CITY OF DANIA BEACH CITY COMMISSION MEETING
MAY 25, 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 Resolution No. 2021-070, adopted May 11, 2021, related to conducting public meetings while under the public health emergency related to the spread of Novel Coronavirus Disease 2019 (COVID-19). The City Commission Chamber 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 25, 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://webinar.ringcentral.com/j/1488178724

Using your telephone – Dial: (469) 445-0100

Enter the meeting ID: 148-817-8724

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

AGENDA
DANIA BEACH CITY COMMISSION
VIRTUAL REGULAR MEETING
TUESDAY, MAY 25, 2021 - 7:00 PM

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

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

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

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

INDIVIDUALS WHO WISH TO MAKE ANY "CITIZEN'S COMMENTS" UNDER THAT PORTION OF THE CITY COMMISSION AGENDA, OR WHO OTHERWISE WANT TO ADDRESS THE CITY COMMISSION, MUST FIRST BE REGISTERED WITH THE CITY CLERK (FORMS ARE AVAILABLE OUTSIDE OF THE CITY COMMISSION CHAMBERS AND MUST BE GIVEN TO THE CLERK BEFORE THE MEETING). OTHERS WHO WANT TO ADDRESS THE COMMISSION ON ANY MATTERS MUST FIRST BE RECOGNIZED BY THE MAYOR. ALL SUCH PERSONS MUST USE THE PODIUM IN THE COMMISSION CHAMBER. NO MORE THAN ONE PERSON AT A TIME MAY ADDRESS THE COMMISSION FROM THE PODIUM. COMMENTS ARE ONLY TO BE MADE TO THE CITY COMMISSION AND ARE NOT TO BE DIRECTED TO THE AUDIENCE OR CITY STAFF.

NO INDIVIDUAL SHALL MAKE ANY SLANDEROUS OR UNDULY REPETITIVE REMARKS, OR ENGAGE IN ANY OTHER FORM OF BEHAVIOR THAT DISRUPTS OR IMPEDES THE ORDERLY CONDUCT OF THE MEETING, AS DETERMINED BY THE MAYOR. NO INDIVIDUAL MAY SPEAK DIRECTLY TO OR ADDRESS THE MAYOR, CITY COMMISSIONER OR CITY STAFF: COMMENTS ARE TO BE ONLY DIRECTED TO THE COMMISSION AS A WHOLE. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OF OR OPPOSITION TO A SPEAKER OR HIS OR HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE PERMITTED IN THE COMMISSION CHAMBER.

IF ANY PERSON'S CONDUCT AS DETERMINED BY THE MAYOR IS FOUND TO BE DISRUPTIVE OR INTERFERES WITH THE ORDERLY CONDUCT OF THE MEETING, THE PERSON MAY BE ASKED BY THE MAYOR TO LEAVE THE COMMISSION CHAMBERS; IF THE PERSON DOES NOT LEAVE AND THE CONDUCT PERSISTS, THE CITY POLICE DEPARTMENT WILL BE REQUESTED TO ESCORT THE INDIVIDUAL FROM THE CITY COMMISSION CHAMBERS.

ALL CELLULAR TELEPHONES ARE TO BE SILENCED DURING THE MEETING. ALL PERSONS EXITING THE COMMISSION CHAMBER SHALL DO SO QUIETLY. (RESOLUTION #2020-032)

1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

1. Presentation by Green Advisory Board - requested by Mayor James

2. Presentation on West Wing design proposal by Fernando Rodriguez, Director of Public Services

3. Update on NW 1st Street roadway improvements and beautification by Fernando Rodriguez, Director of Public Services

4. Update on Chamber of Commerce by Frank DiPaolo, Director of Finance

4. PROCLAMATIONS

1. National Gun Violence Awareness Day - 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 May 11, 2021 Virtual City Commission Meeting
   Approve Minutes of May 18, 2021 Parks Master Plan Workshop

2. Travel Requests: None

3. RESOLUTION NO. 2021-071

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING RESOLUTION NO. 2021-048 WHICH ESTABLISHED A SCHEDULE OF FEES FOR THE PARKS AND RECREATION DEPARTMENT FOR THE SUMMER CAMP PROGRAM; AMENDING THE SCHEDULE OF FEES TO INCLUDE THE CITY'S SUMMER CAMP PROGRAM AT C.W. THOMAS PARK; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

4. RESOLUTION NO. 2021-072

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A MID-YEAR BUDGET AMENDMENT BY THE HUMAN RESOURCES AND RISK MANAGEMENT DEPARTMENT TO FUND THE SENIOR ADMINISTRATIVE COORDINATOR POSITION FROM JULY 1 TO SEPTEMBER 30, 2021, IN AN AMOUNT NOT TO EXCEED THIRTY-THREE THOUSAND DOLLARS, ($33,000); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Human Resources & Finance)*

5. RESOLUTION NO. 2021-073

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXPENDITURES WITHIN THE TREE PRESERVATION FUND IN EXCESS OF THE SEVEN THOUSAND FIVE HUNDRED DOLLAR ($7,500.00) THRESHOLD PRESCRIBED BY CITY CODE SECTION 825-180(E); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

6. RESOLUTION NO. 2021-077

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, JOINING WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES ("AFSCME") UNION IN WAVING COLLECTIVE BARGAINING OVER THE ADDITION OF JUNETEENTH AS A PAID HOLIDAY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Human Resources)*

7. ORDINANCE NO. 2021-017

   AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE CITY OF DANIA BEACH, FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH THE FRANCHISE MAY BE EXERCISED; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(City Attorney)*

8. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2021-074

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN AGREEMENT ON BEHALF OF THE CITY PURSUANT TO CITY REQUEST FOR PROPOSALS ("RFP") NO. 21-004, ENTITLED "BEACH LIFEGUARD TOWERS", TO BE EXECUTED BY THE PROPER CITY OFFICIALS WITH BAUSCH ENTERPRISES, INC., IN A NOT TO EXCEED AMOUNT OF NINETY EIGHT THOUSAND TWO HUNDRED SEVENTY-SEVEN DOLLARS ($98,277.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

2. RESOLUTION NO. 2021-075

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID ("ITB") NO. 21-007 ENTITLED, "COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") YEAR 45 NEIGHBORHOOD IMPROVEMENTS PROJECT" TO MIGUEL LOPEZ JR., INC. IN THE AMOUNT OF ONE HUNDRED FIFTY-SEVEN THOUSAND ONE HUNDRED FIFTY DOLLARS ($157,150.00); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

3. RESOLUTION NO. 2021-076

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO WAIVE COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZE THE PROPER CITY OFFICIALS TO ENTER INTO AN AGREEMENT FOR REAL ESTATE AND MARKETING SERVICES WITH COLLIERS INTERNATIONAL SOUTH FLORIDA, LLC IN A NOT TO EXCEED AMOUNT OF FORTY FOUR THOUSAND DOLLARS ($44,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Manager)*

9. PUBLIC HEARINGS

10. DISCUSSION AND POSSIBLE ACTION

1. Affordable and Workforce Housing - Commissioner Lewellen

2. Discussion regarding amending the Art in Public Places Ordinance - City Attorney

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
   Commissioner Davis - 1 appointment
   Commissioner Lewellen - 1 appointment

13. ADMINISTRATIVE REPORTS

1. City Manager

2. City Attorney

3. City Clerk - Reminders

Tuesday, June 8, 2021 - 5:30 p.m.	CRA Board Meeting
Tuesday, June 8, 2021 - 7:00 p.m.	City Commission Meeting
Tuesday, June 22, 2021 - 7:00 p.m.	City Commission Meeting

14. ADJOURNMENT

Dania Beach Balloon Pollution | Alexis Guillen, Green Advisory Board Member

Summary

The City of Dania Beach has a responsibility to address balloon pollution in support of the Florida Air and Water Pollution Control Act to ensure cleaner waterways, reduced obstruction in storm drains and the greater protection of life.

> Ch 403.021(6), F.S. "*The Legislature finds and declares that control, regulation, and abatement of the activities which are causing or may cause pollution of the air or water resources in the state and which are or may be detrimental to human, animal, aquatic, or plant life, or to property, or unreasonably interfere with the comfortable enjoyment of life or property be increased to ensure conservation of natural resources; to ensure a continued safe environment; to ensure purity of air and water; to ensure domestic water supplies; to ensure protection and preservation of the public health, safety, welfare, and economic well-being; to ensure and provide for recreational and wildlife needs as the population increases and the economy expands; and to ensure a continuing growth of the economy and industrial development.*"[1]

Rationale

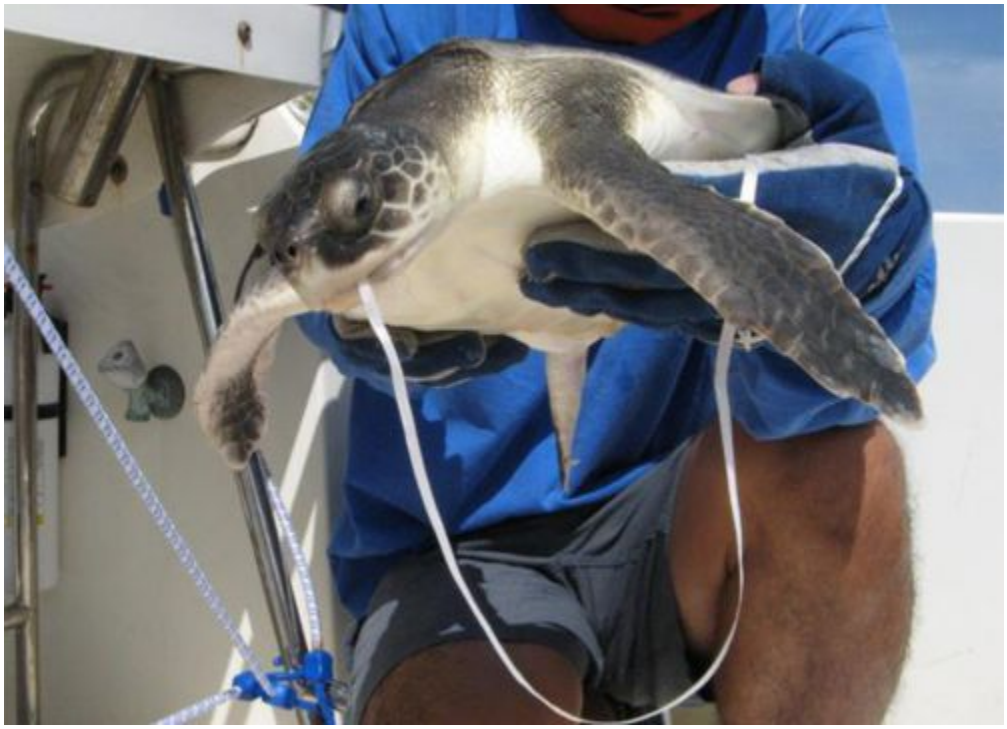
1. When released into the environment, a single balloon is transformed into a pollutant of our land and waterways. Their ability to travel hundreds, even thousands of miles is a global problem with local consequences. "We absolutely get patients in with ingested balloon pieces" is the statement I received from Carolina Segarra, the Director of Outreach and Volunteer Services for South Florida Wildlife Center, which often rescues and rehabilitates animals in Dania Beach.

2. The number of balloons found on beaches and coastlines has reportedly tripled over the past decade. Beyond polluting the environment, marine and aquatic plastic debris can be deadly for wildlife. For example, a new study reported that even a single piece of ingested plastic can be deadly for a sea turtle. Due to their physiology, sea turtles cannot regurgitate, therefore, any ingested plastic can block their digestive tract, leading to starvation and death. This is especially true for floating balloon debris, which sea turtles mistake for jellyfish, a favored prey.[2]

3. All released balloons, whether they are released intentionally or not, return to Earth as litter – including those marketed as "biodegradable latex". Balloons

kill countless animals and cause dangerous power outages.[3]

4. Balloon debris can even have an economic impact on communities, contributing to dirty beaches which drive away tourists, or causing power outages from mylar balloons covered in metallic paint and their ribbons tangling in power lines.[4]



Balloon debris can be harmful for wildlife, which may ingest or get entangled in it. Here, a sea turtle was found after ingesting balloon debris, likely mistaking it for food. (Photo Credit: Blair Witherington, Florida Fish and Wildlife Conservation Commission)

Great Blue Heron that had a balloon in its beak.(Photo Credit: South Florida Wildlife Center)

Conclusion:

As a member of the Green Advisory Board I move to recommend:

1. Dania Beach prohibit the use of balloons for all outdoor permitted activities
2. Dania Beach prohibit the use of balloons at all Parks & Recreation pavilions
3. Dania Beach recommend similar measures to be adopted by Broward County
4. Dania Beach engage in a social media campaign to educate residents and businesses of the unintended consequences resulting from balloon pollution

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[1] Florida Air and Water Pollution Control Act | 403.021 Legislative declaration; public policy https://www.flsenate.gov/Laws/Statutes/2012/403.021

[2] University of Michigan | THE ENVIRONMENTAL IMPACT OF BALLOON RELEASES AND SUGGESTIONS FOR ECO-FRIENDLY ALTERNATIVES By: Lara O'Brien, SEAS 2020 April 24, 2019

http://sustainability.umich.edu/news/balloon-release-impact
[3] U.S. Fish and Wildlife Service | Balloons and Wildlife: Please Don't Release Your Balloons
August 5, 2015
https://www.fws.gov/news/blog/index.cfm/2015/8/5/balloons-and-wildlife-please-dont-release-your-balloons
[4] National Oceanic and Atmospheric Administration, Office of Response and Restoration | Hold on to Those Balloons: They Could End Up in the Ocean
March 6, 2017
https://response.restoration.noaa.gov/about/media/hold-those-balloons-they-could-end-ocean.html

Proclamation

OFFICE OF THE MAYOR · CITY OF DANIA BEACH, FLORIDA

WHEREAS, every day, 100 Americans are killed by gun violence and on average, there are nearly 13,000 gun homicides every year. Americans are 25 times more likely to be killed with guns than people in other developed countries; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from dangerous people; and

WHEREAS, Hadiya Pendleton, a 15-year-old teenager, who marched in President Obama's second inaugural parade, was tragically shot and killed just weeks later in Chicago. To help honor Hadiya and the 100 Americans whose lives are cut short and the countless survivors who are injured by shootings every day, a national coalition of organizations has designated June 4, 2021 as the 7th National Gun Violence Awareness Day; and

WHEREAS, the idea was inspired by a group of Hadiya's friends who asked their classmates to commemorate her life by wearing orange, choosing this color because hunters wear orange to announce themselves to other hunters when in the woods and orange is a color that symbolizes the value of human life; and

WHEREAS, the tragic events at Marjory Stoneman Douglas High School, where gun violence resulted in the loss of 17 students and faculty, and the wounding of 17 others, brings greater attention to the need for awareness; and

WHEREAS, anyone can join this campaign by pledging to **WEAR ORANGE** on the first weekend in June of 2021, to help raise awareness about gun violence in America, and to honor the lives of gun violence victims and survivors. We renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands and to encourage responsible gun ownership to help keep our children and our communities safe.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Tamara James, Mayor of the City of Dania Beach, Florida, do hereby proclaim June 4th, the first Friday in June of 2021, as

National Gun Violence Awareness Day

in the City of Dania Beach and encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to prevent gun violence.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

DANIA BEACH · ESTABLISHED 1904 ·

TAMARA JAMES
MAYOR

MINUTES OF VIRTUAL REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, MAY 11, 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.

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)*

City Attorney Ansbro read the title of Resolution #2021-070 and gave an overview, noting this came about due to the Governor's order issued last week. Adoption of this resolution will allow continuing virtual meetings.

Commissioner Lewellen motioned to adopt Resolution #2021-070; seconded by Vice-Mayor Salvino. The motion carried unanimously.

3. Presentations and Special Event Approvals

3.1 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

Finance Director DiPaolo gave a PowerPoint presentation on the Comprehensive Annual Financial Report for Fiscal Year 2019-20, which is attached to and incorporated into these minutes.

Mr. Harvey gave a PowerPoint presentation on the Audit for Fiscal Year ending September 30, 2020, which is attached to and incorporated into these minutes.

The Commission thank Mr. Harvey and Finance Director DiPaolo and his team.

Commissioner Davis questioned when the current auditor contract expires.

Finance Director DiPaolo noted the initial contract was for three years and there are a few more renewals left.

3.2 Presentation by the Green Advisory Board - requested by Mayor James

This item was deferred until the May 25th meeting.

3.3 Presentation regarding Underwater Memorial opportunity - Candido Sosa-Cruz, Assistant City Manager

Assistant City Manager Sosa-Cruz referenced the presentation given recently by Public Services Director Rodriguez about the memorial tree program. He noted a second part of this memorial program is the Underwater Memorial program, which was spearheaded by Commissioner Odman. He explained the project and displayed an informative slide which is attached to and incorporated into these minutes.

Commissioner Odman further explained the memorial program and noted the pricing for the underwater program is like the tree program, and businesses would be handled by the Chamber of Commerce.

Assistant City Manager Sosa-Cruz continued with the details of the program and showed a video.

Vice-Mayor Salvino questioned if there would be a maintenance program to clear algae from the nameplates and plaques.

Assistant City Manager Sosa-Cruz responded 1000 Mermaids would care for the reef, but it would become part of the ecosystem.

Commissioner Odman noted the goal is for the names to be covered to be part of the marine life and cycle of life.

Commissioner Davis asked for clarification of the programs.

Assistant City Manager Sosa-Cruz said the programs are separate; the Chamber would promote the program to businesses and the memorial program would have nothing to do with businesses but has to do with loved ones.

3.4 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)* ***Withdrawn***

Eleanor Norena, Director of Community Development, noted she is withdrawing the request due to receiving notice at noon yesterday that the CRA withdrew their consent to have the fruit and vegetable stand located at the PATCH.

Commissioner Lewellen said she spoke to several people and there were a few churches willing to provide a location.

Director of Community Development Norena said they received a new application yesterday, but it is still pending staff comments. The Special Event request would be brought back to the next meeting.

Vice-Mayor Salvino said he thought the City owned the PATCH property.

Discussion ensued regarding the existence of an agreement between the City and CRA for the PATCH property.

4. Proclamations

4.1 Mental Health Awareness Month - Mayor James

Mayor James read the proclamation for Mental Health Awareness Month.

Jennifer Luciani, National Alliance on Mental Illness (NAMI) Broward Advocate, spoke about the mission and services NAMI Broward offers Broward residents at no charge and noted their programs make a positive difference in mental health outcomes.

4.2 National Teacher Appreciation Week - Commissioner Davis

Commissioner Davis read the proclamation for National Teacher Appreciation Week.

4.3 National Safe Boating Week - Mayor James

Mayor James read the proclamation for National Safe Boating Week.

5. Citizen Comments

Rev. Paul R. Wiggins, 321 SE 3rd Street, complimented the public schools in Dania Beach for their outstanding academics and noted the world needs to know about them.

Ferderlande Ferdinand, 1911 Roosevelt Street, Hollywood, questioned what the City is doing to protect children as her nephew was killed by a car on a street partially in Dania Beach and partially in Hollywood; there are no signs or speed humps. The memorial was removed by the City.

Mayor James noted we would work with the City of Hollywood.

City Manager Garcia said immediately after the accident, discussion occurred with Mayor James, our police and fire, and the City Manager of Hollywood. She extended the City's condolences and explained the need to clean up the memorial that was put there.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, reported on recent criminal activity in the City, traffic enforcement, homeless outreach, and food distribution.

Captain Sergio Pellecer, BSO District Fire Chief, reported on the vulnerable population and phone calls they will be receiving to register, and the Hurricane Preparedness Plan.

7. Consent Agenda

7.1 Minutes:
Approve Minutes of April 27, 2021 Virtual City Commission Meeting

7.2 Travel Requests: None

Resolutions

7.3 RESOLUTION #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)*

7.4 RESOLUTION #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)*

7.5 RESOLUTION #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)*

7.6 RESOLUTION #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)*

7.7 RESOLUTION #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)*

7.8 RESOLUTION #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)*

7.9 RESOLUTION #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)*

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

8. Bids and Requests for Proposals

There were no proposals on this agenda.

9. Public Hearings and Site Plans

9.1 ORDINANCE #2021-015

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)*

City Attorney Ansbro read the title of Ordinance #2021-015 and gave a brief overview of the code amendment.

Mayor James confirmed debris would be required to be cleared by enforcement of this ordinance.

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

Vice-Mayor Salvino motioned to adopt Ordinance #2021-015, on second reading; seconded by Commissioner Lewellen. The motion carried unanimously.

9.2 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. **(SECOND READING** *(Community Development)*

City Attorney Ansbro read the title of Ordinance #2021-016 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, was available for questions.

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

Vice-Mayor Salvino motioned to adopt Ordinance #2021-016, on second reading; seconded by Commissioner Lewellen. The motion carried unanimously.

9.3 RESOLUTION #2021-069 ***Denied***

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)*

City Attorney Ansbro read the title of Resolution #2021-069 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 public art program exemption request and noted staff is recommending denial.

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

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

Commissioner Lewellen noted since this is predominantly publicly funded, the exemption would be warranted. Although the Commission denied a waiver for a school, the discussion about the ordinance at the time of its adoption was concerning public schools being exempt. She also noted the ordinance was not in effect at the time Saratoga Crossings made their application.

Commissioner Davis said the project cost was a major factor during her discussions and public art in the community added to the project would be greatly beneficial. She is willing to negotiate to compromise on how we get there but does want art included in the project.

Commissioner Odman noted she worked with the Community Development Director at the time on this ordinance and she is certain someone at Saratoga knew about this. The language is there that this kind of project can be exempt. It would be strange to leave Saratoga out of the payment required for the art fund as we are trying to create consistency. She questioned if there is a way that some degree of public art could be integrated.

Attorney Chakas said there would still be a cost to doing this; if the City wanted to use some of the dollars it was setting aside for the project, that would be an option.

Commissioner Odman commented utilizing a local artist for a mural would not be a great financial investment. Perhaps a local resident who may even be living in that community could be considered; there are endless possibilities to consider. The Commission will be talking later in the meeting about the language and exemptions in the policy.

Pastor Jonathan Thomas, 2337 Anchor Court, said when the project was approved, the community was told they would reap the benefits of its approval. The commitment to give back to the community still needs to be on the table. The money set aside was a loan to be paid back, not to give to this project. He suggested the Commission stick to what is in writing and keep in consideration that the community is looking for some type of beautification.

Mayor James felt the language needs to be taken out of the Art in Public Places ordinance. She does not believe the project would not be completed if this request is denied. Public Art is important to all the communities to make a statement and to have continuity. Staff recommended denial and she will lean on that.

Commissioner Lewellen reiterated it was a private school the Commission denied the waiver to; that was a private development and this one is public. She does not want to take away from the Housing Authority funding for someone who needs housing in the future. She does not want to take away allowing exemptions like this one, which is 100% affordable housing. She does not disagree there needs to be some sort of art but thinks there could be a compromise where the City matches the money the developer puts in to unify the three buildings. Whether it is something decorative at each location or decorated crosswalks, it should be something to benefit the community. Her only concern is taking away from the purpose of the exemptions, which is to encourage certain things such as affordable housing. Whatever we end up doing, we need to be consistent with it.

Mayor James mentioned the early involvement in the Saratoga I and II projects when public funding from the City was denied, yet the projects still went through. She was told at the time it was not that they needed the money but needed the buy-in from the City.

Attorney Chakas noted she was referring to the local contribution, which is required by that specific funding program.

Scott Kriebel, Atlantic Pacific Communities, noted he was not told about this ordinance prior to its adoption and explained the funding of Saratoga Crossing III.

Commissioner Davis said she is leaning toward a compromise and wonders if the Commission has a consensus for that. She wondered if we could do a partial waiver.

Mayor James noted a partial waiver is already an option for them. They can either pay a partial payment to the City and put the remainder in art on the site or they can put all the money into the art in public places fund.

Commissioner Odman further explained the two choices in the ordinance that is offered to everyone. She noted there was a lot of outreach with the ordinance and did not mean any one person was specifically made aware.

Commissioner Odman motioned to deny Resolution #2021-069.

Commissioner Lewellen asked if the waiver is denied, and the applicant were to contribute .25 whether the City would work with them to potentially assist them with funding if needed.

City Manager Garcia responded that would be up to the Commission. She noted she received a call from Attorney Chakas and advised the Commission that the $640,000 has not been allocated; it is just setting there. Whatever the Commission directive is, that is what we will do. It is important that we do not set an example that certain housing projects have art and certain ones do not.

Commissioner Lewellen noted she wants to try to facilitate this, so it does not take away the funding from the people that rely on it.

City Manager Garcia said we could do something in the area where Saratoga I and II are by taking some of the $640,000 and putting it into the City's art fund, and the developer adding some art to Saratoga III.

Mayor James stated we have ample opportunities to do a lot of projects through the art in public places program.

The motion was seconded by Mayor James. The motion carried on the following 4-1 Roll Call vote:

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

10. Discussion and Possible Action

10.1 Pride in Dania Beach - Commissioner Odman

Commissioner Odman noted June is Pride Month and there have never been any City-sponsored pride events in Dania Beach. She also noted the Commission was contacted by the president of the LGBTQ+ Council (aka Hollywood LGBTQ+ Council) regarding the Council donating a Progress Pride Flag to fly over Dania Beach during the month of June.

The Commission consensus was to fly the Progress Pride Flag at City Hall during the month of June.

Commissioner Odman asked City Manager Garcia to contact Todd Delmay, president of the LGBTQ+ Council, to receive the flag.

Discussion ensued regarding honoring former Mayor Flippen of Wilton Manors.

10.2 Art in Public Places Ordinance – Commissioner Odman

Commissioner Odman addressed the four exemptions in the Art in Public Places ordinance. After the meeting with Mr. Mele, she received calls from developers regarding why they should be exempt. She said since there was a degree of unfairness in the conversation, she is asking the Commission if they wanted to tighten the language in the ordinance to remove some or all the exemptions. She noted they looked at other comparable ordinances before creating ours; it is up to the Commission as to what they think is right.

Vice-Mayor Salvino said after what we have gone through with the last two meetings, based on beautifying our City, he does not know why we would have an exemption whatsoever. He does not agree with this, but it is the direction the Commission is going.

Commissioner Davis agreed and said we need to be consistent across the board. It is the cost of doing business in the City that you must beautify it with no exemptions. Otherwise, we will end up with a lot of back and forth; we need to set a precedent of not doing it at all.

Commissioner Lewellen asked that Legal look at this to make sure we will not have problems in the future.

City Attorney Ansbro indicated he will investigate the religious institution exemptions relating to the Florida land law.

Commissioner Odman requested City Attorney Ansbro investigate any conflicts and bring it forward at the next meeting.

Commissioner Lewellen asked City Attorney Ansbro to look at all the exemptions to be sure they can be removed.

The Commission consensus was to move forward as discussed.

11. Commission Comments

11.1 Commissioner Davis

Commissioner Davis spoke of attending Olsen Middle School town hall parent meeting and parade for Teacher Appreciation Week. She brought follow-up to a contact from Mayor James regarding 501(c)(3) founder Mr. Hernandez, called the Trash Pirates, related to ocean conservation which brings education and awareness components. The organization would like to bring the educational component about plastics and microplastics being the most harmful to our marine and wildlife. She spoke to City Manager Garcia about it; we can partner with Parks & Recreation and Olsen to bring educational awareness regarding the harm of what plastics are doing to our oceans. She suggested having a back-to-school beach clean-up event by the time school begins on August 12th and wanted to get the Commission's thoughts or know if they wanted additional information.

Mayor James suggested she talk to FAU about partnering as they have open space there. She should reach out to them as they are always looking for ways to support their school.

11.2 Commissioner Lewellen

Commissioner Lewellen noted there are issues in the western part of the City with Channel 78 not covering Dania Beach but Davie; it is a Comcast issue. She asked City Manager Garcia if there is a contact person for people to talk to if they are having this issue.

City Manager Garcia said she would talk to IT to get a list of residents affected.

Commissioner Lewellen said specific neighborhoods are having problems with it more than others, such as the south side of Griffin Road.

Commissioner Lewellen spoke of the vaccination site today at St. Ruth's; 100 people came for their first shot. The second vaccination day on June 1st will be for first and second shots. They were hoping for more people, but there is a lot of hesitancy. Dania Beach was below 50% last she checked, and she wanted to know if the Commission has ideas to get more people in the City vaccinated. She said she and her husband posted when they got their vaccinations. There might be something else we could do to promote an "I did it" campaign; she mentioned Mayor James also did a video, but there may be other things we could do.

Mayor James said everyone has their views as to why or why not; people have strong reasons for why they will or will not get the vaccine.

Commissioner Davis noted she posted her first shot. She felt there should be a focus on the positives of it and the freedom to get back to a certain level of normality. She supports whatever the Commission wants to do.

Commissioner Lewellen commented she would talk to City Manager Garcia about what we could do to promote the vaccine. The sooner we get to herd immunity, the sooner we can get back to being as normal as possible.

11.3 Commissioner Odman

Commissioner Odman said she does not know how many received the videos of a small anti-Jewish/anti-Israeli rally in Dania Beach. She confirmed BSO was aware and had a detail there; they are on it. She asked that if residents see something suspicious, report it to BSO. Hate will not be tolerated.

11.4 Vice-Mayor Salvino

Vice-Mayor Salvino spoke of the recent ribbon cutting at Ideal Supermarket on Dania Beach Boulevard and noted they are open for business.

Vice-Mayor Salvino also spoke of the Butterfly Garden, which was different for him. He had never been to one before, thought it was neat, and would like to see more around the City.

11.5 Mayor James

Mayor James had no comments.

12. Appointments

12.1 Airport Advisory Board – no appointments

12.2 Creative Arts Council Advisory Board – no appointments

12.3 Education Advisory Board – no appointments

12.4 General Employees Pension Board – no appointments

12.5 Green Advisory Board – no appointments

12.6 Marine Advisory Board

Mayor James appointed: Neil Kutchera

12.7 Parks, Recreation and Community Affairs Advisory Board

Commissioner Lewellen appointed: Heather Holmes

Commissioner Lewellen motioned to approve the appointments; seconded by Commissioner Davis. The motion carried unanimously.

13. Administrative Reports

13.1 City Manager

City Manager Garcia noted Latema King, CareerSource Broward, requested to use the City logo for her Summer Youth Employment Program material and website since we are partnering with them this year.

The Commission consensus was to allow the use of the City logo by Latema King, CareerSource Broward.

City Manager Garcia thanked the Commission for their support of our Procurement Administrator position relative to findings of our past audit.

City Manager Garcia thanked Bishop Scott for reaching out to the City and promoting vaccinations in our community.

City Manager Garcia noted the Parks Master Plan workshop and presentation is scheduled for May 18th and staff will be providing some very good news to the Commission.

City Manager Garcia addressed the young lady who spoke about the speed humps and explained what City staff did when they cleaned up some of the debris that was at the memorial and that was blocking the sidewalk. The memorial is still there so she will work closely with Hollywood on the memorial site.

Mayor James noted we have a moratorium on speed humps and asked if this one could be done sooner through the partnership with Hollywood. J.A. Ely is not a safe street; there are no stop signs or speed humps from Stirling to Sheridan.

City Manager Garcia suggested we get a traffic engineer assessment of the whole site, both sides, and have a formal report and recommendation for a game plan and implementation.

The Commission consensus was for the City Manager to get an assessment.

City Manager Garcia reminded the Commission of the Mermaids Tail ribbon cutting scheduled for June 3rd at 5:30 p.m. in front of the Quarterdeck.

City Manager Garcia noted the ribbon cutting at Westlawn Cemetery would be scheduled on June 9th or 10th at 5:30 p.m.

The Commission agreed on June 10th at 5:30 p.m. for the ribbon cutting at Westlawn Cemetery.

City Manager Garcia announced that Assistant City Manager Sosa-Cruz had been approved for ICMA-CM status and she thanked the Commission for supporting employees' professional development.

13.2 City Attorney

City Attorney Ansbro had no comments.

13.3 City Clerk - Reminders

Thursday, May 13, 2021 - 4:30 p.m.	CRA Board Workshop
Tuesday, May 18, 2021 - 5:00 p.m.	Parks Master Plan Workshop
Tuesday, May 25, 2021 - 7:00 p.m.	City Commission Meeting

14. Adjournment

Mayor James adjourned the meeting at 9:51 p.m.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

CITY OF DANIA BEACH

TAMARA JAMES
MAYOR

MINUTES OF MEETING
DANIA BEACH CITY COMMISSION
PARKS MASTER PLAN WORKSHOP
TUESDAY, MAY 18, 2021 – 5:00 PM

1. Call to Order/Roll Call

Mayor James called the meeting to order at 5:13 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. Parks Master Plan

City Manager Garcia gave a brief introduction utilizing a PowerPoint presentation which is attached to and incorporated into these minutes. She noted currently we are very limited as to what we can offer as far as Parks & Recreation; we should have offerings for two year olds to 98 year olds. She said what she would like to do at this time is to turn the presentation over to our Finance Director who will walk us through how we can take this vision and desire to make this happen to commence as soon as possible.

Frank DiPaolo, Director of Finance, continued the PowerPoint presentation. He noted Administration recommends multi-phased bank loan financing.

Vice-Mayor Salvino noted he has always favored getting things done now rather than the extended time involved with a GO Bond. He asked why the pools at PJ Meli could not be incorporated into the Master Plan as they are very large and why in the RFP we could not do two parks at one time since the bank loan would be out. He commented on the millage rate and noted our revenues are growing every day.

City Manager Garcia addressed PJ Meli and CW Thomas parks in regard to the pools; building new and maximizing the space is a greater payoff in the long-term.

Finance Director DiPaolo noted with businesses coming online and ad valorem revenues increasing, Dania Beach is in a good position. We have to be smart about how we utilize extra monies and realize all the new facilities will require additional personnel.

City Manager Garcia said in a very successful parks program, some things can be run in-house, but other aspects we could partner with outsiders. She added we have $8 million in reserves.

Commissioner Lewellen asked if it may be possible in the future with revenues increasing and coming online, that we would not need to go out for a GO Bond.

Finance Director DiPaolo responded it depends and spoke about bank loan financing.

Commissioner Lewellen noted she would rather find a way to not have to do a GO Bond.

Finance Director DiPaolo said it depends on what you want to do for the 2024 referendum. The critical needs of the parks require bank loan financing in the immediate future.

City Manager Garcia addressed the GO Bond issuance in 2024; it may be that it would not be necessary.

Commissioner Lewellen said she is looking down the road without having to have a tax increase.

Finance Director DiPaolo spoke about the American Rescue Plan and how regulations for its use may expand to other infrastructure projects.

Eric Brown, Director of Parks & Recreation, noted it is time to act; we are in a situation now where the parks are sub-par. He addressed the summer camp registration numbers and noted we are busting out of our seams. When people and investors come to a city, they look at schools and parks. He spoke about the BEAM Team and the A teams that will be necessary for when one of the parks is taken offline and programs shifted to the other parks. He is excited about what is about to happen in Dania Beach. He noted Frost Park is booked for summer camp because we are doing things rights. We need to bring our sub-par facilities up to 21st century standards.

Mayor James said we need adequate pools at CW Thomas as well as PJ Meli for swimming lessons. We need to have valuable, first class things to offer.

Director of Parks & Recreation Brown noted Cassi Waren, Assistant Director of Parks & Recreation, has brought us to a new level.

Randy Hollingworth, Director of Planning & Urban Design Development, Bermello, Ajamil & Partners, Inc., gave a PowerPoint presentation, which is attached to and incorporated into these minutes.

Mayor James noted she has seen Orange Bowl type fields and asked if we would have artificial turf fields.

Mr. Hollingworth said they were priced as sod.

Vice-Mayor Salvino noted even though synthetic turf is more expensive to install, it is less costly to maintain. He felt we should price the synthetic turf in the cost for the financing.

Mr. Hollingworth said he could get the pricing right now as they are doing synthetic turf fields elsewhere.

Discussion ensued regarding synthetic turf.

Mr. Hollingworth continued with the PowerPoint presentation.

Mayor James commented she wants to be sure we make each of our parks unique; she does not want to have the same type of park and playgrounds at every park.

Parks & Recreation Director Brown noted all of the parks were designed differently and reflect what the individual community wanted.

City Manager Garcia reiterated that the parks would be individually distinct from one another and would promote cross-community use.

Mr. Hollingworth addressed the various companies that offer unique equipment and continued the presentation.

Mayor James spoke of Olsen Middle School and reciprocal use of a pool and track area, and questioned where the drawings are.

City Manager Garcia responded Commissioner Brandimarte was opposed to development on Olsen property at the time and that component was removed.

Mayor James felt we should explore it in the future.

The Commission consensus was to move forward with the bank loan financing of the Parks Master Plan improvements.

Mayor James felt signage should be erected at the parks and renderings posted on social media.

The Commission agreed.

City Manager Garcia commented on the passion of the Commission.

Discussion ensued regarding the timeline and process of the bank loan financing.

Commissioner Davis spoke about having signage to get people excited.

Finance Director DiPaolo noted he would speak with our financial advisor and we would need to finalize the plans to get accurate costs for the bank loan financing.

City Manager Garcia spoke of the RFP.

Mayor James questioned pre-fabrication of building walls.

City Manager Garcia said this would be investigated with the RFP.

3. Adjournment

Mayor James adjourned the meeting at 6:28 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)
ADOPT RESOLUTION AMENDING RESOLUTION NO. 2021-048 WHICH ESTABLISHED A SCHEDULE OF FEES FOR THE PARKS AND RECREATION DEPARTMENT FOR THE SUMMER CAMP PROGRAM; AMENDING THE SCHEDULE OF FEES TO INCLUDE THE CITY'S SUMMER CAMP PROGRAM AT C.W. THOMAS PARK

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memo to Commission - Amended Summer Camp Fees, R-2021- Amending R-2021-048 Parks and Recreation Schedule of Fees for Summer Camp

CITY OF DANIA BEACH
PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: May 25, 2021

TO: Honorable Mayor and City Commissioners

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

VIA: Eric Brown, Parks & Recreation Director Eric Brown

SUBJECT: Amended Resolution for Summer Camp Fees

REQUEST

To approve the amended resolution for the Summer Camp Fees to include a city-run Summer Camp at C.W. Thomas Park.

BACKGROUND

During the April 13, 2021 City Commission meeting, the City Commission adopted the proposed summer camp fees by the Department of Parks and Recreation. At that time, it was proposed that the Summer Camp that was to be run out of C.W. Thomas Park was going to be an outsourced contractual camp as it has been done for the previous summer camps.

On Wednesday, April 21st, the proposed contracted summer camp reached out to staff to inform them that it was not economically feasible for them to run camp this year at C.W. Thomas. Therefore, in order to continue to offer a camp to the residents, the Department of Parks and Recreation will now provide a city-run camp with the same commission approved fees as Frost Park and P.J. Meli Aquatic Complex.

Dania Beach Proposed Camp Fees	Proposed Rates
Frost Park	$380.00 (Reduced Resident Rate)* $480.00 (Resident) $580.00 (Non-Resident) $5/week (Additional after care hours)**
C.W. Thomas Park	$380.00 (Reduced Resident Rate)* $480.00 (Resident) $580.00 (Non-Resident) ~~Outsourced Contractual Camp~~

	$5/week (Additional after care hours)**
P.J. Meli Park	$380.00 (Reduced Resident Rate)* $480.00 (Resident) $580.00 (Non-Resident) $5/week (Additional after care hours)**

BUDGETARY IMPACT

The funds are budgeted for FY2021. Funds are available and allocated within the Parks and Recreation Summer Program Accounts (001-72-08-572) in the amount of $83,253.

RECOMMENDATION

It is recommended that the City Commission Approve the Amended Resolution of the Summer Camp Fees.

RESOLUTION NO. 2021-071

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING RESOLUTION NO. 2021-048 WHICH ESTABLISHED A SCHEDULE OF FEES FOR THE PARKS AND RECREATION DEPARTMENT FOR THE SUMMER CAMP PROGRAM; AMENDING THE SCHEDULE OF FEES TO INCLUDE THE CITY'S SUMMER CAMP PROGRAM AT C.W. THOMAS PARK; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Resolution No. 2021-048 was passed and adopted on April 13, 2021; and

WHEREAS, at that time, it was proposed that the Summer Camp that was to be operated at C.W. Thomas Park was going to be an outsourced contractual camp as it has been done for the previous summer camps; and

WHEREAS, on Wednesday, April 21, 2021, the proposed contracted summer camp officials contacted staff to inform them that it was not economically feasible for them to run a camp this year at C.W. Thomas; and

WHEREAS, in order to continue to offer a camp to the residents, the Parks and Recreation Department will now provide a City-run camp with the same City Commission approved fees as Frost Park and P.J. Meli Aquatic Complex; and

WHEREAS, the City Commission provides the City Manager, the Director of the Parks and Recreation Department or both, the ability to adjust summer camp fees accordingly as long as the fees do not exceed the fees approved in Exhibit A;

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

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

Section 2. That Resolution No. 2021-048 is amended as reflected in the Fee Schedule as shown in Exhibit "A" which is also attached and made part of and incorporated into this Resolution by this reference.

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

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

PASSED AND ADOPTED on May 25, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	TAMARA JAMES MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

EXHIBIT "A"

City of Dania Beach
Department of Parks & Recreation
Proposed SCHEDULE OF FEES for Summer Camp (this is for

Dania Beach Proposed Camp Fees	Proposed Rates
Frost Park	$380.00 (Reduced Resident Rate)* $480.00 (Resident) $580.00 (Non-Resident) $5/week (Additional after care hours)**
C.W. Thomas Park	$380.00 (Reduced Resident Rate)* $480.00 (Resident) $580.00 (Non-Resident) $5/week (Additional after care hours)** ~~Outsourced Contractual Camp~~
P.J. Meli Park	$380.00 (Reduced Resident Rate)* $480.00 (Resident) $580.00 (Non-Resident) $5/week (Additional after care hours)**

A 10% sibling discount will apply to each additional sibling up to three (3) siblings. The 10% rate is off of the Resident/Non-Resident Rate. The Reduced Resident Rate does not qualify for the 10% sibling discount.

*To qualify for the Reduced Resident Rate the family must show proof from the Broward County School Board that the child(ren) qualifies for the school boards Free and Reduced Lunch Program.

**Additional After Care hours are from 5:30 p.m. – 6:00 p.m.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
ADOPT RESOLUTION UTHORIZING A MID-YEAR BUDGET AMENDMENT BY THE HUMAN RESOURCES AND RISK MANAGEMENT DEPARTMENT TO FUND THE SENIOR ADMINISTRATIVE COORDINATOR POSITION FROM JULY 1 TO SEPTEMBER 30, 2021, IN AN AMOUNT NOT TO EXCEED THIRTY-THREE THOUSAND DOLLARS, ($33,000)

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memo - Budget Appropriation for Senior Administrative Coordinator, R-2021- Senior Administrative Coordinator Position (CC) Mid-year Budget Amendment, Senior Administrative Coordinator to the Mayor and Commission

CITY OF DANIA BEACH
HUMAN RESOURCES & RISK MANAGEMENT

MEMORANDUM

DATE: May 11, 2021

TO: Honorable Mayor and Commissioners

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

VIA: Frank DiPaolo, Finance Director
Linda Gonzalez, Human Resources and Risk Management Director, SPHR, SHRM-SCP

SUBJECT: Resolution authorizing a budget appropriation to cover salary and benefits for the City Commission Senior Administrative Coordinator position from July 1-September 30, 2021

REQUEST

Approval of a resolution authorizing a budget appropriation to cover salary and benefits for the City Commission Senior Administrative Assistant from July 1-September 30, 2021.

BACKGROUND

The fiscal year 2019-20 adopted budget included funding for an Administrative Coordinator position, to provide administrative assistance to the Mayor and City Commissioners. Ultimately, due to Covid-19 and the closure of City Hall, the position was not filled. During the fiscal year 2020-21 budget process, the position was added to the budget and subsequently removed in favor of other City Commission priorities.

During the strategic planning sessions in 2021, this position was explored as a strategic opportunity that will strengthen the functioning of the City Commission within the City and serve as a key liaison with other governmental entities – local, state, and federal. The position will be selected by the Mayor and Commission and will report to the City Manager or designee.

The position will also handle service requests, planning of celebrations, legislative priorities, communication with outside stakeholders/organizations, and liaison to the community.

The strategic plan provides for the revised title Senior Administrative Coordinator with a hire date of July 2021.

ATTACHMENTS

Resolution

CITY OF DANIA BEACH
HUMAN RESOURCES & RISK MANAGEMENT

MEMORANDUM

BUDGETARY IMPACT

Funding for this position from July 1-September 30, 2021 will not exceed $33,000 and will be appropriated from the City Commission Contingency Account No. 001-18-00-519-99-10.

RECOMMENDATION

Approve the resolution authorizing a budget appropriation to cover salary and benefits for the City Commission Senior Administrative Assistant from July 1-September 30, 2021.

RESOLUTION NO. 2021-072

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A MID-YEAR BUDGET AMENDMENT BY THE HUMAN RESOURCES AND RISK MANAGEMENT DEPARTMENT TO FUND THE SENIOR ADMINISTRATIVE COORDINATOR POSITION FROM JULY 1 TO SEPTEMBER 30, 2021, IN AN AMOUNT NOT TO EXCEED THIRTY-THREE THOUSAND DOLLARS, ($33,000); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the fiscal year 2019-20 adopted budget included funding for an Administrative Coordinator position, to provide administrative assistance to the Mayor and City Commissioners that was not filled due to the Covid-19 pandemic and subsequent closure of City Hall; and

WHEREAS, during the fiscal year 2020-21 budget process, the position was added to the budget and subsequently removed in favor of other City Commission priorities; and

WHEREAS, subsequently, during the strategic planning sessions held by the City Commission, the Administrative Coordinator position was analyzed and determined to be a necessary position that would assist the City Commission with their administrative needs, and would provide the City Commission with a liaison person to interact with other governmental entities – local, state, and federal; and

WHEREAS, the City Commission and the Administration desire to recognize the position, and to fill the position, with a tentative start date of July 1, 2021; and

WHEREAS, to fill this position, a mid-year budget amendment is necessary and appropriate.

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 requested budget amendment in the amount not to exceed thirty-three thousand dollars ($33,000.00), appropriated from the City Commission Contingency Account No. 001-18-00-519-99-10 to the applicable accounts within the City Commission department personal services budget.

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

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

PASSED AND ADOPTED on May 25, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	TAMARA JAMES MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Job Title:	Senior Administrative Coordinator to Mayor and Commission
Department:	Office of the City Manager
Union Eligible:	Not Eligible
Salary Range:	115
Pay Grade:	$57,175.03 - $88,621.31
FLSA Status:	Exempt
Reports to:	City Manager
Supervisory Duties:	Interns/Volunteers

JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions described herein. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

JOB SUMMARY

This position reports to the City Manager or designee and is responsible for overseeing the effective operation of the Office of the Mayor and Commission. This is highly responsible and confidential executive level administrative work involved in planning, organizing, and directing a variety of specialized projects and functions, analysis, reporting, and other tasks, as may be assigned by the Mayor, Commission, or Office of the City Manager. The incumbent will exhibit creative thinking and unique approaches to problem solving in an organization that highly values excellence in customer service and innovation. The Senior Administrative Coordinator is expected to provide expert professional assistance to the Office of the Mayor and Commission on a wide range of highly complex, sensitive, and confidential topics, while fully aligned with the City's RISE principles of Respect, Integrity and Standard of Excellence. The Senior Administrative Coordinator is expected to create and foster relationships, while serving as a liaison to multiple departments, boards, agencies, committees, and external organizations, including community outreach via effective communication with the public. The incumbent will coordinate and communicate with all Departments based on the deliverables per the Mayor and Commission adopted strategic plan. The responsibilities are broad in scope and require a high degree of political acumen and administrative discretion. The incumbent works under limited supervision, and with considerable latitude for the use of initiative and independent judgment.

ESSENTIAL JOB FUNCTIONS

- Supports and partners with the commissioners, executive staff, management team or other appropriate personnel to carry out directives on behalf of the Office of the Mayor and Commission and Office of the City Manager.
- Promotes goodwill and conveys a positive image of the City, City initiatives, and RISE principles of Respect, Integrity, and Standard of Excellence; always exhibiting exemplary customer service.
- Works closely with the public, handling various complaints and/or requests, researching inquires, resolving them independently, making recommendations for resolution, and/or routing, as needed.
- Represents the Mayor and Commission before committees, boards, citizen groups and other agencies or organizations, when requested.
- Effectively and positively represents the City in delivering and performing work with colleagues and clients, in a professional manner.

- Responsible for the general administration of the Office of the Mayor and Commission, including directing any assigned interns or volunteers.
- Advises and assists the City Commission, Office of the City Manager, Office of the City Attorney, and Community Redevelopment Agency on the coordination and implementation of City services and events that involve various departments.
- Develops written material or correspondence on behalf of Mayor and City Commission, to various stakeholders including other agencies and the public.
- Works cooperatively, through teamwork with the Executive Assistant to the City Manager to accomplish the goals and objectives of the Mayor and Commission and Office of the City Manager for the benefit of the community.
- May be assigned to work directly with local, county, state, or federal agencies on behalf of the Office of the Mayor and Commission or Office of the City Manager.
- May work directly with department directors on special assignments or urgent matters to design solutions and implement programs.
- Creates and delivers presentations, as requested, to various groups or committees.
- Organizes committee meetings for the Office of the Mayor and Commission, including taking minutes, assisting with proclamations, or other material for Commission meetings, and attending Commission and Board meetings as assigned.
- Handles confidential and sensitive matters in person, over the phone and in writing; and maintains the status of pending assignments and deadlines for the Office of the Mayor and Commission and Office of the City Manager.
- Conducts detailed and thorough research for various projects or assignments which may involve communication with multiple individuals or agencies.
- Greets and receives visitors, determines the nature of the visit and escorts visitors to the appropriate destination. Manages telephone calls for the Office of the City Commission, and either notifies elected officials or records and relays messages.
- Arranges calendars and coordinates schedules for the City Commission; coordinates travel arrangements for elected officials; prepares all financial paperwork (travel, direct payments, petty cash, and reimbursements).
- Oversees all record management functions, filing and scanning of correspondence, memos, records, and reports.
- Maintains and monitors the department budget; keeps all accounts balanced throughout the year.
- Develops and revises office procedures as requested or recommended.
- Composes and processes correspondence, memos, agendas, reports, budgets, and related materials that may be confidential or sensitive in nature.
- Utilizes knowledge and understanding of the Sunshine Law with respect to communication and written documentation.
- Sorts and distributes incoming mail to appropriate executives.
- Reviews quarterly gift disclosure forms.
- Performs related duties and functions as may be delegated, assigned, or required.

KNOWLEDGE, SKILLS AND ABILITIES

- Excellent oral and written communication skills, including a high degree of political acumen and discretion.
- Ability to multi-task, take direction from multiple sources, and be able to organize and prioritize assignments.

- Ability to provide excellent customer service to internal and external customers, while always exhibiting the RISE principles.
- Knowledge of City policies, procedures, and municipal ordinances.
- Ability to communicate in a pleasant and professional manner under a wide range of both positive and difficult situations.
- Ability to establish and maintain effective working relationships with City officials, employees, residents, visitors, and the public.
- Considerable knowledge of City government, organization, and operations.
- Ability to understand and follow complex written and verbal instructions.
- Knowledge of laws and ordinances relating to the operation of the Mayor, City Commission, City activities, City protocol and office management.
- Ability to work independently, interpret direction and at times with vague or conflicting instructions.

MINIMUM EDUCATION AND EXPERIENCE REQUIREMENTS

- Bachelor of Science degree in Public or Business Administration or equivalent; Experience can substitute for education on a year-per-year basis.
- Five (5) years of extensive and progressively responsible administrative experience in finance, budgeting, administration, project management, or related area.
- Thorough knowledge of the principles and practices of municipal administration, as well as an understanding and knowledge of the laws, ordinances, and functions of municipal government.
- Exhibits exemplary customer service.
- Ability to work flexible hours, including nights or weekends for special events, meetings, or as requested.
- Possesses advanced computer skills including Microsoft Office Suite (Word, Excel, PowerPoint, etc.).
- Experience presenting in front of executives, committees, boards, etc.
- Experience working with elected officials is highly desired.
- Experience working effectively with local, county and state agencies is highly desired.

PHYSICAL DEMANDS

This work is sedentary work and requires exerting up to 10 pounds of force occasionally and negligible amount of force constantly to move objects; work may also require grasping, handling, hearing, mental acuity, speaking, talking, visual acuity, and walking.

WORK ENVIRONMENT

Work is typically performed in a dynamic environment that requires sensitivity to changing goals, priorities, and needs.

The City of Dania Beach has the right to revise this position description at any time and does not represent in any way a contract of employment.

I have read and understand this classification description and hereby certify that I am qualified to perform this job, with or without reasonable accommodation.

_____	_____
Employee Signature	Date
_____	_____
Supervisor (or HR) Signature	Date

DRAFT

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 EXPENDITURES WITHIN THE TREE PRESERVATION FUND IN EXCESS OF THE SEVEN THOUSAND FIVE HUNDRED DOLLAR ($7,500.00) THRESHOLD PRESCRIBED BY CITY CODE SECTION 825-180(E); 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-SABALPALMS-TREEPRESVTNFUND-052521-revFJR (002), R-2021- Tree Preservation Fund Expenditures in Excess of Threshold for Sabal Palm Trees, QUOTES-INSTALLATION OF SABAL PALM TREES

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: May 25, 2021

TO: Honorable Mayor and Commissioners

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

FROM: Fernando J. Rodriguez, Public Services Director

RE: APPROVAL OF A RESOLUTION TO EXCEED THE TREE PRESERVATION FUND EXPENDITURE THRESHOLD OF $7,500

Request

The Public Services Department (PSD) is requesting approval to exceed the expenditure threshold of $7,500 from the Tree Preservation Fund Reserve Account (Tree Fund) for the purchase and installation of 30 Sabal palm trees.

Background

Vehicle parking along West Dania Beach Boulevard swales is a frequent and unsightly occurrence. In some instances, such parking may also result in unsafe conditions therefore, planting of sabal palms was suggested by administration to prevent parking along the swales while at the same time providing beautification enhancements. PSD solicited quotes for the purchase and installation of 30 fifteen-foot sabal palms to be placed along the swales of Dania Beach Boulevard. Three quotes were received with the lowest quote being received from SFM Services in the amount of $15,600.00. City Code Ordinance Section 825-180(E) provides that expenditures within the Tree Preservations Fund exceeding $7,500 shall require City Commission approval.

Budgetary Impact

Once approval is granted, funding in the amount of $15,600.00 will be transferred from the City's Tree Preservation Fund Reserve Account 102-271-00-00 into the Grounds Maintenance Account 102-39-05-539-46-50.

Recommendation

PSD recommends approval of a resolution authorizing PSD to exceed the Tree Fund expenditure threshold.

RESOLUTION NO. 2021-073

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXPENDITURES WITHIN THE TREE PRESERVATION FUND IN EXCESS OF THE SEVEN THOUSAND FIVE HUNDRED DOLLAR ($7,500.00) THRESHOLD PRESCRIBED BY CITY CODE SECTION 825-180(E); 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, City Code of Ordinances Section 825-180(E) provides that expenditures within the Tree Preservation Fund exceeding Seven Thousand Five Hundred Dollars ($7,500.00) shall require City Commission approval; and

WHEREAS, efforts to mitigate unsafe parking conditions and provide beautification along West Dania Beach Boulevard require the purchase and installation of thirty sabal palm trees at a cost of Fifteen Thousand Six Hundred Dollars ($15,600.00), exceeding the threshold provided by City Code and therefore, requiring City Commission approval;

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 a Tree Preservation Reserve Fund expenditure exceeding the Code threshold mentioned above of Seven Thousand Five Hundred Dollars ($7,500.00) for the purchase of sabal palm trees along West Dania Beach Boulevard.

Section 3. That funding in the amount of Fifteen Thousand Six Hundred Dollars ($15,600.00) shall be appropriated from Tree Preservation Fund Net Position (102-271-00-00) to Grounds Maintenance Account 102-39-05-539-46-50.

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 25, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	TAMARA JAMES MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

SFM SERVICES, INC.

Monday, March 29, 2021

Re: Sabal Palms

Carl Kallicharam
City of Dania Beach
1201 Sterling Rd
Dania Beach, Fl 33004

Dear Carl

Pursuant to your request, below please find our estimate to provide the following landscape services to be performed at **Dania Beach Blvd** for the following costs:

Common Name	Gallon/Size	Quantity	Unit Price	Ext Price
sabal palm	15' Wood	30	$520.00	$15,600.00
				$15,600.00

Notes:

- Includes watering during installation. Does not include establishment watering.
- Does not include any demo or vegetation removal.
- Location services by City (if needed)
- Permit not included.
- Sales tax will be added to invoice if applicable.

Respectfully Submitted,

Frank Iannuzzi

Frank Iannuzzi
Project Manager – Landscape

ACCEPTANCE OF PROPOSAL

The above prices, taxes, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. **Payments terms: 30 days.**

Date_____ Authorized Signature_____

Print Name_____

Jireh Tree Care LLC

jirehtree@gmail.com
http://www.jirehtreecare.com

Estimate

ADDRESS
Carl Kallicharan
City of Dania Beach
1201 Stirling Rd
Dania Beach, Florida 33304

ESTIMATE # 1312
DATE 03/29/2021

ACTIVITY	QTY	RATE	AMOUNT
Tree Planting Supply and installation of 15ft clear trunk Sabal Palms	30	520.00	15,600.00

TOTAL **$15,600.00**

Accepted By

Accepted Date

Jireh Tree Care LLC
(305) 216-8809
311 NW 77th Ave
Pembroke Pines, FL
33024

MKF Landscaping LLC

311 NW 77th Ave
Pembroke Pines, FL
33024
954-367-2769
3052168809
www.mkflandscaping.com
mkflandscapingllc@gmail.com

ESTIMATE
EST0567

DATE
03/29/2021

TOTAL
USD $16,200.00

TO

City of Dania Beach Florida

Carl Kallicharan
100 W Dania Beach Blvd
Dania Beach, FL
33004
ckallicharan@daniabeachfl.gov

DESCRIPTION	RATE	QTY	AMOUNT
Palm Installation Supply and Installation of 15' Clear Trunk Sabal Palms	$540.00	30	$16,200.00

TOTAL USD $16,200.00

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
ADOPT RESOLUTION JOINING WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES ("AFSCME") UNION IN WAVING COLLECTIVE BARGAINING OVER THE ADDITION OF JUNETEENTH AS A PAID HOLIDAY

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memo - Juneteeth Holiday Collective Bargaining Waiver, R-2021-077 Waiver of Collective Bargaining for Addition of Juneteenth as Paid Holiday

CITY OF DANIA BEACH
HUMAN RESOURCES & RISK MANAGEMENT

MEMORANDUM

DATE: May 19, 2021

TO: Honorable Mayor and Commissioners

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

VIA: Frank DiPaolo, Finance Director
Linda Gonzalez, Human Resources and Risk Management Director, SPHR, SHRM-SCP

SUBJECT: **Request to Waive Collective Bargaining over the addition of the Juneteenth Holiday**

REQUEST

Approval of a resolution of the City Commission to join with the American Federation of State, County and Municipal Employees (AFSCME) to waive collective bargaining to allow Juneteenth to be a paid holiday for union employees in 2021.

BACKGROUND

In February 2021, The City Commission approved an ordinance to repeal the outdated civil service rules and allowed the City Manager to implement a modernized set of personnel rules and regulations titled the Personnel Policy Manual (PPM).

Subsequently a City Resolution was passed recognizing Juneteenth as a Holiday to be effective immediately for all City employees whose classifications were not covered by the AFSCME bargaining unit and, recognizing that the City may not unilaterally enhance benefits for unionized employees.

Initially when approached by the City, and on several occasions, AFSCME chose not to bargain over the PPM, which included the Juneteenth Holiday and other benefits and policy changes and requested to wait until formal bargaining began.

Subsequently, on May 19, AFSCME representatives requested a limited waiver of collective bargaining so that its bargaining unit members may have Juneteenth as a paid holiday for 2021 and prior to the next round of collective bargaining.

While the City Administration and Commission understand that it is a better practice to negotiate benefit issues such as paid holidays in combination with all other wage and benefit issues when collective bargaining occurs in full, it is also understood that the first City celebration of Juneteenth is sufficient grounds for a limited waiver of collective bargaining

CITY OF DANIA BEACH
HUMAN RESOURCES & RISK MANAGEMENT

MEMORANDUM

ATTACHMENTS

Resolution

BUDGETARY IMPACT

A regular day of work in the City costs approximately $42,000, and therefore, and while there is no incremental increase in the cost to have an additional paid Holiday, there will be no work performed that day.

RECOMMENDATION

Approve the resolution authorizing the limited waiver of bargaining as approved by the Union to allow all employees to be paid for the Juneteenth Holiday in 2021.

RESOLUTION NO. 2021-077

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, JOINING WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES ("AFSCME") UNION IN WAVING COLLECTIVE BARGAINING OVER THE ADDITION OF JUNETEENTH AS A PAID HOLIDAY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City and AFSCME are parties to a Collective Bargaining Agreement which provides AFSCME bargaining unit employees with eleven (11) paid holidays**;** and

WHEREAS, City Resolution No. 2021-020, dated February 9, 2021, established Juneteenth as a City holiday and provided as follows:

> **Section 2**. That the City Commission of the City of Dania Beach, Florida recognizes "Juneteenth" as a City Holiday. Juneteenth will be effective immediately for all City employees whose classifications are not covered by the AFSCME bargaining unit, and, recognizing that the City may not unilaterally enhance benefits for unionized employees, effective for AFSCME bargaining unit employees immediately following the successful completion of the collective bargaining process, as required by law; and

WHEREAS, the Juneteenth paid holiday was incorporated into the City's Personnel Policy Manual ("PPM") which is applicable to non-bargaining unit City employees but not yet applicable to AFSCME employees as the result of AFSCME's decision to defer discussion of the PPM negotiations until the next Collective Bargaining Agreement, which negotiations will not occur until late Spring or early Summer 2022; and

WHEREAS, on May 19, 2021, AFSCME representatives requested a waiver of the collective bargaining agreement so that its bargaining unit members may have Juneteenth as a paid holiday for 2021 and prior to the next round of collective bargaining; and

WHEREAS, although the City Commission finds it better practice to negotiate benefit issues such as paid holidays in combination with all other wage and benefit issues when collective bargaining occurs in full, the City Commission also finds that the first City celebration of Juneteenth is sufficient grounds for a limited waiver of collective bargaining so that all City employees can celebrate the day as a paid City holiday;

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

Section 1. That the foregoing "Whereas" clauses are ratified and confirmed to be true and correct and they are made a part of and are incorporated into this Resolution by this reference.

Section 2. That the City Commission of the City of Dania Beach, Florida waives collective bargaining with AFSCME so that AFSCME bargaining unit employees may join in the City's first Juneteenth celebration on June 19, 2021 on an equal basis as non-bargaining unit City employees that are covered by the PPM who will be paid for the holiday.

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 25, 2021.

ATTEST:

_____	_____
THOMAS SCHNEIDER, CMC	TAMARA JAMES
CITY CLERK	MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
ADOPT ORDINANCE GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE CITY OF DANIA BEACH, FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH THE FRANCHISE MAY BE EXERCISED

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memo Peoples Gas Franchise Agreement, O-2021- Peoples Gas System Natural Gas Franchise Agreement

CITY OF DANIA BEACH
CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: May 25, 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=tansbro@daniabeachfl.gov, c=US Date: 2021.05.12 09:20:34 -04'00'

SUBJECT: Franchise Agreement with Peoples Gas System

The Request

To execute a new franchise agreement with Peoples Gas System.

Background

The City of Dania Beach, like many cities in Broward County and throughout the state, have a franchise agreement in place with Peoples Gas System, a division of Tampa Electric Company. The franchise agreement provides a non-exclusive natural gas franchise to Peoples gas to use the City's public rights-of-way.

The proposed agreement, which would be created pursuant to an ordinance, would provide a ten (10) year franchise agreement. The agreement includes a most favored nations clause, which would allow the City to automatically obtain the greater benefits that another city may negotiate. In exchange for the use of the City's rights-of-way, the City would earn a franchise fee of six (6) percent on all natural gas sales within the municipal limits. The franchise agreement includes provisions relating to proper maintenance, construction, insurance, indemnification and liability.

Budgetary Impact

The City will earn a franchise fee of six (6) percent.

Recommendation

It is recommended that the City Commission adopt the proposed ordinance.

TJA/la

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

ORDINANCE NO. 2021-017

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE CITY OF DANIA BEACH, FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH THE FRANCHISE MAY BE EXERCISED; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Peoples Gas System and the City of Dania Beach desire to enter into a franchise agreement for a period of ten (10) with two (2) renewal periods of ten (10) years each, years commencing from the date provided in this Ordinance; and

WHEREAS, the City Commission finds that it is in the public interest of its citizens to enter into a new franchise agreement with Peoples Gas System;

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

Section 1. Definitions

For the purposes of this Ordinance, the following terms shall have the meanings given:

A. "Customer" shall mean any person served by the Company within the corporate limits of the City.

B. "City" shall mean the City of Dania Beach, Broward County, Florida, its successor and assigns.

C. "Company" shall mean Peoples Gas System, a division of Tampa Electric Company, a Florida corporation, its successors and assigns.

D. "Distribution System" shall mean any and all transmission pipe lines, main pipe lines and service lines, together with all tubes, traps, vents, vaults, manholes, meters, gauges, regulators, valves, conduits, attachments, structures and other appurtenances, as are used or useful in the sale, distribution, transportation or delivery of Natural Gas and as are situated within the corporate limits of the City.

E. "Effective Date" shall mean the date this Franchise becomes effective as described in Section 19 below.

F. "Franchise" or "Franchise Agreement" shall mean this Ordinance as adopted

by the City and accepted by the Company as provided in Section 19 below.

G. "FPSC" shall mean the Florida Public Service Commission or any successor agency.

H. "Gross Revenues" shall mean all revenues (as defined by the Florida Public Service Commission) received by the Company from any customer from the sale of natural gas.

I. "Person" shall mean any individual, firm, partnership, estate, corporation, company or other entity, including, but not limited to, any government entity.

J. "Natural Gas" or "Gas" shall mean natural gas, manufactured gas, a mixture of gases or any of the foregoing, which is distributed in pipes and measured by a meter on the Customer's premises. It shall not mean propane gas or liquefied petroleum gas (commonly referred to as "bottled gas").

K. "Right-of-way" means any street, road, lane, highway, avenue, boulevard, alley, waterway, bridge, easement, public place, or other right-of-way that is owned by the City.

Section 2. Grant

The City grants to the Company the non-exclusive right, privilege, and franchise to lay, erect, construct, operate and maintain in, on or under any and all Rights-of-way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present incorporated limits of the City, or in such territory as may be hereafter added or annexed to, or consolidated with the City, a Distribution System subject to the terms and conditions contained in this Ordinance.

Section 3. Term

Except as provided in Section 15, the Franchise hereby granted shall be for a period of ten years from the effective date of this ordinance; provided, however, that there will be an option to renew the Franchise for up to two (2) ten (10) year renewal terms if the Company provides the City with written notice, no less than one hundred and eighty (180) days prior to the expiration of the then existing ten (10) year term, stating that the Company wants to exercise the option to an additional ten (10) year term, and in addition, the City then provides written notice, from the City's Chief Administrative Officer, of acceptance of the ten (10) year renewal term prior to the expiration of the existing ten (10) year term. If the Company fails to provide timely written notice that Company wants to exercise the option for the additional ten (10) year term or if the City does not accept the Company's request for the additional ten (10) year term, then the Franchise shall expire upon the conclusion of the existing ten (10) year term.

Section 4. Assignment

A. The Franchise granted by this Ordinance shall not be leased, assigned or otherwise alienated or disposed of except with the prior express written consent of the City, which shall not be unreasonably withheld or unduly delayed. No assignment shall be allowed without the assignee assuming the terms of the Franchise Agreement with the City.

B. Notwithstanding the foregoing, the Company may, without the consent of the City, lease, assign or otherwise alienate and transfer this Franchise in connection with the lease or sale of the Distribution System or upon its merger or consolidation with, or transfer to, a corporation engaged in similar business (including an affiliate or subsidiary of the Company), or pledge or mortgage such Franchise in connection with the physical property owned and used by it in the operation of the Distribution System for the purpose of securing payment of monies borrowed by the Company.

Section 5. City Covenant

As a further consideration for this Franchise Agreement, the City covenants and agrees that it will not, during the term of this Franchise Agreement or any extension of it, engage in the business of distributing or selling Natural Gas within the corporate limits of the City, as modified, during the term of this Franchise Agreement.

Section 6. Use of Streets

The Distribution System shall be erected, placed, or laid in such manner as will, consistent with necessity, least interfere with other public uses of the Rights-of-way, and the Right-of-way shall not be unnecessarily obstructed, and before, except in an emergency situation, the Company makes any excavation or disturbs the surface of any of the Rights-of-way, it shall make application for a permit to the appropriate City authority. The City shall issue or, if applicable, deny permits within ten (10) business days of application by the Company. In consideration of the franchise fees contemplated in this Franchise Agreement, the City shall not charge the Company any fees for the issuance of such permits. The Company shall, with due diligence and dispatch, place such Right-of-way in as good a condition as before such excavation or disturbance was made; provided, however, that should the Company fail, within ten (10) days of its receipt of written notice from the City, to restore such Right-of-way, then the City may undertake such restoration (other than any restoration work on the Distribution System) and charge the reasonable cost of such work to the Company.

To the extent consistent with Florida law, the Company agrees to abide by all of the rules, regulations and ordinances which the City has passed or might pass in the future in the exercise of its police power, in the exercise of its police power, provided, however, that the City shall not pass any ordinance or regulation that results in a material change to the rights or obligations of the Company under the Franchise Agreement.

Section 7. Maintenance

All components of the Distribution System of the Company located within the City shall be installed and maintained in accordance with accepted good practice and in accordance with the orders, rules, and regulations of the Florida Public Service Commission.

Section 8. Laying of Pipe

All components of the Distribution System shall be laid consistent with all applicable codes, rules, regulations and laws, including, to the extent consistent with all applicable codes, rules, regulations, laws and specifications contained in City permits. The Distribution System shall be continually maintained in good and safe condition and the Company shall use commercially reasonable efforts to make all repairs promptly and in a manner that will minimize any impact upon the public.

Section 9. Construction Work

The City reserves the right to permit to be laid electric conduits, water and gas pipes and lines, cables, sewers, and to do and permit to be done any underground work that may be deemed necessary or proper by the City in, across, along, or under any Right-of-way. Whenever, by reason of establishing a grade or by reason of changes in the grade of any Right-of-way, or by reason of the widening, grading, paving, or otherwise improving present or future Rights-of-way, or in the location or manner of construction of any water pipes, electric conduits, sewers, or any other underground structure located within the Rights-of-way, it shall be deemed necessary by the City to remove, relocate, or disconnect any portion of the Distribution System of the Company for such public purpose, such removal, relocation, or disconnection shall be made by the Company as ordered in writing by the City without claim for reimbursement. If the City shall require the Company to remove, relocate, or disconnect any portion of its Distribution System or in any way to alter the placement or location of the Distribution System to enable any other person to use the Rights-of-way of the City, as part of its permitting or approval process, the City shall require the person desiring or occasioning such removal, relocation, disconnection, or alteration to reimburse the Company for any loss, cost, or expense caused by or arising out of such removal, relocation, disconnection, or alteration of any portion of the Distribution System. The Company further agrees that it will not intentionally interfere with, change, or injure any water pipes, drains, or sewers of the City unless it has received specific permission from the City or its duly authorized representative.

Section 10. Franchise Fee

Subject to Section 11 below, within thirty(30) days after the close of the first full billing month following the effective date of this Franchise Agreement Ordinance, and each month thereafter during the term of this Franchise Agreement, the Company, its successors, or assigns, shall supply to the City or its successors, a sum of money equal to six percent (6%) of the Company's Gross Revenue, less any adjustments for uncollectable accounts, from the sale of Natural Gas to Customers within the corporate limits of the City. The Franchise fee payment shall

be deemed paid on time if post-marked within thirty (30) days of the close of the preceding billing month.

Section 11. Identification of City Residents

No less than thirty (30) days prior to the Effective Date, the City shall deliver to the Company such information (including City limit streets and block numbers) as is needed by the Company to determine which of its customer are located within the City limits. The City shall also provide such information no less than thirty (30) days prior to the effectiveness of any change in its limits, whether by addition, annexation, or consolidation, or upon the Company's request. The Company shall be relieved of any obligation to pay franchise fees to the extent the City has failed to provide information in accordance with this Section.

Section 12. Accounts and Records

The Company shall maintain accounting, maintenance, and construction records as prescribed by the FPSC. The Company shall establish and maintain appropriate accounts and records in such detail that revenues within the corporate limits of the City are consistently declared separately from all other revenues, and such records shall be maintained within the State of Florida. Upon request by the City, or its designated representative, and execution of a confidentiality agreement reasonably satisfactory to the Company, the Company shall make available the records for inspection within thirty (30) days to the City for the determination of the accuracy of the Gross Revenues upon which the Company's franchise fee is based. The Company shall maintain its billing records only for the period of time required by the FPSC and any examination conducted after such period shall be confined to the billing records then available.

Section 13. Insurance

During the term of this Franchise, the Company shall maintain in effect the insurance coverages and/or self-insurance described below. The coverage requirements set forth in this Section 13 may be satisfied, in whole or in part, with self-insurance. Company shall file with the City Clerk and shall keep in full force and effect at all times during the effective period of the Term, insurance certificates evidencing a general liability insurance policy or policies issued by an insurance carrier licensed to do business in the state of Florida or evidence of self-insurance within the corporate limits of the City as they currently exist or may exist in the future.

GENERAL LIABILITY:

The policy shall provide for the minimum limit of $10,000,000.00 for injury or death to any one person or more persons, per occurrence or involved in any one incident or accident, and for the minimum sum of $10,000,000.00 for damage to property, resulting from any one accident, and of the said minimum sums shall remain in full force and shall be undiminished during the effective term of this Franchise Agreement. The policy shall include coverage for sudden and accidental pollution events.

AUTOMOBILE LIABILITY:

The require limits, with a combined single limit of $5,000,000.00 per occurrence for any one accident or loss. The City shall be named as an additional insured on such automobile policy(ies) for the liability arising from this Franchise Agreement.

WORKERS' COMPENSATION:

Part A with Statutory Limits; Employers' Liability Limit Part B. of not less than $1,000,000.00.

Company shall notify the Clerk of the City, in writing, at least thirty (30) days before any material alteration, material modification, or cancellation of such policy and the City shall be provided copies of certificates annually.

Section 14. Indemnification

In consideration of the permission granted to the Company by this Franchise Agreement, the Company agrees to indemnify and hold harmless the City, its officers, agents and employees from and against claims, suits, actions, and causes of action, caused by the Company's willful misconduct, any negligent act or omission, or negligent operation of the Distribution System within the City during the term of this Franchise and resulting in personal injury, loss of life or damage to property sustained by any person or entity, through or as a result of the doing of any work authorized or the failure to do work required, and including all reasonable costs, attorney fees, expenses, and liabilities incurred by the City in connection with any such claim, suit, or cause of action, including their investigation and the defense of any action or proceeding brought on it and any order, judgment or decree which may be entered in any such action or proceeding or as a result; **provided, however,** that neither the Company nor any of its employees, agents, contractor, licensees, or sublessees shall be liable under this section for any claims, demands, suits, actions, losses, damages, or expenses, including attorney fees, arising out of the negligence, strict liability, intentional torts, criminal acts, or error of the City, its officers, agents, or employees. The provisions of this section shall survive the expiration or earlier termination of this Franchise Agreement. Notwithstanding any provision in this Ordinance to the contrary, the Company's liability under this Franchise Agreement shall be limited to the assets and business of Peoples Gas System, a division of Tampa Electric Company, as if Peoples were incorporated separate and apart from Tampa Electric Company. Nothing in this Franchise Agreement shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "Sovereign Immunity" and as set for in Section 768.28, Florida Statutes.

Section 15. Termination by City

Violation by the Company of any of the covenants, terms, and conditions of this Franchise Agreement, or default by the Company in observing or carrying into effect any of the covenants, terms and conditions, shall authorize and empower the City to declare a termination of this Franchise Agreement; provided, however, that before such action by the City shall become operative and effective, the Company shall have been served by the City with a written notice setting forth all matters pertinent to such violation or default, and describing the action of the City with respect to the violation or default, and the Company shall have had a period of sixty (60) days

after service by certified U.S. mail of such notice, or, in the event such cure reasonably requires a period of more than sixty (60) days, then sixty (60) days to present a plan reasonably satisfactory to the City to effect such cure and provided further that any violation or default resulting from a strike, a lockout, an act of God, or any other cause beyond the control of the Company shall not constitute grounds for termination.

Section 16. Changes in Provisions

Changes in the terms and conditions may be made by written agreement between the City and the Company, pursuant to an Ordinance amendment.

Section 17. Severability; Change in Law

(A) If any section, part of a section, paragraph, sentence, or clause of this Franchise Agreement shall be adjudged by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any other portion of this Ordinance, but shall be restricted and limited in its operation and effect to that specific portion of the Ordinance involved in the controversy in which such decision shall have been rendered; provided, however, that should elimination of the specific portion of the Franchise Agreement adjudged to be invalid result in significant adverse consequences to a party, then that party may terminate this Franchise Agreement by providing thirty (30) days' written notice to the other party.

(B) Upon the issuance by a court of competent jurisdiction of an order, ruling, or decision, or the enactment or adoption by the Florida Legislature, the City, or any other governmental or regulatory body of a law, rule, regulation, or ordinance, that materially diminishes a municipality's ability to exact franchise fees from a utility, or that effectively does away with the ability of a municipality to grant a franchise altogether, then the Company or City may terminate this Franchise Agreement by providing ninety (90) days' written notice to the other party.

Section 18. City's Right to Regulate Use Of Streets Not Abrogated

Nothing in this Franchise Agreement shall be construed as a surrender by the City of its rights or power to pass ordinances regulating the use of its streets in accordance with City's police powers or property rights, provided however, that the City shall not pass any ordinance or regulation that results in a material change in the rights or obligations of the Company under the Franchise Agreement, unless duly agreed to by the parties, in writing.

Section 19. Governing Law

This Franchise shall be governed by the laws of the State of Florida and applicable federal law.

Section 20. Effective Date

This Franchise Agreement shall become effective upon its acceptance by the Company, which acceptance must be evidenced in writing within sixty (60) days of the City's passage and adoption of this Ordinance.

Section 21. Severability

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 22. 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 23. This Ordinance shall be in force and take effective immediately upon its passage and adoption.

PASSED on first reading on May 25, 2021.

PASSED AND ADOPTED on second reading on _____, 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: Bids and Proposals

Continued from:

Requested Action (Identify appropriate Action or Motion)
ADOPT RESOLUTION AUTHORIZING AN AGREEMENT ON BEHALF OF THE CITY PURSUANT TO CITY REQUEST FOR PROPOSALS ("RFP") NO. 21-004, ENTITLED "BEACH LIFEGUARD TOWERS", TO BE EXECUTED BY THE PROPER CITY OFFICIALS WITH BAUSCH ENTERPRISES, INC., IN A NOT TO EXCEED AMOUNT OF NINETY EIGHT THOUSAND TWO HUNDRED SEVENTY-SEVEN DOLLARS ($98,277.00)

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memo to City Commission - Award Bid to Bausch rev, R-2021- Bausch Enterprises Bid Award for Beach Lifeguard Towers (RFP 21-004), RFP 21-004 Beach Lifeguard Towers, Consolidated Score Sheet RFP 21-004

CITY OF DANIA BEACH
PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: May 25, 2021

TO: Honorable Mayor and Commissioners

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

FROM: Eric Brown, Parks & Recreation Director

SUBJECT: Award Bid for Two (2) Beach Lifeguard Towers to Bausch Enterprises, Inc.

REQUEST

The Parks & Recreation/Beach Department are requesting to award the bid to Bausch Enterprise, inc. for two (2) beach lifeguard towers.

BACKGROUND

On February 9, 2021, the City posted a Request for Proposals ("RFP") No. 2021-004 (see copy of RFP attached along with bids) for two (2) beach lifeguard towers and received three (3) bids as follows:

Vendor	Proposal Price	City Score
1. Bausch Enterprise, Inc	$98,277.00	263
2. Boromel Construction	$139,139.00	203
3. Post and Beam, LLC.	$182,289.00 (optional cost $10K)	195

On April 19, 2021, the City's Bid Review Team evaluated the responses received and recommends awarding the bid to Bausch Enterprises, Inc. as they are the lowest bid and best bid. This company was the highest ranked on the score card (see a copy of the score card attached) based on firm qualifications, approach, price proposal, and references.

The Bid Review Team recommends awarding the bid to Bausch Enterprises, Inc. in the amount of $98,277.00. This amount came in over budget by $2,277.00 and requires a budget transfer.

The existing beach lifeguard stands are currently old, and dilapidated. Replacing the two (2) beach lifeguard stands will help to bring beautification to the beach.

BUDGETARY IMPACT

Funds are available and appropriated in the Parks and Recreation, Beach, Infrastructure Improvements other than Buildings, Account No. 001-72-02-572-63-10 in the amount of Ninety-Six Thousand Dollars ($96,000.00). Due to the bid coming in over budget, a budget transfer in

the amount of $2,277.00 from the Parks and Recreation, Beach, Operating Supplies Miscellaneous Account No. 001-72-02-572-52-20 to 001-72-02-572-63-10 is appropriate.

RECOMMENDATION

Recommendation is for the City Commission to provide approval.

RESOLUTION NO. 2021-074

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN AGREEMENT ON BEHALF OF THE CITY PURSUANT TO CITY REQUEST FOR PROPOSALS ("RFP") NO. 21-004, ENTITLED "BEACH LIFEGUARD TOWERS", TO BE EXECUTED BY THE PROPER CITY OFFICIALS WITH BAUSCH ENTERPRISES, INC., IN A NOT TO EXCEED AMOUNT OF NINETY EIGHT THOUSAND TWO HUNDRED SEVENTY-SEVEN DOLLARS ($98,277.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 12, 2021, the City received responses to Request for Proposals (RFP) No. 21-004 to provide two (2) Beach Lifeguard Towers; and

WHEREAS, the City's Selection Committee ("Committee") met on April 19, 2021 and evaluated the three (3) responses which were received from Bausch Enterprises, Inc., Boromei Construction, and Post and Beam, LLC.; and

WHEREAS, the Committee's assessment of the submittals resulted in the selection of Bausch Enterprises, Inc. as lowest, most qualified respondent with a not to exceed amount of Ninety-Eight Thousand Two Hundred Seventy-Seven Dollars ($98,277.00);

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

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

Section 2. That the City Commission approves the award to Bausch Enterprises, Inc., for an amount not to exceed Ninety-Eight Thousand Two Hundred Seventy-Seven Dollars ($98,277.00), and further authorizes the proper City officials to execute an agreement for these services.

Section 3 That funds are available in the Parks and Recreation, Beach, Infrastructure Improvements other than Buildings, Account No. 001-72-02-572-63-10 in the amount of Ninety-Six Thousand Dollars ($96,000.00); however, a budget transfer of Two Thousand Two Hundred Seventy Seven Dollars ($2,277.00) from the Parks and Recreation, Beach, Operating Supplies Miscellaneous Account No. 001-72-02-572-52-20 to 001-72-02-572-63-10 is needed and approved.

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

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

PASSED AND ADOPTED on May 25, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	TAMARA JAMES MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH, FLORIDA

REQUEST FOR PROPSALS
BEACH LIFEGUARD TOWERS

City Request for Proposals ("RFP")
No. 21-004

Prepared by:
City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

February 9, 2021

CITY OF DANIA BEACH, FLORIDA

REQUEST FOR PROPOSAL FOR
"BEACH LIFEGUARD TOWERS"
City Request for Proposal ("RFP") No. 21-004

NOTICE TO PROPOSERS

NOTICE IS GIVEN that the City of Dania Beach, Florida (the "City") will be accepting sealed Proposals from qualified and licensed firms for its "**Beach Lifeguard Towers**", **RFP 21-004**".

Documents may be obtained from www.demandstar.com, or from the City Website at www.daniabeachfl.gov. For additional information concerning this proposal, please contact the Procurement Department at procurement@daniabeachfl.gov.

Electronic proposals must be received no later than 10:00 a.m. on Friday, March 12, 2021. Proposals will be publicly opened at 1:00 pm. on that same day utilizing RingCentral meeting software. Proposals may be submitted at www.demandstar.com. Alternatively, Proposers may submit electronically through email.

For emailed submissions, please ensure documents are in a read-only format and emailed to the Procurement Division at procurement@daniabeachfl.gov, using the following in the subject line of the message: "**Beach Lifeguard Towers**", **RFP 21-004**".

The City of Dania Beach reserves the right to reject any and all proposals, with or without cause, to waive any informality in a proposal, to terminate the process or re-advertise and solicit new or additional proposals, and to make awards in the best interest of the City.

MANDATORY PRE-PROPOSAL MEETING
A MANDATORY Pre-Proposal meeting will be held on Wednesday, February 17, 2021 at 1:00P.M. using RingCentral meeting software. All Proposers and interested persons are required to attend the meeting, which will outline the Project as described in the Proposal, and provide an opportunity for questions and answers for all interested persons. Any interpretations, clarifications or additional information not disclosed in this Proposal and determined to be necessary by the Owner in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City website, www.daniabeachfl.gov, and www.demandstar.com, for all interested persons identified by the Owner as having received the Proposal Documents. The Proposer is required to check these sites to see if there has been any addendum or addenda posted for this Proposal. Only questions answered and information supplied by means of such addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will

have no legal and binding effect. Proposals from those who have failed to attend will not be opened. Proposers arriving past the indicated time will not be eligible to submit a Proposal.
Interested proposers may join this meeting by using this link:
https://meetings.ringcentral.com/j/1481132423

PROPOSAL SUBMISSION
Proposals must be submitted electronically via email to procurement@daniabeachfl.gov or on DemandStar, the City's designated electronic bidding system. All bid document files must be clearly labeled **"Beach Lifeguard Towers**", **RFP 21-004".**

For emailed submissions, please enter the following in the subject line: "**Beach Lifeguard Towers**".

Pursuant to Florida law, all Proposals to this RFP are exempt public records until thirty (30) days after opening, or award of Proposal, whichever is sooner. In the event presentations are necessary, all responders will be required to exit the room during the presentations of the other responders as portions of selection committee meetings at which presentations are made are exempt from Florida's public meeting laws.

Proposals will be publicly opened and read aloud at 1:00 P. M., on the Proposal due date referenced above using RingCentral meeting software, in the presence of the City Clerk or designee on the above stated date and may be joined by utilizing this link: https://meetings.ringcentral.com/j/1496975174**.** Award of Contracts for the Proposals will be made at a subsequent City Commission meeting.

All Proposers are advised that the City has not authorized the use of the City seal by individuals or entities responding to City Proposals.

The City Commission of the City of Dania Beach reserves the right to reject any and all Proposals, to waive any informality in a Proposal and to make an award in the best interests of the City.

Published on: February 9, 2021

1. INSTRUCTION TO PROPOSERS

The following instructions are given for the purpose of guiding Proposers in properly preparing their Proposals. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

1.1 **Qualifications of Proposers:** No Proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Dania Beach, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Commission of Dania Beach. The Proposer must possess at least three (3) years demonstrated experience in constructing lifeguard towers. The Proposer must have sufficient qualified staff to complete the work in the time required. Minority, women-owned, and labor surplus area businesses and firms are encouraged to submit Proposals.

1.2 **Personal Investigation:** Proposers shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the City staff or their assistants shall relieve the Contractor from any risk or from fulfilling all terms of the contract. Before submitting a Proposal, each Proposer must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Proposer's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Project Contact person of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having examined the facilities and equipment (if applicable); is familiar with the nature and extent of the work and any local conditions that may affect the work, and is familiar with the equipment, materials, parts and labor required to successfully perform the work.

1.3 **Inconsistencies:** Any seeming inconsistency between different provisions of specifications, Proposal or contract, or any point requiring explanation must be inquired into by the Proposer, in writing, at least ten (10) days prior to the time set for opening Proposals. After Proposals are opened, the Proposers shall abide by the decision of the City Manager or designee as to such interpretation.

1.4 **Omission of Details, Variances and Exceptions.** The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. All interpretations of the specifications shall be made on the basis of this statement. Omission of any essential details from these specifications will not relieve the Proposer of supplying such services or product(s) as specified.

For the purpose of evaluation, the Proposer must indicate any variance or exceptions to the stated requirements, no matter how slight. Deviations should be explained in detail. Absence of variations, corrections or both will be interpreted to mean that the Proposer meets all the

requirements in every respect.

1.5 Costs and compensation shall be shown in both unit prices and extensions whenever applicable, and expressed in U.S. Dollars. In the event of discrepancies existing between unit prices and extensions or totals, the unit prices shall govern. All costs and compensation shall remain firm and fixed for acceptance for 90 calendar days after the day of the Proposal opening. The Proposal price shall include all franchise fees, royalties, license fees, etc., as well as all costs for transportation or delivery as applicable within the scope of the solicitation.

1.6 **Performance Bond and Insurance**. Upon award of a contract, the Successful Proposer, as required within the scope of the solicitation, may be required to submit performance bonds, payment bonds or both. Proposer shall provide certificates of insurance in the manner, form and amount(s) specified.

1.7 **Addenda and Interpretations**: No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any Proposer. Prospective Proposers must request from the City Clerk or City designee such interpretation in writing. To be considered, such request must be received at least ten (10) days prior to the date fixed for the opening of responses. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent by certified mail with return receipt requested, to all prospective Proposers (at the address furnished for such purpose) not later than three (3) days prior to the date fixed for the opening of Proposals. Failure of any Proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under the Proposal as submitted. All addenda so issued shall become a part of the contract document. Contractor shall verify that it has all addenda before submitting a Proposal.

1.8 **Non Collusion Affidavit:** Each Proposer shall complete the Non-Collusive Affidavit form and shall submit the form with their Proposal. City considers the failure of the Proposer to submit this document may be cause for rejection of the Proposal.

1.9 **Public Entity Crimes:** Each Proposal shall complete the Public Entity Crimes form. In accordance with Florida Statutes §287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes §287.017 for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

1.10 **Conflict of Interest:** The award of any contract under this RFP is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of City or any of its agencies. Further, all Proposals must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

1.11 **Legal Conditions:** Proposers are expected to familiarize themselves with the provisions of the laws of the United States and State of Florida, and with the provisions in the Charter and the ordinances of the City of Dania Beach.

1.12 **Forms and Proposals:** Proposals will be received until March 12, 2021 at 10:00am, either by email or submission to DemandStar. Each Proposal and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with all the blanks filled in.

1.13 All Proposals must be submitted electronically by email to the Procurement Division at procurement@daniabeachfl.gov or on DemandStar." The Proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the Proposer's principal's properly written authority to such deputy or subordinate must accompany the Proposal. No Proposal will be accepted, for any reason whatsoever, which is not submitted as stated above, within the specified time. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

1.14 **Proposal Bond:** A certified check, cashier's check, or bank officer's check, or RFP bond for the sum of TEN THOUSAND DOLLARS ($10,000.00), made payable to the City of Dania Beach, Florida, or Proposal bid bond in such amount, shall accompany each Proposal as evidence of the good faith and responsibility of the Proposer. The check or bond shall be retained by the City as liquidated damages should the Proposer refuse to or fail to enter into a Contract for the execution of the work embraced in this Proposal, in the event the Proposal of the Proposer is accepted. Retention of such amount shall not be construed as a penalty or forfeiture.

The above bond or check shall be a guarantee that the Proposer will, if necessary, promptly execute a satisfactory Contract and furnish good and sufficient bonds. As soon as a satisfactory Contract has been executed and the bonds furnished and accepted, the check or bond accompanying the Proposal of the successful Proposer will be returned to it. The certified or other checks or bid bonds of the unsuccessful Proposers will be returned to it upon the acceptance of the Proposal of the successful Proposer. If the successful Proposer shall not enter into, execute, and deliver such a Contract and furnish the required bonds within ten (10) days after receiving notice to do so, the certified or other check or bid bond shall immediately become the property of the City of Dania Beach as liquidated damages. Retention of such amount shall not be construed as a penalty or forfeiture.

1.15 **Filling in Proposals:** All prices must be written in the Proposal and also stated in words, and all Proposals must fully cover all items for which Proposals are asked and no other. Proposers are required to state the names and places of residence of all persons interested, and if no other person is interested, the Proposer shall distinctly state such fact and shall state that the Proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative disclose such fact in writing to the City.

1.16 **Proposals Firm for Acceptance:** Proposer warrants, by virtue of proposing, that the Proposal and the prices quoted in the Proposal will be firm for acceptance by the City for a period of ninety (90) days from the date of Proposal opening.

1.17 **Withdrawals:** Any Proposer may, without prejudice, withdraw a Proposal at any time prior to the expiration of the time during which Proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the Proposal. After expiration of the period for receiving Proposals, no Proposal can be withdrawn, modified, or explained. Should Proposer withdraw its Proposal after expiration of the period for receiving Proposals, its bond shall be retained by the City.

1.18 **Causes for Rejection:** No Proposal will be canvassed, considered, or accepted which, in the opinion of the City Manager, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineations, or failure to specify Proposals for all items called for in the schedule shall render the Proposal informal.

1.19 **Rejection of Proposals**: To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Proposer, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind. The City Commission reserves the right to reject any Proposal if the evidence submitted by the Proposer, or if the investigation of such Proposer, fails to satisfy the City that such Proposer is properly qualified to carry out the obligations and to complete the work contemplated. Any or all Proposals will be rejected, if there is reason to believe that collusion exists among Proposers. A Proposal will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City of Dania Beach reserves the right to reject any and all Proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any Proposal as they deem to be in the best interest of the citizens of the City of Dania Beach, or the City may reject Proposals and re-advertise.

1.20 **RFP Protest Procedure:** After a Notice of Intent to Award a contract is posted, any actual or prospective manufacturer or distributor claiming to be aggrieved in connection with the pending award of the Contract, or any element of the process leading to the award of the Contract may protest to the City Manager. A protest must be filed by 5:00 P.M. on the third (3rd) Business Day after posting of the Notice of Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the written protest, together with an RFP Protest Bond, is both timely received by the City Manager's Office.

An RFP Protest Bond is to compensate the City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be retained by the City. The deposit shall be in the form of a cashier's check. The amount of the RFP Protest Bond shall be one percent (1%) of the amount of the pending award for which the bidder is protesting, or five thousand dollars ($5,000.00), whichever is less.

1.21 **Protest Committee:** The Protest Committee shall have the authority to review, settle, and

resolve all protests. Members of the Protest Committee will be appointed by the City Manager. If the Protest Committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law, applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the City Manager shall direct all appropriate steps be taken to remedy it.

In the event of a timely protest, the City Manager shall stay the award of the Contract, unless after consulting with the City Attorney and a representative from the City's Department for which the services are being obtained, the City Manager then determines that the award of the contract is necessary without delay to protect the substantial interests of the City. The continuation of the bid award process under these circumstances shall not preempt or otherwise affect the protest.

1.22 **Award of Proposal:** The City Commission will award the Proposal to the most responsible and responsive lowest price Proposer that has at least three (3) years in constructing lifeguard towers. The Contractor awarded the Proposal must have satisfactory references.

1.23 **Agreement:** The Proposer(s) to whom or to which an award is made shall execute a written agreement to do the work in the form attached to this RFP. The award may be canceled by the City Commission and awarded to the next lowest priced responsible and responsive Proposer. If this occurs, such Proposer shall fulfill every stipulation as if it were the original party to whom or to which an award was made. The Agreement will include specific insurance, performance bond, and indemnification requirements as set forth in the attached specifications. Proposers must submit any questions, issues, or concerns with the terms, language or both in the attached Agreement by the deadline for submitting requests for interpretations.

1.24 **Payment**: Payment will be made when all work is completed to the satisfaction of the City Manager or designee. Successful Proposer shall submit invoices regularly, for no more than 30-day periods, as work progresses.

1.25 **Audit of Contractor's Records:** Upon execution of the Contract, the City reserves the right to conduct any necessary audit of the Contractor's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment, or thereafter, for a period up to three (3) years. if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained by the City until resolution of audit finding. The City may also require submittal of the records, at no cost to the City, from the Contractor, any subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the Contract provisions.

Failure of the Contractor or subcontractor to comply with these requirements may result in disqualification or suspension from bidding or proposing for future contracts or disapproval as a subcontractor at the option of the City. The Contractor shall assure that a subcontractor will provide access to its records pertaining to the services upon request by the City.

1.26 **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended):** Contractors who apply or submit a Proposal for an award of $100,000.00 or more shall file the required certification.

Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

1.27 **City:** Failure by City to respond to an inquiry shall not excuse late or incomplete submissions.

1.28 **Lobbyists:** Pursuant to Broward County Ordinance 2011-19, Lobbyists, and any of their principals or employers attending such meeting, are required to complete a Contact Log contemporaneously with a lobbyist meeting. City of Dania Beach Code of Ordinances, Article XI, "Lobbyist Regulations," Sections 2-231 through 2-234 requires Lobbyists to register with the City PRIOR to engaging in lobbyist activities within the City. Contact with personnel of the City of Dania Beach other than the City Clerk or designated representative regarding the RFP shall be grounds for elimination and disqualification from the selection process.

2. SUBMISSION OF PROPOSALS

2.1 Proposals must be typed or legibly printed in blue ink. Use of erasable ink is not permitted. All corrections to prices made by the Proposer should be initialed.

2.2 All Proposals shall be submitted in the English language, and pricing expressed in U.S. Dollars.

2.3 Proposals must contain a manual signature of a corporate officer or designee with the proven authority to bind the Proposer. The address and telephone number for any communications regarding the Proposal must be included.

2.4 Proposals shall contain an acknowledgment of receipt of all addenda.

2.5 Proposals by corporations must be executed in the corporation's legal name by the President or other corporate officer, accompanied by evidence of authority to sign. Evidence of authority shall be provided on the enclosed Certified Resolution form, or by the company's own Corporate Resolution.

2.6 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.

2.7 Proposals shall be submitted to the Procurement Division on or before the time indicated in the Request for Proposals by the methods described above. City Clerk's Office staff is not responsible for the premature opening of a Proposal that is not identified.

2.8 In accordance with Florida Statutes, Chapter §119.07(1)(a) and except as may be

provided by other applicable state and federal law, the Request for Proposals and the responses to it are in the public domain. However, Proposers are requested to specifically identify in the submitted Proposal any financial information considered confidential, proprietary or both which may be considered exempt under Florida Statute §119.07(t).

2.9 All Proposals received from Proposers in response to the Request for Proposals will become the property of City and will not be returned. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of City.

2.10 The Proposer preparing a submittal in response to this RFP shall bear all expenses associated with its preparation. The Proposer shall prepare a submittal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of Proposal preparation, presentation, or both.

3. QUALIFICATIONS OF PROPOSALS

3.1 Each Proposer shall complete the Proposal's Qualifications Statement and submit the form with the Proposal. Failure to submit the Proposer's Qualifications Statement and the documents required under it may constitute grounds for rejection of the Proposal.

3.2 As a part of the evaluation process, the City may conduct a background investigation including a criminal record check of Proposer's officers and employees, by the Broward County Sheriff's Office. Proposer's submission of a Proposal constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Proposer's qualifications.

3.3 No Proposal shall be accepted from, nor will any contract be awarded to, any person who is in arrears to City for any debt or contract, or who is a defaulter, as surety or otherwise, of any obligation to City, or who is deemed irresponsible or unreliable by City. City will be the sole judge of such determination. The City reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award of Contract.

3.4 Employees of the Proposer shall at all times be under its sole direction and not an employee or agent of the City. The Proposer shall supply competent and physically capable employees. The City may require the Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

4. SCOPE OF WORK

The City of Dania Beach is soliciting proposals from qualified licensed contractors to construct or provide prefabricated lifeguard towers to be installed in full accordance with the specification, terms and conditions contained in this Request for Proposals. The City is interested in purchasing two Lifeguard Towers. The awarded bidder will propose a design that will be in similar composition, size and design of the lifeguard towers that are currently in use on beaches in the City of Dania Beach. In addition to construction and placement of the lifeguard towers the awarded bidder shall provide all labor, equipment, materials and other operations.

Lifeguard Tower Specifications

- Total minimum height of 13' 6"
- Two means of egress on right and left sides of tower
- Ability to achieve cross ventilation within the tower
- Minimum 12" deep shelf on inside of tower for use as desk
- Walls and roof to be insulated for heat reduction
- Must be on durable skids with an anchor point or other acceptable system so it is moveable on the beach in case of special event or hurricane
- Horizontal storage for rescue board

Ladder and Platform

- Minimum 30-degree angled ladder at front entry
- Ladder must have aluminum railings
- Railing encircling deck with opening at ramp platform
- Platform is elevated to minimum of 6' above ground
- Platform base to be 12' x 10' minimum

Windows

- Must have 180-degree view of tower surroundings
- Sliding window on each side of tower
- Angled windows to minimize heat and glare
- Windows to be protected by shutters or made of impact glass

All specifications must meet OSHA standards.

5. PROPOSAL REQUIREMENTS

5.1 Proposers shall, as a minimum, include the following information with the submittal of its Proposal:

1. Executive Summary
   Summarize the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

2. Relevant Project Experience

   Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements.

3. Approach

   Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project.

   As a part of the response, a design plan, drawings, and plans shall be presented to the City for approval. The proposer shall also propose a timeline for effectively managing and executing the work in optimum time. The City, at its discretion may allow for time extensions for unforeseen and unexpected delays. Also provide information on your firm's current workload and how this project will fit into your workload.

   Describe available facilities, technological capabilities and other available resources you offer for the project. Additionally, the proposal should specifically address:

   A. What design specifications and plans are being proposed.
   B. What would be the project timeline and completion date.
   C. Why the design specification and plans proposed are the best interest for the City.
   D. How the Lifeguard Towers will meet the OSHA and Florida Building Code requirements.
   E. How the Lifeguard towers will be tied down and withstand various impacts.
   F. Provide details of all warrantees associated with your product.

4. References

   Provide names, addresses, and telephone numbers of up to three (3) references who are capable of explaining and confirming the firm's capacity to successfully complete the Services sought in this RFP.

5. Pricing

   Provide a cost estimate for the Services to be provided based on the Scope of Services and the firm's proposed approach to the project.

5.2 **Summary of Documents To Be Submitted With Proposals.** The following is a summary of documents required to be submitted for this Proposal. Failure to include a technical Proposal, cost Proposal, Proposal surety (if required below), or any other document that, by its omission, may prejudice the rights of other possible Proposers or respondents, may result in immediate rejection of a Proposal. Other forms or documents which, by their nature do not impact price or the Proposer's cost of doing business should accompany the Proposal; but must be provided within three (3) business days of the City's request to be considered responsive. The Forms are as follows:

Exhibit "A" Proposer's Qualifications
Exhibit "B" Public Entity Crimes Form
Exhibit "C" Non-Collusion Affidavit
Exhibit "D" Drug-Free Workplace Certification
Exhibit "E" Acknowledgement of Addenda
Exhibit "F" References
Exhibit "G" Certification to Accuracy of Proposal

The City reserves the right to request the most recently completed audited financial statement, or other approved documentation to verify financial viability.

6. EVALUATION METHOD AND CRITERIA

Evaluation of the responses will be conducted by an Evaluation Committee composed of City staff, or other persons selected by the City Manager or designee. Proposals shall be evaluated based upon the information and references contained in the responses as submitted. The Evaluation Committee will evaluate all responsive proposals at duly advertised public evaluation meetings in accordance with Florida law. The City reserves the right to award the contract to the Proposer which will best serve the interest of the City.

The scoring of the Proposals by the Evaluation Committee will be based on a point total and not a percentage factor. The Evaluation Committee will evaluate and rank the Proposals received on the basis of the criteria and available points indicated below:

CRITERIA	MAXIMUM POINTS
Firm Qualifications Experience in field, workload of current projects	25
Approach Understanding the scope of work, ability to comply with the full scope of work, technical soundness of Proposal	35
Price Proposal Estimated total cost of project	30
References	10

AWARD OF AGREEMENT

Award shall be made by the City to the responsible Proposer whose Proposal is determined to be the most advantageous to the City, taking into consideration price and the evaluation criteria set forth below. The City of Dania Beach reserves the right to accept the Proposal as a whole, or for any component of it if it appears to be in the best interest of the City.

7. PUBLIC RECORDS: :

If selected, the following will apply:

7.**1** Proposer agrees to keep and maintain public records in Proposer's possession or control in connection with Proposer's performance under the Agreement. Proposer

additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

7.2 Upon request from the City custodian of public records, Proposer 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.

7.**3** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the Agreement are and shall remain the property of the City.

7.4 Upon completion of the Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Proposer shall be delivered by the Proposer to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Proposer 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 the Agreement, the Proposer shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

7.5 Any compensation due to Proposer shall be withheld until all records are received as provided in this RFP.

7.6 Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Agreement by the City.

7.7 Section 119.0701(2)(a), Florida Statutes

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, THE PROPOSER MUST CONTACT THE CITY CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	**THOMAS SCHNEIDER, CITY CLERK**
Mailing Address:	**100 W. Dania Beach Boulevard** **Dania Beach, Florida 33004**
Telephone number:	**954-924-9800, Ext. 3623**

Email: tschneider@daniabeachfl.gov

8. INSURANCE REQUIREMENTS

8.1 Proposer agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of the agreement that are applicable to Proposer, its employees, agents, or subcontractors, if any, with respect to the work and services described in this RFP.

8.2 Proposer shall obtain at Proposer's expense all necessary insurance in such form and amount as required by this Proposal or by the City's Risk Manager before beginning work under the Agreement. Proposer shall maintain such insurance in full force and effect during the life of the Agreement. Proposer shall provide to the City's Risk Manager current certificates of all insurance required under this section prior to beginning any work under the Agreement.

8.3 Proposer shall indemnify and save the City harmless from any damage resulting to it for failure of a Proposer to obtain or maintain such insurance.

8.4 The following are required types and minimum limits of insurance coverage, which the Proposer agrees to maintain during the term of this contract:

The Contractor (the term "Contractor" refers to the successful Proposer in this RFP) shall not commence Work under the Agreement until Contractor has obtained all insurance required in this RFP, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the subcontractor and all Coverages required of any subcontractor have been obtained and approved in writing by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

The following are requirements that must be met regarding the Proposer's delivery of Certificates of Insurance for all coverages required in the Agreement and Proposal Documents:

"Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with a Proposal submittal on the date and time of the Proposal opening.

If the "preliminary" certificates are not included with a Proposal submittal, then the City has the right to consider the submitted Proposal as non-responsive on the date and time of the Proposal opening. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Contractor does 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 on or before the fourteenth (14th) Business Day after the issuance by the City of the "Notice of Apparent Low Proposal", then the City has the right to consider the awarded Agreement to the successful Proposer as void and to negotiate a agreement with the next lowest responsive and responsible Proposer.

"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 agreement to which they pertain, including a brief description of the subject matter of the agreement. 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 Contractor 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 Contractor 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 CONTRACTOR AND ANY 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 PROPOSAL DOCUMENTS CONCERNING CONTRACTOR 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 Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. Contractor shall be responsible for any deductible amounts.

Comprehensive General Or Commercial 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. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

Special Provisions As To General Liability Insurance: (to be confirmed on or attached to the Official Certificate of Insurance)

Annual Aggregate shall apply "Per Job";

- "The City of Dania Beach, Florida" is added as a named "Additional Insured";
- Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work;
- Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- Contractor's insurance shall be primary and non-contributory;
- Waiver of Subrogation in favor of the City;
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.
- 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 Proposal 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: i) any employee, subcontractor or subcontractor employee who is exempted or purported to be exempt from workers' compensation insurance coverage; or ii) any employee, subcontractor or

subcontractor employees who will be covered by an employee leasing arrangement.

- Special Provisions As To Workers' Compensation Insurance: (to be confirmed on or attached to the Official Certificate of Insurance)
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Waiver of Subrogation.
- Business Automobile Liability Insurance shall be maintained, per occurrence with combined single limits for Bodily Injury Liability and Property Damage Liability of no less than One Million Dollars ($1,000,000.00), to include coverage for owned, hired, and non-owned vehicles. 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 Services Office.
- Special Provisions As To Automobile Liability Insurance: (to be confirmed on or attached to the Official Certificate of Insurance)
- "The City of Dania Beach" is added as a named "Additional Insured";
- 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.
- Subcontractor Insurance. Contractor is advised to require all of its subcontractors to provide the aforementioned coverage as well as any other coverages that the Contractor may consider necessary, and any deficiency in the coverages or policy limits of any subcontractors will be the sole responsibility of the Contractor.

9 INDEMNIFICATION

9.1 GENERAL INDEMNIFICATION: Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, any sub-Contractor, 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; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Contractor in the performance of the Work; or c). liens, claims or actions made by the Contractor or any sub-contractor under Workers' Compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney fees, incurred by the City to enforce this agreement shall be borne by the Contractor. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any

patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. Successful Proposer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at its sole expense and agrees to bear all other related costs and expenses, even if the claim(s) is groundless, false, or fraudulent. Pursuant to Section 725.06, Florida Statutes, the indemnification required by this Section is limited to $1,000,000.00, which the parties agree bears a reasonable commercial relationship to the Agreement. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any negligence of any Successful Proposer, or any of the Successful Proposer's agents, servants, or employees during the performance of the work before the estimates have become due under this Agreement, the City may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the City, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

9.2 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the Contractor and that Section 725.06, Florida Statutes, requires a specific consideration to be given. The parties therefore agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is acknowledged and agreed upon, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

9.3 Upon completion of all Services, obligations and duties provided for in the Agreement, or in the event of termination of the Agreement for any reason, the terms and conditions of this provision shall survive indefinitely.

9.4 The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney fees (including appellate attorney fees) and costs.

9.5 The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney fees (including appellate attorney's fees) and costs. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained in this RFP is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

10 INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under the Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities under this RFP provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for in this document. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages, overtime premiums or both.

11 DEBARMENT AND SUSPENSION

Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, I; and Chapter IV,6.d and Appendix C, 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV,6.d and Appendix C,2. d. In general, an "excluded" party cannot receive a federal grant award or a contract within the meaning of a "covered transaction," to include sub-awards and subcontracts. This includes parties that receive federal funding indirectly, such as contractors to recipients and sub-recipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the federal government for purposes of the non-procurement common rule and Department of Homeland Security's implementing regulations, it does include some contracts awarded by recipients and sub-recipient.

12 DELIVERIES

Any item requiring delivery by the Proposer or by sub-contractors shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the Proposal price. If delivery of an item is required, the City reserves the right to cancel the delivery order(s) or any part of it, without obligation if delivery is not made at the time specified in the Proposal.

13 WARRANTIES

13.1 Successful Proposer warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Proposer is a party.

13.2 Successful Proposer warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its abilityto perform its obligations under the Contract.

13.3 Successful Proposer warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

13.4 All warranties made by Successful Proposer together with service warranties and guarantees shall run to Cityand the successors and assigns of City.

14 COPYRIGHTS OR PATENT RIGHTS

The Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered, if any, as a result of this Proposal. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

15 SAFETY STANDARDS

The Proposer warrants that the product(s) supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

16 INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified in this RFP. Any of the items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City or replaced at the entire expense of the successful Contractor.

17 NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex, pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that it will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

18 MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION:

The City of Dania Beach, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

18.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

18.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

18.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

18.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

18.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

19 TAXES: Successful Proposer shall pay all applicable sales, consumer use and other similar taxes required by law.

20 PERMITS, FEES AND NOTICES

Successful Proposer shall secure and pay for all permits and fees, licenses and charges necessary for the proper execution and completion of the work, if applicable. The costs of all permits, fees, licenses and charges shall be included in the Price Proposal except where expressly noted in the specifications.

During the performance of the Contract, there may be times when the Contractor will be required to obtain an Owner permit for such Work, or in connection with the items or services. It is the responsibility of the Contractor to insure that it has the appropriate Owner permits as may become necessary during the performance of the Contract. Any fees related to the Owner required permits in connection with the Contract will be the sole responsibility of the Contractor. Licenses, permits, and fees that may be required by Broward County, state or federal entities are not included in the above list.

21 PERFORMANCE

Failure on the part of the Proposer to comply with the conditions, terms, specifications and requirements of the Proposal shall be just cause for cancellation of the Proposal award. The City may, by written notice to the Proposer, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

22 TERMINATION OF CONTRACT

If the successful Proposer fails to provide the Services, or shall in any other manner commit a breach of the contract and fails to remedy the same within five (5) calendar days after written notice from the City, the City may terminate the contract resulting from the RFP without any further notice to the Proposer. City representatives will review the Services periodically to assure that the requirements of the contract are being met. If any portion of the Services are unsatisfactory, the Proposer shall be contacted, and the discrepancies corrected at no additional cost to the City.

23 TERMINATION OF CONTRACT FOR CONVENIENCE

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

24 TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Proposer shall fail to fulfill in a timely and proper manner its obligations under the contract, or if the Proposer shall violate any of the provisions of the contract, the City may upon written notice to the Proposer, terminate the right of the Proposer to proceed under the contract, or as to such part or parts of the contract for which there has been a default, and may hold the Proposer liable for any damages caused to the City by reason of such

default and termination. In the event of such default and termination, any completed Services performed by the Proposer under the contract shall, at the option of the City become the City's property and the Proposer shall be entitled to receive equitable compensation for any Services completed to the satisfaction of the City. The Proposer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the contract by the Proposer, and the City may withhold any payments to the Proposer for the purpose of set-off until such time as the amount of damages due to the City from the Proposer can be determined.

25 SUCCESSORS AND ASSIGNS; ASSIGNMENT; SUBLETTING

The City and Contractor, respectively, will bind themselves, their partners, successors, assigns and legal representatives to the contract. Neither party to the contract shall assign it or sublet it or any portion of it, without the advance written consent of the other.

26 EMPLOYEES OF THE PROPOSER

26.1 Proposers shall only designate employees who are sufficiently skilled to provide the required services specified in the RFP. Any person employed to provide the Services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to the Services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Proposer from performing the Services. Any interference with, or any abusive or threatening conduct toward any City representative, City assistants or inspectors by the Proposer, its employees or agents, or any member of the public shall be grounds for the City to terminate the contract and re-let the Services. The Proposer shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Services areas where Services are conducted in an acceptable and safe condition.

26.2 Proposer agrees that it or its officers, if a corporation or other legal entity, shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

27 TAXES: The City of Dania Beach is exempt from all federal, state, and local taxes. An exemption certificate will be provided where applicable upon request.

28 LITIGATION

28.1 In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a Proposal if the Proposer, or any officer or director of the Proposer submitting the Proposal, is or has been engaged directly or indirectly in legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.

28.2 In determining whether or not to reject a Proposal under this section, the City will consider whether the litigation is likely to affect the Proposer’s ability to work with the City, its consultants and representatives and whether the City’s experience with the Proposer indicates that there is a risk that the City will incur increased staff and legal costs in the administration of the contract if it is awarded to the Proposer.

28.3 A contract with the successful Proposer will include the following:

GOVERNING LAW; CONSENT TO JURISDICTION. The law of the State of Florida shall govern the contract. The contract is not subject to arbitration. **THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM, OR IN ANY WAY CONNECTED WITH THE CONTRACT. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL CONTRACT TERM**.

28.4 All claims, counterclaims, disputes and other matters in question between City and the Consultant arising out of, relating to or pertaining to the contract, the breach of it, the services of it, or the standard of performance required in it, are to be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction.

29 OTHER GOVERNMENTAL ENTITIES

If a Proposer is awarded a contract as a result of this RFP, Proposer will, if Proposer has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the RFP and resulting contract.

30 UNBALANCED PROPOSAL PRICING

When a unit price proposed has variable or estimated quantities, and the Proposal shows evidence of unbalanced Proposal pricing, such Proposal may be rejected.

31 INFORMATION REQUESTS AFTER DUE DATE

Pursuant to Florida Statutes Section 119.071 sealed Proposals or Proposals received by an agency pursuant to Invitations to Proposal or requests for Proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to Florida Statutes §119.071(1) (b) (2), or within 30 days after Proposal/Proposal opening, whichever is earlier.

32 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all Services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

33 CONTINGENT FEES PROHIBITED

The Proposer must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a

contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-contractor, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

34 CONE OF SILENCE

Definitions: "Cone of Silence," as used in this ITB, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("ITB") or bid, between:

a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and:

a City Commission member, City's professional staff including, but not limited to, the City Manager and her staff, or any member of the City's Evaluation Committee.

Restriction; Notice: A Cone of Silence shall be imposed upon this ITB upon the advertisement of the ITB. At the time of imposition of the Cone of Silence, the City Manager or designee shall provide for public notice of the Cone of Silence by posting a notice at the City Hall. The City Manager shall issue a written notice as to the Cone of Silence to the affected departments, file a copy of such notice with the City Clerk, with a copy to each City Commissioner, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether a regular or special meeting) at which the City Manager makes her written recommendation of award to the City Commission. However, if the City Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

Oral communications at pre-bid conferences;

Oral presentations before the Evaluation Committee;

Public presentations made to the City Commission members during any duly noticed public meeting;

Communications regarding the ITB between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Procurement and Contract Services Agent or City employee designated as responsible for administering the procurement process for the ITB, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

Communications with the City Attorney and his staff;

Duly noticed site visits to determine the competency of a Proposer regarding the ITB during the time period between the opening of Proposals and the time the City Manager makes a written recommendation;

Any emergency procurement of goods or services pursuant to City Code;

Responses to the City's request for clarification or additional information;

Contract negotiations during any duly noticed public meeting;

Communications to enable City staff to seek and obtain industry comment or perform market research, provided all related communications between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and staff are in writing or are made at a duly noticed public meeting.

Penalties: Violation of this section by a particular Proposer shall render any ITB award or contract to the Proposer voidable by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided in this ITB, violation of any provision of this section by a City employee may subject the employee to disciplinary action.

Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

EXHIBIT "A"

PROPOSER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made below:

		Check One
Submitted By:	_____	☐ Corporation
Name:	_____	☐ Partnership
Address:	_____	☐ Individual
City, State, Zip	_____	☐ Other (describe)
Telephone No.	_____	
Fax No.	_____	
Email	_____	

State the true, exact, correct and complete name of the partnership, corporation, trade or other name under which you do business and the address of the place of business.

The full legal name of the Proposer is:

The address of the principal place of business is:

1. If Proposer is a corporation, answer the following:

Date of Incorporation: _____

State of Incorporation: _____

President's name: _____

Vice President's name: _____

Secretary's name: _____

Treasurer's name: _____

Name and address of Resident Agent: _____

_____

2. If Proposer is an individual or a partnership, answer the following:

Date of organization: _____

Name, address and ownership percentage units of all partners:

_____

_____

_____

State whether general or limited partnership and confirm it is registered to do business in Florida:_____

3. If Proposer is other than an individual, corporation or partnership, describe the organization and give the names and addresses of principals:

_____

_____

_____

4. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

5. How many years has your organization been in business under its present business name? ____

_____

a) Under what other former names has your organization operated?

_____

_____

_____

6. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFP. Please attach certificate of competency and state registration.

_____

_____

_____

7. Have you personally reviewed the requirements for the proposed services?

☐ YES ☐ NO

8. Do you have a complete set of documents, including drawings and addenda?

☐ YES ☐ NO

9. Did you attend the Pre-Proposal Conference if any such conference was held?

☐ YES ☐ NO

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

11. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of services which you have performed and to which you refer (government owners are preferred as references).

Name	Address	Telephone

12. List the pertinent experience of the key individuals of your organization (continue with an additional sheet, if necessary).

13. State the name and title of the individual who will have responsibility relating to the services:

14. State the name and address of attorney or law firm, if any, for the business of the Proposer:

15. State the names and addresses of all businesses and individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business:

16. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

17 State the name of the Surety Company which will be providing the bond, and name and address of agent:

_____

_____

_____

18. Bank References:

Bank	Address	Telephone

19. Attach a financial statement including Proposer's latest balance sheet and income statement showing the following items:

a) Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses)

b) Net Fixed Assets

c) Other Assets

d) Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes)

e) Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).

20. State the name of the firm preparing the financial statement and its date:

_____

21 Is this financial statement for the identical organization named on page one?

☐ YES ☐ NO

22. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

_____

_____

_____

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the City in awarding a contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the City to reject the proposal, and if after the award, to cancel and terminate the award, contract or both.

_____

Signature

_____

Print Name

_____

Title

_____

Date

STATE OF _____)

COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2021.

Notary Seal

_____

Signature of Notary Public

_____

Printed Name of Notary Public

EXHIBIT "B"

CITY OF DANIA BEACH, FLORIDA
SWORN STATEMENT UNDER §287.133(3)(A), FLORIDA STATUTES
PUBLIC ENTITY CRIMES

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Request for Proposals, City RFP No.: 21-004

2. This sworn statement is submitted by:_____
(**PRINT** Name of entity submitting sworn statement)

its business address is: _____
_____
_____

Federal Identification Number
(FEIN) is: _____
(if applicable)

Social Security Number: _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: _____
(**PRINT** Name of individual signing this document)

and my relationship to the entity is:_____
(President, General Partner, etc. as applicable)

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that to be "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt and conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as a plea of "No Contest").

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:

   (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or

   (b) An entity under the control of any natural person who is active in the management of the entity and which has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

   1. _____ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   2. _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please now indicate which additional statement below applies):

      A. _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

B. _____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

C. _____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

_____ _____

Signature (of person whose **Printed** Name first appears above)

Date

STATE OF _____

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2021.

Notary Seal

_____

Signature of Notary Public

_____

Printed Name of Notary Public

EXHIBIT "C"

NON-COLLUSION AFFIDAVIT

The undersigned Proposer has not divulged, discussed or compared his/her/its Response with any other Proposer, and has not colluded with any other Proposer or party to this Request for Proposals whatsoever.

_____
Signature of Proposer

_____
PRINT Name of Proposer

_____
Title

_____, 2021
Date

STATE OF _____

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2021.

Notary Seal

_____
Signature of Notary Public

_____
Printed Name of Notary Public

EXHIBIT "D"

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(**PRINT** Name of Authorized Agent)

_____ of _____
(Title) (Proposer Name)

who does certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____
Date Signature

EXHIBIT "E"

ACKNOWLEDGMENT OF ADDENDA

The Proposer acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of the RFP. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the Proposer.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

EXHIBIT "F"

REFERENCE LIST

FIVE (5) MUNICIPALITIES FOR WHICH PROPOSER PERFORMED SIMILAR SERVICES WITHIN THE PAST FIVE (5) YEARS

The following is a list of at least five (5) references from municipalities for which Proposer provided similar services to those sought in this RFP in the past three (3) years:

1. Name of Entity for which services were performed:_____
   Brief Description of Scope of Services: _____
   Amount of Contract Award: _____
   Status of Contract: _____
   Contact Name: _____
   Telephone Number:_____

2. Name of Entity for which services were performed:_____
   Brief Description of Scope of Services: _____
   Amount of Contract Award: _____
   Status of Contract: _____
   Contact Name: _____
   Telephone Number:_____

3. Name of Entity for which services were performed:_____
   Brief Description of Scope of Services: _____
   Amount of Contract Award: _____
   Status of Contract: _____
   Contact Name: _____
   Telephone Number:_____

4. Name of Entity for which services were performed:_____
   Brief Description of Scope of Services: _____
   Amount of Contract Award: _____
   Status of Contract: _____
   Contact Name: _____
   Telephone Number:_____

5. Name of Entity for which services were performed:_____
   Brief Description of Scope of Services: _____
   Amount of Contract Award: _____
   Status of Contract: _____
   Contact Name: _____
   Telephone Number:_____

EXHIBIT "G"

CERTIFICATION TO ACCURACY OF PROPOSAL

The Proposer, by executing this form, certifies and attests that all forms, affidavits and documents related to the document that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the Proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

By submitting a response to do the work, the Proposer certifies that a careful review of the RFP has taken place and that the Proposer is fully informed and understands the requirements of the RFP and the expected Agreement and the quality and quantity of services to be performed.

The undersigned individual, being duly sworn, deposes and says that:

A. He/She is_____ of _____, the Proposer that has submitted the attached Proposal;

B. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all forms, affidavits and documents submitted in support of such Proposal;

C. All forms, affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;

D. No information that should have been included in such forms, affidavits and documents has been omitted; and

E. No information that is included in such forms, affidavits or documents is false or misleading.

EXHIBIT "G"
CERTIFICATION TO ACCURACY OF PROPOSAL
(continued)

_____
Signature (Blue ink only)

_____
Print Name

_____
Title

_____
Date

STATE OF _____)

COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2021.

Notary Seal

_____
Signature of Notary Public

_____
Printed Name of Notary Public

RFP 21-004 Beach Lifeguard Towers

M. Huck

	Firm Qualifications	Approcah	Price Proposal	References	Total
Bausch Enterprises, Inc.	20	25	28	10	83
Boromei Construction	20	25	15	5	65
Post and Beam LLC	20	20	10	10	60

C. Writer

	Firm Qualifications	Approcah	Price Proposal	References	Total
Bausch Enterprises, Inc.	20	30	25	10	85
Boromei Construction	18	20	15	10	63
Post and Beam LLC	20	25	10	10	65

A. Ifedi

	Firm Qualifications	Approcah	Price Proposal	References	Total
Bausch Enterprises, Inc.	25	30	30	10	95
Boromei Construction	25	30	10	10	75
Post and Beam LLC	25	25	10	10	70

Firm	Final Score	Rank
Bausch Enterprises, Inc.	263	1
Boromei Construction	203	2
Post and Beam LLC	195	3

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

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 AWARD OF INVITATION TO BID ("ITB") NO. 21-007 ENTITLED, "COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") YEAR 45 NEIGHBORHOOD IMPROVEMENTS PROJECT" TO MIGUEL LOPEZ JR., INC. IN THE AMOUNT OF ONE HUNDRED FIFTY-SEVEN THOUSAND ONE HUNDRED FIFTY DOLLARS ($157,150.00); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT; 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-ITB-OASISXIV-AWARD-052521-revFJR (Finance 5-18-21) (002), R-2021-Miguel Lopez, Jr. Bid Award for CDBG Year 45 Neighborhood Improvements Project (ITB 21-007)

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: May 25, 2021

TO: Honorable Mayor and Commissioners

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

FROM: Fernando J. Rodriguez, Public Services Director
Dincer A. Ozaydin, Deputy Public Service Director/City Engineer

RE: Authorization to Award ITB-No. 21-007 "Community Development Block Grant Year 45 Neighborhood Improvements"

Request

City Administration is requesting the adoption of a resolution authorizing the award of ITB No. 21-007 "Community Development Block Grant Year 45 Neighborhood Improvements" to Miguel Lopez Jr. Inc. to construct Oasis XIV on SE 13th Street and SE 13th Terrace.

Background

On April 28, 2020, a public hearing was held on the Oasis XIV Project. The City Commission approved Resolution 2020-036, authorizing the City to submit to Broward County the Oasis XIV Project as the alternative CDBG Year project.

Approval to bid construction of Oasis XIV was granted via Resolution 2020-109, passed and adopted on September 24, 2020. The project's Invitation to Bid (ITB) was advertised in the Sun-Sentinel on March 31, 2021, and posted on the City's website and Demand-Star. The City received two (2) responses which were opened publicly on April 30, 2021. The ITB evaluation committee reviewed all proposals from bidders. The committee ranked Miguel Lopez Jr. Inc. as the most responsible and responsive bidder and therefore recommends this contractor's selection for the project.

Budgetary Impact

The total cost of the project is $157,150. Funding in the amount of $172,549.00 is available in the Grants Account Number 103-39-65-541-63-10.

Recommendation

City Administration recommends that the City Commission adopt the resolution to award ITB No. 21-007 "Community Development Block Grant Year 45 Neighborhood Improvements" in amount not to exceed $157,150.00.

RESOLUTION NO. 2021-075

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID ("ITB") NO. 21-007 ENTITLED, "COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") YEAR 45 NEIGHBORHOOD IMPROVEMENTS PROJECT" TO MIGUEL LOPEZ JR., INC. IN THE AMOUNT OF ONE HUNDRED FIFTY-SEVEN THOUSAND ONE HUNDRED FIFTY DOLLARS ($157,150.00); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 11, 2020, the Public Services Department (PSD) presented the Oasis XIV – SE 13th Street and SE 13th Terrace Project to the City Commission; and

WHEREAS, on April 28, 2020, the City Commission approved Oasis XIV as the Year 45 Community Development Block Grant project; and

WHEREAS, on September 24, 2020, the City Commission approved Resolution 2020-109 authorizing the PSD to issue an ITB for the Oasis XIV – SE 13th Street and SE 13th Terrace Project; and

WHEREAS, two (2) responses were received on April 30, 2021, and evaluated by the City's Selection Committee (Committee):

1. Miguel Lopez Jr., Inc. $157,150.00
2. FG Construction, LLC. $182,843.56; and

WHEREAS, the Committee's assessment of the bid packages provided by the respondents resulted in the selection of Miguel Lopez Jr., Inc. as the most responsible and responsive bidder;

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 a contract with Miguel Lopez Jr., Inc. for the Oasis XIV – SE 13th Street and SE 13th Terrace Project in an amount not to exceed One Hundred Fifty-Seven Thousand One Hundred Fifty Dollars ($157,150.00).

Section 3. That the adopted budget for this project includes funding in the amount of One Hundred Seventy-Two Thousand Five Hundred Forty-Nine Dollars ($172,549.00) of CDBG funds through the Housing Finance and Community Redevelopment Division of Broward County in account number 103-39-65-541-63-10.

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 immediately upon its passage and adoption.

PASSED AND ADOPTED on May 25, 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: Bids and Proposals

Continued from:

Requested Action (Identify appropriate Action or Motion)
ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO WAIVE COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZE THE PROPER CITY OFFICIALS TO ENTER INTO AN AGREEMENT FOR REAL ESTATE AND MARKETING SERVICES WITH COLLIERS INTERNATIONAL SOUTH FLORIDA, LLC IN A NOT TO EXCEED AMOUNT OF FORTY FOUR THOUSAND DOLLARS ($44,000.00)

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memo - Real Estate and Marketing Services for Dania Beach Grill, R-2021-076 Colliers International South Florida Agreement for Real Estate and Marketing Services (DB Grill), R-2021-076 Colliers International South Florida Agreement for Real Estate and Marketing Services (DB Grill) Attachment

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH
OFFICE OF THE CITY MANAGER

MEMORANDUM

DATE: May 25, 2021

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, Assistant City Manager

RE: REAL ESTATE AND MARKETING SERVICES FOR THE REDEVELOPMENT OF DANIA BEACH GRILL – COLLIERS INTERNATIONAL FLORIDA, LLC

REQUEST

City Administration is requesting approval of Resolution authorizing the execution of proposal from Colliers International Florida, LLC for real estate and marketing services for the redevelopment of Dania Beach Grill.

BACKGROUND

The Dania Beach Grill located at the south end of the City's Ocean Park has been a very popular location for restaurant and bar activity provided by tenants for numerous years. In recent years, the building's mechanical, electrical, and plumbing (MEP) systems as well as the original structure has been subject to severe deterioration and deferred maintenance. Due diligence of the building was performed via various agencies and professionals to determine the condition of the building and to identify the remedial actions necessary to ensure public health and safety at the Beach Grill.

On April 11, 2019, by determination of the City Building Official and with the information provided by the Calc Engineering Assessment and Report, the Dania Beach Grill building was temporarily closed pending repair and rehabilitation. It was also determined that a more detailed examination and evaluation was needed to properly assess the existing conditions and remedial actions. Furthermore, the City made a deeper assessment regarding parking challenges and opportunities to assess not just the Dania Beach Grill but the entire Ocean Park campus. This included a multitude of meetings including FAU, FDOT and consultants of Ocean Park Master Plan to seize an opportunity by looking at the beach campus holistically.

The reopening of a new and safe Dania Beach Grill is a "Top Priority" of the Commission and the City Manager's Strategic Plan 2021. Colliers International Florida, LLC (Colliers) is a leading commercial real estate brokerage and investment firm that has been providing guidance and

support throughout this process and is very familiar with this endeavor. Colliers has submitted a proposal that includes all the key elements associated with this desired objective and success of this project. Colliers will provide a request for proposal (RFP) in collaboration with our procurement team, market the subject property, and subsequent analysis of the submitted proposal responses for the redevelopment of the Dania Beach Grill for the City of Dania Beach. To achieve the desired goal of seeking the best responsible developer/development team, Colliers would represent the City to proactively market the RFP, and work on the City's behalf during negotiations with selected developers. Below are the main tasks included in the scope of work in the proposal from Colliers:

Task 1 RFP Global Marketing

- Meet with City stakeholders, review and discuss financial structure and qualifications
- Develop a comprehensive and detailed marketing offering brochure
- Proactively market the RFP nationwide/globally

Task 2 Real Estate Advisory

- Real Estate Advisor to Dania Beach Grill/RFP Evaluation Committee
- Assist in reviewing all proposals
- Provide technical assistance and market analysis of the proposals
- Attend all required meetings of the Evaluation Committee
- Attend all required City Commission meetings

Task 3 Development Agreement Negotiations

- Participate in agreement negotiations with selected firms
- Attend all required negotiation meetings
- Provide real estate advisory reports and financial/market analysis as requested

BUDGETARY IMPACT

The real estate and marketing services defined in the proposal cost $44,000, the total cost is split between three (3) tasks.

Task 1 RFP Global Marketing: $10,000
Task 2 Real Estate Advisory: $17,000
Task 3 Development Agreement Negotiations: $17,000

Funding for these professional services in the amount of $44,000.00 will be provided by an appropriation of General Fund Reserves (001-00-00-389-90-01) to City Manager Professional Services (001-12-01-512-31-10).

RECOMMENDATION

The City Administration recommends waiving bids for this item, approving the attached Resolution and executing the proposal.

Attachments: Proposal for Owner's Representative Services for Dania Beach Grill (Colliers)

cc: Tom Ansbro, City Attorney
Eve Boutsis, Assistant City Attorney
Lori Adams, Legal Department Manager
Frank DiPaolo, Finance Director
Adam Segal, Assistant Finance Director
Sasha Ramos, Procurement Administrator

RESOLUTION NO. 2021-076

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO WAIVE COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZE THE PROPER CITY OFFICIALS TO ENTER INTO AN AGREEMENT FOR REAL ESTATE AND MARKETING SERVICES WITH COLLIERS INTERNATIONAL SOUTH FLORIDA, LLC IN A NOT TO EXCEED AMOUNT OF FORTY FOUR THOUSAND DOLLARS ($44,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the reopening of a new and safe Dania Beach Grill is a "Top Priority" of the City Commission and the City Manager's Strategic Plan 2021; and

WHEREAS, Colliers International Florida, LLC ("Colliers") submitted a proposal that includes preparation of a Request for Proposal ("RFP") in collaboration with the City's procurement team, marketing of the subject property, and the subsequent analysis of the proposal responses for the redevelopment of the Dania Beach Grill; and

WHEREAS, to achieve the desired goal of seeking the best responsible developer, Colliers would represent the City to market the RFP and work on the City's behalf during negotiations with the selected developer; and

WHEREAS, in furtherance of the advancement of the reopening of the Dania Beach Grill, the City finds it is in its best interest to enter into an agreement with Colliers International for Real Estate and Marketing Services in a not to exceed amount of Forty Four Thousand Dollars ($44,000.00);

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

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

Section 2 That the City Commission authorizes the proper City officials to execute an agreement with Colliers International to provide real estate and marketing services without competitive bidding.

Section 3. That funding for the real estate and marketing services related to the reopening of the Dania Beach Grill is available in the General Fund Reserves Account No. 001-

00-00-389-90-01 to be appropriated to the City Manager Professional Services Account No. 001-12-01-512-31-10.

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

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

PASSED and ADOPTED on May 25, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	TAMARA JAMES MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Proposal for Owner's Representative Services for Dania Beach Grill

May 17, 2021

Prepared BY:
Colliers International Florida, LLC

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Prepared For:

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Colliers International Florida, LLC 200 E Broward Blvd
Suite 120
Fort Lauderdale, FL 33301

May 17, 2021

Ken Krasnow, Vice Chairman, Institutional Investor Services | Florida
Tel: +1 786.517.4990
Email: ken.krasnow@colliers.com

Ana M. Garcia, ICMA-CM
City Manager
City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33301
Email: agarcia@daniabeachfl.gov

RE: Owner's Representative Services for Dania Beach Grill

Dear Ana,

Thank you for considering Colliers International Florida ("Colliers") for the assignment of preparing a request for proposal (herein referred to as RFP), marketing the site and subsequent analysis of the submitted proposal responses for the redevelopment of Dania Beach Grill for the City of Dania Beach.

Accordingly, please review our proposed preliminary scope of service as follows and revert to us with any questions, comments, or additional requests.

PROPOSED SCOPE OF WORK ("Agreement")

Project	Owner's Representative Services for Re-development of Dania Beach Grill in the City of Dania Beach
Location	65 N Beach Road, Dania Beach, FL.
Parties	Colliers International Florida, LLC ("Colliers") and City of Dania Beach (herein at times referred to as "Client")
Intended User	The RFP and report on the proposals received by the City will be prepared by Colliers is intended to be used solely by the City of Dania Beach, which is the Intended User.
Intended Use	The report to be performed under this Agreement ("Owner's Representative Services for Dania Beach Grill for City of Dania Beach") is intended for the creation of an RFP and evaluation of proposals received for the reconstruction or redevelopment of Dania Beach Grill. The report is not intended for any other use.

Scope of Work

The City of Dania Beach (the "City") has had previous engineering reports completed on the Grill. The report concluded that the existing structure is not safe for public use and requires major structural, electrical, mechanical, and plumbing repairs and to be safe for occupancy. As such, the City is seeking to identify a developer to either reconstruct or renovate and repair the existing deficiencies and operate the Grill.

To achieve the desired goal of seeking a developer/development team, the City is seeking owner's representative services to develop an RFP, broadly and proactively market the RFP, assist in the evaluation of proposals and work on City's behalf during negotiations with selected developer generally outlined in the tasks below.

Task 1 RFP Global Marketing

1.1 Meet with City stakeholders to understand the goals of the City in the type of project, financial structure, and qualifications of the respondents they would like to see.

1.2 Develop a comprehensive and detailed marketing offering brochure for the Dania Beach Grill considering all the City's goals.

1.3 Proactively market the RFP nationwide/globally leveraging Colliers International's professional network, proprietary database(s) and through all forms of marketing efforts to include email, online database portals, print and digital marketing efforts.

Task 2 Real Estate Advisory

2.1 Act as real estate advisor to the City of Dania Beach/ Grill RFP Evaluation Committee.

2.2 Assist in reviewing all proposals to determine if they meet the requirements stated in the RFP and achieves the goals established with the City. Included in part of this evaluation will be an initial meeting with evaluation committee.

2.2 For all proposals that meet the requirements, provide technical assistance and market analysis of the proposals.

2.3 Attend all required meetings of the Evaluation Committee.

2.4 Attend all required City Commission Meetings.

Task 3 Development Agreement Negotiations

3.1 Participate in agreement negotiations with selected firm(s).

3.2 Attend all required negotiation meetings.

3.3 Provide real estate advisory services to the City team as requested, including written reports and financial/market analysis.

Deliverable 1 Related to Task 1 An RFP/Offering Memorandum marketing package reflecting the goals of the City for the development.

Deliverable 2 Related to Task 2 A strengths & weaknesses matrix for all qualified proposals based on the criteria listed in the RFP and the due diligence items listed in Task 2 above.

Deliverable 3 Related to Task 3 A completed Developer Agreement with all the specific terms and conditions sufficiently detailed so a final document can be presented to City Council for action.

Based on the scope of work outlined above, Colliers anticipates 15 days for development of the Offering Memorandum/RFP, a national and international 60-day marketing period, 30 days to complete the evaluation and report from receipt of the proposals from City and after selection of finalist, 90 days to execute an agreement. Should the scope expand beyond the defined scope presented above, then we would revisit timing and costs based on the extent of scope modifications.

Professional Fees	A flat, lump sum fee due Colliers International upon completion of Tasks 1, 2 & 3 shall be forty-four thousand ($44,000) dollars which shall be payable as follows: $10,000 within thirty (30) days upon the completion of Task 1 $17,000 within thirty (30) days upon the completion of Task 2 $17,000 within thirty (30) days upon the completion of Task 3
	The fee above includes client calls and emails as needed discussing deliverables status followed by a one-week post-delivery comment period for modifications/clarifications on materials presented within the scope described above. Colliers will also be available to meet with and discuss report with both the Evaluation Committee and City Council as required.
No. of Reports	Two (2) Electronic Final Reports (PDF)

Marketing Services

Dania Beach will have a strong local partner with a global marketing platform to support them, that will never stop thinking of ways to optimize results for the project. With the intense competition in the market, we will continuously pursue creative ways to recapture and retain market share advantage.

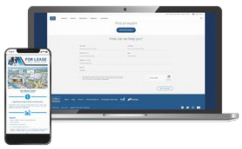
Social Media Campaigns

Tailored campaigns to reach the right audience

- Audience profiling
- In-house experts
- Qualified leads

Email Marketing Campaigns

Lead generation continues to grow from our unrivaled database



- Industry leading database
- Targeted email marketing campaigns
- Metrics tracking to ensure to ROI

Online Portals

Leveraging industry platforms to reach further

- Premier CRE platforms
- Extended reach
- Active audience

Photography & Videography

Positioning your property in the best light

- Professional photography
- Drone aerials available
- Property Video services

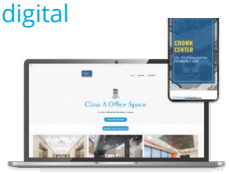
Print/Digital Brochures

Differentiating your property

- Elevate Design
- Print or digital deliverables

Websites & Microsites

Driving engagement & expediting conversion with digital



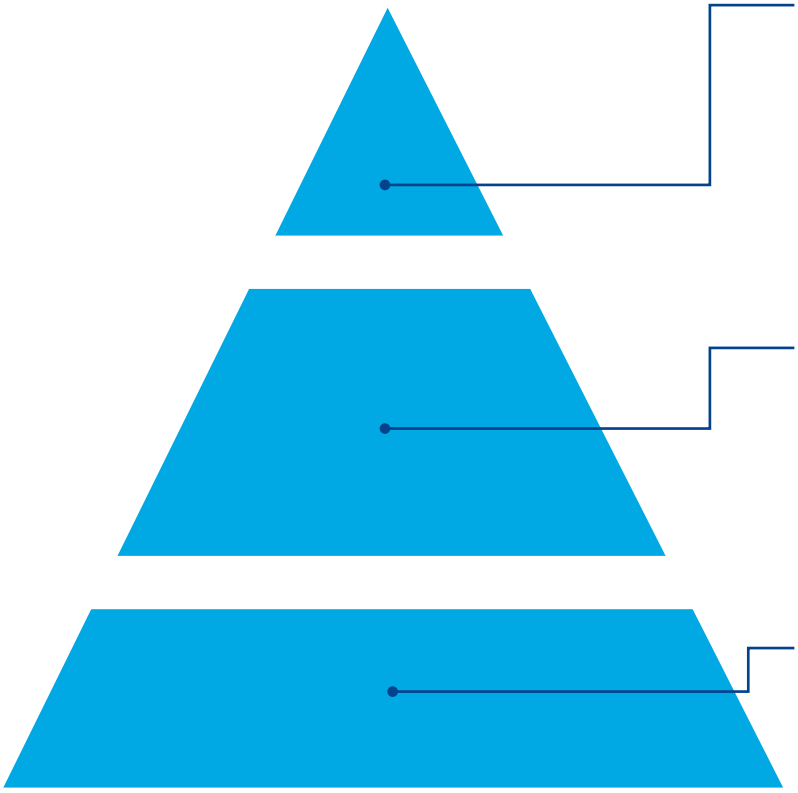
- Bespoke design
- Mobile-first
- Interactive content

Disposition Strategies

Target markets are more than lists. They are unique audiences—and potential customers—with varying preferences and needs. Colliers' tiered marketing approach maximizes exposure to your primary market while developing awareness and understanding within your secondary and tertiary markets.

Our targeted approach clarifies expectations and accelerates the transaction process by focusing our efforts on your best prospects to achieve more immediate results:

- Who is your core audience—who will pay the highest price?
- What are their core concerns—and how can we address these fears and benefits?
- How do they want to receive communication—what makes them most likely to listen?



Primary Market

These are your prime prospects. Based on our research, they are most likely to buy and most willing to pay a price premium and/or move quickly. We will reach out to developers that understand City of Dania Beach and will lend to the synergistic nature of the development. To this market we will send an offering memorandum, flyers, eblasts, unique mailers and follow up with phone calls.

Secondary Market

These prospects have potential. They may have a need or desire for a property like yours, but they are not committed to take action or have a lesser need in mind with respect to space or rates. To this market, whom we identify as local mixed-use developers, we will send general eblasts, flyers and brochures.

Tertiary Market

This is your broad, early-stage market. It has the largest pool of potential customers, but it also includes those that have not fully developed their space requirements. To this market of REIT's, Developers, Land Holders, Users we will send broadcast audience emails, advertise via signage and through our online marketing efforts including our availabilities lists, Loopnet, Co-Star, CREXI and Colliers.com.

Colliers International Florida, LLC 200 E Broward Blvd
Suite 120
Fort Lauderdale, FL 33301

Terms and Conditions

The attached Terms and Conditions are deemed a part of this Agreement as though set forth in full herein. To meet the timeline described herein, please sign and return an executed copy of this agreement within the next ten (10) days.

I, Ana M. Garcia, on behalf of the City of Dania Beach, agree to the above stated terms and authorize Colliers International Florida, LLC to provide Owner's Representative Services for Dania Beach Grill.

_____ Date: _____

Ana M. Garcia, ICMA-CM
City Manager
City of Dania Beach

Respectfully,

Ken Krasnow, Vice Chairman, Institutional Investor Services

Colliers International Florida, LLC

CITY OF DANIA BEACH
CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: May 25, 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=tansbro@daniabeachfl.gov, c=US Date: 2021.05.20 11:38:13 -04'00'

SUBJECT: Amendment of Program Exemptions for the Public Art Ordinance and Program

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The Request

City Commission approval by Ordinance of an amendment of the Public Art Program's possible grant of exemptions of program requirements.

Background

The City Code of Ordinances, Code Sec. 811-60, entitled "Applicability," provides for possible exemptions to be granted by the City Commission from the Public Art Program for the following categories of entities:

1. Projects consisting 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.

The City is seeking to remove the ability of applicants to request to be exempt from the program for schools, churches or places of worship and affordable housing projects that receive economic development grants or incentives. During discussion of the possible change to the program at the last Commission meeting, I stated that we would review current law to determine if removal of the exemption for these entities would ~~not~~ be in violation of state or federal law.

Below is a synopsis of our research.

Issue: Whether there are any laws that would hinder the City's ability to enforce its public art fee program with respect to a religious institution, a school, or an affordable housing or similar project.

Summary Answer: There does not appear to be a violation of state or federal law in removing the exemption for private schools, religious institutions and affordable housing projects. Public schools are exempt from paying the public art fee or installing public art, under state law. There is no need to create an exemption for public schools in the Code since state law preempts the City's code. The same is true for federal buildings. Federal law preempts the City's zoning code and local ordinances. However, affordable housing projects are not afforded such federal protection.

Analysis:

(1) Public Schools

Pursuant to Florida Statutes, Section 1013.37, traditional public schools are exempt from the Florida Building Code and the Fire Code. This statute provides for a state uniform building code for the construction of public educational facilities and exempts schools from local laws relating to the state building code. Section 1013.371(1)(a), Florida Statutes, requires that all educational facilities constructed by a school board are required to incorporate the state building and fire codes and shall be "exempt from all other state building codes; county, municipal, or other local amendments to the Florida Building Code and local amendments to the Florida Fire Prevention Code; building permits, and assessments of fees for building permits, except as provided in s. 553.80; ordinances; road closures; and impact fees or service availability fees." Public schools are not exempt from the provisions of the Local Government Comprehensive Planning and Land Development Regulation Act, sections 163.3161-163.3217, Florida Statutes. Rather, the Legislature has made it clear that school districts and school boards are subject to local land development regulations enacted to implement local comprehensive land use planning and development.

Each city has adopted a Public School Element into its Comprehensive Plan and entered into Interlocal Agreements with its School Board. Under such agreements, cities can review a limited criteria of items but those criteria do not include art in public places. As can be seen from Section 1013.371 public schools are also exempt from other city ordinances and impact fees. The School Board would maintain that application of the public art ordinance to it has been preempted by the State.

Alternatively, a charter school, being built on private land would have to adhere to the City's Zoning Code, subject to certain restrictions. (Florida Statutes Section 1002.33(a)). Imposition of Public Art requirements on a charter school could result in a challenge by the Charter School that the City is disparately treating the charter school, i.e., not treating it equitably or comparably as compared to a public school, since public schools do not need to comply with Public Art requirements. It is notable that the Legislature did not mirror the language applied to traditional public schools for charter schools, but it did provide language that charter schools must be treated "equitably". We would maintain that a charter school is subject to the City art requirements.

(2) Religious facilities.

Religious facilities, and uses associated with them, are protected under federal law pursuant to the Religious Exercise in Land Use Protection Act, ("RLUIPA") 2 USC 2000cc-1. Under the provisions of the City ordinance, the City would maintain that its Public Art Program does not impose a substantial burden on the religious exercise of a person and that the City is treating all facilities equally. The City would also maintain that there is a compelling governmental interest to provide public art. Religious institutions are not usually the recipient of federal financial assistance and the art program would not affect commerce or create a substantial burden. The "substantial burden" and "compelling government interest" tests are examined by courts when applying RLUIPA.

There have been no cases challenging a public art program under the federal law. The City is not imposing or implementing a land use regulation in a manner that treats a religious assembly or institution on less than equal terms with a nonreligious assembly or institution. Further, the City is not imposing or implementing a land use regulation that discriminates against any assembly or institution on the basis of religion or religious denomination. The City's uniform application of its Public Art Program is designed to be neutral in its enforcement and application.

(3) Private Schools.

The City's uniform application of its Public Art Program is designed to be neutral in enforcement and application. There is no federally recognized or state recognized law precluding the City from applying its Public Art Program with respect to private schools, which was recently done by the City Commission by denial of a requested exemption.

(4) Affordable housing projects.

There is no federal or state exemption or preemption when local governments seek to implement a public art program when applied to a public housing project. In fact, many affordable housing projects receive CBDG, HOME and SHIP funding, which also provide a public art requirement, tied to the government funding. Again, no preemption was raised in the other recent City Commission decision as to the Saratoga III housing development.

(5) Federal facilities.

Federal laws exempt and preempt most federal buildings from local zoning laws as well as building and fire codes. The Public Buildings Amendments of 1988, 40 U.S.C. 3312 (formerly section 21 of the Public Buildings Act of 1959, 40 U.S.C. 619), "require that each building constructed or altered by GSA (General Services Administration) or any other federal agency shall, to the maximum extent feasible, be in compliance with one of the nationally recognized model building codes and with other applicable nationally recognized codes. Legally, buildings built on federal property are exempt from state and local building codes." Pursuant to a federal case from 1947, it was stated that the federal government is exempt from local zoning whenever it chooses to be. The same is true for post office facilities and numerous other federal buildings.

Budgetary Impact
There is no budgetary impact from this item.

Recommendation
It is recommended that the City Commission adopt the proposed ordinance amendment after it is presented to the Planning and Zoning Board and subsequently advertised for adoption by the Commission.

TJA/EAB/la
cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa-Cruz, Assistant City Manager
Eleanor Norena, Director, Community Development Department
Corinne Lajoie, Assistant Director, Community Development Department

AIRPORT ADVISORY BOARD
MEMBERSHIP
Thursday, April 15, 2021

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
		November 2020 through November 2022	James
		November 2020 through November 2022	James
Dean Harley 606 NW 8th Street Dania Beach, FL 33004-2320 513-652-5140 dharley@broward.edu	February 9, 2021	November 2020 through November 2022	Lewellen
Keith Roberts 4417 SW 27th Terrace Dania Beach, FL 33312 954-309-5555 bkars2020@aol.com	February 9, 2021	November 2020 through November 2022	Lewellen
Patricia De La Fuente 195 NE 2nd Street Dania Beach, FL 33004 401-206-1976 Patricia.dlfz@gmail.com	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 34th Lane Ft. Lauderdale, FL 33312 954-983-6920 rcwpaw@juno.com	February 9, 2021	November 2020 through November 2022	Salvino

AIRPORT ADVISORY BOARD
MEMBERSHIP
Thursday, April 15, 2021

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Gary Luedtke 4461 SW 34 Drive Fort Lauderdale, FL 33312-5513 954-966-8013 gluedtke@gmail.com	February 9, 2021	November 2020 through November 2022	Salvino
Charlene Tanner 1024 SE 5th Avenue, Unit 1 PL 954-817-4541 Charlenetanner@comcast.net	February 9, 2021	November 2020 through November 2022	Odman
Dolores Boegli 173 NE 6 Court Dania Beach, FL 33004 954-549-5854 doloresboegli@bellsouth.net	February 9, 2021	November 2020 through November 2022	Odman

CREATIVE ARTS COUNCIL ADVISORY BOARD MEMBERSHIP
Friday, March 26, 2021

Name/Address Phone Number	Date Appointed	Term	Appointment
Patricia Chukerman 545 SE 4th Court Dania Beach, FL 33004 954.552.9996 (C) 954.929.8289 (H) bykermom@me.com	February 23, 2021	November 2020 through November 2024	Salvino
		November 2020 through November 2024	Davis
Lilli Schipper 716 SE 3rd Court Dania Beach, FL 33004 954.347.7402 lilli@lillirachel.com	January 14, 2020	November 2018 through November 2022	Lewellen
Roseprimevere Jacques 501 E Dania Beach Boulevard, 3J Dania Beach, FL 33004 954.261.4325 jroseprimevere@gmail.com	September 23, 2019	November 2018 through November 2022	Odman
Natalie Taveras 2411 SW 45th Street Dania Beach, FL 33312 954.822.1440 ntaveras26@gmail.com	March 23, 2021	November 2020 through November 2024	James

CREATIVE ARTS COUNCIL ADVISORY BOARD MEMBERSHIP
Friday, March 26, 2021

Name/Address Phone Number	Date Appointed	Term	Appointment
Laura Lombardo 1401 NW 10th Street, Apt. South Dania Beach, FL 33004 954.258.1985 Laurarosey17@gmail.com	February 16, 2019	February 16, 2019 through February 16, 2021	Ad Hoc Committee
Tony Walsh 235 SE 9th Street Dania Beach, FL 33004 904.252.1118 TWalshArts@aol.com	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 daniapress@aol.com	July 16, 2012 July 16, 2013	July 16, 2013 through July 16, 2014	Associate Member 1 Year Term
Executive Director of the Dania Beach Chamber of Commerce Randie Shane P.O. Box 1017 Dania Beach, FL 33004 954.926.2323 rshane@daniabeachchamber.org	NA	NA	Associate Member

CREATIVE ARTS COUNCIL ADVISORY BOARD MEMBERSHIP
Friday, March 26, 2021

Name/Address Phone Number	Date Appointed	Term	Appointment
President of the Dania Beach Paul DeMaio Friends of the Library Linda Wilson 1547 Adams Street Hollywood, FL 33020 954.929.8712 lb_wilson@bellsouth.net	NA	NA	Associate Member
President of the Dania Beach Tourism Council Joe Van Eron 1500 S.W. Second Ave. Dania Beach, FL 33004-4209 954.925.6935 Cell: 954.383.5548 info@visitdaniabeach.com	NA	NA	Associate Member
Dania Beach Improvement Committee Representative Patricia Hart 954.922.8179 Cell: 954.895.8179 pbubbahart@bellsouth.net	NA	NA	Associate Member
Director of the City Parks and Recreation Department Eric Brown, Director 100 W. Dania Beach Blvd. Dania Beach, FL 33004 954.924.6800 x3730 ebrown@daniabeachfl.gov	NA	NA	Associate Member
City of Dania Beach CRA Economic Development Manager Muriel Bryan 100 W. Dania Beach Blvd. Dania Beach, FL 33004 954.924.6801 x3667 mbryan@daniabeachfl.gov	NA	NA	Associate Member

CREATIVE ARTS COUNCIL ADVISORY BOARD MEMBERSHIP
Friday, March 26, 2021

Name/Address Phone Number	Date Appointed	Term	Appointment
Don Mizell 187 NE 6 Ct. Dania Beach, FL 33004 310.343.3547 dmaceco@gmail.com	February 2013	NA	Honorary Member
Carolyn Jones 722 SW 3rd Street P.O. Box 1242 Dania Beach, FL 33004 954.920.0727 Cj2002@bellsouth.net	March 2016	NA	Honorary Member

EDUCATION ADVISORY BOARD
MEMBERSHIP
Thursday, April 01, 2021

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
		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 pastorgreatermtzioname@aol.com	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 amyurdanetadvm@gmail.com	January 28, 2020	November 2018 through November 2022	Lewellen
Bonnie Carlton 1025 SE 2nd Avenue, #203 Dania Beach FL 33004 954-629-6006 (Cell) 954-920-8847 (Home) Bcarlton917@gmail.com	February 9, 2021	November 2020 through November 2024	Salvino
Principal Tracey Jackson 754-323-5150 tracy.jackson@browardschools.com Assistant Principal Maureen Keenan maureen.keenan@browardschools.com		February 2013 through	Ex-Officio Collins Elementary School

EDUCATION ADVISORY BOARD
MEMBERSHIP
Thursday, April 01, 2021

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Principal Lewis Jackson 754-323-5350 lewis.jackson@browardschools.com Assistant Principal Leslie Phillips leslie.phillips@browardschools.com		February 2013 through	Ex-Officio Dania Beach Elementary School
Principal Valerie Harris 754-323-3800 valerie.harris@browardschools.com		February 2013 through	Ex-Officio Olsen Middle School
Kenyatta McKie Assistant Principal, Olsen Middle School 5960 SW 24th Place, Apt. #302 Davie, FL 33314 954-548-1013 Kenyatta.McKie@browardschools.com	March 9, 2021	March 2021 through November 2024	Ad-Hoc

GENERAL EMPLOYEES PENSION BOARD
MEMBERSHIP
Wednesday, March 10, 2021

Name/Address Phone Number	Date Appointed	Term	Position
		June 22, 2020 through June 22, 2022	Commission Appointment
Luis G. Rimoli 902 Natures Cove Road Dania Beach, FL 33004 954-927-7161 954-478-0653 luis@stagedrightevents.com	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 asegal@daniabeachfl.gov	May 23, 2017	Open	Commission Appointment (Finance Director or Designee)
Leo Williams 8761 NW 10th Street Pembroke Pines, FL 33024 954-651-5031 leosupt@aol.com	May 2, 2018	June 21, 2018 through June 21, 2021	Employee Elected
Corinne Lajoie, Chair 3546 Coco Lake Drive Coconut Creek, FL 33073 954-651-5016 954-924-6805 x3704 corichurch.lajoie@gmail.com	August 14, 2019	June 21, 2019 through June 21, 2022	Employee Elected

GREEN ADVISORY BOARD
MEMBERSHIP
Friday, February 26, 2021

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Charlene Hogan 233 SE 4th Street Dania Beach, FL 33004 954-802-1527 Chargator233@aol.com	February 9, 2021	November 2020 through November 2022	Odman
Kasia Johnson 466 SE 14th Street Dania Beach, FL 33004 954-300-6764 Kasia_johnson@comcast.net	February 23, 2021	November 2020 through November 2024	Davis
		November 2020 through November 2024	James
Patricia Chukerman 545 SE 4th Court Dania Beach, FL 33004 954-552-9996 (C) 954-929-8289 (H) bykermom@me.com	February 9, 2021	November 2020 through November 2024	Salvino
Laura Lombardo 1401 NW 10th Street, Apt. South Dania Beach, FL 33004 954-258-1985 Laurarosey17@gmail.com	January 14, 2020	November 2018 through November 2022	Lewellen
David Simonetta 908 E Las Olas Boulevard Fort Lauderdale, FL 33301 954-837-3090 davidjsimonetta@gmail.com	January 8, 2019	November 2018 through November 2020	Ad Hoc (James)

MARINE ADVISORY BOARD
MEMBERSHIP
Wednesday, May 19, 2021

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Chris Barile 5099 SW 28th Avenue Dania Beach, FL 33312 954-989-8260 (Home) 954-494-1920 (Cell) chrisbarile@bellsouth.net	February 9, 2021	November 2020 through November 2024	Salvino
Thomas G. Angelos 218 SW 13th Street Dania Beach, FL 33004 954-670-6099 T_Angelos@yahoo.com	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) clarkjasonr@gmail.com	January 12, 2021	November 2020 through November 2024	James
Neil Kutchera P.O. Box 1181 Dania Beach, FL 33004 954-609-1800 neil.kutchera@gmail.com	May 11, 2021	November 2020 through November 2024	James
Clive Taylor 642 NE 3rd Street Dania Beach, FL 33004 954-923-4439 (Home) 954-830-8855 (Cell) cetriumph@aol.com	December 11, 2018	November 2018 through November 2022	Lewellen
		November 2018 through November 2022	Lewellen

MARINE ADVISORY BOARD
MEMBERSHIP
Wednesday, May 19, 2021

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Dean Grant 503 N 2nd Place Dania Beach, FL 33004 954-868-6247 deanggrant@bellsouth.net	December 11, 2018	November 2018 through November 2022	Odman
Craig Valentine 1982 Tigertail Boulevard, Bldg. #9 Dania Beach, FL 33004 954-505-3201 954-258-4848 (Cell) craig@gwaflorida.com	September 10, 2019	November 2018 through November 2022	Odman
Martin Proulx 195 NE 2nd St. Dania Beach, FL 33004 954-321-0200 martina@aprecast.com	February 23, 2021	November 2020 through November 2024	Davis
		November 2020 through November 2024	Davis

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 25, 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

The City of Dania Beach values all our businesses and will work with them in any way possible to ensure their success. Seacor, a local marine industry business, has reached out to us for a partnership regarding a Federal DOT Grant opportunity. Our Team has moved expeditiously doing our due diligence to assist with this grant that could yield 4 million dollars to Seacor for critical infrastructure upgrades, including addressing the effects of sea level rise and its impact on the sea wall. We will keep you updated on this endeavor.

We will be partnering with the Broward County Department of Health to host a one-day Pop Up Vaccination site in our City at our Parking Garage on Monday, June 7th, from 1:00 p.m. – 6:00 p.m. On June the 28th, the second vaccination will occur. ACM Candido Sosa-Cruz will lead this endeavor as he did with our testing site. More details will be forthcoming.

Two major projects will be completed at our beach by next month. The Beach Dune overpass that was damaged due to arson and beyond a quick fix, as well as the beach restrooms. Both projects are on schedule to be finished by the week of June 18th.

We have worked diligently as a Team and our goal to have the Dania Beach Grill RFP complete and ready to go by end of May has been achieved. The Colliers group has advised us to officially issue the RFP for the Grill on Tuesday, the 1st of June, post the Memorial Day Holiday for best results.

DOT Secretary O'Reilly has officially communicated to the City regarding taking the first steps in the conveyance of the 1.4 acres of land, currently FAU parking, for the purpose of expansion of parking. We have sought a waiver of purchase cost as the land would be used for a much-needed public use. We will continue to work with DOT ensuring we are clear and accept the provisions set forth regarding this conveyance of land to the City. Additionally, we continue our dialogue with FAU as we seek their approval of proposed traffic garage design.

Post our Commission workshop on May 18th to address our bold vision for our City Parks and to ensure the adopted Parks Master Plan becomes a reality, we have engaged our Financial Advisor to begin the leg work to seek the necessary funding/ loan for CW Thomas Park, PJ Meli Park, Frost Park and Chester Byrd Park. Our Finance Director will keep us updated on this very exciting and unprecedented plan that, thanks to the unanimous support of this City Commission, will be expedited and four major City Parks will receive their complete funding of approximately 45 million dollars.

Speaking of our Finance Director, I am very proud to announce that Frank DiPaolo, CPA, has been nominated to an officer position on the FGFOA Board of Directors. The three-year term begins with secretary/treasurer appointment followed by Vice-Presidency, leading up to the ultimate role of President of the organization. It is the culmination of 15 years of exemplary service to the committee and the confidence in him and overwhelming support from the Board of Directors. Having been a former President of my Manager's Association, I can convey to you this is an absolute honor. We have set a very high bar with the professionals that we recruit and hire for this administration to serve you and our Citizens, and Frank is another example of an individual in our team committed to professional growth and development.

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

DATE: May 25, 2021

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

VIA: Candido Sosa-Cruz, Assistant City Manager

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania Beach, ou=City Manager, email=csosacruz@daniabeachfl.gov, c=US
Date: 2021.05.17 12:47:48 -04'00'

FROM: Eleanor Norena, CFM, Community Development Director

RE: Manager's Monthly Report – April 2021– Community Development Department

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The following is a summary of Community Development Department activity during the month of April.

Community Development Special Projects:

Mobility Study: The Mobility Study identifies missing links and improvements that can be made to the existing mobility circulation system in the City. The improvement projects may be for vehicle, bicycle or pedestrian movement within the City. Having a projects list allows the City to move quickly when applying for funding through the County, the MPO and State. The research, data and analysis phase of the study is primarily completed. The public outreach and information phase of the study had been delayed due to the COVID-19 crisis. This phase of the project is critical to the development of the plan. One-on-one meetings, public meetings and meetings with agencies will be replaced with on-line surveys, emails and virtual meetings. One-on-one meetings with City Commissioners have already taken place. The public outreach virtual meeting has occurred. After receiving public input, staff will bring the study forward for approval by the City Commission in March. An online survey is currently open for additional public participation and will close on February 19, 2021. This item was adopted on the April 27th City Commission meeting.

Public Art Program: On December 10, 2019, the City Commission adopted the Public Art Ordinance which established impact fees to be collected from new development for the purchase, creation and installation of public art. Staff has established the permitting system and revenue account to calculate and receive the Public Art funds. Staff is currently working with Broward County Cultural Division to create a Public Art Program, which will identify specific locations and type of art desired and will also proposed guidelines for the selection of art and acceptance of private developers proposals. The County launched an on-line survey asking residents about their thoughts regarding Public Art, that survey closed on December 18, 2020; 174 survey results were received. One-on-one meetings with City Commissioners have already taken place. Staff continues to work with the Broward County Cultural Division to move the Public Art Program forward and intend to bring the proposed Public Art Program to the City Commission for discussion and approval this summer.

Water Supply Plan: Approval of the City's Water Supply Plan is critical as it identifies where the City will obtain its water supply for existing residents and businesses as well as future development. Adoption of a Water Supply Plan will bring the City into compliance with State requirements as well. City staff in Community Development and Public Services, as well as our consultants have been working together on this project for many months. This is an ongoing effort.

Oak Hammock Overlay: At the City Commissioner's request, staff in coordination with the City Attorney's Office, put into place a Zoning-in-Progress while drafting proposed language to establish an Oak Hammock Overlay. The Zoning-in-Progress was approved by the City Commission on August 25, 2020; therefore, the regulations have been enforced since that time. As a result, there are several Code Violations being heard by the Special Magistrate, which are currently scheduled in March. This ordinance was approved by the City Commission on January 26, 2021. The City's consultant has developed a methodology for collecting data on a monthly basis to analyze the effectiveness of the ordinance after one year. See attached is the Oak Hammock Tree Protection Zoning Overlay District Monthly monitory report.

Billboard Appeal: Community Development received an Appeal of an Administrative Decision denying a request for a digital billboard located on Ravenswood Road.

Building Division:

The Building Department received 247 permit applications and issued 157 permit applications. The Building Department issued 1 residential Certificate of Occupancy. The Building Department conducted 1,353 inspections. The building revenue collected for the month of April 2021 was $3,891,255.22 (impact fees included).

All inspectors, plan reviewers and administrative staff continue to work remotely and in staggered shifts to ensure all inspections and permitting continues seamlessly. The Building Department is now open to the public and currently accepts in person submittals and pick-ups Monday through Thursday, 8:30 a.m. to 3:30 p.m. We will continue to accept drop-offs and pick-ups Monday through Friday, 8:00 a.m. to 5:00 p.m. Customers also have the option to pay at the Finance cashier's window as well as utilize our online payments for residents, contractors, and continue to accept checks in the Finance utility box for customers without internet access.

Plan reviewers and inspectors provided by CAP and Broward County; continue to utilize the laptops and WiFi hotspots to limit access to City Hall. We continue to log temperatures at the start of each day to ensure our health and safety and maintain proper precautions.

Planning and Zoning Division:

The following projects are currently going through the DRC review:

Rebar Warehouse – This site plan application proposes two industrial warehouse buildings with a total square footage of 84,664 square feet, on a 3.5 acre industrial site. It is currently being scheduled for an upcoming City Commission meeting.

Altamar Foods Cold Storage – This site plan application proposes a 36,000 square foot cold storage and distribution facility on a 1.5 acre industrial site. It will include 18 parking spaces plus space for their associated trucks. This project is currently under DRC review.

Stellar Homes/Stirling Alya – This requested revision to the previously approved site plan for this multifamily apartment complex consists of changing the east perimeter wall along SW 28th Terrace to include a retaining wall, a 5' aluminum wall and landscape screening. Currently being reviewed by DRC.

Atlantica at Dania Beach – This Site Plan is for the development of 140 dwelling units in a multifamily zoning district. The request includes the allocation of 62 flexibility units and will consist of apartments and townhomes. This subject property is approximately 4.5 acres and vacant. The request is currently being reviewed by the DRC.

Dania Gardens – This Site Plan is for the development of 16 townhouses on a vacant lot in a multifamily zoning district. The site is 1.5 acres and is currently being reviewed by the DRC.

ROMI Building - The Site Plan for the project is in DRC review. The project is for a mixed-use building on South Federal Highway. The project proposes 11,000 square feet of commercial and 44 dwelling units. This Site Plan is pending further DRC review.

ARG Office - The applicant is requesting the modification of a previously approved site plan for the construction of a one-story building with 3,500 square-foot of professional office building space located at 4025 Ravenswood Road. This project is pending DRC final review.

GMAX – Single Family – This applicant is proposing three (3) new single-family homes which requires Site Plan approval. This project is currently going through DRC review.

Code Enforcement and Parking Division:

- Code is continuing to work with BSO to enforce violations at Vacation Rentals to address noise and parking issues.

- Code is working weekends to address work without permit issues as well as any other issues that may be taking place on weekends. We are also looking for and removing snip signs throughout the city.

- Parking has conducted an inventory of the signs at the beach and is adding new signs for the pay by app parking.

ARTICLE 826 – OAK HAMMOCK TREE PROTECTION ZONING OVERLAY DISTRICT
ANNUAL SUMMARY REPORT

Annual Summary Matrix

MONTH	Total # Trees Removed	# House Bill Removals	# City Permitted Removals	# Complaints	# Citations or Violations	Fines or mitigation Assessed	Fines or mitigation Paid	# Replacement Trees Provided	# Other Regulated Activities
September '20	2	2	0	1	0	0	0	0	0
October '20	0	0	0	0	0	0	0	0	0
November '20	3	3	0	1	1	$1500*	0	0	0
December '20	2	2	0	1	1	$1000*	0	0	0
January '21	1	1	0	1	0	0	0	0	0
February '21	1	1	0	1	0	0	0	0	0
March '21	2	1	1	0	0	0	0	0	0
April '21	0	0	0	0	0	0	0	0	0
May '21	0								
June '21	0								
July '21	0								
August '21	0								
September '21	0								
TOTAL	**10**	**10**	**0**	**0**	**2**	**0**	**0**	**0**	**0**

Notes: all listed trees are specimen sized trees (>18 inch DBH)

ARTICLE 826 – OAK HAMMOCK TREE PROTECTION ZONING OVERLAY DISTRICT ANNUAL SUMMARY REPORT

Summary of Activities/Incidents

1. 8/25/20 – Zoning in progress resolution (R-2020-094) approved by City Commission (START OF TRACKING)
2. 9/5/20 – Unpermitted removal of 2 specimen sized live oak trees at 5861 SW 36TH Terrace (2 X HOUSE BILL REMOVALS – City did not agree with report)
3. 11/25/20 – Unpermitted removal of 3 specimen sized live oak trees at 5901 SW 36th Terrace (3 X HOUSE BILL REMOVALS – City did not agree with report)
4. 12/28/20 – Unpermitted removal of 2 more specimen sized live oak trees at 5901 SW 36th Terrace (2 X HOUSE BILL REMOVALS – City did not agree with report)
5. 1/24/21 – Unpermitted removal of 1 specimen sized live oak tree at 5870 SW 37th Avenue (1 X HOUSE BILL REMOVAL – City agreed with report)
6. 1/26/21 – Article 826 – Tree Protection Overlay District ordinance adopted
7. 2/16/21 – Unpermitted removal of 1 specimen sized live oak tree at 5961 SW 37th Ave (1 X HOUSE BILL REMOVAL – City agreed with report)
8. 3/4/21 – Permitted removal of 1 foxtail palm tree at 5830 SW 37th Avenue
9. 3/6/21 – Unpermitted removal of 1 specimen sized live oak at 5720 SW 37th Terrace (1 X HOUSE BILL REMOVAL – City agreed with report)

DANIA BEACH
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CITY OF DANIA BEACH
HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: May 18, 2021

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

VIA: Candido Sosa-Cruz, Assistant City Manager

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania Beach, ou=City Manager, email=csosacruz@daniabeachfl.gov, c=US
Date: 2021.05.18 12:32:14 -04'00'

FROM: Linda Gonzalez, SPHR, SHRM-SCP – HR / Risk Management Director *LG*

RE: Human Resources and Risk Management Report

The following is a summary of Human Resources and Risk Management activities:

- Open/To be open Recruitments:
  - Parks & Recreation:
    - Summer Camp Counselor – currently interviewing
    - Summer Camp Supervisor – currently interviewing
    - Assistant Recreation – currently interviewing
    - Lifeguard, Beach (PT) – closes 5/20
    - Lifeguard, Beach (OC) – closes 5/20
  - Public Services:
    - Administrative Assistant (2) – in background process
  - Finance
    - Accountant – - hire to begin 5/24
  - CRA
    - Farm and Market Coordinator – Department to review applications

- Hires over the last month included:
  - On-Call Lifeguard – Parks and Recreation
  - Records Specialist – Community Development
  - GIS Technician – Public Services
  - Administrative Technician – Community Development
  - Parking Enforcement Officer – Community Development

- Human Resources and Finance continue working on the implementation process of Executime, which will provide the City with a timekeeping system to automate time recording. The software will ensure that we are compliant with the Fair Labor Standards Act (FLSA). This implementation will involve all payroll coordinators and is estimated to take approximately six (6) months.

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CITY OF DANIA BEACH
HUMAN RESOURCES DEPARTMENT

MEMORANDUM

- Human Resources is currently working with Finance and IT on an integration between NeoGov, the City's applicant tracking system and New World. This integration will allow the systems to "talk" and help eliminate unnecessary data entry for the system.
- As part of our ongoing commitment to the safety of our employees, Human Resources has partnered with the Broward Sheriff's Office Fire Rescue to bring several trainings to our employees each month On May 13, in conjunction with the Broward Sherriff's Office, a CPR training class took place with 24 employees attending.
- During our April safety committee meeting, and as part of the City's "See Something, Say Something" campaign to prevent accidents through the early reporting of safety hazards, the Committee started a monthly practice to conduct a drawing to recognize employees who have submitted safety hazards for that month.
- In addition to reporting safety/hazards concerns, the safety committee members have created a specialized monthly inspection form for each department to address safety hazards, to be conducted by the safety committee members.
- Risk Management and the City's Risk Control Consultant are working together to have all parks inspected in the upcoming months to ensure safety of the playgrounds.
- During the last month, the HR team worked together to sort through dozens of boxes of documents to compare against the retention policy for destruction. The HR temporary employee continues to sort through the twenty-five (25) year back-log of files and records. This will require many weeks of labor-intensive work sorting through documents to compare to records retention laws, destruction and filing of documents.
- HR is currently working on the 2021 Intern Guidebook for Mentors, and planning for fall interns, where requested in coordination with FIU, FAU and Nova Southeastern University.
- Human Resources has been requested to perform numerous surveys for various Departments looking at both internal and external equity.
- We are about to the start creation of performance evaluations for all employees to be effective for the Fall 2021. Prior to the implementation, training will take place for all supervisors and managers.
- HR is working with our insurance broker to put out an RFP for health insurance coverages to include: medical, dental, vision, EAP and short-term disability. We will also be focused on a wellness initiative as part of the RFP.
- As part of our RISE initiative, Human Resources recently provided nine (9) customer service training sessions for all employees. We will also be having make-up classes for those employees who missed class. We are striving for a Standard of Excellence at the City and therefore provided our employees with the tools needed to improve our customer service levels. Customer service tips were provided

throughout the week of April 19 – 23. We will start planning our Employee Recognition Event that will be held on September 24. More information to come!

- The HR Department will be participating in a training program, "Strength Finders" and teamwork training as we continue to develop staff. This program is something we intend to introduce to other City Departments.
- HR recently created a job description for the Administrative Coordinator for the Mayor and Commission that will be presented for approval and potential recruitment for a July 2021 start date.
- Human Resources has reached out to AFSCME again regarding the upcoming Juneteenth Holiday and is pending response from the Union.
- HR, Parks & Recreation, CRA and PIO have created a monthly "Theme Team" at the request of the Mayor to have a monthly theme each month. April was "Earth Day," May is "Celebrate Mom," and June will be "Celebrate Diversity." In June we are recognizing Father's Day, Juneteenth, 100 Mermaids and Gay and Lesbian Pride month.
- We have had additional employees test positive for COVID-19 and had a number of employee exposures to friends or family members. Human Resources continues to contact trace each case, ensure proper cleaning and sanitizing takes place and ensures all safety precautions are followed by employees. We continue to provide an in-depth weekly COVID -19 report each week for the City. While the cases have continued to decrease across State, only about 35% of the population is fully vaccinated.

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CITY OF DANIA BEACH
PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: May 18, 2021

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

FROM: Eric Brown, Parks & Recreation Director

SUBJECT: Parks and Recreation Updates

Parks and Recreation Department Updates

On Tuesday, April 22nd the department assisted with the Dania Beach Pristine - For Earth Day and Everyday event on the beach which was a huge success. Staff assisted as volunteers came out to help keep Dania Beach Pristine. As well, the lifeguards assisted the public in planting 200 sea oats in distressed areas of the sand dunes.

In addition to assisting with the Dania Beach Pristine event in honor of Earth Day staff distributed planter starter kits to the community at Frost Park, C.W. Thomas Park and PJ Meli Aquatic Complex. As well, informational snipe signs were placed throughout all of the parks.

On, Thursday, April 22nd Jr. Lifeguard Camp registration opened for all five sessions. All five sessions are sold out at 30 participants each session.

On Saturday, May 1st staff at Frost Park, C.W. Thomas Park and PJ Meli Aquatic Complex opened Summer Camp Registration to the community. As of now, Frost Park's camp is sold out at 25 participants, C.W. Thomas park has 7 participants registered and PJ Meli Aquatic Complex has 12 participants registered. Staff expects the number of participants to continue to increase at both C.W. Thomas Park and PJ Meli Aquatic Complex.

On Wednesday, May 12th T-Ball started up at Frost Park. There are currently 10 kids registered. Participants will be learning all things T-Ball as we look to build up the program to increase registration numbers and have a league for team play.

Registration for the Dania Beach Dolphins Cheer and Football program opened on Monday, April 19th. There currently are 14 kids registered for football and 12 kids registered for cheerleading. Volunteer coaches have started going through the necessary background checks for approval to coach and conditioning/training has started in the evenings throughout the week at C.W. Thomas Park.

Ocean Rescue Lifeguards attended interagency training with BSO Fire Rescue were staff learned how to transport patients using a 'megamover' and how to apply and 'autopulse' to a pulseless

patient. These 'megamovers' have been put on vehicles to help in patient transportation.

The five anchored vessels in Whisky Creek north of the pier have decided to sell food and beverages from their boats putting up signs on the beach advertising their products for sale. Staff called Hollywood PD, BSO, and FWC to report these activities.

The C.W. Thomas pool has opened and will now be open year-round to the community. The pool is currently open Monday through Friday 3pm – 7pm. Once Jeff Ellis is able to hire an additional lifeguard the pool will also be open on Saturdays from 10am – 4pm.

All staff attended the "See Something Say Something Training".

The department continues to work on the below upcoming programs:

- Swim Lessons at PJ Meli Aquatics Complex and C.W. Thomas Park.
- Swim Team and Water Polo at PJ Meli Aquatics Complex.
- Dania Beach Rising Stars aftercare program at Frost Park, C.W. Thomas Park and PJ Meli Aquatic Complex.
- Adult Kickball at PJ Meli Aquatic Complex

Park improvements continue to remain a priority for the department. The below improvements have been completed or are being scheduled to be completed:

- New foul-ball netting to be installed at Frost Park. P.J. Meli is completed.
- Interior painted at C.W. Thomas Park complete. Frost Park is in progress. Quotes being received for P.J. Meli Aquatic Complex.
- The playground at C.W. Thomas Park has been completely repainted.
- The gym floor has been replaced and the gym completely reorganized at C.W. Thomas Park.
- New gym equipment and gym flooring has been purchased for Frost Park.
- The pulsar feed and damaged concrete pit were repaired at PJ Meli Aquatic Complex.

The Parks Team continues to sanitize playground equipment, indoor/outdoor equipment and all surfacing and amenities around Park facilities for the safety of our community.

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CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: May 25, 2021

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

VIA: Candido Sosa-Cruz, Assistant City Manager

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania Beach, ou=City Manager, email=csosacruz@daniabeachfl.gov, c=US
Date: 2021.05.18 14:07:03 -04'00'

FROM: Fernando J. Rodriguez, Public Services Director
Dincer A. Ozaydin, Deputy Director/City Engineer

Fernando Rodriguez
Digitally signed by Fernando Rodriguez
DN: cn=Fernando Rodriguez, o=City of Dania Beach, ou=PS, email=frodriguez@daniabeachfl.gov, c=US
Date: 2021.05.18 13:53:35 -04'00'

D.A Ozaydin

RE: **PUBLIC SERVICES DEPARTMENT (PSD) ACTIVITIES – April 24, 2021 – May 21, 2021**

Provided below is a summary of the main PSD activities for the past four weeks.

- The Memorial Tree Planting program, which was presented to the Commission in April will be rolled out this month.

- Hurricane Season preparation and planning was begun well before this month. Some of the recent activities include:

  - Held in-person meetings (applying Covid 19 safety measures) with the hurricane debris removal and the debris monitoring contractors to review post storm recovery operations.
  - Department crews are gearing up in terms of supplies, drain cleaning activities, and other preparatory measures for the June 1 through late October period of the season.
  - Emergency generators are in full operational status, having been tested, and with all required maintenance provided.,
  - Sandbags will be delivered to the Department next week to be available for distribution to residents, if necessary.

- The NE 2nd Avenue Water Main Replacement Project will start in early June, with projected completion by end of March 2022.

- Design work is under way on the following four stormwater improvement projects, with completion of this first phase expected by end of January 2022:

  - SW 52nd Street and
  - SW 54th Street
  - SW 34th Terrace
  - SW 37th Terrace

  These projects have been submitted for funding (based on construction estimates) in the coming fiscal year and if approved, will be scheduled to be completed in fiscal year 2022.

FJR/fjr

\continued...

- Contract awards for the following projects were approved by Commission with projected start in June:

  - Citywide Speed Hump Improvement Project – estimated completion November 2021
  - Dania Cove Drainage Project – estimated completion: November 2021
  - Ocean Park Parking Lot Drainage Project – estimated completion: November 2021

- Work on the NW 1st Street corridor improvements (between US1 and Bryan Road) is projected to begin in May with roadway resurfacing work. This is multi-phase project that will also involve new pavement markings, decorative crosswalks, special LED-lit signage, and limited drainage work.

- The preliminary report on the Comprehensive Operational Analysis (COA) of the city's circulator bus service was provided to PSD in mid-May as in under review by staff to develop a near-term implementation schedule and long-term action plan.

- The citywide Landscape Master Plan proposal, which includes a detailed scope and fee, has been submitted by KCI (in the City's CCNA consultant list) and is under review by staff with the aim of starting the work towards the last quarter of fiscal year 2022.

Grant Funding

Federal Appropriation Request

The City submitted three projects to Representative Wasserman Shultz's Office for funding consideration in the upcoming federal budget: CW Thomas Park Redevelopment; Dania Beach Ocean Park Resiliency Project; and Dania Beach Water Utility Project.

The Dania Beach Water Utility Project ($1.5 million) was the only City project selected by Representative Wasserman Shultz's Office for further consideration. The Representative expects to know by mid-July if the project is included in the appropriations bill.

Community Development Block Grant

The City's Community Development Block Grant (CDBG) Year 46 application for solar street lighting is part of the agenda item for approval this month by the Broward County Commission. Following approval, the Housing Finance and Community Redevelopment Division will provide a funding agreement for the City's approval. The PSD will seek authorization to begin the procurement for this project at the June 8th Commission Meeting.

FJR/fjr

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CITY OF DANIA BEACH
COMMUNICATIONS
PUBLIC INFORMATION OFFICER

MEMORANDUM

DATE: May 2021
TO: Ana M. Garcia, ICMA-CM, City Manager
VIA: Candido Sosa-Cruz, Assistant City Manager
FROM: Katia Bordy, Public Information Officer
SUBJECT: PIO Communications

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: 2021.05.18 13:53:25 -04'00'

Ongoing Communication

The City's website, social media and TV Channel 78 is continuously updated with relevant, new, and important information. All City Departments receive media support on a variety of projects.

Below are the latest social media, website and video communications including special event activities:

- COVID-19 Updates. Vaccination details. Ongoing
- Promoted and created videos for Covid19 Vaccination site at St. Ruth
- Renters Financial Hardship Promotion
- Continued progress on the RISE Initiative
- Planned and promoted the 1,000 Mermaids Artificial Reef Project
- Planned, produced and distributed the City Hall Kiosk Video
- Promoted Advisory Board Openings on the website and social media
- Promoted Junior Lifeguard Camp
- Promoted Summer Camp
- Created and Promoted Youth Advisory Council meeting
- Created Social Media posts for Earth Day and other May celebrations
- Promoted Mother's Day on social media and Dania Press
- Promoted and covered the butterfly garden installation at Linear Park

DANIA BEACH
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CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)

EXTERNAL MEMORANDUM

DATE: **May 18, 2021**

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

FROM: Sergio Pellecer, District Fire Chief

RE: **Dania Beach Memo to City Manager**

Please see the requested information below concerning the last few weeks- April 20, 2021 through May 18, 2021 of the meetings and day to day operations for the BSO Fire Rescue and Emergency Service in Dania Beach:

- Community Bike Safety Education Program re-launch Date TBD June 2021, with Helmet giveaway. BSO Education Dept.
- Fire Marshal Office New Furniture Ordered and will be installed this completes all personnel office and Desks.
- Daily morning BSO conference calls – Department Head direction for the day.
- Daily monitoring of Fire Stations and personnel safety
- Weekly monitoring of Nursing homes and Group homes
- Vulnerable population vetting of current information and link to new registration to be given to Katia for City's Web Side
- Weekly agenda review team conference
- Municipal Conference Call COVID-19 Situational Awareness
- BSO Ops Conference call with District Chiefs
- Weekly Conference NWS (National Weather Service- South FL)
- Regular Commission Meeting on May 11, 2021
- 2021 Municipal Working Group meeting
- Dania Beach Employee Training – First Aid Pesticide Exposure,
- Bid Committee – Dania Beach Fire Station Grant meetings Proposal Conference, Proposal Opening and review of submissions.
- Meeting with St. Ruth Baptist Church for COVID-19 Vaccinations
- New ESO Reporting System Training.
- Game Plan meeting for New Fire Rescue Unit
- Continued work on SCBA filling Station order for Station 17 Electrical retrofit bid specs. Electrical PO's approved and work scheduled.
- Awning for Station 1 PO approved at City going through permit process

- New Fans Purchased for Station 1 and Station 17, to assist with personnel cooling after training in Bunker gear.
- Ordered Computers for Station 1
- Ordered Training room Furniture for Station 1 to go along with new computers allowing online Firefighter training.
- Continued Station 1 truck air system ordered and will be going through permit process
- Flag Pole Lighting and Monument Hurricane Siren project Station 1 PO approved
- Firefighter Cancer Prevention Monthly Webex with National Attendance

DANIA BEACH
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CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)

MEMORANDUM

DATE: **May 12, 2021**

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

FROM: Daniel J. Marks, Captain

RE: **Dania Beach Monthly Memo to City Manager for Commission Meeting**

PART I CRIME SUMMARY

PART 1 CRIMES: 4/22/2021 TO 5/5/2021	
INCIDENT TYPE	TOTAL
AGGRAVATED ASSAULT	1
AGGRAVATED BATTERY	3
AUTO THEFT	1
BURGLARY BUSINESS	1
BURGLARY CONVEYANCE	10
BURGLARY RESIDENCE	2
ROBBERY	1
SEXUAL BATTERY	2
THEFT - ALL OTHER	8
THEFT - MOTOR VEHICLE PARTS	7
THEFT - RETAIL / SHOPLIFTING	9
Grand Total	45

NOTABLE DECREASES

Within the past 2 weeks, there was:

- A decrease of **5** Auto Thefts as compared to the 2 weeks prior.
- A decrease of **1** Business Burglary as compared to the 2 weeks prior.

- A decrease of **1** Residential Burglary as compared to the 2 weeks prior.
- A decrease of **1** Robbery as compared to the 2 weeks prior.

NOTABLE ARRESTS

Arrests: 4/22/21 to 5/5/21
28

- **Felony Shoplifting/ Felony Warrant:** A Deputy was deployed in an unmarked vehicle to conduct surveillance at the Walgreens liquor store in response to a recent uptick in liquor thefts. The Deputy observed the suspect exit the store carrying two bottles of liquor. The suspect was stopped and it was determined that he indeed stole the liquor. The suspect provided a false ID in an attempt to hide the felony warrant.

CRIME SUPPRESSION TEAM

Our Crime Suppression Team stopped a vehicle being driven by a person with an active warrant for his arrest regarding Domestic Violence Strangulation. The subject was learned to have an active restraining order against him. During the investigation a Taurus revolver firearm was located. The subject did not have a concealed carry permit and he was restrained from owning a firearm. He was arrested for his warrant and carrying concealed firearm.

CRIMINAL INVESTIGATIONS

Within the last 2 weeks, the Criminal Investigations Unit had the following notable arrests:

- **Burglary Residence:** A Suspect went over to the victim's house after a disagreement. The Suspect pulled the barricaded door off the hinges and entered the home. The Victim observed suspect spraying MACE inside the home.
- **Grand Theft:** A Suspect defrauded victim after he paid him $1,200 in cash to purchase furniture from Baer's Furniture Store. The suspect was an employee at the furniture store; however, he personally benefited by receiving and pocketing the money instead of placing the order.
- **Criminal Mischief:** Red Carpet Inn – A Subject got upset due to the hotel not wanting to extend his stay. As a result, he punched a hole in the wall and also pulled two credit card machines out of the front lobby area and intentionally slammed them into the ground causing the business about $650 worth of damages. A photo of suspect's license was obtained from

the Nebraska DWV. A photo lineup was prepared. A warrant was then obtained and the suspect was arrested in GA.

MOTORS / COMMERCIAL VEHICLE ENFORCEMENT

The Traffic Unit:

- Continued with school zone enforcement along Federal Highway
- We maintained a presence during the morning hours along SE 5th Ave. and also met with a few residents while they were out for morning walks. They were appreciative of the presence.
- The speed trailer was placed on SW 12th Av due to a speeding complaint. We have not seen many violations in the morning hours.
- Motors spent a few days on SW 53rd Ct and met with a resident at Park Rd and SW 53rd Ct. The resident claimed most of the violations are occurring in the evening hours.
- Motors also utilized the Aggressive Driving Grant to conduct enforcement along Griffin Rd and Federal Highway on April 30th. A total of 37 citations were issued.

HOMELESS OUTREACH TEAM

Homeless Outreach Deputies continued coordinating with the COSAC Foundation in an effort to move a chronic homeless female to their facility in Lake City and oversee the proper paperwork to be completed.

Homeless Outreach Deputies are currently assisting another wheelchair bound chronic homeless male with admission to The Residence at Dania Beach (ALF) with the assistance of Adult Protective Services for case management and transport. They are continuing with checks of the main corridors and intersections which is keeping the loitering and panhandling to a minimum.

Homeless Outreach Deputies participated in a conference call with the City of Dania Beach to discuss a Tri-City Homeless Taskforce.

We received a Crime Stoppers tip regarding a homeless subject in the woods by Tri-Rail. Contact was made with the subject resulting in contact with his brother in Iowa. We are currently in the process of reunification back to his family in Iowa.

NEIGHBORHOOD SUPPORT UNIT

Food Distribution

- (11) Food boxes distributed to residents throughout the City.

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CITY OF DANIA BEACH
FINANCE DEPARTMENT
MEMORANDUM

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

FROM: Adam Segal, Assistant Finance Director

DATE: May 03, 2021

SUBJECT: Monthly Business Tax Licensing

Manager,

Per your request attached hereto is the Monthly Business Tax Receipt report reflecting new businesses.

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Business Listing Report

Business Start Date 04/01/21 - 04/30/21
Report By Business Name

Business	Licensee	Address	Phone	Extension	Start Of Business	End Of Business
325 SE 4TH AVE LLC	325 SE 4TH AVE LLC	325 SE 4 AVE, Dania Beach, FL 33004	(305) 484-4075		04/15/2021	
ACADEMY BUS LLC	ACADEMY BUS LLC	4160 RAVENSWOOD RD, Dania Beach, FL 33312	(954) 452-7771		04/28/2021	
BRIGHT EDUCATION INSTITUTE CORP	BRIGHT EDUCATION INSTITUTE CORP	180 E DANIA BEACH BLVD 101, DANIA BEACH, FL 33004	(754) 222-6673		04/01/2021	
E COMBUSTIBLIE PRODUCTS HOLDING LLC	E COMBUSTIBLIE PRODUCTS HOLDING LLC	5553 RAVENSWOOD RD 102, Dania Beach, FL 33312	(786) 897-9717		04/15/2021	
ELEGANT BY IMMA LLC	ELEGANT BY IMMA LLC	1208 S FEDERAL HWY, Dania Beach, FL 33004	(561) 931-8677		04/16/2021	
FLOVIBEZ ADVENTURE TOURS LLC	FLOVIBEZ ADVENTURE TOURS LLC	50 S BRYAN RD, DANIA BEACH, FL 33004	(954) 932-1382		04/30/2021	
FREITUS ENTERPRISES INC	FREITUS ENTERPRISES INC	4947 WHISPERING WAY, DANIA BEACH, FL 33312	(954) 991-2902		04/05/2021	
HAZEL LEVINE	HAZEL LEVINE	306 PHIPPEN RD, Dania Beach, FL 33004	(954) 920-4889		04/15/2021	
MARTIN, MARCOS FERNANDO	MARTIN, MARCOS FERNANDO	500 NE 2 ST 123, DANIA BEACH, FL 33004	(786) 286-1609		04/15/2021	
MICHELLE SMITH	MICHELLE SMITH	1327 SE 2 AVE, Dania Beach, FL 33004	(909) 908-4288		04/15/2021	
NICHE GROUP INTERNATIONAL LLC	NICHE GROUP INTERNATIONAL LLC	153 S COMPASS WAY UNIT C 105A, DANIA BEACH, FL 33004	(954) 446-4767		04/30/2021	
SHORESIDE SUPPORT LLC	SHORESIDE SUPPORT LLC	73 SW 12 AVE 107 1, DANIA BEACH, FL 33004	(704) 277-7929		04/19/2021	
SHU KAN CHEUNG	SHU KAN CHEUNG	246 SW 9 ST, Dania Beach, FL 33004	(754) 715-9086		04/27/2021	
SIESTA LLC	SIESTA LLC	1300 STIRLING RD 9 A, Dania Beach, FL 33004	(843) 450-7114		04/02/2021	
TALK SICK LABS	TALK SICK LABS	1554 S FEDERAL HWY #2, DANIA BEACH, FL 33004	(954) 662-2110		04/15/2021	
TARGET AUTO SALES INC	TARGET AUTO SALES INC	1241 STIRLING RD #112, DANIA BEACH, FL 33004	(954) 347-8518		04/12/2021	
TRUCK FLEET SOLUTIONS LLC	TRUCK FLEET SOLUTIONS LLC	2300 W STATE RD 84, Dania Beach, FL 33312	(305) 490-8178		04/28/2021	
WAYNE AUTOMOTIVE LLC	WAYNE AUTOMOTIVE LLC	1340 STIRLING RD 7 B, Dania Beach, FL 33004	(240) 425-3544		04/16/2021	
XTREME CLEANING & MAINTENANCE	XTREME CLEANING & MAINTENANCE	2600 E MARINA DR, DANIA BEACH, FL 33312	(954) 554-9494		04/30/2021	

Businesses 19

CITY OF DANIA BEACH
FINANCE DEPARTMENT

MEMORANDUM

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

FROM: Adam Segal, Deputy Finance Director

DATE: May 17, 2021

SUBJECT: Finance Monthly Report –April 2021

Please find attached the month Finance report. Highlights of the report include the following:

Revenues

- Building Fund Revenues
- Pier Revenue
- Beach Parking Revenue
- Marina Revenues
- Commercial Solid Waste Hauler Franchise Fees

Capital Projects

- Capital Projects Fund
- Enterprise Funds
    - Water
    - Sewer
    - Stormwater
    - Marina
- Grant Funds
    - City Grants
    - CRA Grants

Information Technology

- Online Credit Card Payments
- Beach Camera Views
- Website Visits by Device
- Commission Meeting Views
- Number of Citywide Phone Calls
- Number of E-Bill Users by Month

Business Tax Receipt Activity

- Out of Business/Inactive
- New Applications

Utility Reports

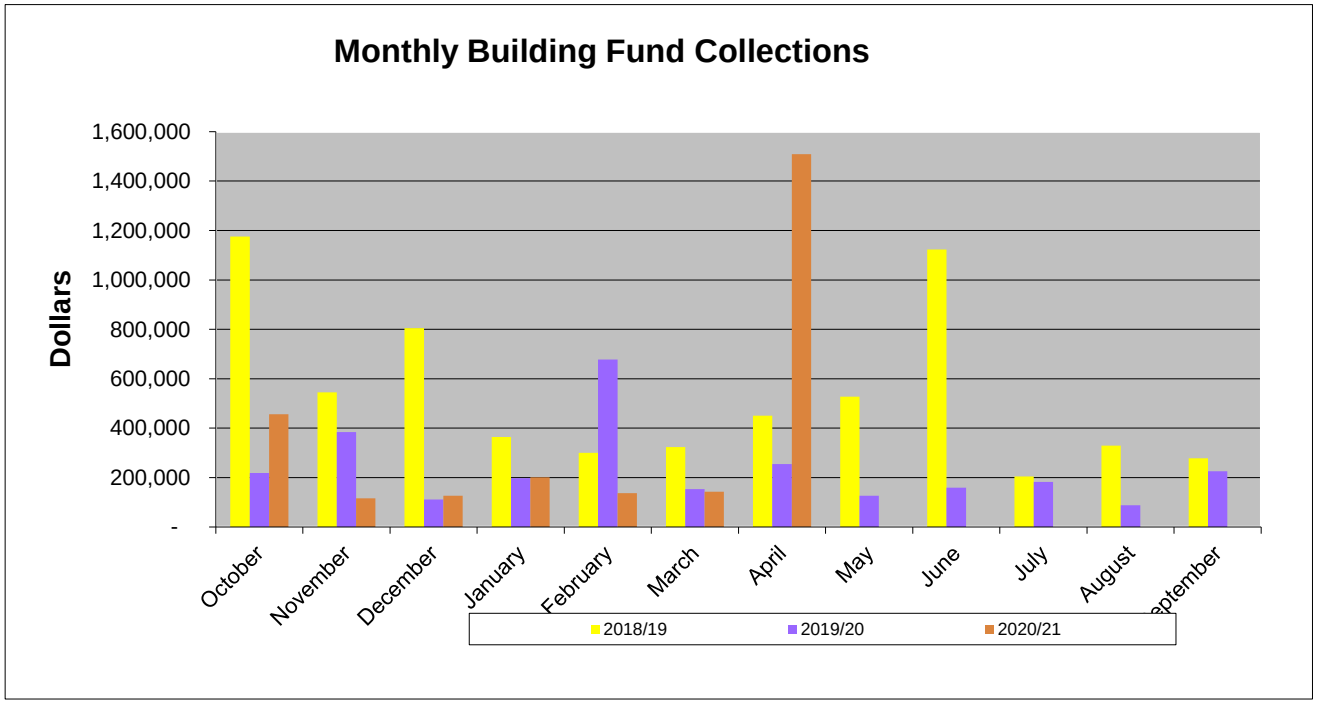
- Delinquency Report
- Meter Replacement Reports
- Aging Report

Contingency and Fund Balance Estimate

Building Fund Collections

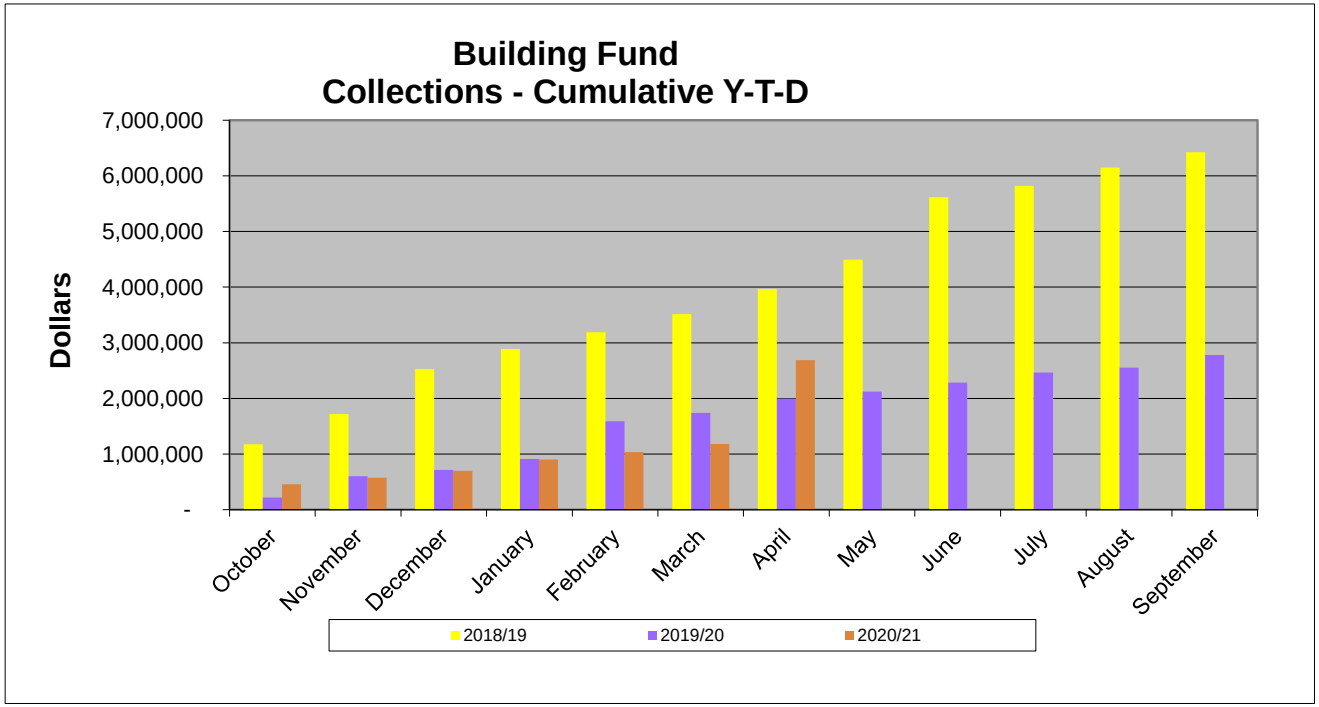
Building Fund - thru April 2021

Monthly	2018/19	2019/20	2020/21
October	1,175,262	218,842	456,717
November	544,467	383,986	115,930
December	804,921	110,855	126,389
January	364,720	197,296	201,184
February	300,427	677,686	137,028
March	323,671	152,797	142,455
April	451,112	254,963	1,508,654
May	527,681	126,368	
June	1,123,013	159,353	
July	204,154	182,848	
August	329,526	88,029	
September	278,138	225,951	
Total	6,427,092	2,778,973	2,688,357



Cumulative	2018/19	2019/20	2020/21
October	1,175,262	218,842	456,717
November	1,719,729	602,828	572,647
December	2,524,650	713,683	699,036
January	2,889,370	910,978	900,220
February	3,189,797	1,588,665	1,037,248
March	3,513,468	1,741,462	1,179,703
April	3,964,580	1,996,424	2,688,357
May	4,492,261	2,122,792	
June	5,615,274	2,282,145	
July	5,819,428	2,464,994	
August	6,148,953	2,553,023	
September	6,427,092	2,778,973	
Annual Goal	**4,600,818**	**5,268,000**	**4,747,331**

Shut down due to COVID-19



Parking Fee Collections

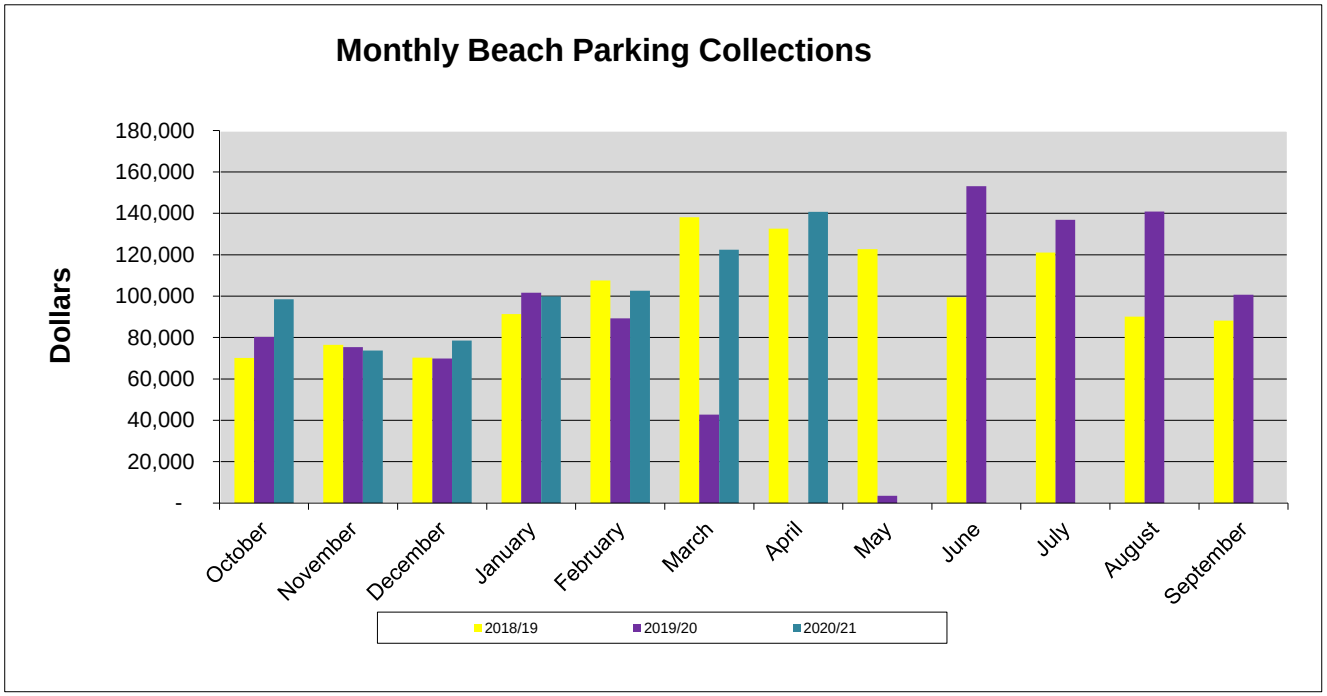
Beach Parking - thru April 2021

Monthly	2018/19	2019/20	2020/21
October	70,074	80,310	98,451
November	76,505	75,366	73,741
December	70,225	69,806	78,542
January	91,368	101,586	99,866
February	107,600	89,239	102,595
March	138,030	42,686	122,455
April	132,525	-	140,766
May	122,734	3,577	
June	99,416	153,086	
July	121,078	136,900	
August	90,092	140,789	
September	88,120	100,699	
Total	1,207,766	994,044	716,415

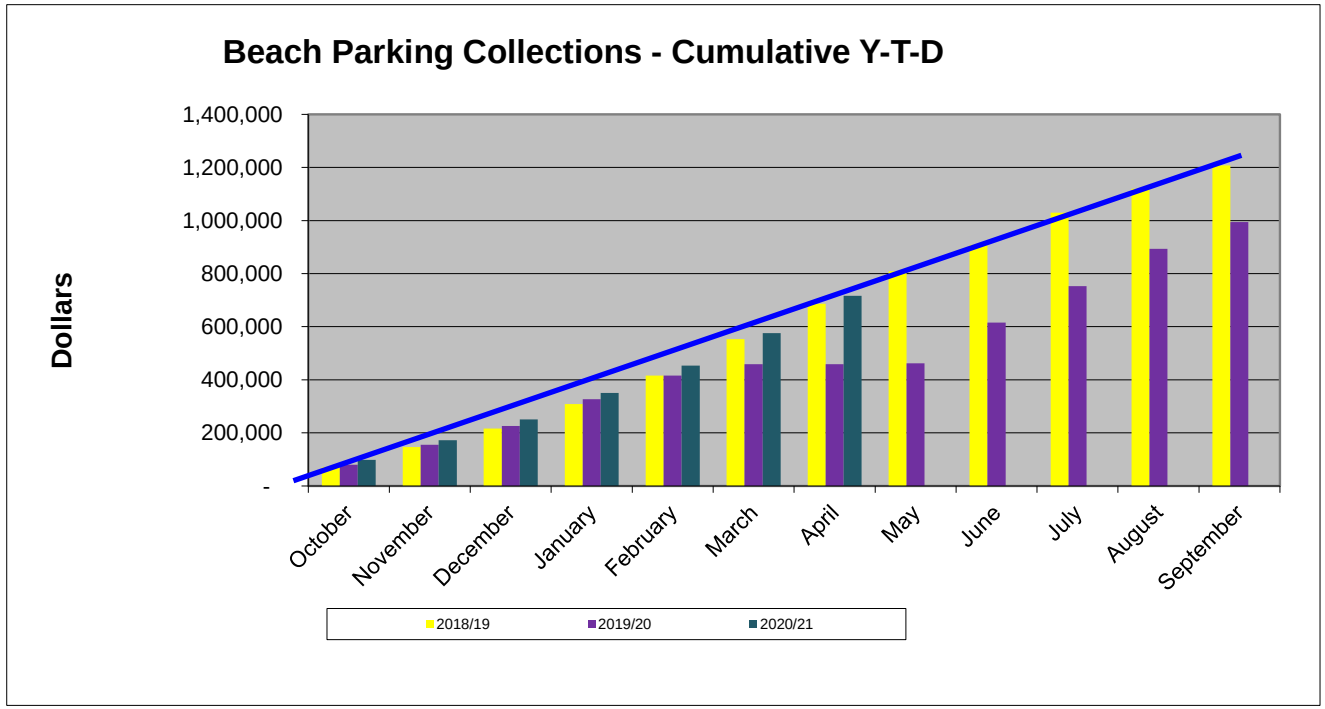
Parking down due to Hurricane Irma -beach closure

Heavy Rains during the month of May affected beach goers

COVID-19 shut down



Cumulative	2018/19	2019/20	2020/21
October	70,074	80,310	98,451
November	146,579	155,676	172,193
December	216,803	225,483	250,735
January	308,171	327,069	350,600
February	415,771	416,308	453,195
March	553,802	458,993	575,650
April	686,326	458,993	716,415
May	809,060	462,570	
June	908,477	615,656	
July	1,029,555	752,556	
August	1,119,646	893,345	
September	1,207,766	994,044	
Annual Budget Goal	**1,282,367**	**1,219,032**	**1,094,352**



Pier Revenues

Pier Revenues - thru April 2021

Monthly	2018/19	2019/20	2020/21
October	38,743	56,498	49,128
November	46,891	53,409	39,289
December	49,729	39,713	44,807
January	49,407	67,274	46,662
February	51,283	56,030	42,336
March	317,751	35,125	53,214
April	45,624	152	64,908
May	68,359	9,475	
June	54,747	39,975	
July	73,113	41,848	
August	50,941	48,348	
September	60,729	48,972	
Total	907,317	496,818	340,342

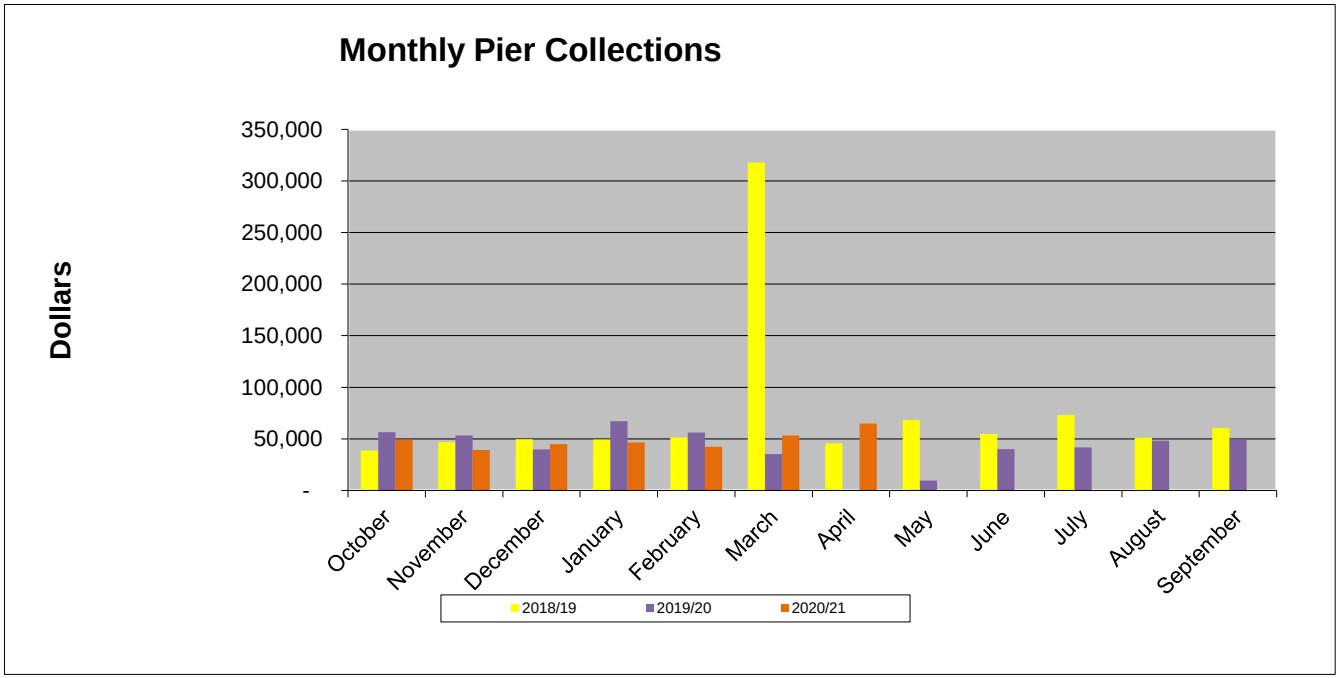
Prolonged heavy rains affected the pier sales in May

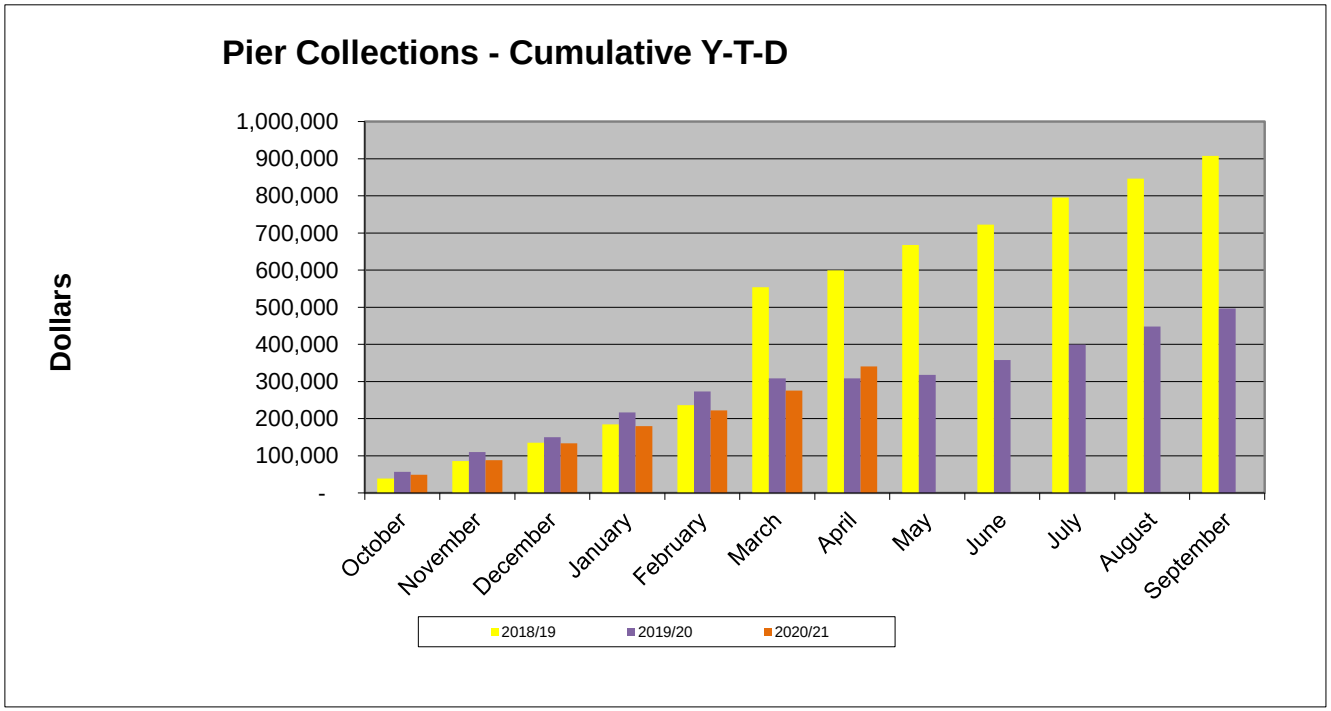
Shut down in March due to Corona Virus

Balance includes true-up for the annual rent of the Quarterdeck based on the lease agreement.

Cumulative	2018/19	2019/20	2020/21
October	38,743	56,498	49,128
November	85,635	109,907	88,416
December	135,363	149,620	133,223
January	184,770	216,894	179,885
February	236,054	272,924	222,221
March	553,805	308,049	275,435
April	599,429	308,201	340,342
May	667,788	317,676	
June	722,535	357,650	
July	795,648	399,498	
August	846,589	447,846	
September	907,317	496,818	
Annual Budget Goal	**918,859**	**914,098**	**773,952**

In 2018/19 the Quarterdeck Restaurant Revenues were moved to the Pier fund from General Fund to better reflect their usage.



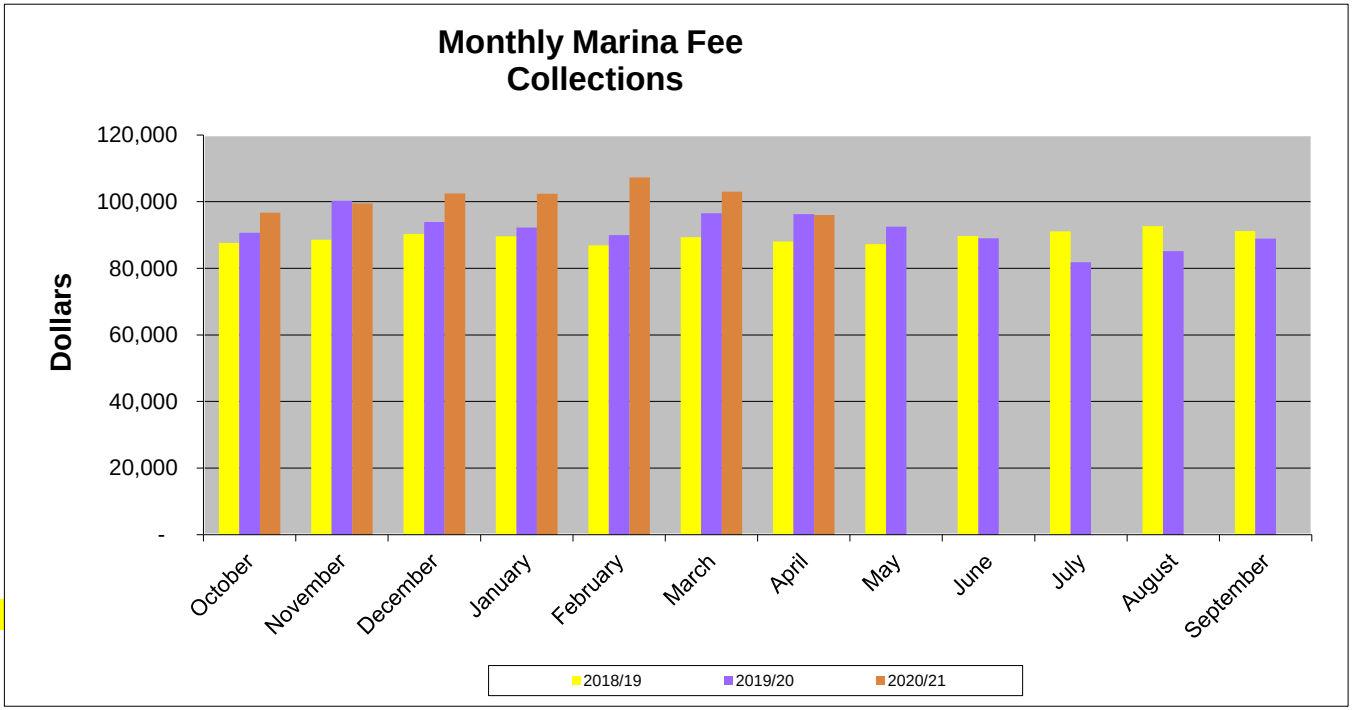


Marina Fee Collections

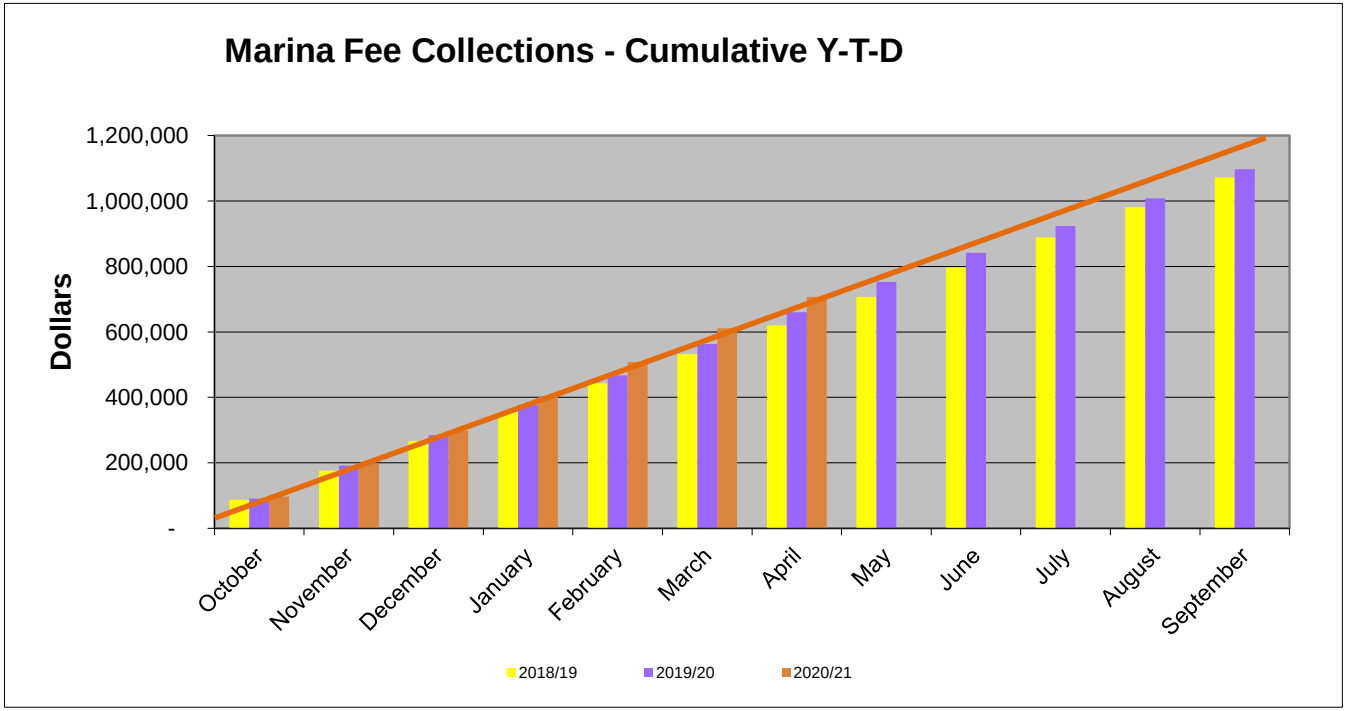
Marina Fees - thru April 2021

Monthly	2018/19	2019/20	2020/21
October	87,598	90,680	96,691
November	88,582	100,295	99,519
December	90,299	93,879	102,437
January	89,569	92,197	102,400
February	86,889	89,948	107,245
March	89,350	96,527	103,019
April	88,013	96,264	96,002
May	87,281	92,452	
June	89,733	89,025	
July	91,052	81,799	
August	92,686	85,158	
September	91,173	88,941	
Total	1,072,225	1,097,163	707,313

Marina closed towards end of march due to COVID 19



Cumulative	2018/19	2019/20	2020/21
October	87,598	90,680	96,691
November	176,181	190,975	196,210
December	266,479	284,854	298,647
January	356,049	377,051	401,047
February	442,938	466,999	508,292
March	532,287	563,525	611,312
April	620,301	659,789	707,313
May	707,582	752,241	
June	797,315	841,266	
July	888,367	923,065	
August	981,052	1,008,222	
September	1,072,225	1,097,163	
Budget Goal	**1,042,263**	**1,059,831**	**1,011,953**



Governmental Funds Capital Projects

Capital Project Life Cycle

30-Apr-21

Capital Projects Fund	Original Budget	Budget Amendments	Total Amended Budget Funding	Total Expenses & Open P.O.'s	(Return) of Funding on Completed Projects	Remaining Funds Available	Project Status
Beach Revitalization Phase II	$ 925,000	$ 801,799	$ 1,726,799	$ (870,166)	$ -	$ 856,633	In progress
Oasis XIV Project	200,000	(139,851)	60,149	(13,000)		47,149	In progress
Trafic Calming & Beautification Project	250,000	-	250,000	-		250,000	Not Started
Total Capital Projects (301)			**$ 2,036,948**	**$ (883,166)**	**$ -**	**$ 1,153,782**	

Enterprise Funds Capital Projects
Capital Project Life Cycle
4/30/2021

Stormwater Fund	Original Budget	Budget Amendments	Total Budget Funding	Total Expenses & Open P.O.'s	Return of Funding on Completed Projects	Remaining Funding Available	Project Status
SE Stormwater Phase II	$ 6,159,729	$ 124,145	$ 6,283,874	$ (148,117)	$ -	$ 6,135,757	In-Progress
SW 43rd Terrace, SW 40th Court and SW 49th Street Project	1,170,960	-	1,170,960	(507,710)		663,250	In-Progress
Total Stormwater Fund Projects			**7,454,834**	**(655,827)**	**-**	**6,799,007**	
Water Fund							
NW 1st Ave Water Main Stirling-City Hall	431,730	-	431,730	(55,964.50)		375,766	In-Progress
Hydraulic Mdeling	70,000	-	70,000	(70,000)		-	Not Started
Total Water Fund Projects			**501,730**	**(125,965)**	**-**	**375,766**	
Sewer Fund							
Lift Rehab Projects 5,7,10	1,137,594	-	1,137,594	(1,125,791)		11,804	In-Progress
SCADA System	257,715	-	257,715	(257,715)		(0)	In-Progress
HMGP Lift Stations	499,800	-	499,800	-		499,800	Not Started
Total Sewer Fund Projects			**$ 1,395,309**	**$ (1,383,506)**	**$ -**	**$ 511,604**	
Total Enterprise Projects			**9,351,873**	**(2,165,298)**	**-**	**7,686,377**	

Miscellaneous Funds For Projects

30-Apr-21

Projects	Original Budget	Remaining Funds Available	Project Status
City Hall Renovation	$ 30,000	$ 271,390	Not Started
Oasis Project	200,000	200,000	Not Started
Total Funds		**$ 471,390**	

USDA Grant CRA

Grant Life Cycle

30-Apr-21

PATCH Fund	Original Budget	Budget Amendments	Total Amended Budget Funding	Total Expenses & Open P.O.'s	(Return) of Funding on Completed Projects	Remaining Funds Available	Revenue Received	Grant Status
USDA CRA Grant	$ 248,872	$ 72,487	$ 321,359	$ (241,866)	$ -	$ 79,493	$ 175,396	In progress
Total CRA Grant			**$ 321,359**	**$ (241,866)**	**$ -**	**$ 79,493**		

Business Tax Receipt Activity - April 2021

Out of Business/Inactive	# of BTRs	Dollar Amount
325 SE 4 AVE LLC	1	
Brooklyn's Hair Studio	1	
Jet Ski Rental Miami LLC	1	
Whataworkout LLC	1	
Total Out of Business/Inactive	**4**	

New Approved Applications	# of BTRs	Dollar Amount
325 SE 4th AVE LLC	1	
Academy Bus LLC	1	
Bright Education Instituite Corp	1	
E Combustible Products	1	
Elegant by Imma LLC	1	
Flovibez Adventure Tours LLC	1	
Freitus Enterprises Inc	1	
Hazel Levine	1	
Martin, Marcos Fernando	1	
Michelle Smith	1	
Niche Group International LLC	1	
Shoreside Support LLC	1	
Shu Kan Cheung	1	
Siesta LLC	1	
Talk Sick Labs	1	
Target Auto Sales Inc	1	
Truck Fleet Solutions LLC	1	
Wayne Automotive LLC	1	
Xtreme Cleaning & Maintenance	1	
Total New Applications	**19**	**$ -**

BTR Status	# of BTRs	Total Dollar Amount	
Open Renewals- Current Year	**432**	**$ 120,249.76**	
Paid Renewals	**3,107**	**$ 1,033,551.00**	
Total BTRs as of 04/30/2021	**3,539**	**1,153,800.76**	**

**includes license fee, fire inpsection & solid waste registration

Miscellaneous Billing Invoice Aging Report

Aging Date 04/30/2021

Report By Invoice Type

	Description	Current	1-30	31-60	61-90	90+	Total
Invoice Type - CEM - Cemetery							
# 4652 - Eric L Wilson	Reservation of Burial Plot	.00	.00	.00	.00	7570.00	7,570.00
# 5474 - Cokenya D West	Reservation of Burial Plot	.00	.00	.00	.00	250.00	250.00
# 4179 - AJ Manuel Funeral Home	Reservation of Burial Plot	3180.00	14110.00	6720.00	1680.00	3630.00	29,320.00
# 5736 - Sands, Carolyn	Reservation of Burial Plot	.00	.00	.00	.00	3000.00	3,000.00
# 5756 - Rahming Poitier Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	4750.00	4,750.00
# 5755 - McPherson, Eddie Dean	Reservation of Burial Plot	.00	.00	.00	.00	400.00	400.00
# 5757 - Fuller Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	990.00	990.00
# 5673 - Agape Funeral and Cremation	Reservation of Burial Plot	.00	.00	.00	.00	6720.00	6,720.00
# 5477 - Paradise Funeral Home, LLC	Reservation of Burial Plot	.00	.00	.00	.00	1680.00	1,680.00
# 3946 - Eric S George Funeral Home	Reservation of Burial Plot	.00	2130.00	.00	1680.00	2310.00	6,120.00
# 4569 - Clark and Norris Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 4182 - Fred Hunters Hollywood	Reservation of Burial Plot	.00	.00	.00	.00	450.00	450.00
# 5029 - Bell's Funeral Home	Reservation of Burial Plot	.00	.00	.00	630.00	.00	630.00
# 4786 - Dillard Josephine	Reservaton of Burial Plot	.00	.00	.00	.00	200.00	200.00
Cemetery Totals		**$3,180.00**	**$16,240.00**	**$6,720.00**	**$3,990.00**	**$33,450.00**	**$63,580.00**
Invoice Type - ART & SEAFOOD - Arts & Seafood Festival							
# 5472 - Meyers Group LLC	Arts and Seafood Sponsorship	.00	.00	.00	.00	5000.00	$ 5,000.00
# 4900 - Storm Tight Windows	Arts and Seafood Sponsorship	.00	.00	.00	.00	2,500.00	2,500.00
Arts & Seafood Totals		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$7,500.00**	**$7,500.00**
Invoice Type -CRA - Misc CRA							
# 4918 - Arnold & Sharon Nearn	Millennium Facase Grant	.00	.00	.00	.00	6000.00	6,000.00
Misc CRA Totals		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$6,000.00**	**$6,000.00**
Invoice Type FA- False Alarm							
Miscellaneous FA Customers	BSO & Fire False Alarms	.00	.00	.00	.00	2,000.00	2,000.00
False Alarm Totals		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,000.00**	**$2,000.00**
Invoice Type FI - Fire Inspection							
3065 - Keynorth Townhomes	Annual Inspection FY 11	.00	.00	.00	.00	1,700.00	1,700.00
3072 - Atlantis Management	Annual Inspection FY 11 & FY 12	.00	.00	.00	.00	7,800.00	7,800.00
1012 - Gulfstream Apts.	Annual Inspection FY 11 & FY 12	.00	.00	.00	.00	2,800.00	2,800.00
# 4466 - Meadowbrook Condo	Annual Inspection FY 13	.00	.00	.00	.00	1,000.00	1,000.00
4644 - Oakbridge Townhomes	Annual Inspection FY 14	.00	.00	.00	.00	4,000.00	4,000.00
Miscellaneous FI Customers	Annual & Re-Inspections	.00	.00	.00	.00	215,465.00	215,465.00
Fire Inspection Totals		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$232,765.00**	**$232,765.00**
Invoice Type FIRE EQ. LEASE - Fire Apparatus Lease Reimb.							
40 - Broward Sheriff's Office	Fire Apparatus Interest Payments	.00	91,581.37	.00	.00	.00	91,581.37
Fire Eq. Lease Totals		**$0.00**	**$91,581.37**	**$0.00**	**$0.00**	**$0.00**	**$91,581.37**
Invoice Type GR Federal - Grant Reimb. Federal Government							
# 5848 - USDA - Grant	USDA Grant	$0.00	$0.00	$0.00	$0.00	$10,541.64	$10,541.64
GR Federal Totals		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$10,541.64**	**$10,541.64**
Invoice Type GR State - Grant Reimb. State of Florida							
# 4438 - Florida Department of	State of Florida	$0.00	$0.00	$0.00	$0.00	$105,167.53	$105,167.53
GR State Totals		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$105,167.53**	**$105,167.53**
Invoice Type LM - Lake Maintenance							
Miscellaneous LM Customers	Lake Maintenance	.00	.00	.00	.00	275.36	275.36
Lake Maintenance Totals		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$275.36**	**$275.36**
Invoice Type MS - Miscellaneous							
# 4647 - Palmetto Hospitality of Dania	Water Impact Fees	.00	.00	.00	.00	20,242.00	20,242.00
Misc. Customers	**Misc. Customers**	540.00	86.50	11,940.00	.00	38,829.93	51,396.43
Miscellaneous Totals		**$540.00**	**$86.50**	**$11,940.00**	**$0.00**	**$59,071.93**	**$71,638.43**
Grand Totals		**$3,720.00**	**$107,907.87**	**$18,660.00**	**$3,990.00**	**$456,771.46**	**$591,049.33**

City of Dania Beach

Commercial Solid Waste Report FY 2020-2021

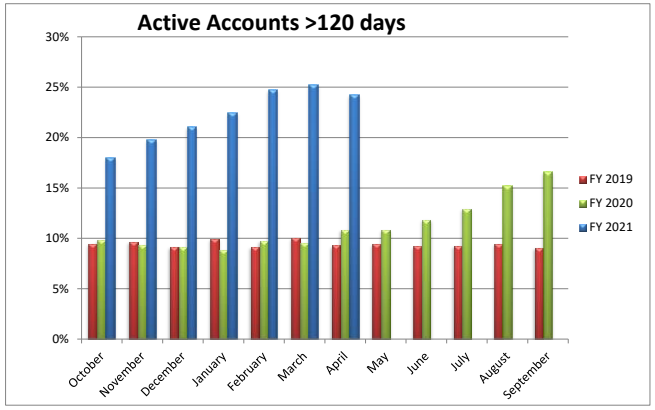
Payments Received

					Annual Budget	**$ 622,848**					
	Waste Hauler										
	Choice Waste AKA Waste Connections	**Waste Management**	**All Service Refuse AKA Repucblic Services**	**S & S National Waste AKA Bicon, Inc.**	**Pronto Waste Services**	**Panzarella Waste & Recycling Services**	**Great Waste**	**EZ Waste & Recycling**	**COASTAL WASTE & RECYCLING INC**	**WASTE PRO**	
Permit Application Fee	75.00	75.00	75.00	225.00	150.00	75.00	75.00	75.00	75	150.00	
Annual Permit Fee	1,000.00	1,000.00	1,000.00	1,000.00	500.00	1,000.00	1,000.00	1,000.00	1000	1,000.00	Monthly Activity
Monthly Franchise											
Oct	2,602.34	35,852.88	12,622.11	2,152.53		429.86	3,240.32	No Remmittance	601.33	No Remmittance	57,501.37
Nov	2,854.89	35,208.63	11,897.08	4,147.76		691.59		No Remmittance	990.56	No Remmittance	55,790.51
Dec	2,648.46	31,039.75	14,427.66	3,583.84	NEW HAULER	358.68	2,115.57	No Remmittance	1,203.24	No Remmittance	55,377.20
Jan	2,997.49	No Remmittance	13,612.61	361.25		870.57	1,722.49	No Remmittance	1797.29	No Remmittance	21,361.70
Feb	No Remmittance	31,899.12	13,265.03	1,226.04		1,009.65	4,143.97	No Remmittance	1436.25	No Remmittance	52,980.06
Mar	No Remmittance	32,247.78	14,754.02	1,511.72		835.64	2,052.83	No Remmittance	2,019.04	No Remmittance	53,421.03
Apr	8,905.38	37,014.69	14,715.39	2,222.19	-	633.10	1,884.84		1,746.73		67,122.32
May											-
Jun											-
Jul											-
Aug											-
Sep											-
Total Mo. Franchise	20,008.56	203,262.85	95,293.90	15,205.33	-	4,829.09	15,160.02	-	9,794.44	-	363,554.19
Total Receipts	$ 21,083.56	$ 204,337.85	$ 96,368.90	$ 16,430.33	$ 650.00	$ 5,904.09	$ 16,235.02	$ 1,075.00	$ 10,869.44	$ 1,150.00	**$ 374,104.19**

WATER & SEWER UTILITY AGING REPORT

ACTIVE ACCOUNTS

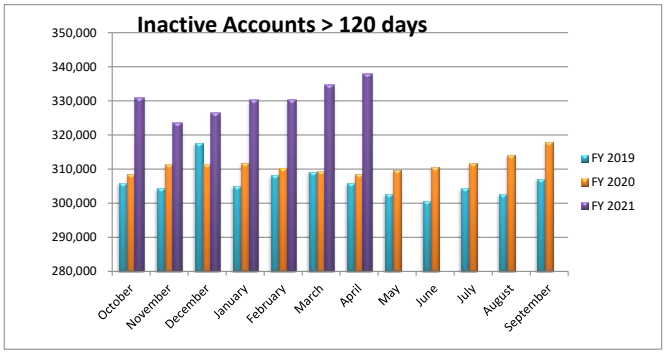
	FY 2019			FY 2020			FY 2021				
	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ	FY 2020	FY 2021
October	95,365	1,010,211	9%	101,263	$ 1,028,181	10%	183,822	$ 1,019,908	18%	0%	8%
November	98,732	1,023,885	10%	102,632	1,094,606	9%	207,753	1,049,166	20%	0%	10%
December	99,290	1,080,590	9%	100,463	1,093,753	9%	227,856	1,082,042	21%	0%	12%
January	101,512	1,016,702	10%	101,513	1,151,809	9%	248,468	1,107,929	22%	-1%	14%
February	99,383	1,082,970	9%	105,524	1,086,072	10%	262,649	1,063,670	25%	1%	15%
March	101,087	1,003,628	10%	104,516	1,090,084	10%	262,514	1,042,220	25%	0%	16%
April	105,959	1,140,270	9%	107,366	991,898	11%	273,503	1,129,480	24%	2%	13%
May	107,545	1,135,444	9%	113,868	1,048,083	11%				1%	-11%
June	105,858	1,149,476	9%	127,306	1,078,705	12%				3%	-12%
July	102,130	1,106,583	9%	143,126	1,110,772	13%				4%	-13%
August	102,832	1,086,057	9%	157,934	1,041,324	15%				6%	-15%
September	101,787	1,122,546	9%	167,246	1,005,176	16.64%				8%	-17%
Annual Avg	$ 101,790	$ 1,079,864	9%	$ 119,396	$ 1,068,372	11%	$ 238,081	$ 1,070,631	22%	2%	2%



Active Account Graph: Billing data indicates deliquency rate on active accounts remain constant at an average of 1% of billings per month

INACTIVE ACCOUNTS

	FY 2019	FY 2020		FY 2021	
	>120 Past Due	>120 Past Due	% +/-	>120 Past Due	% +/-
October	305,930	308,582	1%	330,831	7%
November	304,415	311,477	2%	323,648	4%
December	317,608	311,598	-2%	326,595	5%
January	304,953	311,938	2%	330,267	6%
February	308,340	310,421	1%	330,406	6%
March	309,318	309,600	0%	334,793	8%
April	305,857	308,699	1%	337,912	9%
May	302,754	309,813	2%		
June	300,799	310,711	3%		
July	304,591	311,770	2%		
August	302,839	314,242	4%		
September	307,081	317,910	3%		
Annual Avg	$ 306,207	$ 311,397	2%	$ 330,636	100%



Water Fund					Monthly Utility Account Activity								Misc						
	Building/ New Construction Activity				Delinquent Account Activity								Meter Replacement					New Accts	
	Water Impact Fee		Water Tap Fee		Delinquent		5	Turn-Off		30	Pulled Meter Reinstall Fee		# of Meters Replaced				Prior Yr.	# per Month	Prior Yr.
	2020	2021	2020	2021	2020	2021	# of Accts	2,020	2,021	# of Accts	2,020	2,021	5/8"	1"- 1 1/2"	2" and above	Total	2,021		
Oct	-	-	-	-	2,695.00	-	-	3,120.00	-	-	300.00	-	-	-	-	-	33	51	40
Nov	5,450.00	1,389.00	1,550.00	2,900.00	3,060.00	-	-	2,820.00	-	-	400.00	-	-	-	-	-	15	52	31
Dec	-	14,792.00	-	5,643.00	2,735.00	-	-	2,390.00	-	-	300.00	-	1	-	-	1	5	51	49
Jan	-	-	1,550.00	-	3,265.00	-	-	1,480.00	-	-	100.00	-	4	1	1	6	4	52	50
Feb	1,557.00	3,893.00	3,200.00	12,349.00	2,820.00	-	-	4,810.00	-	-	400.00	-	2	1	1	4	7	39	58
Mar	-	-	2,900.00	-	725.00	-	-	1,970.00	-	-	-	-	5	-	-	5	8	76	39
Apr	-	129,231.00	-	-	-	-	-	(30.00)	-	-	-	-	1	-	-	1	1	66	34
May	-		-		(5.00)		-	60.00		-	-					-	1		33
Jun	5,450.00		1,450.00		-		-	-		-	-					-	6		54
Jul	-		1,450.00		-		-	-		-	100.00					-	4		47
Aug	28,194.00		1,450.00		-		-	-		-	100.00					-	2		52
Sep	-		-				-	-		-	-					-	5		47
Total	**$ 40,651**	**$ 149,305**	**$ 13,550**	**$ 20,892**	**$ 15,295**	**$ -**	**$ -**	**$ 16,620**	**$ -**	**$ -**	**$ 1,700**	**-**	**Yr-to-Date Total**			**17**	**91**	**387**	**534**

City of Dania Beach
General Fund
Unassigned Fund Balance - - Contingency

	----- General Fund -------	
	Contingency	**Unassigned Fund Balance**
Balance 10/1/20	$ 233,398	$ 25,090,636
(Uses) / Additions:		
October	(4,372)	(382,593)
November	(28,095)	-
December	19,262	-
January	-	(100,000)
February	-	(80,000)
March	(1,104)	(250,000)
April	-	-
May	-	-
June	-	-
July	-	-
August	-	-
September	-	-
Sub-Total (Uses) / Additions	(14,309)	(812,593)
Sub-Total Available	219,089	24,278,043
Other Considerations		
GFOA/City Commission 25% Reserve		(12,500,000) est.
Bridge Loans - S.E. Stormwater		(1,000,000)
Estimate of Availability at 09/30/21	**$ 219,089**	**$ 10,778,043**

City of Dania Beach

#001-18-00-519-99-10
Contingency Account

Original Budget	$	233,398	
Uses:			
		Total	
Oct		**(4,372)**	Holiday lighting
Nov		**(28,095)**	moving of welcome signs
December		**19,262**	Return of Funds for completed
January			bus project
February			
March		**1,396**	Return of funds -City Entranceway Sign
		(2,500)	Dania Beach Pristine Program
April			
May			
June			
July			
August			
September			
Balance Remaining	**$**	**219,089**	

City of Dania Beach

General Fund

Analysis of

Fund Balance

Balance Per Audited Report 10/1/20	**25,090,636**	
Uses: #389-90-01		
October	(382,593)	Rollover PO's+ City Center funds (71k)
November		
December		
January	(100,000)	Artificial Reef
February	(80,000)	Jai Alai Litigation
March	(250,000)	Traffic calming and beautification-Dania Live Contribution
April		
May		
June		
July		
August		
September		
Total Uses (Sources)	(812,593)	
Estimated Balance Available 09/30/21	$ 24,278,043	
Other Considerations		
GFOA/City Commission 25% Reserve	(12,500,000)	est.
Bridge Loans - S.E. Stormwater	(1,000,000)	
Estimate of Availability at 09/30/20	**10,778,043**	