CITY OF DANIA BEACH CITY COMMISSION MEETING
JUNE 8, 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
June 8, 2021 at 7:00 PM

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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

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Use this meeting link to join as an attendee:
https://webinar.ringcentral.com/j/1495584937

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+1(312)2630281
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+1(469)4450100 (US South)
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+1(650)2424929
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Enter the meeting ID: 149-558-4937

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, JUNE 8, 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 Chamber of Commerce - requested by Mayor James
2. Juneteenth preamble - Commissioner Lori Lewellen/ Presentation - Mr. Emmanuel George

4. PROCLAMATIONS

1. Juneteenth - Commissioner Lewellen

2. LGBTQ+ Pride Month - 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 25, 2021 Virtual City Commission Meeting

2. Travel Requests: None

3. RESOLUTION NO. 2021-078

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO RETROACTIVELY EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY AND THE BROWARD COUNTY SHERIFF'S OFFICE FOR THE 2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

4. RESOLUTION NO. 2021-079

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION TO PROCEED WITH THE BID ADVERTISEMENT FOR THE CITY HALL WEST WING REMODELING PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

5. RESOLUTION NO. 2021-080

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION FOR ADVERTISEMENT TO CONTRACT FINANCIAL AUDITING SERVICES FOR THE FISCAL YEARS ENDING SEPTEMBER 30, 2021, 2022, 2023,

2024 AND 2025 WITH THREE (3) ONE (1) YEAR CITY OPTIONAL RENEWALS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

6. RESOLUTION NO. 2021-081

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION TO PROCEED WITH THE BID ADVERTISEMENT FOR THE NW 1ST STREET IMPROVEMENT AND BEAUTIFICATION PROJECT CROSSWALK INSTALLATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

8. BIDS AND REQUESTS FOR PROPOSALS

9. PUBLIC HEARINGS

1. 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. **(SECOND READING)** *(City Attorney)*

10. DISCUSSION AND POSSIBLE ACTION

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. Education Advisory Board
   Commissioner Davis - 1 appointment
   Commissioner Odman - 1 appointment

3. General Employees Pension Board
   1 Commission Appointment for a term beginning June 22, 2020 and ending June 22, 2022

4. Green Advisory Board
   Vice-Mayor Salvino - 1 appointment

5. Marine Advisory Board
   Commissioner Davis - 1 appointment

13. ADMINISTRATIVE REPORTS

1. City Manager

2. City Attorney

3. City Clerk - Reminders

Tuesday, June 22, 2021 - 7:00 p.m.	City Commission Meeting
Tuesday, July 13, 2021 - 5:30 p.m.	CRA Board Meeting
Tuesday, July 13, 2021 - 7:00 p.m.	City Commission Meeting

14. ADJOURNMENT

Proclamation

OFFICE OF THE MAYOR • CITY OF DANIA BEACH, FLORIDA

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

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

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

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

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

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

WHEREAS, on February 9, 2021, the City Commission of the City of Dania Beach adopted Resolution No. 2021-020, specifically recognizing "Juneteenth" as an official City holiday for its residents and employees.

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

ATTEST:

DANIA BEACH • ESTABLISHED 1904 •

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

Proclamation

OFFICE OF THE MAYOR • CITY OF DANIA BEACH, FLORIDA

WHEREAS, the City of Dania Beach strives to be a safe and inclusive community; and

WHEREAS, Dania Beach is home to, and a destination for, residents and visitors of all gender identities, expressions, and sexualities; and

WHEREAS, we honor the courage, compassion, and creativity of lesbian, gay, bisexual, transgender, queer, intersex, and gender-nonconforming people, and celebrate the social, economic, and cultural contributions that LGBTQ+ people make to our community; and

WHEREAS, we also recognize that members of the LGBTQ+ in Dania Beach and everywhere face discrimination and intolerance, fear and violence, and economic hardship, and understand that transgender and gender-nonconforming individuals are among the least understood, most marginalized, and most underserved populations; and

WHEREAS, Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) Pride Month is observed annually in the month of June to honor the 1969 Stonewall Uprising and "to recognize the impact that lesbian, gay, bisexual and transgender individuals have had on history locally, nationally, and internationally;" and

WHEREAS, on June 15, 2020, the Supreme Court ruled that existing civil rights law forbids job discrimination on the basis of sexual orientation, which is a major victory for advocates of gay rights.

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 2021 as

LGBTQ+ Pride Month

in the City of Dania Beach and encourage all residents to honor and affirm the rights and the gender identities, expressions, and sexualities of all people in our community, to commit to the elimination of prejudice wherever it exists, and to celebrate the diversity of our great city.

ATTEST:

DANIA BEACH • ESTABLISHED 1904 •

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

MINUTES OF VIRTUAL REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, MAY 25, 2021 – 7:00 P.M.

1. Call to Order/Roll Call

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

Present:

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

2. Moment of Silence and Pledge of Allegiance

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

3. Presentations and Special Event Approvals

3.1 Presentation by Green Advisory Board - requested by Mayor James

Alexis Guillen, 4410 SW 26th Avenue, reviewed the information regarding balloon pollution included in the agenda packet.

Mayor James noted we have had problems and issues of educating the public on the danger of balloon releases and she would like the Commission's input on what they think about this.

Commissioner Odman felt the first step would be to have the City Attorney look at what restrictions and preemptions are in place. She is aware restrictions could be placed on City events, but private events would be different.

Commissioner Lewellen noted there is something in the Code or state statute about balloon releases. She had spoken to City staff and there are rules, we are just not enforcing them. Perhaps we could issue warnings for this.

Mr. Guillen said we need to draw a distinction between a balloon release and an unintentional release of a balloon or balloons.

City Attorney Ansbro noted state statute precludes release of 10 or more balloons. He said staff is drafting several new park and beach rules, which would ban any release at City parks or the beach; it will likely be brought to the Commission in June. He explained the consequences of any infraction.

Commissioner Davis felt we need to start with the educational awareness of the public and signage. She believes we have a no balloon fishing on the pier; there is some signage there. Perhaps we could increase the signage on the beach. She asked the City Attorney about the ordinances we have in place.

Mayor James said City Attorney Ansbro could draft an ordinance and review it one-on-one with the Commissioners for their input and then bring it back to a Commission meeting.

The Commission agreed.

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

Public Services Director Rodriguez gave a brief overview and introduced Charles Michelson from Saltz Michelson Architects, Inc.

Mr. Michelson gave a PowerPoint presentation on the floor plan which is attached to and incorporated into these minutes. He noted it provides offices for all the Commissioners, administrative space, a break space, and a departmental office. He said he tried to maximize the space within the constraints of the building, and he addressed the new staircase.

Mayor James recommended that the Commission offices be labeled in the order of how the Commissioners sit at the dais.

Mr. Michelson noted it is a straightforward space and is maximized to the furthest extent possible. He gave a timeline of the project and felt construction could begin in the fall.

The Commission consensus was to move forward with the design proposal as presented.

Frank DiPaolo, Director of Finance, noted staff would need to bring back a resolution to authorize this capital improvement.

City Manager Garcia said it would be brought forward at a June meeting.

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

Public Services Director Rodriguez gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Mayor James thanked staff and said she is glad to know we are back on track with this project.

The Commission consensus was to move forward with the NW 1st Street roadway improvements and beautification.

3.4 Update on Chamber of Commerce by Frank DiPaolo, Director of Finance

Finance Director DiPaolo noted the City provided $45,000 to the Chamber and for transparency, we need to know how the funds are being spent. A letter was sent to the Chamber regarding a breakdown of how they spend City funds. He addressed their response and noted they did not provide a budget or financial statements. A follow-up letter was sent requesting their budget and financial statements for the last three years. Staff is looking for direction from the Commission.

Commissioner Odman asked Vice-Mayor Salvino about his conversation with Pat Chukerman, president of the Chamber.

Vice-Mayor Salvino addressed the conversation he had and recommended to Ms. Chukerman to get the report together for 2020. The Chamber has been around a long time and the members have been long-time residents. We have not requested this information in the past, although it is now time to do so. He felt we should give them a little more time to respond to our request and if they do not, we go from there.

Commissioner Odman asked the date of the first letter.

City Manager Garcia said in February and the second letter was sent in April. She spoke of our audit and how we are doing everything in a transparent manner. This is a concern we have brought to the Commission's attention.

Commissioner Lewellen questioned the letter sent in April.

Finance Director DiPaolo said the April request was received and the response referred the City Manager back to their response to the first letter.

Commissioner Lewellen felt we should not give them more time to respond. She has not seen anything the Chamber has done on their own for the last year and a half. Other Chambers are doing many things. She feels bad for them, but we need to step this up as a lot of businesses have suffered during COVID.

Commissioner Davis addressed the letters sent to the Chamber on February 5th and on April 16th. She knows Randie Shane, who has been efficient and effective in the past. People need to network in person or in a hybrid fashion and try to maximize the benefits to businesses. We need to have representation from our Chamber. At this point, she cannot support giving additional time as we must hold people accountable as to where the funds are going.

Mayor James noted she has conversed with various members of the Chamber. In working with them over the last five years, monies were not earmarked for specific events. Other organizations we have given to have not provided their budgets. The Chambers membership numbers dropped. She would have wished the Chamber had been invited here as she does not want to decide without hearing from them. They should be allowed to speak before the Commission decides. She agreed we need some accountability as to line items. She supports a group meeting with them or to allow them to come speak to the Commission.

Commissioner Odman noted we invited the Chamber to speak to the Commission in the past and they have had that opportunity all along. She felt they should be watching the Commission meetings knowing that half of their funding comes from the Commission. From a business standpoint, this does not make sense to her.

Mayor James questioned the communication from the City Manager to the Chamber.

City Manager Garcia addressed the communications her and Commissioner Odman had with the Chamber and the bylaws. Staff felt this matter needed the attention of the Commission.

Mayor James asked what the options are that we need to be considering.

City Manager Garcia said as the Commission begins to work on the budget, they have a list of priorities and deliverables. The question is whether this organization is willing to step up their game; it is time for the Chamber board to get together.

Commissioner Lewellen noted in addition to the $40,000 funded annually to the Chamber, last year they requested another $5,000 for a printed directory.

Finance Director DiPaolo said they asked to use the monies last year for payroll.

Commissioner Lewellen said other organizations have been creative during the past year due to COVID; she is not comfortable continuing to fund an organization when we do not see where that money is going. She noted Ms. Shane had been coming to provide updates once a month and does not know why she stopped coming.

Commissioner Davis noted her concern about their bylaws regarding meetings and elections.

Mayor James asked how many organizations the City funds that we request budgets from.

Finance Director DiPaolo said we get a budget from the Motorcycle Show; the other organizations are charitable organizations and we do not get an accounting. He noted their funding is considerably smaller.

Vice-Mayor Salvino suggested the Director be invited to come to the next meeting to explain what is going on with the Chamber and where the money for the last year is going. If they do not provide the answers, the Commission can decide at that time.

Commissioner Odman questioned whether the Chamber is taking us in a direction we want to go; the question is, is this the Chamber that can save our businesses. She would like an entire presentation from them of how they intend to save the businesses and get more businesses. She does not want a paper directory.

Mayor James noted she would reach out to the Chamber so they can watch this meeting so there is no confusion regarding the discussion.

Commissioner Lewellen felt we should not allow another presentation at this point; they have received two letters and warned they would not be funded without providing the information requested. If we allow this, this could continue for another year. There were many things they could have done to save our businesses. All they had to do was follow their own bylaws; we should not give them more time.

Discussion ensued regarding the decisions the Commission is looking to make.

Vice-Mayor Salvino clarified what will probably happen if they do not come up with our requests, the board will probably meet to elect a new executive director. He further addressed what action they might take. If they want the Chamber to go, they need to decide. If the Commission does not want to wait two weeks, a letter could be sent stating we do not intend to fund them any longer. He agreed they have had enough time, but we do not need to decide tonight whether they are included in our budget or not. He felt if they want funding bad enough, they will show up and fight for the funding.

City Manager Garcia noted the Finance Director would reach out to them. The two issues to be addressed are violations of the bylaws and whether this is the Chamber that is going to take us where we want to go.

Finance Director DiPaolo said he would like to meet one-on-one with them and if we cannot get anywhere with that, he would come back to the Commission.

Mayor James said she would reach out to the Chamber to come to the next Commission meeting and asked that this item be placed on the agenda under Presentations.

4. <u>Proclamations</u>

National Gun Violence Awareness Day - Mayor James

Mayor James read the National Gun Violence Awareness Day proclamation.

5. <u>Citizen Comments</u>

Gerald Clark from Marlboro, Maryland, owner of 134 SW 5th Court, thanked the Commission for the work they are doing and thanked Tammie James for assisting with permit issues.

6. Public Safety Reports

Lieutenant Jason Tarala, BSO District Executive Officer, noted the complaints regarding the FEC Railroad activity (unloading, causing traffic blockage) and addressed the traffic enforcement operations plan that is being put in place for the next two weeks. He reported on recent criminal activity in the City, homeless outreach, Memorial Day Beach Operations Plan, and hourly checks at Jewish and Islamic Centers throughout the City.

City Manager Garcia thanked Lt. Tarala.

Captain Sergio Pellecer, BSO District Fire Chief, reported on a recent call involving a heart attack victim who was assisted by Fire Rescue and our lifeguards. Mayor James noted she wanted to get with the City Manager regarding an award or medal for the first responders. Captain Pellecer also reported on the Fire Marshal's office and inspections, as well as recent call statistics.

7. Consent Agenda

7.1 Minutes:
Approve Minutes of May 11, 2021 Virtual City Commission Meeting
Approve Minutes of May 18, 2021 Parks Master Plan Workshop

7.2 Travel Requests: None

Resolutions

7.3 RESOLUTION #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)*

7.4 RESOLUTION #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)*

7.5 RESOLUTION #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)*

7.6 RESOLUTION #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)*

Ordinances (Titles read by City Attorney)

7.7 ORDINANCE #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)*

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

8. Bids and Requests for Proposals

8.1 RESOLUTION #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)*

City Attorney Ansbro read the title of Resolution #2021-074.

Commissioner Lewellen motioned to adopt Resolution #2021-074; seconded by Vice-Mayor Salvino. The motion carried unanimously.

8.2 RESOLUTION #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)*

City Attorney Ansbro read the title of Resolution #2021-075.

Commissioner Lewellen motioned to adopt Resolution #2021-075; seconded by Commissioner Odman. The motion carried unanimously.

8.3 RESOLUTION #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)*

City Attorney Ansbro read the title of Resolution #2021-076.

City Manager Garcia noted we have been working with Colliers International and they will bring us all the professional services we need for the Dania Beach Grill.

Candido Sosa-Cruz, Assistant City Manager, detailed the services that would be provided by Colliers International.

Mayor James noted the RFP was to have gone out by the end of May.

Assistant City Manager Sosa-Cruz explained Colliers recommended the RFP should go out after the Memorial Day holiday, on June 1st.

Ken Krasnow, Vice Chairman, Institutional Investor Services, Colliers International South Florida, said the RFP is completed and brochure is finished, and they decided the holiday weekend would adversely affect the release of the RFP.

Mayor James asked how someone could be a part of the RFP process.

Mr. Krasnow explained the dual track process; City Procurement will announce the RFP within their normal process and Colliers International will do a global blast as of Tuesday, June 1st.

Commissioner Davis noted the timelines initially given to the Commission in January and requested updated, realistic timelines be provided.

Mayor James felt we could possibly put something on our social media to let the public know this is a priority of ours.

City Manager Garcia noted the RFP would be in our social media, as well.

Mr. Krasnow said the offering memorandum will be out on June 1st and bids will be due on July 13th, followed by the evaluation process.

Commissioner Lewellen motioned to adopt Resolution #2021-076; seconded by Commissioner Odman. The motion carried unanimously.

9. Public Hearings and Site Plans

There were no Public Hearings on this agenda.

10. Discussion and Possible Action

10.1 Affordable and Workforce Housing - Commissioner Lewellen

Commissioner Lewellen noted since we have had an increase in development, and as part of best practices, she felt it is a good time to do an assessment to determine where we stand as to the balance of affordable housing, market housing and workforce housing to make sure for future projects we know what the City needs. We need to look at the ratio between rentals versus ownership to see if we are following best practices. She said an assessment is needed before we go further with meetings and development, so we know where our needs are, and she wanted to know how the Commission felt.

Mayor James said she would not want an assessment coming back saying we have a certain percentage of affordable housing when it is not technically affordable housing. She questioned how we ensure the scale is a true scale of affordable housing. She agreed there are too many rentals coming up and not enough opportunity for homes or townhomes. She questioned the options of what we can do under the law as to what we want to see in our City.

City Attorney Ansbro explained as part of this analysis, staff will provide what the State and County calls affordable and what we are allowed to do. He noted there are certain things we must do to be constant with what the County proposes. The analysis needs to be done considering what we have, what we are proposing, and what we can do; staff will try to do that in a report.

Mayor James commented she supports getting an assessment and asked how much it would cost.

Commissioner Lewellen said Finance could speak to the cost, but she does not want to become a City of all rentals that are market priced or all affordable housing. For example, the Smith store property is leaning toward affordable housing rather than workforce. There is a difference of what we think it is versus what it is according to the law. She felt an assessment is needed if we are promoting development; it allows the developer to tweak a project to our needs and would allow us to track the development we need.

Mayor James asked City Manager Garcia to include the amount of density and infrastructure our City can handle. Staff would likely say we can handle it because tax dollars will be coming in, but the question is the quality of life for these neighborhoods; certain areas are over-developed. She noted she would like to see what the development is in certain areas compared to other areas, and requested it be broken down to see how much development each part of our City has, to have clarity for better decision making.

City Manager Garcia explained an assessment needs to be very thorough with a full map and breakdown of the types of housing. She stated we need a global look by having someone do the assessment from A to Z and it should be included in the new budget for the next fiscal year.

Commissioner Odman questioned how an assessment would help us market to attract developments.

Commissioner Lewellen commented it is a matter of knowing what we have out there and knowing what we need when making decisions in the future, along with the RFP process.

Commissioner Odman said she would support it.

City Manager Garcia noted we will put the assessment in the upcoming budget.

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

City Attorney Ansbro addressed the recent denials of the exemption and reviewed the memo included in the agenda packet regarding the several exemptions. We would leave projects that have been damaged or reconstructed due to fire, flood, or other natural disaster. Public and charter schools would be treated equally and would also be exempt. Religious uses and affordable housing projects receiving economic development grants and incentives would be removed from the list and would not be exempt. Staff will bring forth an amendment to the ordinance before the Planning and Zoning Board for further analysis.

Commissioner Lewellen questioned whether we could use the term may instead of shall in case we are potentially challenged with a waiver.

Commission Odman agreed with the changes described by City Attorney Ansbro and changing the wording from shall to may.

The Commission consensus was to move the amendments, as discussed, forward to the Planning and Zoning Board.

11. <u>Commission Comments</u>

11.1 Commissioner Davis

Commissioner Davis said she attended the Dania Lions Club event over the weekend. She addressed the Channel 10 environmental series "Don't Trash Our Treasure" hosted by Louis Aguirre regarding the different plastic pollution at Palm, Broward, and Miami beaches, where our beach and logo were displayed negatively. She announced a plastic pollution awareness day event on June 12th to initiate awareness and to counteract the negative media coverage we received.

11.2 Commissioner Lewellen

Commissioner Lewellen noted she attended the Lions Club meeting; they have done a great job with the renovations on the building. She reminded everyone of Memorial Day weekend and asked that fallen soldiers and veterans be a part of everyone's weekend. She thanked City staff for responding to all the demands from the Commission and residents.

11.3 Commissioner Odman

Commissioner Odman had no comments.

11.4 Vice-Mayor Salvino

Vice-Mayor Salvino spoke of the Lions Club re-opening and the Greater Fort Lauderdale Alliance at the Hard Rock. He wished everyone a happy Memorial Day weekend.

11.5 Mayor James

Mayor James asked staff to address lengthy questions the Commission had received regarding the beach conditions. The walkway on the beach across from the grill caught on fire and she wanted an update on that situation and when it will be restored.

Fernando Rodriguez, Public Services Director, said we are aiming for Friday and Saturday next week for project completion.

Mayor James asked about the restrooms.

Public Services Director Rodriguez responded the project is due for completion by the July 4th weekend.

Mayor James noted the pathway east of the Renaissance Condominiums is closed, with signage indicating due to beach erosion, and questioned its closure.

City Attorney Ansbro said the pathway is in Hollywood; there is a developer agreement that requires the condominium to maintain the walkway.

Assistant City Manager Sosa Cruz added that Hollywood cited the condo building and they have a hearing in June. The expectation is that they will be opening the walkway back up.

Mayor James spoke of the food truck and vendors idea previously entertained and asked if the conversation died about allowing food trucks on the beach while waiting for the Grill.

City Manager Garcia noted she had a conversation with City Attorney on the topic; the Quarterdeck is allowed to have the truck that is there. She asked City Attorney Ansbro about what the separation would need to be from the other truck as well as the parking lot element.

City Attorney Ansbro said the Quarterdeck has the right to have kiosks. Food trucks qualify as kiosks and they have the right to have two more; however, we have a food truck ordinance that passed several years ago, yet no one has ever registered to do this, and it would include the beach.

Commissioner Odman commented there is probably a reason for that as there was supposed to have been an RFP put out.

City Manager Garcia responded to have a viable RFP for food trucks, we would have to remove parking.

City Attorney Ansbro indicated the distance requirement is in the ordinance and we could exempt ourselves. Perhaps we could amend the ordinance so distance limitations would not apply to the City; staff will look at this.

Mayor James said she is not in favor of food trucks taking parking spaces; we already do not have enough parking.

Commissioner Odman stated if it is not feasible for food trucks to be at the beach, that is okay; what is not okay is that an RFP has never gone out. Additionally, we are not doing anything to get food trucks in any other part of the City; nobody is registered because nobody knows about it. We need to decide if we are going to make this a priority and we need to be consistent in what we are telling residents. There is no point creating the ordinance if we are not going to use; it is only as good as the effort we put into it.

City Manager Garcia noted we could add this to the list of priorities. She said the conversation took place prior to COVID and apologized if that got left behind. We will go out for RFP for the Grill but for trucks at the beach, we would have to remove parking and we are already scheduled for construction soon on the beach. If any other areas in the City are a priority for food trucks, we will put the RFP out there.

Commissioner Lewellen agreed with the parking issue, and she did not recall there being an RFP discussion. If we are going to do this, she does not see where the trucks would be put, especially since we must close the beach on a regular basis. She suggested something else going there such as a smaller scale concession stand.

Mayor James said when we restart Dania After Dark, some of this will die down.

Vice-Mayor Salvino questioned parking the food truck on the grass on the south end near the play area of Tootie Adler Park; anywhere people could walk up to safely. He finds it hard to believe we cannot find one spot.

City Manager Garcia said we have a $400,000 grant project besides the construction of the Dania Beach Grill. Whatever the Commission's priorities are is what staff will carry out. She added she cannot see putting a food truck where the playground is.

Vice-Mayor Salvino felt there must be one spot they could park the truck where people can walk to.

Commissioner Davis remembered when the Grill was first closed and there was a lot of talk about having food trucks on the beach until the Grill re-opened. She does have residents with long memories, and it was said that while the Grill was closed, there would be live music and food trucks or entertainment until the Grill re-opened. She in not for taking away parking spots or revenue but it is important to keep our word to our residents. If this could be done safely, without losing money, she knows our team can do it.

Mayor James agreed residents have long memories. There was never a decision to put live music and food trucks on the beach; there was conversation of possibilities of what could happen. We do have to be consistent with the messaging we are putting out to our residents and must be held accountable as elected officials with what decisions we make.

Eric Brown, Director of Parks & Recreation, said we can make anything happen, but that area is kid-friendly, and people are using the playground. Food trucks come with a lot of inspection, baggage, and need a lot of space. He will go tomorrow to see if there is a space on the beach for a food truck but recommends finding another spot for a truck.

Mayor James asked the City Manager to put responses to the questions they have all received regarding the beach.

City Manager Garcia noted most of the answers are in the Manager's report. The key is not to engage in social media but redirect the people to us. Management wants things done yesterday as well and we have been a proactive administration. We will find a spot to make the food truck happen so moving forward, she will try to get the information as to when it was last discussed.

Mayor James noted she wanted to remember all our fallen soldiers during the Memorial Day holiday with two events scheduled, one at Post 209 and one at Post 304. She will have the Executive Assistant forward the invite information to everyone.

Mayor James spoke of the Juneteenth paid holiday passed by the Commission and thanked everyone for their efforts recognizing the importance of allowing City employees to celebrate the holiday.

Mayor James thanked the Public Services team who continue keeping our parks up to par. Residents notice everything and email the Commission regarding how quickly we act. She looks forward to the landscaping master plan for the west side of the City.

Mayor James asked City Manager Garcia to investigate the group that was supposed to fund flags on the poles coming into the City from the airport. This is a great opportunity to market our City by putting signage on the poles on the west side traveling south from the airport.

12. Appointments

12.1 Airport Advisory Board – no appointments

12.2 Creative Arts Council Advisory Board

Commissioner Davis appointed: Joanna Granett

12.3 Education Advisory Board – no appointments

12.4 General Employees Pension Board – no appointments

12.5 Green Advisory Board

Mayor James appointed: Alexis Guillen

12.6 Marine Advisory Board

Commissioner Lewellen appointed: Chris Rabil

Vice-Mayor Salvino appointed John Fitzgerald to replace Chris Barile.

Vice-Mayor Salvino motioned to approve the appointments; seconded by Commissioner Odman. The motion carried unanimously.

13. Administrative Reports

13.1 City Manager

City Manager Garcia noted she would add to the budget the banners for the poles near the airport.

City Manager Garcia reported we are working on a partnership with Seacor, a local marine business, for them to be awarded a $4 million DOT grant. The grant will assist Seacor with critical infrastructure to include updates to the seawall. We are also partnering with the Broward County Department of Health to be a vaccine site, in the parking garage, on June 7th from 1:00

p.m. to 6:00 p.m. The second shot will take place on June 28th with additional information to come.

City Manager Garcia noted two major projects at our beach, the beach dune overpass that was damaged due to arson and the beach restrooms. Fernando Rodriguez, Director of Public Services, added the beach restrooms renovation would not be completed until the first week of July.

City Manager Garcia reported we have been working on the RFP for the Dania Beach Grill. The Colliers group recommended putting the RFP out on June 1st to avoid distraction from the holiday weekend. All this information and timeline will be provided to the Commission and public. She also reported that 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 a future parking garage. They will be conveying the land to us at no cost so there are a lot of things going on in front of the scene, but a lot behind the scenes as well.

City Manager Garcia said post the May 18th Parks Master Plan workshop, we are working with the Finance team and financial advisor for the $45 million funding/loan for parks in the CRA and throughout the City. She congratulated Finance Director DiPaolo for being 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.

13.2 City Attorney

City Attorney Ansbro had no comments.

13.3 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

Mayor James adjourned the meeting at 9:52 p.m.

ATTEST: CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO RETROACTIVELY EXECUTE A FUNDING AGREEMENT BETWEEN CITY OF DANIA BEACH AND THE BROWARD COUNTY SHERIFF FOR 2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

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

Fiscal Impact/Cost Summary

Exhibits Attached
2018 JAG Subaward CDB-BSO062221ComMemo, R-2021- BSO Funding Agreement for 2018 Edward Byrne Memorial Justice Assistance Grant Program, DANIA - Funding Agreement between CITY BSO for 2018 JAG Grant (Position Project) 04272021

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

MEMORANDUM

DATE: June 21, 2021

TO: Honorable Mayor and Commissioners

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

FROM: Colin Donnelly, CIP and Grants Administrator

RE: 2018 Department of Justice Edward Byrne Memorial Justice Assistance Formula Grant Program Funding Agreement Between the City of Dania Beach and the Broward Sheriff's Office

Request

City Administration requests authorization to enter into an agreement between the City of Dania Beach and the Broward Sheriff's Office to authorize a sub-award for City funds for a proportionate share of a crime analyst position funded by the 2018 Department of Justice Edward Byrne Memorial Justice Assistance Local Solicitation Grant Program.

Background

Annually, the City of Dania Beach is eligible to receive funding from the Department of Justice Edward Byrne Memorial Justice Assistance Formula Grant funds. The Broward Sheriff's Office acted as the lead agency in prior years, however, the Department of Justice required a new agency act as lead agency, so the City of Pompano Beach volunteered to apply on behalf of multiple Broward County agencies.

Each year, the City obligates a portion of the grant to support a regional crime analyst's position with the Broward Sheriff's Office. The remainder of the grant is used for operational overtime to add additional resources to combat crime. The First Amendment to the 2018 JAG MOU, approved by on June 14, 2020 by Resolution No. 2020-096. added Broward County as a participating agency so that Broward County can receive some of the 2018 JAG Funds.

The Department of Justice is now requiring an additional agreement between the City of Dania Beach and the Broward Sherriff's Office for passthrough funding to support the City's proportion share of a regional crime analyst position.

Budgetary Impact

The impact on the Fiscal Year 2020-21 is positive, allowing for increased funds for crime prevention activities. There is no cash or in-kind match for this grant.

Recommendation

City administration recommends that the City Commission approve a funding agreement between the City of Dania Beach and the Broward Sheriff's Office authorizing a sub-award for the 2018 Department of Justice Edward Byrne Memorial Justice Assistance Formula Grant Program.

RESOLUTION NO. 2021-078

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO RETROACTIVELY EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY AND THE BROWARD COUNTY SHERIFF'S OFFICE FOR THE 2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach is eligible to receive funding from the Department of Justice under the Edward Byrne Memorial Justice Assistance Formula Grant; and

WHEREAS, the U.S. Department of Justice ("DOJ") has identified Broward County as a "disparate" County; and

WHEREAS, the DOJ awarded the City of Pompano Beach, as lead agency in the disparate county, a grant in the amount of Five Hundred Fifteen Thousand Eight Hundred Seventy Nine Dollars ($515,879.00) under the 2018 Bureau of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award No. 2018-DJ-BX-0884, ("Grant"); and

WHEREAS, the City of Pompano Beach then entered into various agreements with Broward County and municipalities in Broward County to subaward portions of the Grant; and

WHEREAS, the City of Pompano Beach sub-awarded Eleven Thousand Five Hundred Twenty Six Dollars and Thirty Cents ($11,526.30) of the Grant to the City of Dania Beach for the City to fund a proportionate share of a crime analyst position (the "Grant Funded Position") for the City to undertake a certain public safety program (the "Project") as more fully explained and detailed in the Broward Sheriff's Office ("BSO") Scope of Sub-Award Use; and .

WHEREAS, the City and BSO desire to memorialize the terms under which City will serve as a non-federal pass-through entity to provide the Sub-Award to BSO and BSO's obligations in connection with the Grant, and which Agreement is attached as Exhibit "A" and is incorporated into this Resolution by this reference;

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.

<u>Section 2.</u> That the City Commission of the City of Dania Beach, Florida authorizes the proper City officials to execute a Funding Agreement Between City of Dania Beach and the Broward County Sheriff for 2018 Edward Byrne Memorial Justice Assistance Grant Program.

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

<u>Section 4.</u> That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on June 8, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	TAMARA JAMES MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

FUNDING AGREEMENT BETWEEN CITY OF DANIA BEACH AND THE BROWARD COUNTY SHERIFF FOR 2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

This Funding Agreement ("Agreement") is made and entered into by and between City of Dania Beach, a local unit of government in the County of Broward and political subdivision of the State of Florida ("City"), and the Broward County Sheriff, a Florida constitutional officer for Broward County ("BSO") (collectively referred to as the "Parties").

RECITALS

A. The U.S. Department of Justice ("DOJ") has identified Broward County as a "disparate" County.

B. The DOJ awarded the City of Pompano, as lead agency in the disparate county, a grant in the amount of $515,879 under the FY18 Bureau of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award Number 2018-DJ-BX-0884, a copy of which is attached to this Agreement as Exhibit A ("Grant").

C. The City of Pompano then entered into various agreements with Broward County and municipalities in Broward County to subaward portions of the Grant. The City of Pompano sub-awarded $11,526.30 of the Grant to City (the "Sub-Award") for City to fund a proportionate share of a crime analyst position (the "Grant Funded Position") and/or for the City to undertake a certain public safety program (the "Project") as more fully explained and detailed in the BSO Scope of Sub-Award Use attached as Exhibit B.

D. City and BSO desire to memorialize the terms under which City will serve as a non-federal pass-through entity to provide the Sub-Award to BSO and BSO's obligations in connection with the Grant.

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

ARTICLE 1. DEFINITIONS

1.1. **Board** means the Board of City Commissioners of City of Dania Beach.

1.2. **Contract Administrator** means the City's Grants Administration Division Administrator or such other person designated by the City Administrator.

1.3. **City Administrator** means the administrative head of City appointed by the Board.

1.4. **Services** means all services to be performed by BSO under this Agreement, including all obligations imposed by the DOJ upon the Grant Recipient and Sub-Recipients pursuant to the Grant Agreement (Exhibit A) as it pertains to the Grant-Funded Position and/or the Project as well as all matters described in the BSO Scope of Sub-Award Use (Exhibit B) as it pertains to the Grant Funded Position and/or the Project.

ARTICLE 2. EXHIBITS

Exhibit A **Grant Agreement**
Exhibit B **BSO Scope of Sub-Award Use**
Exhibit C **Grant Program Budget for City Sub-Award**

ARTICLE 3. SCOPE OF SERVICES

BSO shall perform all Services consistent with the terms of this Agreement and the Exhibits incorporated herein as it relates to the Grant-Funded Position. BSO's obligations include, the requirements outlined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 200 (together, the "Part 200 Uniform Guidance"). This Agreement is intended to be, and should be construed as, consistent with Part 200 Uniform Guidance.

ARTICLE 4. TERM

The term of this Agreement shall begin retroactive to October 1, 2017 and shall end on September 30, 2021 ("Term"), and if the Grant's terms allow, shall continue thereafter as a month-to-month agreement until the subject funds are expended. The continuation of this Agreement beyond the end of the City fiscal year is subject to the appropriation and availability of necessary funding from the Grant.

ARTICLE 5. FUNDING OF SUB-AWARD

5.1. City will provide funding to BSO from the Sub-Award actually received by City for BSO to utilize for the purposes stated in or incorporated into this Agreement. The maximum amount of reimbursement to BSO for which City may be responsible to BSO under this Agreement is Eleven Thousand Five Hundred Twenty-Six Dollars and Thirty Cents ($11,526.30), as more specifically described in the Grant Program Budget for City Sub-Award attached as Exhibit C.

5.2. City will reimburse BSO only for authorized Services and activities under the Grant and this Agreement, and only to the extent of funding actually provided to City from the City of Pompano under the Grant and the Sub-Award. BSO shall only submit invoices for costs that are reimbursable under the Grant and for expenses that were incurred for purposes permitted under the Grant. City will not reimburse BSO for costs incurred for any purpose other than those specified in the exhibits to this Agreement and the Grant. Failure of BSO to comply with the provisions in this Agreement or the Grant will result in required corrective action up to and including financial consequences and termination. A financial consequence may be imposed by City for BSO's noncompliance in accordance with 2 C.F.R. § 200.338 and this Agreement, including disallowance of project costs and withholding of federal funds.

5.3. BSO provides City with general law enforcement services under a separate written agreement ("General Law Enforcement Services Contract") and the BSO services contained herein are separate and apart and completely distinguishable from the BSO services being provided to the City under the General Law Enforcement Services Contract. The funds identified in section 5.1 herein are in addition to the funds paid by City to BSO under the parties' General Law Enforcement Services Contract.

ARTICLE 6. METHOD OF BILLING AND REIMBURSEMENT

6.1. BSO shall submit to City electronically to City one invoice for reimbursement for the proportionate share of a Grant Funded Position (if applicable) immediately after full execution of this Agreement as the services have been incurred and being provided to City.

6.2. BSO acknowledges that Grant funds may not under any circumstances be expended prior to October 1, 2017, or after September 30, 2021 ("Eligible Period") or if the Grant term is extended, through that extended time frame. BSO agrees it will not seek reimbursement of any costs or expenses other than those incurred during the Eligible Period. City shall have no obligation to reimburse BSO for any amounts for costs or expenses not incurred during the Eligible Period.

6.3. Invoices must be submitted to:

Frank DiPaolo – Director of Finance
100 W. Dania Beach Blvd.
Dania Beach, Florida 33004
Email Address: fdipaolo@daniabeachfl.gov

ARTICLE 7. SOVEREIGN IMMUNITY; INDEMNIFICATION

Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. City and BSO are political subdivisions as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes

ARTICLE 8. FINANCIAL REQUIREMENTS AND RESPONSIBILITIES

BSO shall ensure that all expenditures and cost accounting of funds associated with the Grant and this Agreement shall conform to the Office of Justice Grants Financial Guide, and OMB Uniform Guidance (2 C.F.R. § 200.319), as applicable, in their entirety.

BSO must maintain written procedures for procurement transactions. Procedures must ensure that all solicitations follow 2 C.F.R. § 200.319, "Competition." BSO is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to it. BSO shall have financial management systems in place that are able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system for BSO must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, liabilities for awards, and programs.

All funds spent on this project must be disbursed according to provisions of the Project Budget as approved in the Grant and this Agreement. *See* Project Budget attached as Exhibit C.

ARTICLE 9. MANAGEMENT AND REPORTING REQUIREMENTS

9.1. Performance: In the event of default, noncompliance, or violation of any provision of this Agreement, and after City gives BSO thirty (30) days to cure said default, noncompliance or violation, City may impose sanctions that are fair and reasonable under the circumstances which may include withholding future payments, cancellation, or termination of this Agreement (collectively referred to herein as Sanctions) in whole or in part. If such cure by BSO does not occur within the thirty (30) day notice period then in such event, City will notify BSO of its decision of the Sanction that will be implemented by City against BSO. If this Agreement is cancelled or terminated pursuant to this section, BSO shall be reimbursed only for those activities satisfactorily completed in compliance with this Agreement prior to the effective date of such sanction.

9.2. Performance Reports: BSO shall provide any additional information reasonably requested by the Contract Administrator, including without limitation any information that may be required for City or BSO to comply with federal reporting requirements.

ARTICLE 10. MONITORING AND AUDITS

10.1. Access to Records: City, the City of Pompano Beach, DOJ, U.S. Comptroller General, or any of their duly authorized representatives, shall have access to books, documents, papers, and records of BSO and BSO's Contractors related to the Grant or this Agreement for the purpose of audit and examination according to the DOJ Grants Financial Guide.

10.2. Property Management: BSO must establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by City or purchased pursuant to this Agreement consistent with federal property management standards set forth in the DOJ Grants Financial Guide, and Part 200 Uniform Guidance. This obligation continues as long as BSO retains the property, notwithstanding expiration or termination of this Agreement.

10.3. Retention of Records: BSO must maintain all records relating to the Grant for a minimum of five (5) years from the date of the financial statement and such records must be available for audit and public disclosure upon request. BSO must comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf
https://fldoswebumbracoprod.blob.core.windows.net/media/703921/gs2-2021-final.pdf

10.4. Single Annual Audit

10.5.1. BSO must have a single audit or program-specific audit conducted each year. The audit must be performed in accordance with 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and other applicable federal law. This Agreement must be identified in BSO's Schedule of Federal Financial Assistance in the subject audit. BSO's audit report must identify this Agreement and include the contract number, award amount, contract period, funds received, and funds disbursed.

10.5.2. A complete audit report that covers any portion of the effective dates of this Agreement must be submitted to City within 30 days after completion and must be finalized no later than nine (9) months after the audit period. In order to be complete, the submitted audit report to City must include BSO management's written response to all findings. It must also include management letters, if any, and BSO management's response to the management letters.

10.5.3. Audits must be completed by an Independent Public Accountant ("IPA") and according to Generally Accepted Government Auditing Standards. The IPA must be either a Certified Public Accountant or a Licensed Public Accountant. BSO must procure audit activities according to the Part 200 Uniform Guidance and include clear objectives and scope of the audit in addition to peer review reports to strengthen audit quality and ensure effective use of audit resources.

10.5.4. BSO must promptly follow up and take appropriate corrective action for any findings in the audit report in instances of noncompliance with federal laws and regulations, including but not limited to preparation of a summary schedule of prior audit findings and a corrective action plan. BSO's follow-up audit findings must comply with the requirements in Part 200 Uniform Guidance.

10.5.5. BSO must make copies of the audit available for public inspection and ensure respective parts of the reporting package do not include protected personally identifiable information. The audit and its supporting records must be made available upon request for a period of three (3) years after the date the audit report is issued.

10.5.6. The Federal Audit Clearinghouse is the repository of record for 2 C.F.R. § 200(F). Audits performed as a result of this requirement must be completed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's reports, or nine (9) months after the end of the audit period. Submission must include required elements described in Appendix X to Part 200 Uniform Guidance on the specified Data Collection Form (Form SF-SAC) and be signed by BSO's chief financial officer or designee.

ARTICLE 11. TERMINATION

11.1. This Agreement may be terminated for cause by City if it identifies a breach by BSO that is not corrected within thirty (30) days after receipt of written notice of default from City. This Agreement may also be terminated for convenience by the Board or by BSO with a thirty (30) day advanced written notice to the other party. Termination for convenience shall be effective on the termination date stated in written notice provided by the terminating party. This Agreement will automatically terminate immediately after written notice of such termination if the Grant or Sub-Award is terminated.

11.2. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

ARTICLE 12. MISCELLANEOUS

12.1. Contract Administrator Authority: The Contract Administrator is authorized to coordinate and communicate with BSO to manage and supervise the performance of this Agreement.

12.2. Public Records. To the extent BSO is acting on behalf of City as stated in Section 119.0701, Florida Statutes, BSO shall:

12.2.1. Keep and maintain public records required by County to perform the services under this Agreement;

12.2.2. Upon request from City, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law. **IF BSO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BSO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Thomas Schneider, City Clerk, Phone number: (954) 924-6800 ext. 3623 @ e-mail address: tscheider@daniabeachfl.gov, Address: 100 West Dania Beach Blvd. Dania Beach, Florida 33004**;

12.2.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to City; and

12.2.4. Upon completion or termination of this Agreement, transfer to City, at no cost, all public records in possession of BSO or keep and maintain public records required by City to perform the services. If BSO transfers the records to City, BSO shall destroy any duplicate public records that are exempt or confidential and exempt. If BSO keeps and maintains the public records, BSO shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City.

A request for public records regarding this Agreement must be made directly to City, which will be responsible for responding to any such public records requests. BSO will provide any requested records to City to enable City to respond to the public records request.

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

FOR CITY:
Ana M. Garcia, ICMA-CM
City Manager
100 W. Dania Beach Blvd.
Dania Beach, Florida 33004
Email address: agarcia@daniabeachfl.gov

FOR BSO:
Norma McGraw
Grants Manager
Broward Sheriff's Office
2601 West Broward Blvd.
Fort Lauderdale, Florida 33312
Email address: Norma_McGraw@sheriff.org

With copies to:

Terrence Lynch, General Counsel
Office of the General Counsel
Broward Sheriff's Office
2601 West Broward Blvd.
Fort Lauderdale, Florida 33312
Email address: Terrence_Lynch@sheriff.org

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

12.5. Compliance with Laws. Both parties must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

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

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

12.8. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

12.9. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 12 of this Agreement, the provisions contained in Articles 1 through 12 shall prevail and be given effect.

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

12.11. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of City and BSO.

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

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

12.14. Counterparts and Multiple Originals. The parties agree that this Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts. Facsimile, scanned and electronic mail copies in "portable document format" (".pdf") form and e-signature/digital signatures are acceptable and shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or e-signature/digital signatures shall be deemed to be their original signatures for all purposes

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: ____, through its BOARD OF CITY COMMISSIONERS, signing by and through its City Administrator or other authorized agent/representative, authorized to execute same by Board action and the Sheriff, signing by and through his duly authorized representative/agent to execute same.

____

City, by and through
its City Administrator or Authorized
Representative

By____________________________

____ day of ________________, 2021

AGREEMENT BETWEEN _______City of Dania Beach______________________ AND THE BROWARD COUNTY SHERIFF FOR 2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

BSO

Gregory Tony, Sheriff of Broward County

By: ______________________________

Colonel James Ryes

Executive Director-Department of Administration

____ day of ________________, 2021

Approved as to form & legal sufficiency subject to the execution by the parties

By: ______________________________
Terrence Lynch, General Counsel
Broward Sheriff's Office

Date: _________________

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
TO APPROVE AND ADORPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION TO PROCEED WITH THE BID ADVERTISEMENT FOR THE CITY HALL WEST WING REMODELING PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

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

Fiscal Impact/Cost Summary

Exhibits Attached
C-MEMO--AUTHTOBID-WESTWING-060821 Finance 5-27 (002), R-2021- City Hall West Wing Remodeling Project Authorization to Bid

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: June 8, 2021

TO: Honorable Mayor and Commissioners

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

FROM: Fernando J. Rodriguez, Public Services Director

RE: AUTHORIZATION TO BID THE WEST WING REMODELING PROJECT AT CITY HALL

Request

The Public Services Department (PSD) requests the adoption of the attached resolution authorizing the bidding process for the West Wing Remodeling Project (West Wing Project) at City Hall's second floor.

Background

The West Wing Project has been in the discussion and planning stage since late 2020. Its aim is twofold: (1) to make the second floor of City Hall fully compliant with the American with Disabilities Act (ADA); and (2) to transform a space which has been used for primarily for storage for over a decade into usable, efficiently laid out office space. More specifically, the west wing section of City Hall is envisioned as future office space for the elected officials and for a city department.

Presently the architectural design and construction/bidding documents are being developed by Saltz Michelson Architects (SMA). A brief presentation of the preliminary proposed west wing layout was made by SMA at the May 25th Commission Meeting and was well received. The current timeline for this phase of the project to be completed is by the middle of June. If approved, bidding for the construction is expected to begin late that month with the selection of the successful bidder to be made by late August. If this timeline holds, the start of construction can be anticipated in early to mid-September. No firm completion time frame has yet been determined.

Budgetary Impact

The Capital Projects Fund has a balance of $233,889 for this project in account 301-18-00-519-62-10. After receipt of the construction bids, additional funds from CIP may need to be appropriated. Commission authorization for same will be sought.

\continued…

Recommendation

The Public Services Department recommends the City Commission adopt the resolution authorizing PSD to proceed with the bidding process for the West Wing Project.

RESOLUTION NO. 2021-079

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION TO PROCEED WITH THE BID ADVERTISEMENT FOR THE CITY HALL WEST WING REMODELING PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach seeks to re-purpose the space on the west wing of City Hall's second floor which has been used mainly for storage for roughly the past decade; and

WHEREAS, the remodeling of the west wing section will entail converting the space into suitable office and meeting space to house both the elected officials and a city department as well as achieving compliance with the American with Disabilities Act (ADA) requirements; and

WHEREAS, the design and bid documents will be developed in the coming weeks in preparation to bid the project;

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

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

Section 2. That the City Commission authorizes staff to proceed with the West Wing Project competitive bidding with funds of Two Hundred Thirty-Three Thousand Eight Hundred Eighty-Nine Dollars ($233,889.00) in the Capital Projects Fund Account No. 301-18-00-519-62-10 currently available.

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 June 8, 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: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)
ADOPT RESOLUTION REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION FOR ADVERTISEMENT TO CONTRACT FINANCIAL AUDITING SERVICES FOR THE FISCAL YEARS ENDING SEPTEMBER 30, 2021, 2022, 2023, 2024 AND 2025 WITH THREE (3) ONE (1) YEAR CITY OPTIONAL RENEWALS

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memo R-2021- Audit Services Bid Request and Committee Establishment, R-2021- Financial Auditing Services Authorization to Bid and Audit Committee Establishment

CITY OF DANIA BEACH
DEPARTMENT OF FINANCE
MEMORANDUM

DATE: June 8, 2021

TO: Honorable Mayor and Commissioners

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

VIA: Frank DiPaolo, Finance Director

SUBJECT: Resolution to proceed with the RFP process and advertise for Financial Auditing Services for the fiscal years ending 2021, 2022, 2023, 2024, and 2025 with three one-year renewals at the City's option, and to establish an audit committee in accordance with Florida Statutes Section 218.391.

REQUEST

Approve the resolution to proceed with the RFP process and advertise for Financial Auditing Services for the fiscal years ending 2021, 2022, 2023, 2024, and 2025 with three one-year renewals at the City's option, and to establish an audit committee in accordance with Florida Statutes Section 218.391.

BACKGROUND

The City is required to conduct an annual financial audit each year by a qualified public accounting (CPA) firm under rules of the State Auditor General.

On December 21, 2018, the City entered into a financial audit agreement with HCT Certified Public Accountants, providing for an initial three (3) year term beginning with the fiscal year ending September 30, 2018 and two optional one (1) year periods for the fiscal year ending September 30, 2021 and September 30, 2022 respectively.

Rather than renew the existing agreement, the City Administration recommends that the City solicit bid proposals for financial auditing services for the fiscal year ending September 30, 2021 and beyond, to be brought back for City Commission consideration and engagement approval.

Florida Statutes Section 218.391 establishes specific procedures pursuant to which local governments shall solicit for and select a qualified certified public accountant and further requires that the local government must establish an audit committee to assist in the selection process.

The proposed resolution establishes an audit committee as a subset of the City Commission, whose members must possess or obtain a basic understanding of governmental financial reporting and auditing as recommended by the Florida Government Finance Officers Association ("FGFOA") and the Florida Auditor General, and who shall recommend to the City Commission a choice from the top three (3) audit firms which may respond to the new solicitation to conduct the City's annual financial audit.

The audit committee shall be comprised of one City of Dania Beach Elected Official [TBD] as committee chair; Susan Nabors – Finance Director, City of North Lauderdale; Kelly Schwartz – Assistant Finance Director, City of Margate; and Andrew Jean-Pierre – Finance Director, City of Pompano Beach.

The Audit Committee will establish factors to use for the evaluation of responding CPA firms, review all proposals received, and rank and recommend firms in order of preference, proposing the top three (3) firms to be considered by the City Commission for an auditor to conduct an annual financial audit of the City for audit years September 30, 2021, 2022, 2023, 2024, and 2025 with three one-year renewals at the City's option.

BUDGETARY IMPACT

The actual cost of auditing services is not known until a firm has been selected by the City Commission and a final engagement agreement has been negotiated.

RECOMMENDATION

The City Administration recommends approval of the Resolution to proceed with the RFP process and advertise for Financial Auditing Services for the fiscal years ending 2021, 2022, 2023, 2024, and 2025 with three one-year renewals at the City's option, and to establish an audit committee in accordance with Florida Statutes Section 218.391.

RESOLUTION NO. 2021-080

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION FOR ADVERTISEMENT TO CONTRACT FINANCIAL AUDITING SERVICES FOR THE FISCAL YEARS ENDING SEPTEMBER 30, 2021, 2022, 2023, 2024 AND 2025 WITH THREE (3) ONE (1) YEAR CITY OPTIONAL RENEWALS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is required to conduct an annual financial audit by qualified public accounting firms under rules of the State Auditor General; and

WHEREAS, the City Commission approved entry by the City into a financial audit agreement with HCT Certified Public Accountants which originated on December 21, 2018 covering a three (3) year term beginning with the fiscal year ending September 30, 2018; and

WHEREAS, the agreement for financial audit services provided for two optional one (1) year periods for the fiscal year ending September 30, 2021 and September 30, 2022 respectively; and

WHEREAS, rather than renew the existing agreement, the City now seeks to solicit bid proposals for financial auditing services for the fiscal year ending September 30, 2021 and beyond, to be brought back for City Commission consideration and engagement approval; and

WHEREAS, Florida Statutes Section 218.391 establishes specific procedures pursuant to which local governments shall solicit for and select a qualified certified public accountant and further requires that the local government must establish an audit committee to assist in the selection process; and

WHEREAS, the City Commission desires to establish an audit committee as a subset of the City Commission, whose members must possess or obtain a basic understanding of governmental financial reporting and auditing as recommended by the Florida Government Finance Officers Association ("FGFOA") and the Florida Auditor General to recommend to the City Commission a choice from the top three (3) audit firms which may respond to the new solicitation to conduct the City's annual financial audit;

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

Section 1. That the above "Whereas" clauses are true and correct and they are incorporated by this reference into this Resolution.

Section 2. That the City Commission of the City of Dania Beach directs the Administration to develop and publish a solicitation for proposals for City financial audit services and make recommendations to the City Commission regarding proposals received for annual City financial auditing services.

Section 3. That the audit committee shall be comprised of City of Dania Beach Elected Official [TBD]; Susan Nabors – Finance Director, City of North Lauderdale; Kelly Schwartz – Assistant Finance Director, City of Margate; and Andrew Jean-Pierre – Finance Director, City of Pompano Beach.

Section 4. That the purpose of the Audit Committee is to establish factors to use for the evaluation of professional audit services to be provided by a CPA, publicly announce for requests for proposals, evaluate the proposals, and rank and recommend firms in order of preference, proposing the top three (3) firms to be considered by the City Commission for an auditor to conduct an annual financial audit of the City in accordance with Florida Statutes Section 218.39 for audit years of September 30, 2021, 2022, 2023, 2024 and 2025 with three one year renewals at the City's option.

Section 5. That the existence of the Audit Committee shall terminate upon the selection of an auditor by the City Commission.

Section 6. That all resolutions or parts of resolutions in conflict with any portion of the provisions in this Resolution are repealed to the extent of such conflict.

Section 7. That this Resolution shall be in force and become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on June 8, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION TO PROCEED WITH THE BID ADVERTISEMENT FOR THE NW 1ST STREET IMPROVEMENT AND BEAUTIFICATION PROJECT CROSSWALK INSTALLATIONS; 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--AUTHTOBID-CROSSWALKS-NW1stST-PROJCT-060821 Finance 6-1-21. docx, R-2021- NW 1st Street Improvement and Beautification Project Crosswalk Installations Authorization to Bid

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: June 8, 2021

TO: Honorable Mayor and Commissioners

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

FROM: Fernando J. Rodriguez, Public Services Director

RE: AUTHORIZATION TO BID THE CROSSWALK INSTALLATION FOR NW 1ST STREET IMPROVEMENT AND BEAUTIFICATION PROJECT

Request

The Public Services Department (PSD) requests the adoption of the attached resolution authorizing the bidding process for the crosswalk installations for NW 1st Street Improvement and Beautification Project.

Background

The NW 1st Street Improvements and Beautification Project was presented in detail at the May 25th Commission Meeting. One of its main components is the installation of 24 stamped concrete crosswalks. To begin work on this component of the project in a timely manner, bidding should begin in the next month. This requires that authorization to bid be granted so that the process can be initiated immediately afterwards.

Budgetary Impact

The financial impact associated with the bidding will be determined upon the selection of the successful bidder. The Dania Pointe Developer Agreement provided for a contribution to the City of $250,000 for traffic calming and beautification improvements along NW 1st Street between Bryan Road and Federal Highway. The City is in receipt of the contribution and it will be utilized for this project.

Recommendation

The Public Services Department recommends the City Commission adopt the resolution authorizing PSD to proceed with the bidding process for the stamped asphalt decorative crosswalks for the NW 1st Street Improvements and Beautification Project.

RESOLUTION NO. 2021-081

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION TO PROCEED WITH THE BID ADVERTISEMENT FOR THE NW 1ST STREET IMPROVEMENT AND BEAUTIFICATION PROJECT CROSSWALK INSTALLATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach plans to construct the NW 1st Street Improvements and Beautification Project (Project) that will provide improvements along the NW 1st Street corridor between NW 4th Avenue and NW 14th Court; and

WHEREAS, the details of the Project were presented to and were well received by the City Commission on May 25, 2021; and

WHEREAS, decorative crosswalks are one of the main components of the Project, and will require that the associated work be competitively bid;

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

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

Section 2. That the City Commission authorizes staff to proceed with the NW 1st Street Improvement and Beautification Project competitive bidding. Funding in the amount of Two Hundred Fifty Thousand Dollars ($250,000) was provided by the Dania Pointe Developer, pursuant to the Developer Agreement, for traffic calming and beautification improvements along NW 1st Street between Bryan Road and Federal Highway.

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 June 8, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
ADOPT ORDINANCE 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

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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.

<u>Section 7</u>. 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.

<u>Section 8</u>. 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.

<u>Section 9</u>. 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.

<u>Section 10</u>. 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 June 8, 2021.

ATTEST:

____
THOMAS SCHNEIDER, CMC
CITY CLERK

____
TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

____
THOMAS J. ANSBRO
CITY ATTORNEY

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

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, May 28, 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
Alexis Guillen 4410 SW 26th Avenue Dania Beach, FL 33312 305-804-3309 alexis.guillen@miaminewtimes.com	May 25, 2021	November 2020 through November 2024	James
		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

The Board Members shall have experience, expertise or training in the areas of energy demandside management, LEED or green building standards, renewable energy technologies or related fields.

MARINE ADVISORY BOARD
MEMBERSHIP
Wednesday, May 26, 2021

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
John Fitzgerald 715 NW 7th Street Dania Beach, FL 33004 954-662-6625 john@Johnfitzgeraldre.com	May 25, 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
Chris Rabil 302 SE 3rd Place Dania Beach, FL 33004 301-461-4476 chris.rabil@gmail.com	May 25, 2021	November 2018 through November 2022	Lewellen

MARINE ADVISORY BOARD
MEMBERSHIP
Wednesday, May 26, 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: June 8, 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

On June 1st, as promised, the official release and publication of the RFP for the Dania Beach Grill occurred. A global effort is underway, casting a wide net to get the word out via a multitude of avenues from various publications to social media. Our partner, the Colliers Group, who are experts in promoting and marketing these endeavors, is ensuring that all efforts to inform and promote are exercised.

On June 1st, the official Hurricane season commenced. As early as January, we were preparing and are ready should a storm threaten us. We have mastered the drive-through sand distribution and ensuring all proactive measures are in place to be as prepared as possible.

On June 3rd, we revealed the 1,000 Mermaids/ Artificial Reef Project at our Beach. The fishtail/ mermaid selfie station and the coral reef module are two key pieces on land that preview what will come next in Phase 2. Phase 2 will be forthcoming with a very large and unique underwater component. More details and dates to come.

We have completed another tree planting and beautification project in our City. The project at the West Lawn Cemetery will be revealed via a ribbon cutting ceremony on June 10th at 5:30 p.m.

The NW 1st Street Project has commenced with milling of the road. The paving and striping will follow, and we are anticipating completion of this phase of the project by the second or third week of June.

The stairwell at the beach, crossing the dunes into the sand, has been demolished to make way for a new structure post the fire/ arson that occurred. This project will be completed by Monday, the 7th of June. The new restrooms on the Beach are scheduled to be completed by Friday, the 2nd of July, as our target was to complete in anticipation of a very busy 4th of July weekend.

We are ready for the commencement of Summer Camp on June 14th at four sites in our City. The lifeguard camp and the camp at Frost Park are at full capacity. We have some availability at PJ Meli and CW Thomas Parks.

This year, we are very pleased to report that the unofficial numbers have been received by the office of the Property Appraiser and Dania Beach had a very healthy increase of 6.3%. This percentage increase equates to approximately 1.4 million dollars for our City. The official numbers are expected to come in by July 1st; usually, not much difference occurs.

We continue to prepare a draft Fiscal Year 2022 Budget for you based on your priorities and our ongoing commitment for a safer and more beautiful and livable Dania Beach.