extremely proud to announce that our ACM Candido Sosa-Cruz has been approved by the ICMA Board of Directors to receive his ICMA-CM Credentials. His hard work, dedication and commitment has paid off. The benefits to him, to our Team and to our City are endless.

All City Departments continue to perform and deliver at very high levels, ensuring that we maintain a standard of excellence you can all be proud of.