

CITY OF DANIA BEACH CITY COMMISSION MEETING
MAY 10, 2022 at 7:00 PM
PUBLIC MEETING AND PUBLIC COMMENTS PROCEDURE

The City of Dania Beach City Commission will be conducting a “Hybrid” City Commission Meeting in the Commission Chamber with limited public access and utilizing communications media technology (“CMT”) for additional access, in accordance with Ordinance No. 2021-012, adopted February 9, 2021, and 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).

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 Zoom

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: Join Zoom via the browser and enter 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 Hybrid City Commission Meeting
May 10, 2022 at 7:00 PM**

Through the City's Website:

Please click the link below:

www.daniabeachfl.gov/2654/Watch-DaniaTV

Through Comcast Channel 78:

If you are a Comcast/Xfinity customer, please go to Channel 78 to view the meeting.

Before 2:00 p.m. on the day of the meeting, submit Public Comments by clicking this link:

<https://daniabeach.seamlessdocs.com/f/PublicSpeakingFormCityCommission> *(all public comments submitted will be provided to the City Commission prior to the meeting and will be attached to the minutes of this meeting and become part of the official record).*

Options for Viewing and Participating in the Meeting Using Zoom

Go to <https://zoom.us/> to access the meeting from your device

Use this meeting link to join as an attendee: <https://us02web.zoom.us/j/86099234937>

Using your telephone

One tap mobile :

US: +13017158592,,86099234937# or +13126266799,,86099234937#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 301 715 8592 or +1 312 626 6799 or +1 929 436 2866 or
+1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833

Webinar ID: 860 9923 4937

To raise hand and be acknowledged to speak:

1. Users who call in can dial *9 to raise their hand
2. If in Zoom, hover at the bottom middle of screen to see the raise hand option and click
3. Once you have been selected to speak, you may be prompted to unmute your device or this will be done for you.

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

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

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

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

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

**AGENDA
DANIA BEACH CITY COMMISSION
HYBRID REGULAR MEETING
TUESDAY, MAY 10, 2022 - 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.

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

- A. PLEASE TURN CELL PHONES OFF, OR PLACE ON VIBRATE. IF YOU MUST MAKE A CALL, PLEASE STEP OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
- B. IF YOU MUST SPEAK TO SOMEONE IN THE AUDIENCE, PLEASE SPEAK SOFTLY OR GO OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT 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. Recognition of Hillel Masri, student in the afterschool program at PJ Meli Park, winner of the Earth Day Beach Clean-up Art Competition – Commissioner Davis

2. Dania Pointe quarterly updates by Dania Pointe General Manager Brad Freeman and Marketing Director Maynel Alvarez- Requejo
3. Presentation of the Fiscal Year 2020-21 financial results by the Finance Department and report from the City's auditor Keefe McCullough
4. Parks & Recreation Department/Education Advisory Board recognition of "Teacher of the Year", "Employee of the Year", and "Parent of the Year", nominated by Collins Elementary, Dania Elementary, and Olsen Middle Schools
5. Special Event request from The Trash Pirates for The Trash Pirates Beach Clean-Up to be held at the beach, 151 North Beach Road, on May 22, 2022 from 9:00 a.m. - 11:00 a.m. The applicant is requesting a fee waiver. *(Parks & Recreation)*

4. PROCLAMATIONS

1. Mental Health Awareness Month - Mayor James
2. National Safe Boating Week - Mayor James

5. CITIZEN COMMENTS

Addressing the Commission: A thirty (30) minute "Citizen Comments" period shall be designated on the agenda for citizens and interested persons to speak on matters whether or not scheduled on that day's agenda. Individuals wishing to speak on a matter not included on the "Public Hearing" section of the agenda, which matter pertains to an item before the City Commission which requires a decision of the City Commission, may do so by signing in and submitting a form to that effect with the City Clerk prior to the meeting. Speakers at Public Hearings shall also submit such a form. Each speaker shall be limited to 3 minutes for his or her comments. If more than ten (10) speakers express a desire to speak, the Commission shall determine on a meeting by meeting basis whether to (a) extend the time allotted for citizen comments to accommodate all speakers, or (b) whether to limit the number of speakers or amount of time per speaker. A speaker's time shall not be transferable to another speaker.

6. PUBLIC SAFETY REPORTS

7. CONSENT AGENDA

1. Minutes:

Approve Minutes of April 12, 2022 City Commission Hybrid Meeting

2. Travel Requests: None
3. RESOLUTION NO. 2022-067

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CALLING FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, FOR THE PURPOSE OF ELECTING TWO CITY COMMISSIONERS TO SERVE FOUR YEAR TERMS; PROVIDING FOR

CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Clerk)*

4. RESOLUTION NO. 2022-068

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RATIFYING A MEMORANDUM OF UNDERSTANDING WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (“AFSCME”) UNION TO INCLUDE JUNETEENTH AS A PAID HOLIDAY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Human Resources)*

5. RESOLUTION NO. 2022-069

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY TO EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) FOR CDW-G; AUTHORIZING SUCH PURCHASES WITHIN THE INFORMATION TECHNOLOGY FUND APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

6. RESOLUTION NO. 2022-070

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING EXECUTION BY THE PROPER CITY OFFICIALS OF THE 2022 AMENDMENT TO AN INTERLOCAL AGREEMENT EXISTING BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY OF DANIA BEACH, FLORIDA; A COPY OF WHICH AGREEMENT IS ATTACHED AND INCORPORATED BY REFERENCE AS EXHIBIT “A”, WHICH AGREEMENT PROVIDES FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE (3) CENT LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE TO THE PARTICIPATING MUNICIPALITIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

7. RESOLUTION NO. 2022-071

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE EXECUTION BY THE PROPER CITY OFFICIALS OF THE 2022 AMENDMENT TO AN INTERLOCAL AGREEMENT EXISTING BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY OF DANIA BEACH, FLORIDA, A COPY OF WHICH AGREEMENT IS ATTACHED AND INCORPORATED BY REFERENCE AS EXHIBIT “A”; PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD

COUNTY ADDITIONAL FIVE (5) CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

8. RESOLUTION NO. 2022-072

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR CLOUD INTERNET PHONE SERVICES PROVIDED BY RINGCENTRAL, INC. AND AUTHORIZING THE CITY TO EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) FOR EACH YEAR THE AGREEMENT IS IN EFFECT; AUTHORIZING SUCH PURCHASES WITHIN THE INFORMATION TECHNOLOGY FUND APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

9. RESOLUTION NO. 2022-073

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, DECLARING CERTAIN INFORMATION TECHNOLOGY EQUIPMENT TO BE OBSOLETE, SURPLUS AND OF NO FURTHER USE TO THE CITY OF DANIA BEACH AND DECLARING THE INTENT OF THE CITY TO DISPOSE OF THE SAME AT THE DIRECTION OF THE CITY MANAGER; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

10. ORDINANCE NO. 2022-020

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE”, (1) PART 2, ENTITLED “SITE DEVELOPMENT REGULATIONS,” ARTICLE 265, ENTITLED “OFF-STREET PARKING REQUIREMENTS” AT 265-92, ENTITLED “PAYMENT IN-LIEU OF PROVIDING OFF-STREET PARKING” IN ORDER TO MODIFY THE OFF-SITE PARKING PAYMENT IN LIEU AMOUNT; (2) AMENDING PART 5, ENTITLED “SITE DEVELOPMENT REGULATIONS,” ARTICLE 505, ENTITLED “SIGNAGE REGULATIONS”, AT SECTIONS 505-20, ENTITLED DEFINITIONS, SECTION 505-40, ENTITLED “DETAILED SIGN STANDARDS”, SECTION 505-50, ENTITLED “PROHIBITED SIGNS” TO STRIKE SUPERGRAPHICS AND TO ADD MURALS; SECTION 505-90, ENTITLED “SIGNAGE REGULATIONS FOR THE MIXED-USE CRA FORM-BASED ZONING DISTRICTS (CC, SFED-MU, EDBB-MU, GTWY-MU, NBHD-MU)”, AND SECTION 505-170, ENTITLED “NONCONFORMING SIGNS”, TO REMOVE REFERENCE TO SUPERGRAPHICS AND TO INCLUDE MURALS; AND (3) PART 6, ENTITLED “DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS,” AT ARTICLE 635, ENTITLED

“SITE PLANS”, AT SECTION 635-50, ENTITLED “SITE PLAN DATA REQUIREMENTS”, TO REQUIRE A SHADOW STUDY AS PART OF THE SITE PLAN REVIEW PROCESS; AND (4) PART 8, ENTITLED “TECHNICAL APPENDIX,” ARTICLE 811, ENTITLED “PUBLIC ART PROGRAM” AT SECTION 811-20, ENTITLED “DEFINITIONS”, AND CREATING SECTION 811-140, ENTITLED “MURAL GUIDELINES”, TO CREATE A DEFINITION FOR MURALS AND PROCEDURES FOR REVIEW OF MURALS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Community Development)*

8. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2022-074

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AWARDING CITY INVITATION TO BID (“ITB”) NO. 22-003, ENTITLED “I.T. PARKER COMMUNITY CENTER HVAC REPLACEMENT” TO ANGELS REMODELING & CONSTRUCTION LLC, IN AN AMOUNT NOT TO EXCEED FORTY-SEVEN THOUSAND NINE HUNDRED THIRTY-TWO DOLLARS (\$47,932.00); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

2. RESOLUTION NO. 2022-075

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO AGREEMENTS WITH FOUR (4) FIRMS THAT SUBMITTED RESPONSES TO THE CITY’S REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 22-010 ENTITLED, “PLANNING CONSULTING SERVICES (POOL)”; WHICH MAY EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

9. PUBLIC HEARINGS

1. ORDINANCE NO. 2022-018

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST, MADE BY ROD A. FEINER, ESQ., ON BEHALF OF 3851 STIRLING HOLDINGS, LLLP, FOR A REZONING (RZ-055-21) AND ALLOCATION OF FLEXIBILITY UNITS AND COMMERCIAL FLEXIBILITY (OT-057-21) FOR PROPERTIES GENERALLY LOCATED AT 3851

STRILING ROAD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A,” A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTIES FROM ESTATE (E-1) TO PLANNED RESIDENTIAL DEVELOPMENT DISTRICT (PRD-1), SUBJECT TO CERTAIN RESTRICTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**
(Continued from April 26, 2022) (Community Development)

2. ORDINANCE NO. 2022-019

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT (“ARPA”) STATE AND LOCAL FISCAL RELIEF FUND (“SLFRF”) PROCEEDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00) FOR POLICE AND FIRE RESCUE SERVICES PROVIDED BY THE BROWARD SHERIFF’S OFFICE (“BSO”); PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Finance)*

3. ORDINANCE NO. 2022-021

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00) PER PROJECT, WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECTS’ BID AMOUNT APPROVED BY THE CITY COMMISSION, TO FUND THE SW 37TH TERRACE DRAINAGE IMPROVEMENT PROJECT AND SW 54TH COURT DRAINAGE IMPROVEMENT PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Public Services)*

4. ORDINANCE NO. 2022-022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00) WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT’S BID AMOUNT APPROVED BY THE CITY COMMISSION, TO FUND THE SOLAR LIGHT REPLACEMENT FIXTURES PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**
(Public Services)

10. DISCUSSION AND POSSIBLE ACTION

1. Discussion on City advisory boards - Vice-Mayor Salvino

11. COMMISSION COMMENTS

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

12. APPOINTMENTS

1. Marine Advisory Board
Vice-Mayor Salvino - 1 appointment
Commissioner Davis - 1 appointment
Commissioner Odman - 1 appointment
2. Parks, Recreation and Community Affairs Advisory Board
Vice-Mayor Salvino - 1 appointment
Commissioner Davis - 1 appointment
Commissioner Odman - 1 appointment

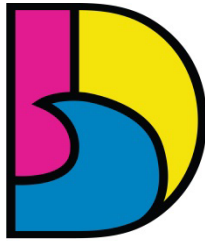
13. ADMINISTRATIVE REPORTS

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

Tuesday, May 24, 2022 - 7:00 p.m.
Tuesday, June 14, 2022 - 5:30 p.m.
Tuesday, June 14, 2022 - 7:00 p.m.

City Commission Meeting
CRA Board Meeting
City Commission Meeting

14. ADJOURNMENT



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: May 10, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Eric Brown, Parks and Recreation Director **Eric Brown**
Digitally signed by Eric Brown
Date: 2022.04.13
16:29:32 -04'00'

RE: Parks and Recreation, Education Advisory Board Recognizes the schools nominated Teacher of the Year, Employee of the Year, and Parent of the Year

REQUEST

The Education Advisory Board is recognizing the teacher, employee, and parent of the year, nominated by Collins Elementary, Dania Elementary, and Olsen Middle School.

BACKGROUND

Each year, the schools nominate a teacher and an employee of the year. This year a parent is being nominated as well, which is a neat addition to the nominees. These nominations honor the hard work, dedication, and resilience of each of those individuals selected. The nominees are as follows:

Collins Elementary

Lori Sparks-Lee (**Instructional Math Coach**) – Teacher of the Year
Joyce Hunter (**Paraprofessional for Head Start**) – Employee of the Year
Sharon Bures (**Parent**) – Parent of the Year

Dania Elementary

Patricia Magliocoa (**Autism Coach**) – Teacher of the Year
Janine Gassin (**Office Manager**) – Employee of the Year
Shannon King (**Parent**) – Parent of the Year

Olsen Middle

Latisa Williams (**Math Teacher**) – Teacher of the Year
Mircea A. Nemes (**Micro Tech**) – Employee of the Year
Yaninna Aldana (**Parent**) – Parent of the Year

The Education Advisory Board does not have a budget designated, so the members put their heads together to honor those nominees by donating nine (9) gift cards with their own money.

BUDGETARY IMPACT

This item has no budgetary impact.

RECOMMENDATION

It is recommended that the City Commission Approve the recognition of these nominees.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event

Continued from:

Requested Action (Identify appropriate Action or Motion)

Special Event request from The Trash Pirates for The Trash Pirates Beach Clean-Up to be held at the beach, 151 North Beach Road, on May 22, 2022 from 9:00 a.m. - 11:00 a.m. The applicant is requesting a fee waiver.

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Memo to City Commission - The Trash Pirates Beach Cleanup.2, Special Event Application - Trash Pirates Beach Clean-Up #2, beach cleanup event flier



CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: May 10, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Cassi Warren, CPRP, Parks & Recreation Assistant Director *CW*

RE: Special Events Application Request for The Trash Pirates Beach Clean-Up scheduled for Sunday, May 22, 2022

REQUEST

A Special Event is requested by Nelson Hernandez on behalf of The Trash Pirates for a Beach Clean-Up on Sunday, May 22, 2022. The requested event will be held at Dania Beach located at 151 North Beach Road, Dania Beach, FL 33312 from 9:00 a.m. to 11:00 a.m.

BACKGROUND

The Trash Pirates is a registered 501(c)(3) non-profit public charity organization IRC Section 170. The Trash Pirates is composed of a family with a love for the ocean and divers. The mission of this organization is to educate, prevent, and repair. They are looking to do 6-8 beach clean-up events in the city of Dania Beach.

The Trash Pirates have educated students and adults in previous beach clean-ups about issues of plastic pollution and micro-plastics. They have successfully removed over 2,000 pounds of trash from our beach with the effort of keeping Dania Beach pristine.

BUDGETARY IMPACT

The special events application fee for this event is \$150.00. The applicant is requesting that all fees are waived in association with the special events request.

RECOMMENDATION

Applicant will pay for necessary services recommended below.

It is recommended that the City Commission Approve the Special Events Application request in whole with compliance of the conditions noted below:

Staff	Comments/Conditions	
BSO Fire Dept. - Fire Prevention	No concerns raised.	

Officer Zipoli		
BSO Police Dept. - Lt. Tarala	No concerns raised.	
Code Enforcement - Eric Walton	No concerns raised.	
Community Dev. - Jack Fisher	Building Permits are not required. No concerns raised.	
Community Dev. - Richard Lorber	No concerns raised.	
City Attorney - Eve A. Boutsis	No concerns raised.	
HR/Risk Mgmt. - Linda Gonzalez	COI needed. No further concerns raised.	
Parks & Recreation - Eric Brown	No concerns raised.	
Public Services - Fernando J. Rodriguez	No concerns raised.	



CITY OF DANIA BEACH SPECIAL EVENT APPLICATION

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

PART I: EVENT REQUEST

Event Name: The Trash Pirate Beach Cleanup

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

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

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

Location: Next to the Quarterdeck or Beach Pier

Expected maximum attendance 75 Expected sustained attendance _____

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

If yes, please list the past dates, locations and attendance 11/23/21 @ 02/26/22

SAME place as being requested

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

Beach Cleanup Event. Also data gathering
as of the type of trash.
Plastic Pollution Awareness

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	_____	_____	_____AM/PM	_____AM/PM	_____
EVENT DAY 1:	<u>05/22</u>	<u>Sunday</u>	<u>9</u> <u>AM/PM</u>	<u>11</u> <u>AM/PM</u>	<u>75</u>
EVENT DAY 2:	_____	_____	_____AM/PM	_____AM/PM	_____
EVENT DAY 3:	_____	_____	_____AM/PM	_____AM/PM	_____
BREAKDOWN:	_____	_____	_____AM/PM	_____AM/PM	_____

PART II: APPLICANT

Organization Name The Trash Pirates **Name of Authorized Signatory** Nelson Hernandez
For-Profit ☒ Non-Profit ☐ Private ☐ (as registered in Sunbiz) Jorge Hernandez
Address: 1675 Eagle Tr Blvd West **City, State, Zip:** Coal Springs FL 33071
Date of registration: 03/25/2020 **State registered in:** FL **Federal ID #** 85-0692137
Email Address: NH@Alfonso-Hernandez.com **Phone:** 954-695-7331
Event Coordinator Name Jorge Hernandez **Phone:** _____
Title: _____ **Phone:** _____ **Cell:** 954-258-1238
Email address: _____ **Fax:** _____
Additional Contact Name Nelson Hernandez **Will you be on site?** ☒ Yes ☐ No
Title: _____ **Phone:** _____ **Cell:** 954-695-7331
Email address: _____ **Fax:** _____

Event Production Company (if other than applicant) _____
Address: _____ **City, State, Zip:** _____
Contact Name: _____ **Title:** _____
Phone (day) _____ **(night)** _____ **Cell:** _____
Email address: _____ **Fax:** _____

PART III: EVENT INFORMATION

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

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

Alcohol for Sale _____ Yes ☒ No _____ **Alcohol for Fee** _____ Yes _____ No

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

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

Amusement Ride _____ Yes ☒ No _____

If yes, name a contact of company: _____

What type of rides are you planning? _____

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

Electricity ____ Yes ☒ No **Generator** ____ Yes ☒ No **Amount of Kilowatts** _____

Events requiring electricity must be permitted.

Company: _____ **License #:** _____

Name of Electrician: _____ **Phone:** _____

Entertainment ____ Yes ☒ No

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

Fencing or Barricades ____ Yes ☒ No

Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects ____ Yes ☒ No

Name & Contact of Company conducting the show: _____

A permit and Fire Watch is required for all pyrotechnics displays.

Food Vendors ____ Yes ☒ No

Food Trucks ____ Yes ☒ No

Cooking Appliance Types (charcoal grills gas grills, deep fryers, etc.) _____

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

Will any type of cooking appliances be used by either the Sponsor of the Event or any of its vendors?

____ Yes ☒ No

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

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

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

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

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

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

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

Food Truck and vendors that are participating at the event.

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

Music ____ Yes ☒ No

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

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

Stages ____ Yes ☒ No ____ Type (wood, metal, trailer stage, etc.) _____
Stages may require permits.

Days and times music will be played: _____

How close is the event to the nearest residence? _____
It is the responsibility of the event coordinators/promoter to reach out to businesses within proximity of the event.

Parking Impact ____ Yes ☒ No ____ If yes, lot location(s)? _____

Date(s) of Closure _____ Time(s) of Closure _____
All Parking Spaces that are impacted by an event will be billed to the event organizer through the City's Parking Division and must be paid in full before the event.

Road Closings ____ Yes ☒ No ____ If yes, define Closure(s) _____

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

Sanitation & Waste

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

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

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

Security/Police ____ Yes ☒ No ____

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

Security Company _____ Contact _____ Phone _____

Tents or Canopies ☒ Yes ____ No ____

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

Quantity and size of each? The Trash Pile Tent - Qty 1 : 10 X 10

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

Toilets ____ Yes ☒ No ____

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

Transportation Plan ____ Yes ☒ No ____

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

PART IV: SECURITY AND EMERGENCY SERVICES

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

POLICE

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

BSO DETAIL REQUIREMENT

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

FIRE WATCH REQUIREMENT

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

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

The cost of apparatus is as follows:

Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$17.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

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

PART V: APPLICANT ACCEPTANCE

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

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

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

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

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

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

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

PART VI: SUBMISSION

Email application and plans to: specialeventapplication@daniabeachfl.gov

Site Plan must include the following with application:

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

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


Event Coordinator Signature

03/31/2022
Date

DANIA BEACH CLEAN-UP!!!

05/22/2022 9:00 AM – 11:00AM!



Help The Trash Pirates save our ocean.
This is a family event where
everyone can make a difference.

#DaniaBeachPristine

OUR MISSION IS TO SAVE OUR OCEAN!

When: May. 22nd, 2022 9:00 AM – 11:00 AM

Where: Dania Beach Pier

The Trash Pirates (TTP) is a registered 501(c)(3) non-profit organization whose purpose is to save our ocean. TTP is minimizing the impact of plastics and microplastics to our marine ecosystem through our EPR model: Educate, Prevent and Repair. Along with many wonderful volunteers, TTP removes thousands of pounds of trash on a yearly basis from our local beaches. With your help, we will continue to have a meaningful impact.

Register: [Facebook.com/TheTrashPirates](https://www.facebook.com/TheTrashPirates).

Cleanup Instructions: Bring your masks. We will provide all cleaning materials such as gloves and trash bags. Cold water will also be provided.

Volunteer Hours Certificate will be provided.

**[Facebook.com/TheTrashPirates](https://www.facebook.com/TheTrashPirates)
www.TheTrashPirates.org**

Proclamation

OFFICE OF THE MAYOR • CITY OF DANIA BEACH, FLORIDA

WHEREAS, NAMI Broward's Mission is to bring awareness and programs to Broward County in support of a world-class treatment and recovery system for people with Mental Illness and their families. NAMI Broward works to provide support, education, and advocacy to promote better outcomes for people living with mental illness; and

WHEREAS, good MENTAL HEALTH is critical to the well-being of individuals, families, communities, schools, and businesses; and

WHEREAS, Mental illnesses are medical illnesses; good healthcare includes mental healthcare. Additionally, the earlier the treatment, the better the outcome; and

WHEREAS, Mental Illnesses are no one's fault, and are common and treatable. One in five adults will experience a mental illness in any given year. Half of all mental health conditions begin by age 14, and 75% begin by age 24; and

WHEREAS, the depth of the MENTAL HEALTH crisis among children (under age 18) is staggering, the COVID-19 pandemic has only exacerbated it. In the first half of 2021, children's hospitals reported a 45% increase in the number of cases of self-injury and suicide. This exacerbated impact of the pandemic on mental health is significant for adults too; and

WHEREAS, half of children and adults living with mental illness never receive life changing treatment. *Stigma* around mental illness often prevents people from seeking treatment. Research shows that the most effective way to combat stigma is through personal contact with someone living with a mental illness; and

WHEREAS, increasing awareness and understanding of MENTAL HEALTH conditions reduce stigma and discrimination that pose barriers to well-being, and promote appropriate and accessible services for all people with mental health diagnoses; and

WHEREAS, race, gender, age, sexual orientation, identity, language, socioeconomic status, values, and beliefs are among factors which affect how MENTAL HEALTH conditions are perceived and experienced; it is essential for these factors to be part of the conversation on treatment, so that a shared community can be a source of strength and support; and

WHEREAS, many people with mental illnesses make important and valuable contributions to our communities and can live meaningful lives; and

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

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Tamara James, Mayor of the City of Dania Beach, Florida, do hereby proclaim **May 2022** as:

MENTAL HEALTH AWARENESS MONTH

in the City of Dania Beach, Florida.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK



TAMARA JAMES
MAYOR

SEA IT. LIVE IT. LOVE IT.

Proclamation

OFFICE OF THE MAYOR • CITY OF DANIA BEACH, FLORIDA

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

WHEREAS, on June 23, 2022, the United States Coast Guard Auxiliary will celebrate its 83rd year of volunteer service to Dania Beach and to the boaters of America; and

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

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

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

WHEREAS, this year, May 21-27, 2022, is National Safe Boating Week in the United States, and the U.S. Coast Guard Station Fort Lauderdale and Coast Guard Auxiliary Flotilla 39 Dania Beach, encourages all boaters to help raise awareness about boating responsibly and to take appropriate precautions before leaving the dock this season; and

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

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Tamara James, Mayor of the City of Dania Beach, Florida, do hereby proclaim May 21-27, 2022 as

NATIONAL SAFE BOATING WEEK

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

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK



TAMARA JAMES
MAYOR

SEA IT. LIVE IT. LOVE IT.

MINUTES OF HYBRID REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, APRIL 12, 2022 – 7:00 P.M.

1. Call to Order/Roll Call

Mayor James called the meeting to order at 7:01 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:	Eve Boutsis
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 MPO presentation by Gregory Stuart, MPO Executive Director

Peter Gies, AICP, Broward MPO Planning and Programming, Systems Planning Manager, gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Mayor James asked how we are going to address the growing traffic concerns, especially on Federal Highway; the Commission's hands are tied. She asked about traffic synchronization and traffic signalization.

Mr. Gies responded the MPO helps cities coordinate with the State to get improvements and projects. He encouraged the City to come forward with projects to get them included in the MPO plan for grant funding.

3.2 Ron Book and Team 2022 Legislative Update

Ron Book noted the Governor will not sign the budget until redistricting maps are determined, but it should come soon. He updated the Commission on the 2022 legislative session and the grants the City is seeking included in the budget. He addressed sovereign immunity levels and

the bills attacking home rule and those bills that benefit the taxpayers. He acknowledged Rana Brown and Kelly Mallette of his team.

Commissioner Davis thanked the Book team and spoke about her trip to Tallahassee with City Manager Garcia.

Commissioner Lewellen thanked the Book team for the great job they do for the City and noted she looks forward to the next opportunity to go to Tallahassee.

Mayor James noted how much she appreciates the Book team and the amount of funding they are able to bring back to our City and other cities. She spoke about Airbnb's and how cities' hands are tied.

Mr. Book addressed the Airbnbs' preemption from home rule control and said it is the most extreme example of State preemption.

City Manager Garcia said words fall short to describe the regard she has for the Book team; she thanked them and City staff for their hard work in obtaining the grant awards we have received.

Mr. Book spoke of the team effort it takes.

3.3 Presentation of Nyberg-Swanson House and Women's Club restoration options by David Salay, Bender and Associates Architects

Fernando Rodriguez, Director of Public Services, gave a brief overview and introduced Mr. Salay, who gave a PowerPoint presentation, which is attached to and incorporated into these minutes.

Vice-Mayor Salvino felt the pricing was way out of line, and he would not be in favor of moving the Women's Club. He thought the City should wait until prices come down.

Commissioner Odman was hoping the historic restoration of both buildings would be done; it may make sense to wait for a while for prices to come down. She still supports historical restoration.

Commissioner Davis agreed with Commissioner Odman and said she favors historic preservation for both buildings. She requested a copy of the presentation be provided to the Commission so she could see the cost breakdown.

Commissioner Lewellen agreed and asked when prices would come down.

Mr. Salay responded likely not until the end of the year, and it would be a gradual drop. He noted the City also has the option of stabilizing the buildings to prevent further deterioration.

Mayor James noted that it is a lot of money and asked if staff had spoken to the president of the Women's Club. She felt it would not be appropriate to move forward at those costs, but she favors stabilizing the buildings in the meantime.

City Manager Garcia said staff is recommending the buildings not be moved and that we focus on historic restoration. We have set aside \$500,000.00 in this budget, which includes money for the study, and she would like to move forward with the stabilization. She spoke of ARPA funds and the possibility of \$1.5 million dollars that we could dedicate to this. Numbers could be brought forward towards the end of the year.

Vice-Mayor Salvino felt we should do the repairs to stop the leaks and cover for termites. He recommends we go out for bids to try to retain the property and later down the road restore the property.

City Manager Garcia noted going the historical restoration route better positions us for funding in Tallahassee.

Commissioner Odman said because we have important projects such as housing and we do not know what is going to happen next with Covid, she appealed to the residents to hold the Commission to prioritizing the historical restoration of the two properties.

The Commission consensus was to take a phased approach with the two properties.

3.4 Presentation of Griffin Corridor-West Side Landscape Plan option by Fernando J. Rodriguez, Director of Public Services, and Kirk Hoosack, KCI Technologies, Inc.

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

City Manager Garcia noted we went back to the drawing board after the comments about using Florida natives and Florida friendly.

Commissioner Odman felt we are missing the wow factor of being one of a few communities to plant only Florida native; we should take on that challenge.

Vice-Mayor Salvino said he likes Option One very much with all the color and the native trees.

Commissioner Davis noted it is part of our Strategic Plan; Option One appeals to her as it has that wow factor as you come into the City.

Commissioner Lewellen preferred Option One primarily because of the maintenance issue.

Chair James noted the Commission consensus was to move forward with Option One.

3.5 Presentation by Mayor James of a Key to the City to Leon Carroll, PATCH Urban Farm Coordinator

Mayor James presented a Key to the City to Mr. Carroll for his exceptional contributions to the PATCH and to the City.

3.6 Presentation by Mayor James of an award to Principal Patricia Brown, South Broward High School

Mayor James presented an award to Principal Brown for her accomplishments, including achieving a graduation rate of 100% last year.

Principal Brown thanked the Commission and noted their motto is “yes we can”.

3.7 Special Event request from the South Florida Chapter of the Florida Association of Environmental Professionals, Inc. (SFAEP) for their SFAEP Earth Month Pier Clean-Up to be held at the Dania Beach Pier on April 30, 2022 from 9:00 a.m. - 11:00 a.m. The applicant is requesting a fee waiver. (*Parks & Recreation*)

Commissioner Lewellen motioned to approve the Special Event request for the SFAEP Earth Month Pier Clean-Up, including a fee waiver; seconded by Commissioner Odman. The motion carried unanimously.

4. Proclamations

4.1 Earth Day - Commissioner Davis

Commissioner Davis read the Earth Day proclamation.

5. Citizen Comments

Jamie Friend, 6640 Raleigh Street, Hollywood, spoke about planning an event at a new venue called Planet RV. She said the owner, Gigi Stetler, is a South Florida legend, and requested the City expedite the process.

Joanna Granett, 450 SE 7th Street, #251, said she is representing the Dania Beach Historical Society and Museum and noted it has been reinstated. She provided the names of officers of the organization and asked the City to partner with them.

Linda Wilson, Vice-President of the Dania Beach Friends of the Library, spoke about the Dania Beach Historical Society and Museum, and the importance of preserving the Nyberg-Swanson House and Women’s Club buildings.

Pastor Jonathan Thomas, 180 E. Dania Beach Boulevard, spoke about the RAC replenishment and said the majority of residents are being ignored with this replenishment and additional development.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, reported on recent criminal activity in the City and gave updates on homeless outreach and the upcoming summer program.

Captain Sergio Pellecer, BSO District Fire Chief, gave an update on departmental activities including a recent IT problem, which was quickly resolved by our IT Department, the upcoming Fire Run, an upcoming safety flyer in residents' water bills regarding motor homes, the upcoming Stop the Bleed training, and call volumes.

7. Consent Agenda

7.1 Minutes:

Approve Minutes of March 8, 2022 City Commission Hybrid Meeting

Approve Minutes of March 22, 2022 Attorney/Client Session

7.2 Travel Requests: None

Resolutions

7.3 RESOLUTION #2022-056

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA ACCEPTING THE TENTATIVE PROJECTS LIST AND ASSOCIATED EXPENDITURE BUDGET FUNDED BY THE AMERICAN RESCUE PLAN ACT (ARPA) STATE AND LOCAL FISCAL RELIEF FUND (SLFRF) AND AUTHORIZING THE EXPENDITURE OF ARPA FUNDS FOR FISCAL YEAR 2022 PUBLIC SAFETY EXPENDITURES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.
(Finance)

7.4 RESOLUTION #2022-057

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO WAIVE FORMAL BIDDING AND TO APPROVE THE UTILIZATION OF SERVICES FOR REFURBISHING AND UPDATING THE CITY'S AGING FUEL DISPENSING PUMP SYSTEM FROM FLORIDA METRO CONSTRUCTION COMPANY, INC. UNDER THE COMPETITIVE BID BY THE CITY OF FORT LAUDERDALE INVITATION TO BID NO. 12166-883, IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND SIX HUNDRED SIXTY DOLLARS (\$50,660.00) AND TO EXCEED AN ANNUAL VENDOR EXPENDITURE THRESHOLD OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.5 RESOLUTION #2022-058

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY VARIOUS CITY DEPARTMENTS FOR SERVICES TO BE PURCHASED FROM CRAVEN THOMPSON AND ASSOCIATES FOR PROFESSIONAL ARCHITECTURAL AND PROJECT MANAGEMENT SERVICES FOR FISCAL YEAR 2021-2022 (ENDING

SEPTEMBER 30, 2022), THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

7.6 RESOLUTION #2022-059

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS TO PAY THE LAW OFFICES OF RYAN & RYAN, LLC FOR OUTSTANDING INVOICES FROM FISCAL YEARS 2020-2021 AND 2021-2022, WHICH WERE NOT PREVIOUSLY PROVIDED TO THE CITY THAT TOTAL FORTY NINE THOUSAND FIVE HUNDRED EIGHTY-SIX DOLLARS AND FIFTY-SIX CENTS (\$49,586.56), WHICH AMOUNT EXCEEDS THE ANNUAL VENDOR THRESHOLD AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

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

Gigi Stetler, 2051 Griffin Road, noted she has an RV business at this location; the buildings in her location were built in 1957 and they are historical. She spoke of her location which has a waterfront and pier and encouraged the City to allow food trucks and to hold events at her property.

8. Bids and Requests for Proposals

8.1 RESOLUTION #2022-060

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF THE REQUEST FOR QUALIFICATIONS ("RFQ") NO. 21-034 ENTITLED, "PROFESSIONAL ENGINEERING SERVICES FOR BACKUP POWER TO POLICE SUBSTATION (REISSUE)" AND AUTHORIZE CONTRACT NEGOTIATIONS WITH SGM ENGINEERING, INC.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

City Attorney Boutsis read the title of Resolution #2022-060.

Commissioner Lewellen motioned to adopt Resolution #2022-060; seconded by Commissioner Odman. The motion carried unanimously.

8.2 RESOLUTION #2022-061

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE RANKING OF QUALIFIED INVESTMENT ADVISORY FIRMS AND AUTHORIZING THE CITY ADMINISTRATION TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH PUBLIC TRUST ADVISORS, LLC FOR INVESTMENT MANAGEMENT AND ADVISORY SERVICES FOR AN INITIAL TERM OF THREE (3) YEARS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

City Attorney Boutsis read the title of Resolution #2022-061.

Commissioner Odman motioned to adopt Resolution #2022-061; seconded by Commissioner Lewellen. The motion carried unanimously.

9. Public Hearings and Site Plans

9.1 ORDINANCE #2022-012

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST OF THE PROPERTY OWNER JOHN SCHAAF, TO REZONE LAND AND ALLOCATE FLEXIBILITY UNITS FOR LAND BEARING THE ADDRESS OF 4900 SW 31 AVENUE, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; AMENDING THE CURRENT ZONING CLASSIFICATION FROM ESTATE RESIDENTIAL DISTRICT (E-1) TO RESIDENTIAL MULTIFAMILY DISTRICT (RM); AND AMENDING THE CITY'S ZONING MAP TO REFLECT THE REZONING OF THE PARCEL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Continued from February 22, 2022 & March 8, 2022) (Community Development)*

City Attorney Boutsis read the title of Ordinance #2022-012, Resolution #2022-030, and Resolution #2022-031 as they relate to the same property. She advised the items were quasi-judicial hearings and swore-in those who would speak.

Corinne Lajoie, Assistant Director of Community Development, gave an overview of the rezoning, site plan, flexibility units, variances, and plat requests for Dania Preserve.

Dennis Mele, Greenspoon Marder, representing the applicant, noted all the items requested by staff and included in the revised resolution would be complied with by the developer. He addressed the design and payment of the sidewalk. He also addressed several comments received from residents regarding the lake, wildlife, historical significance of the property, animals coming into neighborhoods when construction begins, and speeding on 31st Avenue. He gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Vice-Mayor Salvino said he questions a lot of the information that Mr. Mele is giving. The rendering shows a lot of the lake left and they went over it together and brought it down to 2/3 smaller of what the rendering is showing.

Attorney Mele said the lake they are proposing is 2/3 less of what is on the picture now.

Vice-Mayor Salvino is concerned about the wildlife in the lake and relocating/displacing them. He has concerns on the cost of building the house; \$500,000 is not realistic in today's market and the cost of building materials. He believes the houses will be selling for more. We do not have a lot of choices on the previous ordinances that were placed many years ago. By right the landowner could come in and fill the lake and build more houses. He looked at some of the other lakes around there; if we continue to fill it in, there will not be any water left around in these areas.

Attorney Mele said if the houses sell for more money, they will be very happy. He spoke about the size of the units, the lake fill and addressed the relocation of wildlife.

Commissioner Davis is concerned about the consistency of what is being reported and the aesthetics of the development.

Attorney Mele asked the Commission to look at the project in comparison to what is around it.

Commissioner Davis understands this is a modern home, but it does not meet her standards at this time.

Attorney Mele said he would be happy to listen to any architectural suggestions she may have.

Commissioner Odman noted it is interesting to hear her colleagues talk; she wanted a moratorium on development, and it went nowhere. It is interesting that she does find these homes attractive, but she does not know if it is in line with what they have collectively talked about and is best for Dania Beach.

Commissioner Lewellen agreed with Commissioner Odman; it is attractive for the area. What she would like to do is hear from the public first.

Mayor James opened the Public Hearings.

Bryan Veith, 2351 SW 52nd Street, spoke of the dead animal smell driving down 31st, and felt the developer would follow-through with what they said about relocating animals. He believes that if they put the sidewalk in, it will cover a lot of problems on the road, and he spoke of speed bumps and a roundabout.

Nicole Vernon, 4907 N. Harbor Isles Drive, questioned when the RAC would be considered and read comments in opposition to replenishment of the units.

Alexander Kozupitsa, 3050 Red Mangrove Lane, spoke in opposition to the project and noted the great concern is the loss of the wildlife, the lake, and increase in traffic. He stated this will be a loss to our City as we are already at capacity.

Nicholas Hernandez, 3038 Red Mangrove Lane, expressed concerns with the increase in traffic.

Robert Lopez, 5011 SW 29th Terrace, expressed concern with severe flooding and traffic congestion. He requested the home built in 1961 be declared a historical site and be annexed into Dania Beach as an administrative building.

Jimmy Ruccolo, 3062 Red Mangrove Lane, noted the lake does not smell and expressed concerns regarding traffic and flooding. He also expressed concern with all the development in the City.

Darlene Lopez, 5011 SW 29th Terrace, spoke in opposition to the development.

Jose Lopez, 5011 SW 29th Terrace, spoke in opposition to the development.

Charlotte Sloboda, 2905 Lakeshore Drive, felt the developer is building above and beyond, and said the buildings are beautiful.

Leslie Kevles, Estates of Fort Lauderdale, noted developers are going to develop; the question is what we can do to make it better. He said he is in favor of this project.

Vice-Mayor Salvino noted concerns were expressed regarding speed humps, roundabouts, and sidewalks. If this is not approved, he does not understand why the City cannot resolve the speed issues on our own.

Attorney Mele addressed the questions and comments made by residents.

City Attorney Boutsis asked the Commission to disclose any contact they had with the developer or residents regarding these matters and whether they could be impartial. She read names from emails which are attached to and incorporated into these minutes.

Mayor James, Vice-Mayor Salvino, and Commissioners Davis, Lewellen and Odman noted they received emails and could be impartial in these matters.

Lawrence Younghans, Vice-President of the Estates of Fort Lauderdale, spoke in support of the development.

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

Assistant Director of Community Development Lajoie noted if a motion is made for approval of the resolution, it should include a condition including the sidewalk design and payment prior to the issuance of the permit.

Attorney Boutsis said one other thing to add, if the Commission does go for approval, Mr. Mele would be required to do the benign trapping of the animals and to relocate them safely.

Attorney Mele asked the Commission if they had any suggestions.

Commissioner Davis said she would need more time to tell him specifically; now is not the time to make architectural recommendations.

Commissioner Lewellen asked if there is a possibility of reducing the units to sixty.

Attorney Mele said he does not know and suggests deferring the item to meet with the folks again.

Commissioner Odman felt the Commission knows how it wants to vote; she asked if it is a real consideration that the units can be reduced to 60.

Attorney Mele responded he does not know. He would need to take it back to rework the deal. He cannot say what number of units they can do until he has that conversation.

Commissioner Odman wondered if they would come in with a number in between the 60 and 75; she wonders if it is worth it to bring everyone back.

Vice-Mayor Salvino asked if the Commission votes down the item at this time, whether he has to wait a year.

Mayor James said if it is the same exact application, they must wait a year. If the application is any different, they can bring it back next month.

Assistant Director of Community Development Lajoie noted, based on the land use, they can do 60 but they still have to change the zoning to match that.

Vice-Mayor Salvino said when he mentioned it to Attorney Mele before, Attorney Mele said the developer would not want to reduce it to 60.

Attorney Mele responded yes, based upon what the contract is, they will need to rework the contract if they lower it to 60 units. They would not be able to pay what they are paying now if it was only 60.

Commissioner Lewellen said regardless, if it fails tonight, he will have to come back down the road with either the same proposal or something different.

Attorney Mele noted the code says if it is turned down, they must wait a year.

Commissioner Lewellen motioned to table Ordinance #2022-012, on second reading; seconded by Commissioner Odman. The motion carried on the following 4-1 Roll Call vote:

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

9.2 RESOLUTION #2022-030

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-069-21), THE ALLOCATION OF SIXTEEN (16) FLEXIBILITY UNITS (OT-070-21) AND VARIANCES FOR MAXIMUM BUILDING LENGTH FOR A TOWNHOUSE (VA-105-21), AND FROM THE REQUIREMENT TO INSTALL A SIDEWALK ALONG AN ADJACENT ROADWAY (VA-106-21), SUBMITTED BY GREENSPOON MARDER LLP, ON BEHALF OF SOBELCO, LLC, FOR PROPERTY LOCATED AT 4900 SOUTHWEST 31 AVENUE, WITHIN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A" ("PROPERTY"), A COPY OF WHICH IS ATTACHED TO THIS

RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Continued from February 22, 2022 & March 8, 2022) (Community Development)*

Commissioner Lewellen motioned to table Resolution #2022-030; seconded by Commissioner Odman. The motion carried on the following 4-1 Roll Call vote:

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

9.3 RESOLUTION #2022-031

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE “DANIA PRESERVE PLAT” (PL-68-21), SUBMITTED BY GREENSPOON MARDER LLP, ON BEHALF OF SOBELCO, LLC, FOR PROPERTY LOCATED AT 4900 SOUTHWEST 31 AVENUE, WITHIN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A” (“PROPERTY”), A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Continued from February 22, 2022 & March 8, 2022) (Community Development)*

Commissioner Lewellen motioned to table Resolution #2022-031; seconded by Commissioner Odman. The motion carried on the following 4-1 Roll Call vote:

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

9.4 ORDINANCE #2022-015

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 13, ENTITLED “HEALTH AND SANITATION”, AT SECTION 13-69, ENTITLED “SERVICE PROVIDED BY THE CITY”, TO CREATE AN IRREPARABLE FINE FOR VIOLATING THE CITY’S BULK TRASH CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Community Development)*

City Attorney Boutsis read the title of Ordinance #2022-015.

Corinne Lajoie, Assistant Director of Community Development, gave a presentation on the code amendment.

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

Commissioner Lewellen asked about the fines and whether there are going to be people that are harmed by this. She questioned if there would be considerations for people with disabilities or the elderly who may need additional time.

Assistant Director of Community Development Lajoie said the best she can suggest is that it be handled on a case-by-case basis with the code officer. This has been a citywide issue we are trying to address at this time.

Commissioner Odman motioned to adopt Ordinance #2022-015, on second reading; seconded by Commissioner Lewellen. The motion carried unanimously.

10. Discussion and Possible Action

10.1 Earth Day Beach Clean-Up Celebration - Commissioner Davis

Commissioner Davis explained she is requesting Commission approval of an expenditure from her contingency funds of \$2,500.00 to cover the cost of t-shirts and other items for the participants in the Earth Day beach clean-up.

The Commission agreed to the \$2,500.00 expenditure from Commissioner Davis' contingency funds.

Commissioner Davis noted the proposed design of the mural for the restroom building at the beach, which is attached to and incorporated into these minutes, was distributed to the Commission for them to sign off on. She recommends Option 1 be used for the design.

The Commission agreed to Option 1 for the design of the mural on the restroom building at the beach.

11. Commission Comments

11.1 Commissioner Davis

Commissioner Davis spoke of the Arts & Seafood Celebration and Rebuilding Together, and reiterated how amazing it was to go to Tallahassee with the City Manager and Ron Book's team. She would love to have a group go next time for stronger support.

11.2 Commissioner Lewellen

Commissioner Lewellen spoke about the Arts & Seafood Celebration and Dania After Dark events. She noted she attended the Dania Beach Elementary Prestige Club event at Tropical Acres. It was a successful event, and she had a lot of fun. She thanked everyone for their well wishes for her husband.

11.3 Commissioner Odman

Commissioner Odman had no comments.

11.4 Vice-Mayor Salvino

Vice-Mayor Salvino noted he did not have much to say with all the comments made by the women attending this meeting and the women sitting on the dais.

11.5 Mayor James

Mayor James noted she would like to use \$1,000.00 of her discretionary funds for a sponsorship of the South Broward High School JROTC golf tournament and is seeking Commission approval.

The Commission agreed to the sponsorship.

12. Appointments

12.1 Broward League of Cities 2022-2023 Director Appointments

Director – Commissioner Davis

Alternate – Commissioner Lewellen

Second Alternate – Commissioner Odman

12.2 General Employees Pension Board

The Commission appointed James Rizzo for a term beginning June 22, 2020 and ending June 22, 2022.

Mayor James appointed Gail Davison to the Dania Beach Housing Authority to fill the unexpired term of Ruth White ending on October 31, 2024.

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

13. Administrative Reports

13.1 City Manager

City Manager Garcia said the NW 1st Street bridge art mural is complete and looks amazing. The Federal Highway bridge is scheduled to commence May 15th. The Dania Beach Proud Store occurred this past weekend at Dania After Dark and there were half a dozen sales. We are excited about this.

On March 22nd, our Community Development Team and our City Attorney met with Lucky Fish Restaurant, which is currently in the design phase. Our next meeting with Lucky Fish will be at the pre-submittal stage once the plans and drawings are ready for review. Once plans are approved, we are looking at 8-12 months to complete construction.

On March 28th, she had a meeting with Mark Gale, CEO/Director of Ft. Lauderdale/Dania Beach/Hollywood Airport, regarding the Spirit-Frontier and now possible Spirit-Jet Blue merger. We have a scheduled conference call at this end of this week with the County Administrator and we will not know until the FCC approves the merger. We will have some one-on-one meetings with the Commission to discuss our support to keep Spirit here.

On April 4th, she had a meeting with key members of the Broward County Film office including the newly appointed Film Commissioner. Bill Harris and Chris Lottier are working together to put together various City opportunities for filming. We want to explore every opportunity to stimulate existing business, as well as attract new businesses, and create jobs locally. We want to explore incentives to become a more attractive destination.

On April 4th, we met with County Commissioner Tim Ryan to move forward with the next steps of the parking garage we are seeking. We are in the contract phase with Dania Beach Casino for the 100 spaces we have been able to secure at the Casino to ease the burden of those who want to visit our beach.

On April 5th, we met with the senior executive team from Dania Pointe, and she had a lengthy conference call to discuss everything from security initiatives at Dania Pointe to all current and proposed special events at Dania Pointe. Dania Pointe has a \$1.6 million dollar budget for yearly security, and they are augmenting their efforts as the security and safety of their visitors is a top priority. We are working with Captain Marks to send monthly reports on the Avery. Dania Pointe ensures us that every restaurant, housing project or any of the renters that are there need to be up to a certain standard. We are working closely with Code to ensure that all the tenants that are there live up to the standard of excellence that we expect here in the City.

13.2 City Attorney

City Attorney Boutsis had no comments.

13.3 City Clerk - Reminders

Tuesday, April 26, 2022 – 4:30 p.m.
Tuesday, April 26, 2022 - 7:00 p.m.
Tuesday, May 10, 2022 - 5:30 p.m.
Tuesday, May 10, 2022 - 7:00 p.m.

CRA Board Workshop
City Commission Meeting
CRA Board Meeting
City Commission Meeting

14. Adjournment

Mayor James adjourned the meeting at 10:40 p.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION CALLING FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, FOR THE PURPOSE OF ELECTING TWO CITY COMMISSIONERS TO SERVE FOUR YEAR TERMS

Purchasing Requests ONLY

Dept:

Acct #:

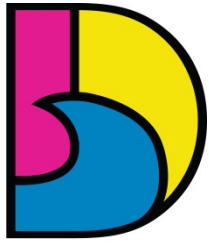
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Calling for November Election 2022, R-2022- Calling for Election November 2022



DANIA BEACH
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CITY OF DANIA BEACH OFFICE OF THE CITY CLERK

MEMORANDUM

DATE: May 10, 2022
TO: Honorable Mayor and Commissioners
FROM: Ana M. Garcia, ICMA-CM, City Manager
BY: Thomas Schneider, City Clerk
SUBJECT: Resolution Calling for November Election

The Request

Attached for Commission adoption is a resolution calling for the November 8, 2022 Municipal Election to fill 2 positions on the City Commission.

Background

The City Charter (Part VI, Registrations and Elections, Article 1, Elections, Sec. 3, Calling an Election) requires that all elections shall be called by resolution of the City Commission.

Budgetary Impact

There is no budgetary impact in this fiscal year. The Broward County Supervisor of Elections estimates the City's 2022 municipal election cost at \$13,800.00, which will be planned for in the FY2022/2023 budget.

Recommendation

Adopt resolution calling for the November 8, 2022 Municipal Election to fill 2 positions on the City Commission.

RESOLUTION NO. 2022-067

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CALLING FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, FOR THE PURPOSE OF ELECTING TWO CITY COMMISSIONERS TO SERVE FOUR YEAR TERMS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That candidates for Office of the City Commission of the City of Dania Beach, Florida, for the vacancies occurring in office pursuant to the Charter of the City of Dania Beach, shall file such papers and pay such fees as required with the City Clerk of the City of Dania Beach between noon on the 13th day of June, 2022, and noon on the 17th day of June, 2022.

Section 2. That a general election relating to such municipal offices shall be held in the City of Dania Beach, Broward County, Florida, on Tuesday, November 8, 2022, in conjunction with the General Election to be held in Broward County, Florida.

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

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

PASSED AND ADOPTED on May 10, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION RATIFYING A MEMORANDUM OF UNDERSTANDING WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES ("AFSCME") UNION TO INCLUDE JUNETEENTH AS A PAID HOLIDAY

Purchasing Requests ONLY

Dept:

Acct #:

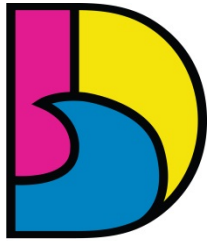
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - AFSCME MOU Juneteenth (00505834xC4B6A), R-2022- AFSCME MOU Ratification to Include Juneteenth Holiday as Paid Holiday, Memorandum of Understanding Addendum to Collective Bargaining Contract - Juneteenth



DANIA BEACH
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CITY OF DANIA BEACH HUMAN RESOURCES & RISK MANAGEMENT

MEMORANDUM

DATE: April 11, 2022

TO: Honorable Mayor and Commissioners

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

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

SUBJECT: **Request ratification of MOU regarding addition of the Juneteenth Holiday/AFSCME employees**

REQUEST

Approval of a resolution of the City Commission to ratify a Memorandum of Understanding to the AFSCME collective bargaining to add Juneteenth as a paid holiday for AFSCME union employees.

BACKGROUND

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

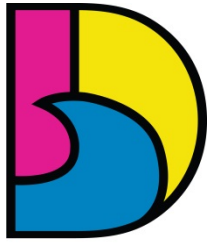
Subsequently a City Resolution was passed recognizing Juneteenth as a Holiday to be effective immediately for all City employees whose classifications were not covered by the AFSCME bargaining unit and, recognizing that the City may not unilaterally enhance benefits for unionized employees.

Initially when approached by the City, and on several occasions, AFSCME chose not to bargain over the PPM, which included the Juneteenth Holiday and other benefits and policy changes and requested to wait until formal bargaining began. Bargaining has commenced but will not be concluded before the 2022 Juneteenth Holiday.

While the City Administration believes that it is a better practice to negotiate benefit issues such as paid holidays in combination with all other wage and benefit issues when collective bargaining occurs in full, the City Administration also believes that paid time off to celebrate the Juneteenth holiday provides a benefit to Dania Beach employees and the community as a whole.

ATTACHMENTS

Resolution



DANIA BEACH
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CITY OF DANIA BEACH HUMAN RESOURCES & RISK MANAGEMENT

MEMORANDUM

BUDGETARY IMPACT

A regular day of work in the City costs approximately \$44,000, and therefore, and while there is no incremental increase in the cost to have an additional paid Holiday, there will be no work performed that day.

RECOMMENDATION

Approve the resolution ratifying a MOU to amend the AFSCME Collective Bargaining Agreement to include the Juneteenth Holiday as a paid holiday.

RESOLUTION NO. 2022-068

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RATIFYING A MEMORANDUM OF UNDERSTANDING WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (“AFSCME”) UNION TO INCLUDE JUNETEENTH AS A PAID HOLIDAY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, in May 2021, the City waived bargaining and afforded the Union an additional twelfth paid holiday for Juneteenth in 2021 and prior to the next round of collective bargaining; and

WHEREAS, in 2021, AFSCME rejected bargaining over implementation of the City’s Personnel Policy Manual (“PPM”) at this time and deferred discussion of the PPM provision and benefits until the next Collective Bargaining Agreement (“CBA”) negotiations which have commenced but will not be concluded before the 2022 Juneteenth holiday; and

WHEREAS, the City and AFSCME have tentatively agreed to a Memorandum of Understanding which amends Article 28 of the current CBA to add Juneteenth as a paid holiday; and

WHEREAS, although the City Commission finds it to be best practices to negotiate benefit issues such as paid holidays along with all other wage and benefit matters when collective bargaining occurs in full, the Commission also finds that the celebration of Juneteenth has a positive impact on the community and the City workforce;

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

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

Section 2. That the City Commission of the City of Dania Beach, Florida ratifies the Memorandum of Understanding attached as Exhibit “A” and incorporated into this Resolution by this reference.

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

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

PASSED AND ADOPTED on May 10, 2022

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS,
CITY ATTORNEY

**MEMORANDUM OF UNDERSTANDING
ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT**

This Memorandum of Understanding is entered into between the City of Dania Beach, a Florida municipal corporation, (the "CITY") and AFSCME Florida Council 79, AFL-CIO, Local 3535 (the "UNION") for the purpose of amending an existing Collective Bargaining Agreement between the CITY and the UNION.

WHEREAS, the CITY and the UNION negotiated a Collective Bargaining Agreement (the "CBA"), the term of which expires September 30, 2022 ("Agreement"); and

WHEREAS, although the CITY and the UNION have commenced negotiations for a successor agreement, it is unlikely that negotiations will be concluded before the City's next celebration of the Juneteenth holiday; and

WHEREAS, the City's Collective Bargaining Agreement (CBA) does not list Juneteenth as a paid holiday for All employees; and

WHEREAS, the City has offered to amend Article 28, Holidays to allow Union employees and regular full time employees the same paid holidays, which will include the next celebration of the Juneteenth holiday.

NOW THEREFORE, the Parties agree that the Collective Bargaining Agreement shall be amended as follows:

1. Effective on ratification, Article 28 of the Collective Bargaining Agreement is amended as follows:

ARTICLE 28 HOLIDAYS

28.1 The following paid holidays will be observed:

Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Day
Martin Luther King Jr. Day

Presidents' Day
Memorial Day
Juneteenth*
Independence Day
Labor Day

28.2 The Employee must work the day before and after the holiday to be paid for the holiday.

28.3 Holiday pay will be paid in the pay period in which the holiday occurs and may not be "banked" or converted to any other paid leave.

28.4 An employee who works on a City designated holiday will be paid 1 ½ their regular rate of pay for hours worked on the holiday plus their holiday pay.

28.5 An employee who is called out on a holiday will not receive call out pay but will be paid 1 ½ their regular rate of pay for hours worked with a minimum of three (3) hours.

28.6 All **Regular** Part-time employees are eligible for 4 hours of Holiday Pay.

All other provisions of the Agreement and any previous Memorandum of Agreement modifying the Agreement which is not in conflict with this MOU shall remain in full force and effect.

This Memorandum of Understanding shall take effect on ratification by the City Commission and the members of the bargaining unit.

SIGNATURE PAGE

MEMORANDUM OF UNDERSTANDING
ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

CITY OF DANIA BEACH



Ana Garcia, City Manager

4/14/2022

Date

AFSCME FLORIDA COUNCIL 79, AFL-CIO
LOCAL 3535

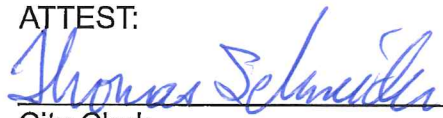


Daniel Lozandier, President

4-13-2022

Date

ATTEST:



City Clerk

APPROVED AS TO LEGAL FORM:
Office of the City Attorney

Eve A. Boutsis

Digitally signed by Eve A. Boutsis
DN: cn=Eve A. Boutsis, o=City of Dania Beach,
ou=Legal Department,
email=eboutsis@daniabeachfl.gov, c=US
Date: 2022.04.14 11:51:56 -0400



CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVE THE RESOLUTION AUTHORIZING THE CITY TO EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) FOR CDW-G.

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

Memorandum, Resolution



CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

DATE: May 10, 2022

TO: Honorable Mayor and Commissioners

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

FROM: Darryl McFarlane, IT Division Director

CC: Frank L. DiPaolo, Chief Financial Officer

RE: **Approval of a resolution to exceed the City's annual vendor threshold of \$25,000 for Fiscal Year 2021-22 for purchases from CDW-G**

Request

The Finance Department is requesting approval of a resolution to exceed the City's annual vendor threshold of \$25,000 for Fiscal Year 2021-22 for purchases from CDW-G.

Background

CDW-G has been one of the City's vendors for hardware, software, and professional services since 2018. The Finance Department is pleased with their pricing and services and planned to make additional purchases in FY2021-22. Most of their pricing is based on various state or government contracts which help facilitate the lowest competitive pricing available.

So far, this fiscal year, purchases from CDW-G total \$24,907. The Fiscal Year 2021-22 budget includes funding for the various Information Technology items. The total annual cost of the hardware, software, and professional services in FY2021-22 will exceed the \$25,000 vendor threshold, requiring City Commission approval.

Attachments

Resolution

Budgetary Impact

None. Funding is appropriated and available in the Information Technology Fund

Recommendation

The Finance Department recommends approval of the resolution authorizing to exceed the City's annual vendor threshold of \$25,000 for CDW-G for Fiscal Year 2021-22.

RESOLUTION NO. 2022-069

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY TO EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) FOR CDW-G; AUTHORIZING SUCH PURCHASES WITHIN THE INFORMATION TECHNOLOGY FUND APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, “Monetary thresholds for certain purchases and payment disbursement authorizations”, Subsection (a), sets the monetary threshold at \$25,000.00 for a vendor each fiscal year; and

WHEREAS, CDW-G has been one of the City’s vendors for Information Technology hardware, software, and professional services since 2018 and the Finance Department planned, through the fiscal year 2021-22 budget, to purchase additional hardware, software, and/or professional services; and

WHEREAS, the total amount of purchases from CDW-G for fiscal year 2021-22 will exceed the Twenty Five Thousand Dollars (\$25,000.00) annual purchase threshold for a single vendor and, therefore, requires City Commission approval;

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

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

Section 2. That all purchases made from CDW-G shall be subject to approved annual budget appropriations and in accordance with the City’s procurement policies and are authorized to exceed the annual amount of Twenty-Five Thousand Dollars (\$25,000.00) purchase threshold for a single vendor for fiscal year 2021-22.

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

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

PASSED AND ADOPTED on May 10, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING EXECUTION BY THE PROPER CITY OFFICIALS OF THE 2022 AMENDMENT TO AN INTERLOCAL AGREEMENT EXISTING BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY OF DANIA BEACH, FLORIDA; A COPY OF WHICH AGREEMENT IS ATTACHED AND INCORPORATED BY REFERENCE AS EXHIBIT “A”, WHICH AGREEMENT PROVIDES FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE (3) CENT LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE TO THE PARTICIPATING MUNICIPALITIES

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

DFA-22- Annual Gas Tax - Interlocal Agreement with Broward County, R-2022- Broward County 3 Cents Gas Tax, R-2022- Broward County 3 Cents Gas Tax Exhibit A, Gas Tax Memo to Cities_2022



CITY OF DANIA BEACH FINANCE DEPARTMENT MEMORANDUM

TO: Honorable Mayor and Commissioners DFA-22

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

BY: Adam Segal, Deputy Finance Director

VIA: Frank DiPaolo, Finance Director

DATE: April 22, 2022

SUBJECT: Annual County Interlocal Agreements for Gas Tax Allocations

Request

Please have the Commission approve the new allocations of the various gas tax receipts which are distributed to each municipality in the County.

Background

Annually, the County updates the allocation of gas tax receipt distributions between portions retained by Broward County and the portion shared with Municipalities. The allocation among Cities uses the most recent population figures from the University of Florida.

Based on these populations, the allocation of the three gas tax revenue agreements with Broward County are shown as follows:

	County	Cities		Dania Beach		
				<u>Current</u>	<u>New</u>	<u>Change</u>
6-cent	62.50%	37.50%		0.630237%	0.615947%	-0.01429%
5-cent	74.00%	26.00%	½ cash	0.436965%	0.427057%	-0.009908%
			½ shuttle grants			
3-cent	48.73%	51.27%		0.861661%	0.842123%	-0.019538%

These have to be approved each year by the Commission other than the 6 cent local option gas tax which was renewed in 2018 for a period of 30 years through 2048.

Budgetary Impact

The City could risk losing important revenue worth more than \$300,000 if not approved.

Recommendation

The Administration recommends Commission consideration and approval of the five (5) cent and the three (3) cent annual County Interlocal Agreements. The 6-cent agreement does not need a resolution because of the reason stated above.

RESOLUTION NO. 2022-070

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING EXECUTION BY THE PROPER CITY OFFICIALS OF THE 2022 AMENDMENT TO AN INTERLOCAL AGREEMENT EXISTING BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY OF DANIA BEACH, FLORIDA; A COPY OF WHICH AGREEMENT IS ATTACHED AND INCORPORATED BY REFERENCE AS EXHIBIT "A", WHICH AGREEMENT PROVIDES FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE (3) CENT LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE TO THE PARTICIPATING MUNICIPALITIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a county may, upon a majority vote of the applicable county commission, pursuant to Section 336.025(1)(b), Florida Statutes, in order to extend the levy of an additional three-cent local option gas tax upon every gallon of motor fuel sold in the County for a period not to exceed thirty (30) years, extend the levy and authorize an agreement with participating municipalities; and

WHEREAS, the Broward County Board of County Commissioners enacted Section 31½-38, Broward County Code of Ordinances, effective January 1, 1994, through December 31, 2024, pursuant to Section 336.025(1)(b), Florida Statutes, and imposed the levy of the three-cent (\$.03) local option fuel tax for thirty (30) years and providing for a method of distribution of the proceeds of the tax; and

WHEREAS, the method for distribution of the three cent gas tax proceeds is established by an Interlocal Agreement with Municipalities representing a majority of the population of the incorporated area within the County ("Interlocal Agreement"); and

WHEREAS, Paragraph 3 of the underlying Interlocal Agreement requires an annual adjustment of the division and distribution of the proceeds based upon the population of the individual municipalities and unincorporated Broward County in accordance with the population figures set forth in the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida ("BEBR Figures");

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

Section 1. That certain 2022 Amendment to the Interlocal Agreement existing between Broward County, Florida and the City of Dania Beach, Florida, providing for Division and Distribution of the Proceeds from the Broward County Additional Three (3) Cent Local Option Gas Tax on Motor Fuel Ordinance, in substantial form as Exhibit “A”, attached, is approved and the proper City officials are authorized to execute it.

Section 2. That the City Manager and City Attorney are authorized to make minor revisions to the 2022 Amendment as are deemed necessary and proper for the best interests of the City.

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

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

PASSED AND ADOPTED May 10, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

This 2022 Amendment to Interlocal Agreement (“2022 Amendment”) is entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and the municipalities executing a signature page bearing the above legend, each of which is a municipal corporation existing under the laws of the State of Florida, (each a “Municipality” and, collectively “Municipalities”). County and Municipalities are collectively referred to as the “Parties.”

RECITALS

A. Section 336.025(1)(b), Florida Statutes, authorizes the County to extend the levy of the additional three-cent local option gas tax upon every gallon of motor fuel sold in Broward County for a period not to exceed thirty (30) years on a majority vote of the governing body of the County.

B. The Broward County Board of County Commissioners enacted Section 31½-38, Broward County Code of Ordinances, effective January 1, 1994, through December 31, 2024, pursuant to Section 336.025(1)(b), Florida Statutes, imposing the levy of the three-cent (\$.03) local option fuel tax for thirty (30) years and providing for a method of distribution of the proceeds of the tax.

C. The method for distribution of the proceeds is established by an Interlocal Agreement with Municipalities representing a majority of the population of the incorporated area within the County (“Interlocal Agreement”).

D. Paragraph 3 of the Interlocal Agreement requires annual adjustment of the division and distribution of the proceeds based upon the population of the individual Municipalities and unincorporated Broward County in accordance with the population figures set forth in the most current edition of “Florida Estimates of Population,” published by the Bureau of Economics and Business Research, Population Division, University of Florida (“BEBR Figures”).

NOW, THEREFORE, for good and valuable consideration, and pursuant to the authorization of Section 336.025(1)(b)2., Florida Statutes, the County and Municipalities agree as follows:

1. Paragraph 2 of the Interlocal Agreement, as previously amended, is hereby amended to read:
2. Forty-eight and Seventy-three One-hundredths percent (48.73%) of the total proceeds from the additional three-cent local option fuel tax shall be divided and distributed to the County, and the remaining Fifty-one and Twenty-seven One-hundredths percent (51.27%) of the total proceeds from the additional three-cent

local option fuel tax shall be divided among and distributed to the eligible municipalities within the County as follows:

$$\frac{\text{Population of Each Eligible Municipality}}{\text{Total County Incorporated Area Population}} \times 51.27\% =$$

Recipient	FY23 Percent Share of Proceeds
Coconut Creek	1.530750%
Cooper City	0.909837%
Coral Springs	3.559203%
Dania Beach	0.842123%
Davie	2.809077%
Deerfield Beach	2.304047%
Fort Lauderdale	4.921909%
Hallandale Beach	1.088647%
Hillsboro Beach	0.052532%
Hollywood	4.069603%
Lauderdale-by-the-Sea	0.164076%
Lauderdale Lakes	0.969352%
Lauderhill	1.971610%
Lazy Lake	0.000870%
Lighthouse Point	0.277710%
Margate	1.553048%
Miramar	3.597530%
North Lauderdale	1.186463%
Oakland Park	1.171677%
Parkland	0.937426%
Pembroke Park	0.164579%
Pembroke Pines	4.519350%
Plantation	2.450110%
Pompano Beach	2.992780%
Sea Ranch Lakes	0.014151%
Southwest Ranches	0.203012%
Sunrise	2.575250%
Tamarac	1.917941%
Weston	1.806740%
West Park	0.402823%
Wilton Manors	0.305774%
Total Incorporated	51.270000%

2. Paragraph 3 of the Interlocal Agreement, as previously amended, is hereby amended to read:

3. The population figures set out herein are based on the figures contained in the document referred to as the "Florida Estimates of Population," published on an annual basis by the Bureau of Economics and Business Research, Population Division, University of Florida. The population figures to be utilized in the formula described in Paragraph 2 of this Interlocal Agreement for the division and distribution of the proceeds from the additional three-cent local option fuel tax shall be adjusted annually based on the then-current "Florida Estimates of Population."

For the purpose of this Agreement, the population figures are as follows:

Recipient	BEBR Population 4/1/21
Coconut Creek	57,871
Cooper City	34,397
Coral Springs	134,558
Dania Beach	31,837
Davie	106,199
Deerfield Beach	87,106
Fort Lauderdale	186,076
Hallandale Beach	41,157
Hillsboro Beach	1,986
Hollywood	153,854
Lauderdale-by-the-Sea	6,203
Lauderdale Lakes	36,647
Lauderhill	74,538
Lazy Lake	33
Lighthouse Point	10,499
Margate	58,714
Miramar	136,007
North Lauderdale	44,855
Oakland Park	44,296
Parkland	35,440
Pembroke Park	6,222
Pembroke Pines	170,857
Plantation	92,628
Pompano Beach	113,144
Sea Ranch Lakes	535
Southwest Ranches	7,675
Sunrise	97,359

Recipient	BEBR Population 4/1/21
Tamarac	72,509
Weston	68,305
West Park	15,229
Wilton Manors	11,560
Total Incorporated	1,938,296
Unincorporated Area	17,079
Total County	1,955,375

3. This 2022 Amendment shall be effective as of the date it is executed by the County after having previously been executed by Municipalities cumulatively representing a majority of the incorporated area population of the County. The amended population figures and share of proceeds shall take effect as provided by applicable law.

4. In the event any provision within this 2022 Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or any executing Municipality necessary to maintain the cumulative majority referenced in the preceding paragraph elects to terminate the Interlocal Agreement. The election to terminate pursuant to this provision must be made within seven (7) days after such court ruling; provided, however, that if a timely notice appealing the court ruling is filed, the election shall be held in abeyance until the appeal is determined or dismissed.

5. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2022 Amendment and the Interlocal Agreement, as previously amended, the Parties acknowledge that this 2022 Amendment shall control.

6. This 2022 Amendment may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties have made and executed this 2022 Amendment to the Interlocal Agreement on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on April 5th, 2022, and each Municipality, signing by and through the official indicated on each signature page, duly authorized to execute same.

COUNTY

WITNESSES:

Broward County, by and through
its County Administrator

Print Name: _____

By _____
Monica Cepero
County Administrator

Print Name: _____

_____ day of _____, 20____

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

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

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: DANIA BEACH

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney



Office of Management and Budget

115 S. Andrews Avenue, Room 404 • Fort Lauderdale, Florida 33301 • 954-357-6345 • FAX 954-357-6364

April 15, 2022

Dear Municipality:

As you know, there are three local option gas taxes:

- The "Original" Six Cents Local Option Gas Tax was renewed in 2018 for a period of 30 years from September 1, 2018 to December 31, 2047. The updated BEBR population figures and the share of proceeds for FY23 are attached for your information. No action is needed at this time.
- The "additional" local option gas tax agreement levied in 1994 provides for Cities to receive 51.27% of three cents of gas tax. The Cities' share of this gas tax has increased over the years due to annexations, however, there were no annexations of populated areas effective September 2021 so the Cities' share of the three cents of gas tax will remain the same as last year. As a result, this amendment adjusts each City's percentage share of the 51.27% based on updated population figures. This agreement expires on December 31st, 2023.
- The "transit gas tax" agreement levied in 2001 provides for Cities to receive 26% of the proceeds of one cent of gas tax. This amendment includes adjustments to each City's percentage share based on updated population figures. This agreement expires on December 31st, 2030.

Attached are the amendments to two interlocal gas tax agreements requiring approval by your municipal governing board no later than June 1, 2022. The two attached amendments for those gas tax agreements are required to adjust each City's percentage share based on updated population figures until they expire in 2023 and 2030.

Additional notice of the renewals of the two interlocal agreements ("additional" and "transit gas tax") will be sent out at a later date.

Revisions to Population Figures

The two interlocal agreements provide for the distribution of gas taxes among the Cities based on population figures published annually by the University of Florida Bureau of Economics and Business Research. The interlocal agreements also provide for the population numbers to be revised annually using the most current published figures.

Please place the two amendments on the agenda for approval by the municipal governing board as soon as possible and **return the signed agreement and a copy of your municipal resolution** to the County no later than June 1, 2022. This year we are accepting verifiable digital signatures, available through programs like DocuSign and Adobe. **Once we receive a majority of signed agreements from the cities, our County Attorney's office will execute the agreements and return an executed complete document which includes the agreement, county signature page and city signature pages for your records.** If you have any questions about the amendments, please contact Elise Cooper from the County's Office of Management and Budget at 954-357-6360.

Attached are copies of the above discussed amendments. **Please return three executed originals of each amendment which includes the agreement, city signature page, and a copy of your municipal resolution to:**

Trevor Fisher, Director
Broward County Public Works Department
Attention: Highway and Bridge Maintenance Division
1600 N.W. 30th Ave. (Blount Road)
Pompano Beach, FL 33069
Ph. (954) 357-6040

Sincerely,
Norman Foster, Director
Office of Management and Budget



Broward County Board of County Commissioners

Torey Alston • Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Jared E. Moskowitz • Nan H. Rich • Tim Ryan • Michael Udine
www.broward.org

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE EXECUTION BY THE PROPER CITY OFFICIALS OF THE 2022 AMENDMENT TO AN INTERLOCAL AGREEMENT EXISTING BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY OF DANIA BEACH, FLORIDA, A COPY OF WHICH AGREEMENT IS ATTACHED AND INCORPORATED BY REFERENCE AS EXHIBIT “A”; PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIVE (5) CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

DFA-22- Annual Gas Tax - Interlocal Agreement with Broward County, R-2022- Broward County 5 Cents Gas Tax, R-2022- Broward County 5 Cents Gas Tax Exhibit A, Gas Tax Memo to Cities_2022



CITY OF DANIA BEACH FINANCE DEPARTMENT MEMORANDUM

TO: Honorable Mayor and Commissioners DFA-22

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

BY: Adam Segal, Deputy Finance Director

VIA: Frank DiPaolo, Finance Director

DATE: April 22, 2022

SUBJECT: Annual County Interlocal Agreements for Gas Tax Allocations

Request

Please have the Commission approve the new allocations of the various gas tax receipts which are distributed to each municipality in the County.

Background

Annually, the County updates the allocation of gas tax receipt distributions between portions retained by Broward County and the portion shared with Municipalities. The allocation among Cities uses the most recent population figures from the University of Florida.

Based on these populations, the allocation of the three gas tax revenue agreements with Broward County are shown as follows:

	County	Cities		Dania Beach		
				<u>Current</u>	<u>New</u>	<u>Change</u>
6-cent	62.50%	37.50%		0.630237%	0.615947%	-0.01429%
5-cent	74.00%	26.00%	½ cash	0.436965%	0.427057%	-0.009908%
			½ shuttle grants			
3-cent	48.73%	51.27%		0.861661%	0.842123%	-0.019538%

These have to be approved each year by the Commission other than the 6 cent local option gas tax which was renewed in 2018 for a period of 30 years through 2048.

Budgetary Impact

The City could risk losing important revenue worth more than \$300,000 if not approved.

Recommendation

The Administration recommends Commission consideration and approval of the five (5) cent and the three (3) cent annual County Interlocal Agreements. The 6-cent agreement does not need a resolution because of the reason stated above.

RESOLUTION NO. 2022-071

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE EXECUTION BY THE PROPER CITY OFFICIALS OF THE 2022 AMENDMENT TO AN INTERLOCAL AGREEMENT EXISTING BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY OF DANIA BEACH, FLORIDA, A COPY OF WHICH AGREEMENT IS ATTACHED AND INCORPORATED BY REFERENCE AS EXHIBIT "A"; PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIVE (5) CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 336.025(1)(b), Florida Statutes, authorizes counties to extend the levy of the additional fifth-cent (\$0.05) local option gas tax upon every gallon of motor fuel sold in the applicable county for a period not to exceed thirty (30) years on a majority vote of the governing body of the County; and

WHEREAS, on June 13, 2000, the Broward County Board of County Commissioners enacted Ordinance No. 2000-25, effective January 1, 2001, through December 31, 2031, pursuant to Section 336.025(1)(b), Florida Statutes, extending the levy of the additional fifth-cent (40.05) local option gas tax for thirty (30) years and providing for a method of distribution of the proceeds of the tax; and

WHEREAS, the method for distribution of the proceeds is established by an Interlocal Agreement with Municipalities representing a majority of the population of the incorporated area within the County ("Interlocal Agreement"); and

WHEREAS, Paragraph 4 of the Interlocal Agreement requires annual adjustment of the division and distribution of the proceeds based upon the population of the individual municipalities and unincorporated Broward County utilizing the population figures set forth in the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida ("BEBR Figures");

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

Section 1. That certain 2022 Amendment to the Interlocal Agreement existing between Broward County, Florida and the City of Dania Beach, Florida, providing for Division and Distribution of the Proceeds from the Broward County Additional Five (5) Cent Local Option Gas Tax on Motor Fuel For Transit, in substantial form as Exhibit “A”, attached, is approved and the appropriate City officials are authorized to execute it.

Section 2. That the City Manager and City Attorney are authorized to make minor revisions to the 2022 Amendment as are deemed necessary and proper for the best interests of the City.

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

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

PASSED AND ADOPTED on May 10, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

This 2022 Amendment to Interlocal Agreement ("2022 Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the municipalities executing a signature page bearing the above legend, each of which is a municipal corporation existing under the laws of the State of Florida (each a "Municipality" and, collectively "Municipalities") County and Municipalities are collectively referred to as the "Parties."

RECITALS

A. Section 336.025(1)(b), Florida Statutes, authorizes the counties to extend the levy of the additional fifth-cent local option gas tax upon every gallon of motor fuel sold in Broward County for a period not to exceed thirty (30) years on a majority vote of the governing body of the County.

B. On June 13, 2000, the Broward County Board of County Commissioners enacted Ordinance No. 2000-25, effective January 1, 2001, through December 31, 2031, pursuant to Section 336.025(1)(b), Florida Statutes, extending the levy of the additional fifth-cent local option gas tax for thirty (30) years and providing for a method of distribution of the proceeds of the tax.

C. The method for distribution of the proceeds is established by an Interlocal Agreement with Municipalities representing a majority of the population of the incorporated area within the County ("Interlocal Agreement").

D. Paragraph 4 of the Interlocal Agreement requires annual adjustment of the division and distribution of the proceeds based upon the population of the individual Municipalities and unincorporated Broward County utilizing the population figures set forth in the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida ("BEBR Figures").

NOW, THEREFORE, for good and valuable consideration, and pursuant to Section 336.025(1)(b), Florida Statutes, the County and Municipalities agree as follows:

1. Section 2.1 of the Interlocal Agreement, as previously amended, is hereby amended to read as follows:

2.1 Seventy-four percent (74%) of the total proceeds from the additional fifth-cent local option gas tax shall be distributed to the County. The remaining twenty-six percent (26%) shall be distributed to the eligible municipalities in the County as follows:

Population of Each Eligible Municipality

Total County Incorporated Area X 26.0000%
Population

Recipient	BEBR Population 4/1/21	FY23 Percent Share of Proceeds
Coconut Creek	57,871	0.776273%
Cooper City	34,397	0.461396%
Coral Springs	134,558	1.804940%
Dania Beach	31,837	0.427057%
Davie	106,199	1.424537%
Deerfield Beach	87,106	1.168426%
Fort Lauderdale	186,076	2.495994%
Hallandale Beach	41,157	0.552074%
Hillsboro Beach	1,986	0.026640%
Hollywood	153,854	2.063774%
Lauderdale-by-the-Sea	6,203	0.083206%
Lauderdale Lakes	36,647	0.491577%
Lauderhill	74,538	0.999841%
Lazy Lake	33	0.000442%
Lighthouse Point	10,499	0.140832%
Margate	58,714	0.787580%
Miramar	136,007	1.824377%
North Lauderdale	44,855	0.601678%
Oakland Park	44,296	0.594180%
Parkland	35,440	0.475387%
Pembroke Park	6,222	0.083461%
Pembroke Pines	170,857	2.291849%
Plantation	92,628	1.242498%
Pompano Beach	113,144	1.517696%
Sea Ranch Lakes	535	0.007176%
Southwest Ranches	7,675	0.102951%
Sunrise	97,359	1.305958%
Tamarac	72,509	0.972624%
Weston	68,305	0.916233%
West Park	15,229	0.204279%
Wilton Manors	11,560	0.155064%
Total Incorporated	1,938,296	26.000000%

Recipient	BEBR Population 4/1/21	FY23 Percent Share of Proceeds
Unincorporated Area	17,079	
Total County	1,955,375	

The population figures set forth above are based on the figures contained in the document referred to as the "Florida Estimates of Population," published on an annual basis by the Bureau of Economic and Business Research, Population Division, of the University of Florida. The population figures to be utilized in the formula described in this section for the distribution of the additional fifth-cent local option gas tax shall be adjusted annually based on the current Florida Estimates of Population.

2. This 2022 Amendment shall be effective as of the date it is executed by the County after having previously been executed by the Municipalities cumulatively representing a majority of the incorporated area population of the County. The amended population figures and share of proceeds shall take effect as provided by applicable law.

3. In the event any provision within this 2022 Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or any executing Municipality necessary to maintain the cumulative majority referenced in the preceding paragraph elects to terminate the Interlocal Agreement. The election to terminate pursuant to this provision must be made within seven (7) days after such court ruling; provided, however, that if a timely notice appealing the court ruling is filed, the election shall be held in abeyance until the appeal is determined or dismissed.

4. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2022 Amendment and the Interlocal Agreement, as previously amended, the Parties acknowledge that this 2022 Amendment shall control.

5. This 2022 Amendment may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this 2022 Amendment to the Interlocal Agreement on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on April 5th, 2022, and each Municipality, signing by and through the official indicated on each signature page, duly authorized to execute same.

COUNTY

WITNESSES:

Broward County, by and through
its County Administrator

Print Name: _____

By _____
Monica Cepero
County Administrator

Print Name: _____

_____ day of _____, 20____

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

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

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: DANIA BEACH

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney



Office of Management and Budget

115 S. Andrews Avenue, Room 404 • Fort Lauderdale, Florida 33301 • 954-357-6345 • FAX 954-357-6364

April 15, 2022

Dear Municipality:

As you know, there are three local option gas taxes:

- The "Original" Six Cents Local Option Gas Tax was renewed in 2018 for a period of 30 years from September 1, 2018 to December 31, 2047. The updated BEBR population figures and the share of proceeds for FY23 are attached for your information. No action is needed at this time.
- The "additional" local option gas tax agreement levied in 1994 provides for Cities to receive 51.27% of three cents of gas tax. The Cities' share of this gas tax has increased over the years due to annexations, however, there were no annexations of populated areas effective September 2021 so the Cities' share of the three cents of gas tax will remain the same as last year. As a result, this amendment adjusts each City's percentage share of the 51.27% based on updated population figures. This agreement expires on December 31st, 2023.
- The "transit gas tax" agreement levied in 2001 provides for Cities to receive 26% of the proceeds of one cent of gas tax. This amendment includes adjustments to each City's percentage share based on updated population figures. This agreement expires on December 31st, 2030.

Attached are the amendments to two interlocal gas tax agreements requiring approval by your municipal governing board no later than June 1, 2022. The two attached amendments for those gas tax agreements are required to adjust each City's percentage share based on updated population figures until they expire in 2023 and 2030.

Additional notice of the renewals of the two interlocal agreements ("additional" and "transit gas tax") will be sent out at a later date.

Revisions to Population Figures

The two interlocal agreements provide for the distribution of gas taxes among the Cities based on population figures published annually by the University of Florida Bureau of Economics and Business Research. The interlocal agreements also provide for the population numbers to be revised annually using the most current published figures.

Please place the two amendments on the agenda for approval by the municipal governing board as soon as possible and **return the signed agreement and a copy of your municipal resolution** to the County no later than June 1, 2022. This year we are accepting verifiable digital signatures, available through programs like DocuSign and Adobe. **Once we receive a majority of signed agreements from the cities, our County Attorney's office will execute the agreements and return an executed complete document which includes the agreement, county signature page and city signature pages for your records.** If you have any questions about the amendments, please contact Elise Cooper from the County's Office of Management and Budget at 954-357-6360.

Attached are copies of the above discussed amendments. **Please return three executed originals of each amendment which includes the agreement, city signature page, and a copy of your municipal resolution to:**

Trevor Fisher, Director
Broward County Public Works Department
Attention: Highway and Bridge Maintenance Division
1600 N.W. 30th Ave. (Blount Road)
Pompano Beach, FL 33069
Ph. (954) 357-6040

Sincerely,
Norman Foster, Director
Office of Management and Budget



Broward County Board of County Commissioners

Torey Alston • Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Jared E. Moskowitz • Nan H. Rich • Tim Ryan • Michael Udine
www.broward.org

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVE THE RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR CLOUD INTERNET PHONE SERVICES PROVIDED BY RINGCENTRAL, INC. AND AUTHORIZING THE CITY TO EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) FOR EACH YEAR THE AGREEMENT IS IN EFFECT.

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Memorandum, Resolution, Agreement Dated June 25, 2018



CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

DATE: May 10, 2022

TO: Honorable Mayor and Commissioners

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

FROM: Frank L. DiPaolo, Finance Director

RE: **Approval of a resolution retroactively authorizing a renewal agreement with RingCentral, Inc. for cloud internet phone services and to exceed the City's annual vendor threshold of \$25,000 for Fiscal Year 2021-22 and each year the agreement is in effect.**

Request

The Finance Department is requesting approval of a resolution retroactively authorizing a renewal agreement with RingCentral, Inc. for cloud internet phone services and to exceed the City's annual vendor threshold of \$25,000 for Fiscal Year 2021-22 and each year the agreement is in effect.

Background

RingCentral has been the City's provider of cloud internet phone services since 2018. The initial agreement was for three years and contained an automatic renewal provision for an additional three-year term, effective June 25, 2021. Although the initial agreement provided for the automatic renewal, the City Administration determined that the City Commission must retroactively approve this agreement. Additionally, the annual cost of services exceeds the City's annual vendor threshold of \$25,000 requiring City Commission approval.

The renewal term expires in June 2024 and the IT Division will conduct a formal solicitation for cloud internet phone services in advance of expiration.

Attachments

Resolution
Agreement Dated June 25, 2018

Budgetary Impact

The current monthly cost of the cloud internet phone services is \$3,800.00, and should be reduced to approximately \$3,300.00 based on changes to services recommended by the IT Division Director. Funding is appropriated and available in the Information Technology Fund Contractual Services Account # 507-17-04-516-34-10.

Recommendation

Approve the resolution retroactively authorizing a renewal agreement with RingCentral, Inc. for cloud internet phone services and to exceed the City's annual vendor threshold of \$25,000 for Fiscal Year 2021-22 and each year the agreement is in effect.

RESOLUTION NO. 2022-072

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR CLOUD INTERNET PHONE SERVICES PROVIDED BY RINGCENTRAL, INC. AND AUTHORIZING THE CITY TO EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) FOR EACH YEAR THE AGREEMENT IS IN EFFECT; AUTHORIZING SUCH PURCHASES WITHIN THE INFORMATION TECHNOLOGY FUND APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, “Monetary thresholds for certain purchases and payment disbursement authorizations”, Subsection (a), sets the monetary threshold at \$25,000.00 for a vendor each fiscal year; and

WHEREAS, RingCentral has been the City’s provider of cloud internet phone services since 2018; and

WHEREAS, the initial agreement was for three years and contained an automatic renewal provision for an additional three-year term, effective June 25, 2021; and

WHEREAS, the City Administration is seeking retroactive approval of this agreement and authorization to exceed the City’s annual Twenty Five Thousand Dollars (\$25,000.00) purchase threshold for a single vendor for each year the agreement is in effect; and

WHEREAS, the renewal term expires in June 2024 and the IT Division will conduct a formal solicitation for cloud internet phone services in advance of expiration;

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 all purchases made from RingCentral, Inc. shall be subject to approved annual budget appropriations and in accordance with the City’s procurement policies and are authorized to exceed the annual amount of Twenty-Five Thousand Dollars (\$25,000.00) purchase threshold for a single vendor for fiscal year 2021-22 and each year thereafter.

Section 3. That the current monthly cost of cloud internet phone services from RingCentral is Three Thousand Eight Hundred Dollars (\$3,800.00) and funding is appropriated and available in the Information Technology Fund Contractual Services Account # 507-17-04-516-34-10.

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

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

PASSED AND ADOPTED on May 10, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



RingCentral Office® and Glip® Plan Purchase Agreement

This RingCentral Office and Glip Plan Purchase Agreement (this "**Agreement**") is a binding agreement between RingCentral, Inc., a Delaware corporation ("**RingCentral**"), and the Customer, for the purchase of RingCentral Office Services (the "**Office Plan**"), and Glip Services (the "**Glip Plan**"), together (the "**Plan Services**") during the Initial or then-current Renewal Term, as applicable (defined below). RingCentral and Customer are each herein referred to as a "**Party**" and collectively as the "**Parties**."

City of Dania Beach, FL

("Customer," "You," or "Your")

1. Summary of Service

Start Date: June 25th, 2018

Initial Term: 36 Months

Renewal Term: 36 Months

Payment Schedule: Monthly Payment Period

Table 1: Office Plan and Glip Plan

Product	Initial Quantity	Unit Price	Total Price
E911 Fee (DigitalLine Unlimited)	85	\$0.99	\$84.15
Polycom VVX311 (One-time purchase only)	85	\$105.00	\$8,925.00
Cost Recovery Fee (DigitalLine Unlimited)	85	\$4.00	\$340.00
Office Standard 2 lines	85	\$19.59	\$1,665.41
Limited Extension User	9	\$11.24	\$101.18
E911 Fee (Digital Line Basic)	9	\$0.99	\$8.91



Product	Initial Quantity	Unit Price	Total Price
Cost Recovery Fee (Digital Line Basic)	9	\$4.00	\$36.00
Polycom IP 5000 Conference Phone (One-time purchase only)	6	\$360.00	\$2,160.00
Cisco SPA-122 ATA - Rental	3	\$5.00	\$15.00
Total Initial Price*			\$13,335.65
Total Monthly Price*			\$2,250.65
Total 12 Month Amount*			\$38,092.77
*Excludes Applicable Taxes. If a business entity is tax-exempt, tax exemption will take effect upon provision to and validation by RingCentral of certificate of tax exemption.			
Use of the Office Services shall be governed by the RingCentral Terms of Service ("TOS"), available at: http://www.ringcentral.com/legal/eulatos.html .			

Credit: Customer will be entitled to receive a one-time credit in the amount of USD 8257.37. This credit will be applied against charges for recurring Services, (and any taxes and fees associated with those Services), included in future invoices issued by RingCentral to Customer until the total amount of the credit is used. The Customer will be responsible to pay for any additional services and products, including without limitation, additional lines and extensions, one-time services, usage base fees and bundles, IP devices, and their associated taxes and fees. This credit is non-transferable and non-refundable, and the entire amount is void if the Agreement is terminated within the first 30 days; after that, any unused amount will expire immediately upon termination of your Agreement.

2. Service Commitment and Minimum Term Applicable to All Services

Your Plan Services require a minimum service commitment period beginning on the Start Date and continuing for the number of months listed as the Initial Term indicated above.



You hereby acknowledge and agree that You are purchasing the Plan Services for at least the full Initial Term and any subsequent Renewal Terms, as applicable (collectively, the “**Term**”)

All billing statements shall be delivered to the email address registered with the Customer’s RingCentral Account, unless Customer provides RingCentral a separate contact and email address for Customer’s Accounts Payable or billing department. Customer shall pay all properly submitted and undisputed invoices within thirty (30) days of the invoice date. Customer must notify RingCentral at invoicebilling@RingCentral.com of disputes arising from invoices in writing within thirty (30) days of the invoice.

3. Automatic Renewal Applicable to All Services

This Agreement shall automatically renew for successive Renewal Terms as indicated above unless either Party delivers written notice of termination of this Agreement to the other Party at least thirty (30) days prior to the applicable termination date (with such termination date being the last day of the Initial or then-current Renewal Term), in which case the Agreement and all underlying Plan Services shall terminate on the last day of such Initial or Renewal Term.

4. Price Revisions and Fee Changes Applicable to All Services

Upon written notice provided to You at least 60 days prior to the end of the Initial or then-current Renewal Term, RingCentral may revise the price for Your Plan Services for the immediately succeeding Renewal Term; *provided, however*, that the revised price shall in no event be greater than the then-current merchandised list price for the applicable Plan Services, in the United States.

Upon at least 30 days prior written notice provided to You, RingCentral may revise the Cost Recovery Fee or the E911 Fee. Taxes, access fees, universal service or other recovery fees, or similar charges will be adjusted on the date in which those increases become effective as mandated by competent authority.



5. Additional Terms Applicable to All Services

You hereby agree to pay for the Plan Services, and, if applicable, phones and equipment, in advance on the Payment Schedule and at the rates set forth above under "Summary of Service(s)," as may be revised from time to time in accordance with this Agreement.

The prices indicated above do not include taxes, fees or additional services You may select, which include but are not limited to, additional digital lines, additional Glip users, international or toll-free usage, virtual or mobile extensions, additional local numbers, and additional toll-free numbers. Sales tax varies by jurisdiction of purchase and may be calculated based on full retail price or RingCentral cost price, as determined by the tax law in the jurisdiction of purchase.

6. Purchase of Additional Digital Lines for the RingCentral Office Plan or Additional Users for the Glip Plan

This Section 6 applies to both Your Office and Glip Plans, including without limitation any products or services You have purchased under Table 1 above (as may be amended in accordance with this Agreement).

Customer may, at any time, purchase additional digital lines or additional Glip users; however, those additional digital lines and/or additional Glip users may not be removed from Customer's account except upon the conclusion of the Initial Term or then-current Renewal Term.

7. Termination By Customer

Termination of Your Office Plan may result in termination of all Plan Services; however, Contact Center and Glip may be terminated without effect on Your Office Services.

Termination By You within the First 30-Days.



If You were not a RingCentral customer before execution of this Agreement, You may terminate this Agreement for convenience with written notice to RingCentral at any time within the first thirty (30) days of the Initial Term, in which case You shall not owe any additional fees and shall be entitled to a pro-rata refund of any prepaid and unused fees. You must return any IP Devices (for example, phones, headsets and phone accessories) purchased in accordance with the section entitled "Equipment" of the TOS.

Termination By You after the First 30-days.

Except as set forth in this Agreement, if You terminate this Agreement on or after the thirty-first (31st) day but before expiration of the Initial, or then-current Renewal Term, You will owe RingCentral all outstanding contractual amounts due for the Services being terminated for the remainder of the Initial, or then-current Renewal Term, and hereby agree to pay any such amounts and authorize RingCentral to charge Your credit card or invoice You, as applicable, for all such amounts. The collection of such fees is not a penalty, but rather a charge to compensate RingCentral for Your failure to satisfy the Initial or then-current Renewal Term, on which Your rate plan is based.

8. Cancellation, Termination or Suspension of the Plan Services By RingCentral

This Section 8 applies to both Your Office and Glip Plans including without limitation products or services You have purchased under Table 1 above (as may be amended in accordance with this Agreement).

Suspension and Termination for Material Breach

If RingCentral reasonably suspects misuse of the Plan Services, fraud, potentially illegal or otherwise harmful transmissions, any use of the Plan Services that threaten the RingCentral network or the provision of Plan Services, or that otherwise violates the TOS or this Agreement, RingCentral may suspend the affected Plan Services without notice. RingCentral shall provide notice of any such suspension to You as soon as reasonably practicable. Without limiting any termination rights and other remedies that RingCentral may be entitled to, RingCentral will resume the Plan Services as soon as reasonably practicable after RingCentral considers that the breach has been cured or the threat has been mitigated.



Either party may terminate this Agreement with thirty (30) days' advance written notice to the other party in the event of any material breach of this Agreement by that other party, including breach of the RingCentral Terms of Service, and failure to cure such material breach during such thirty (30) day notice period. Termination for Customer's material breach shall not relieve You of Your commitment to pay for the Plan Services for the remainder of the Initial Term or then-current Renewal Term. If You terminate this Agreement for RingCentral's material breach, RingCentral shall provide You with a pro-rata refund of all prepaid and unused fees, and You shall be relieved of any liability for any contractual amounts due for the Initial or then-current Renewal Term subsequent to the effective date of the termination.

Termination Related to Bankruptcy

Either Party may terminate this Agreement with thirty (30) days' advance written notice to the other Party in the event that (i) the other Party files a petition for bankruptcy or if a petition for bankruptcy is filed against such Party and such petition is not dismissed within thirty (30) days after the effective filing date thereof, or (ii) a trustee or receiver is appointed over any of Customer's or RingCentral's relevant property. In the event that RingCentral terminates this Agreement pursuant to and in accordance with the immediately preceding sentence, You shall not be liable for any outstanding contractual Plan Services amounts due for the Initial or then-current Renewal Term, subsequent to the effective date of the termination.

9. General Terms Applicable to All Services

This Agreement, any addenda or exhibits hereto, along with the RingCentral Terms of Service (the "TOS"), available at <http://www.ringcentral.com/legal/eulatos.html>, represents the entire Agreement regarding the Plan Services and supersedes and replaces all prior or contemporaneous negotiations, correspondence, writings, Agreements or any subsequent purchase orders regarding the Plan Services.

Capitalized terms not defined in this Agreement shall be used as defined in the TOS, as applicable. The section titles in this Agreement are for convenience only and have no legal or contractual effect.



Each person whose signature appears on this Agreement represents and warrants that he or she possesses the legal right, capacity, and ability, and has full power and authority, to execute and deliver this Agreement on behalf of the Party he or she purports to represent. The Customer represents and warrants that all corporate action necessary for the authorization, execution, and delivery of this Agreement, and to perform all of the obligations hereunder, has been taken. This Agreement is the binding obligation of the Customer, enforceable against the Customer in accordance with its terms. This Agreement will bind the successors, and assigns of both Customer and RingCentral, and inure to the benefit of Customer and RingCentral and their successors and assigns.

This Agreement may not be modified or amended except in a written amendment generated by RingCentral and signed by both You and a duly authorized officer of RingCentral. Neither Party shall be bound by any handwritten or "typed on" terms in addition to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices, or other communications.

In the event of a conflict between the terms of this Agreement and the TOS, such conflict will be resolved according to the following order of precedence: (1) this RingCentral Office and Glip Plan Purchase Agreement; and (2) the TOS.

In no event shall any failure or delay by a Party to (i) assert any right, (ii) demand fulfillment or performance of any obligation, or (iii) avail itself of any remedy under this Agreement, in whole or in part, be deemed to be a waiver of any right or remedy under the Agreement on such occasion or any other occasion. All rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at law, or in equity.

For purposes of construing this Agreement, any ambiguities shall not be construed against either Party as based upon the source of the draftsmanship. If any provision of this Agreement is determined to be invalid, unlawful, illegal, void or unenforceable, in whole or in part, then that provision or portion shall be construed in such a manner as to render the provision or portion enforceable and, to the extent possible, to reflect the Parties' original intent and the other provision of this Agreement shall remain in full force and effect.



This Agreement will be deemed to have been entered into and will be construed and enforced in accordance with the laws of the State of California, U.S.A. as applied to contracts made and to be performed entirely within California, without giving effect to its principles of conflicts of law. Any disputes arising from or relating to this Agreement shall be subject to the exclusive jurisdiction and venue of the state and federal courts located in the County of San Francisco, California.

10. Assent and Agreement

You are required to indicate Your assent and agreement to this Agreement when You sign this Agreement and return it to RingCentral. This Agreement shall become binding upon both Parties upon Customer's execution and delivery of this Agreement to RingCentral.

This Agreement and Your use of RingCentral's Services are subject to the TOS. RingCentral Office Services, and Glip Services shall also each be considered a RingCentral "Service" as that term is used in the TOS.

If You choose to participate in RingCentral's Phone Lease Program, Your rental of any phones and related equipment shall be subject to the terms and conditions of the RingCentral Phone Lease Program and Rental Agreement, available at <http://www.ringcentral.com/legal/lease-rental.html>. The Phone Lease Program is offered and available to United States Residents only. You must agree to an Initial Term of at least twenty-four (24) months, and a Renewal Term of at least twelve (12) months to be eligible to participate in the Phone Lease Program.



By signing below, the Customer hereby agrees to and accepts all of the terms and conditions of this Agreement, including but not limited to the Initial Term, Renewal Term, Payment Schedule, and the initial Plan Services (including Office and Glip Plans) indicated in Table 1 of the section entitled "Summary of Service" above.

Please Sign Below

City of Dania Beach, FL

RingCentral, Inc.

By:

A blue ink signature of Robert Baldwin.

By:

Ryan Azus

Name:

Robert Baldwin

Name:

Ryan Azus

Title:

City Manager

Title:

SVP, Sales

Date:

Date:



FIRST AMENDMENT TO THE RINGCENTRAL OFFICE AND GLIP PLAN PURCHASE AGREEMENT

This First Amendment to the RingCentral Office and Glip Plan Purchase Agreement (this "**First Amendment**"), amends the RingCentral Office and Glip Plan Purchase Agreement for RingCentral Office Services (the "**Office Plan**") and Glip Services (the "**Glip Plan**") (together, the "**Plan Services**"), (by and between **City of Dania Beach, Florida** ("**Customer**" or "**You**") and RingCentral, Inc. ("**RingCentral**"), dated _____ (the "**Agreement**"). The Parties agree to amend the Agreement as follows. Capitalized terms not defined herein shall have the same meanings as set forth in the Agreement or TOS, as applicable.

1. The Professional Services Agreement attached hereto as Exhibit A (the "**PS Agreement**") is hereby agreed to by the Parties and incorporated by reference and made a part of the Agreement.
2. Subject to the modifications set forth in this First Amendment, the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have each caused this First Amendment to be signed and delivered by its duly authorized representative as of the date Customer signs below (the "**First Amendment Effective Date**").

Customer

RingCentral

City of Dania Beach, Florida

RingCentral, Inc.

By _____

By _____

Name: Robert Baldwin

Name: _____

Title: City Manager

Title: Area Vice President - Sales

Date: _____

Date: _____

6/26/2018



EXHIBIT A

RINGCENTRAL PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "PS Agreement") is a part of the Office and Glip Plan Purchase Agreement (the "**Agreement**") that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Professional Services to Customer.

In the event of any conflict between the provisions of the Agreement and the provisions of this PS Agreement, such provisions of this PS Agreement will prevail.

1. Service Overview

RingCentral shall provide the implementation, installation, consulting, configuration services and other professional services ("**Professional Services**") as described and agreed upon in writing between the parties pursuant to a statement of work ("**Statement of Work**" or "**SOW**"). The professional services may include the creation and delivery of customized software, documentation or other work product ("**Deliverables**").

2. Project Phases

The Professional Services may be delivered in one or more phases. The SOW will specify the milestone, objectives, Deliverables, Sites, fees and other components that are included in the scope of each phase ("**Project Phase**"). The Professional Services may also be provided on a time and material basis ("**T&M Services**") paid by the hour based on the then current T&M Services hourly rate offered by RingCentral, and calculated on the bases of RingCentral service records. Customer agrees that the delivery, installation, testing, acceptance and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance and payment for the Professional Services under any other Project Phase. Each Project Phase will be billed upon Acceptance, and payment for each Project Phase is due in full within the applicable payment period agreed between the parties and is non-refundable.

3. CUSTOMER SITES AND SITE VISITS

In the event the Parties agree that the Professional Services must be performed at one or more Customer facility(ies) ("**Site(s)**"), the Site(s) will be separately identified in the applicable SOW. Each visit to a separate Customer Site will be considered a separate "**Site Visit**". When so stipulated in the SOW, each Site may constitute a Project Phase. Customer has the following obligations with respect to all Site Visits:

- a. Customer will maintain and ensure safe working conditions at each Site and shall promptly inform the RingCentral project manager of any known hazardous conditions at any Site prior to any visit by RingCentral Personnel.
- b. Customer shall ensure that all Site hardware and network environment meets or exceed the requirements set forth in the Statement of Work and in "RingCentral VoIP Network



Requirements and Recommendations" which can found at:

https://success.ringcentral.com/articles/RC_Knowledge_Article/9233

- c. Customer shall provide RingCentral with all reasonable information, cooperation, and assistance that RingCentral requests in connection with performing the Services, including without limitation providing RingCentral with access to Customer's systems and networks and related system and network administrators. Any failure on the part of Customer to provide the cooperation requested by RingCentral, or to provide the information or hardware and software environment required, may result in the need for a Change Order to contemplate additional fees and extended timelines to accommodate Customer's failure to do so.
- d. Customer shall ensure that at least ten (10) business days prior to a Site Visit or as otherwise agreed in the applicable SOW, the Customer Project Manager shall provide to the RingCentral Project Manager the following information for the Site to be visited:
 - i. a fully completed Site Survey Data form which can be accessed and completed at <http://www.quickbase.com> (Customer will be given a username and password for access to the site upon execution of the applicable SOW);
 - ii. the first and last name, extension number, and email address for delivery of message notification emails of each User for which the Services are to be implemented at the Site and any other information that RingCentral requests to configure the digital lines that are part of such Services to be implemented (this information needs to be in the form of a Microsoft Excel file suitable for use with the Plan Service's bulk configuration utility);
 - iii. written or illustrated diagrams of Customer's current and proposed dial plans and data and call flows; and
 - iv. information related to configurations, equipment, and deployment requirements for the Site, as requested by RingCentral.

4. LATE SITE VISIT CHANGE.

The Parties acknowledge and agree that Customer's cancellation or change of the dates of a Site Visit at any time during the ten (10) business days immediately prior to the date that the Site Visit is scheduled to take place (a "Late Site Visit Change") will cause RingCentral to incur in expenses and losses (including without limitation RingCentral's costs in rescheduling the Site Visit and/or loss of opportunity for other business during the period during which such Site Visit was to take place). Accordingly, Customer agrees that for each Late Site Visit Change, Customer shall incur (at the time of cancellation or change) and be liable for, as liquidated damages, an amount equal to eight (8) hours of RingCentral T&M Services at RingCentral's then-current T&M Services hourly rate (as set forth in the applicable SOW), as well as any Service Expenses (set at \$2,500 per trip) that have already been expended by RingCentral. The Parties acknowledge and agree that this amount is a fair, reasonable, and appropriate pre-estimate of the losses that RingCentral will incur as a result of any single Late Site Visit Change.

5. PROFESSIONAL SERVICES ACCEPTANCE



Each SOW will identify the specific criteria required for the completion of each Project Phase ("**Completion Criteria**"). Unless otherwise agreed between the parties in the SOW, upon RingCentral's completion of the Professional Services for each Project Phase, RingCentral will review the Completion Criteria with Customer and will present to the Customer the Professional Services Project Completion Signoff Form ("**PCF**") for that Project Phase. Notwithstanding anything to the contrary in this PS Agreement or any SOW, RingCentral's obligations under any Project Phase are deemed accepted and the Professional Services under such Project Phase shall be considered completed in full and billable upon any of the following ("**Acceptance**"):

- a. Customer executes the PCF.
- b. If RingCentral presents Customer with the PCF and the Customer fails to execute the PCF within three (3) days, unless the Customer provides to RingCentral, within those three (3) days, with a detailed description of the items that are outstanding or that are materially non-conforming with the Completion Criteria applicable to the specific Project Phase. If RingCentral timely receives a rejection notice, then RingCentral will complete or re-perform any portion of the non-conforming Professional Services, and re-submit the PCF for the Project Phase to the Customer for Acceptance as described above. If RingCentral timely receives from the Customer a second rejection notice, and RingCentral, in its reasonable discretion determines that the Professional Services for the Project Phase were properly completed in accordance with the Completion Criteria, the Project Phase will be deemed to have been Accepted.
- c. **Production Use:** Unless otherwise agreed in writing between the parties, production use will constitute Acceptance for all purposes of this PS Agreement.
- d. In the event of termination of the applicable SOW as set forth below.
- e. **T&M Services.** Acceptance for T&M Services is deemed accepted upon performance.

6. PAYMENT

- a. The SOW will set forth the fees that the Customer will pay to RingCentral for each Project Phase, and the rates for T&M Services. Customer will compensate RingCentral fees and expenses for the Services as set forth in the applicable SOW. Customer acknowledges and agrees that all fees and charges shall be due and payable without any deduction, withholding, or offset of any kind, including without limitation for any levy or tax.
- b. **Invoicing and Payment of Professional Services fees.** Except to the extent otherwise provided in an SOW, all amounts due under this PS Agreement for Professional Services other than T&M Services, shall be invoiced upon Acceptance of each Project Phase. T&M Services will be invoiced Monthly in arrears. The payment term for each invoice is set forth in the Agreement.
- c. **Service Expenses.** In addition to the fees and expenses set forth in the applicable SOW, Customer agrees to reimburse RingCentral for its fixed travel, meal, and lodging expenses incurred in connection with any Site Visit ("**Service Expenses**"). Travel, meal, and lodging expenses shall be invoiced upon Acceptance of each Project phase, alongside all other amounts due under this PS Agreement, on a per-trip/per resource basis, at a fixed rate of \$2,500 per trip. RingCentral shall, after Customer request, provide information verifying the deployment of on-site resources, but all invoices regarding Service Expenses shall only reference the fixed cost mentioned above, as applicable.



- d. **Additional Fees.** Customer agrees to incur and be liable for any additional fees or other amounts provided for in this PS Agreement or the applicable SOW. These Additional fees may include, but are not limited to the following:
 - i. For any additional Site Visit(s) not included in the SOW, the Customer agrees to pay on a T&M Services basis, with a minimum fee equal to eight (8) hours of RingCentral per day at RingCentral's then-current T&M Services hourly rate.
 - ii. Customer agrees to pay a reschedule fee of five hundred dollars (\$500.00) for any Site Visit that must be rescheduled without at least ten (10) business days' notice to RingCentral.
- e. **Full Statement of Conditions for Customer Payment Obligations.** In no event shall Customer's incurring of or obligation to pay any amount under this PS Agreement be contingent on or tied in any way to the occurrence of any event not specifically identified in this PS Agreement, as such a condition with respect to such amounts.

7. Changes to SOWs

Changes to any applicable SOW shall be made only in a mutually executed written change order between RingCentral and Customer (a "**Change Order**"), outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by RingCentral in its reasonable discretion. RingCentral shall have no obligation to commence work in connection with any Change Order until the Change Order is agreed upon by both Parties in writing. RingCentral has no obligation to provide any Professional Services outside the scope of an SOW.

8. Term and Termination

- a. **Term.** This PS Agreement shall remain in effect for as long as the Agreement is in effect, unless terminated in accordance with this Section.
- b. **Termination.** Either Party may terminate this PS Agreement, in whole or in part, with thirty (30) days' advance written notice to the other Party. Unless otherwise specified in the termination notice, the termination of one SOW or Project Phase shall not necessarily result in the termination of, or otherwise affect, any other SOW or Project Phase.
- c. **Effect of Termination.** In the event that this PS Agreement, a SOW, or a Project Phase is terminated, in whole or in part, for any reason other than for RingCentral's material breach of this PS Agreement, Customer shall be obligated to pay RingCentral for:
 - i. any Professional Services and T&M Services that have been rendered up until the effective date of the termination;
 - ii. all applicable Service Expenses incurred; and
 - iii. (50%) of the fees for any other Professional Services not yet performed, due under the Project Phase(s) being cancelled.
- d. **Post-Termination Notice Wrap-Up.** Upon receiving or providing notice of termination of this PS Agreement, RingCentral shall be relieved of and excused from any obligation to continue to perform Services or to perform under any then-current SOWs or Project Phase, as the case may be, but shall have the right to elect in its sole discretion to continue to perform such Services in the period prior to the applicable SOW's or Project Phase, as the case may be, termination.



- e. **Obligations Upon Termination.** Upon termination of this PS Agreement, Customer will promptly destroy or, at RingCentral's request, return to RingCentral, all RingCentral Confidential Information in their possession, including deleting or rendering unusable all electronic files and data that contain RingCentral Confidential Information, and will provide RingCentral with certification of compliance with this subsection.

IN PROCESS

RingCentral Professional Services

Statement of Work for Implementation Services

This RingCentral Professional Services Statement of Work for Professional Services (this "**SOW**") is executed by RingCentral, Inc. ("**RingCentral**"), and City of Dania Beach (the "**Customer**") pursuant to, and is subject to, the RingCentral PS Agreement executed by Customer and RingCentral on or about June 20, 2018 (the "**PS Agreement**"). Capitalized terms used in this SOW but not otherwise defined shall have the respective meanings given to them in the PS Agreement.

Customer:	City of Dania Beach
Quote/SOW Number:	U2018-00629412
Labor Cost:	\$4,550.00

Project Phases:

- **Single Phase Project**

	Scope of the Phase	Value	Completion Criteria
Phase	All the Professional Services described in this SOW.	Same as Labor Cost. (Plus Taxes).	Completion of all Professional Services described in this SOW.

The following activities shall be performed in accordance with this Statement of Work and the PS Agreement at the location(s) and for the number of Users and Sites indicated in the attached Appendices:

- 1. Assignment of a designated Project Manager ("PM")** – The RingCentral PM will act as Single Point of Contact (SPOC) for delivery services following the Project Management Institute (PMI) standard methodology. The RingCentral Project Manager will be responsible for the following activities in connection with this Statement of Work (SOW):

- Internal and external kickoff session hosted by RingCentral;
- Defining project tasks and personnel requirements;
- Completing resource assignment and scheduling in alignment with project schedule;
- Set up of project documentation and timelines in collaboration with designated Customer SPOC;
- Identifying and mitigating project risks and issues;
- Alignment of scope of services with customer expectations during kickoff;
- Developing, reviewing, authorizing, implementing, and managing change requests and interventions (Perform Change Management) to achieve project outputs;
- Facilitating and leading regular status update meetings, prioritizing projects and conducting planning sessions with team members, project sponsors, and Customer steering committees, as applicable; and
- Performing closure procedures at the conclusion of project activities.

2. RingCentral Planning and Design (“P&D”) and Business Requirements Document (“BRD”) review –

During this process, the Customer engages its subject matter experts (SME’s) to define, capture, record, and review the existing Customer environment and design for the future-state Customer solution. The locations and number of users involved in the Planning and Design process are set forth in Appendix B. The RingCentral PM will be responsible for introducing the Business Requirements Document to the Customer. The BRD is a form that should be filled out by the Customer Project Manager with the assistance of the RingCentral Project Manager during this Planning and Design stage. A RingCentral Deployment Architect will review the completed BRD form with the Customer to clarify any design questions and ensure a smooth transition. The fully reviewed BRD is signed off by RingCentral’s Project Manager and Customer’s Project Manager prior to moving to deployment. Any changes to the fully executed BRD will require a Change Order and may subject to additional fees. Data captured may include, but is not limited to, the following:

- Customer Site Information;
- User Upload;
- Data collection for End-User Training;
- Data collection for Administrator Training;
- Porting data;
- Call Flow – Current state and future state desires;
- Deployment Overview;
- Go-Live Readiness Report Card;
- Any/all other relevant information to fully understand the customer’s phone system’s current state;
- Any items deemed outside standard delivery requirements may incur fees via Change Order, or may fall outside of the Professional Services SOW.

Delay in completing and returning Customer documentation may result in an adjustment of project timeline and additional fees.

3. Network Readiness Assessment – This will provide the Customer with one (1) assessment of the one (1) site of the customers choosing between RingCentral and the Customer’s network. Additional site assessments can be purchased should the customer require it. RingCentral’s Solution Architect will provide the following:

- Network Requirements and Recommendations;
- Probe Installation Guide;
- Assistance with probe installation and connection with RingCentral cloud probes;
- Early feedback on collected measurement results and network configuration suggestions during 5 business days of probe operation;
- Presentation of measurement results and final network improvement recommendations;
- Documented report containing results and recommendations.

If you are shipped a hardware probe for the RingCentral network assessment there will be a \$500.00 charge to your RingCentral account if the probe is not returned within 10 business days following the completion of the network assessment tests.

4. RingCentral User Interface (“UI”) Build Out – RingCentral will remotely configure the user interfaces in the system (“UI Build Out”) based on the specifications agreed between the parties in the BRD. The

UI Build Out will include the features and applications listed in this section, for up to the number of Users and the locations set forth in Appendix C. Additional Users and locations not listed in Appendix C are subject to additional fees via Change Order. Customization of user endpoints are not included in standard UI Build Out including, but not limited to presence, intercom, forwarding, or speed dials. The UI Build Out will include:

- Core Office scripting and UI administration
 - Users – This portion of the UI Build Out includes the following:
 - Extension Number;
 - First Name;
 - Last name;
 - Email address; and
 - E911 Address (Customer shall verify that this address is correct in the system within twenty-four (24) hours of notification by RingCentral Personnel that the UI Build Out is complete.)
- Auto Attendant - This portion of the UI Build Out includes the following (as agreed upon and documented in the BRD):
 - Configuration of the Call Flows for the routing of calls during business hours including the setup of Auto Receptionist features, routing and/or IVR menu creation, and the Advanced Rules setup needed for routing menus; and
 - Configuration of the Call Flows for the routing of calls after business hours including the setup of Auto Receptionist features, routing and/or IVR menu creation, and the Advanced Rules setup needed for routing menus.
- Call Routing - This portions of the UI Build Out includes the following (as agreed upon and documented in the BRD):
 - Configuration of the groups to be used for call routing including Virtual Extensions, Call Queue Groups, Message and Announcement Only Extensions.

5. RingCentral Deployment – This stage of the project, will provide technical resources for testing, staging, and deployment of RingCentral phones for digital lines in the locations listed in Appendix A (“Sites”). All travel and expenses (“Service Expenses”) will be billed to the Customer Monthly in arrears. Additional users, Sites, and Sites Visits not listed in Appendix A are subject to additional fees via Change Order.

- Up to Five (5) one (1) hour end user training sessions for customer provided “train the trainer” capability plus recordings from those sessions and RingCentral University access

6. Training – RingCentral Professional Services will provide resources to complete the following:

Admin Training - RingCentral Professional Services will provide resources to complete the following:

- Up to three (3) hours of remote Admin training
- Sessions cover the following:
 - Building, activating, disabling and deleting users;
 - Manage user settings with role, templates, and user groups (if applicable);
 - End user portal, phone system admin, system company info, caller ID, and directory assistance;

- Managing phones and numbers including assisted provisioning;
- Call flow management;
- Reports and call logs;
- RingCentral applications (Glip, Meetings, Desktop, Mobile - if applicable); and
- Familiarization with Support/Training/Help resources
- Session recordings are included at no additional cost
- Online, self-service Admin training included via RingCentral University at no additional cost
- Additional Admin sessions available at an additional cost via change request
- Custom Admin training, documentation, and videos available at an additional cost via change request

End User Training - RingCentral Professional Services will provide resources to complete the following:

- Up to (x) one (1) hour remote End User training sessions
 - Note: The number of End User sessions is calculated based on digital lines (DL). Each DL is equivalent to one end user. Each session can accommodate up to 50 end users.
- Sessions cover the following:
 - Account activation;
 - Extension Settings;
 - Desk phones - standard configuration (custom configuration training is available with prior notice);
 - RingCentral applications (Glip, Meetings, Desktop, Mobile - if applicable); and
 - Familiarization with self-service Help resources
- Session recordings are included at no additional cost
- Online, self-service End User training included via RingCentral University at no additional cost
- Additional End User sessions available at an additional cost via change request
- Custom End User training, documentation, and videos available at an additional cost via change request

7. Customer Responsibilities – The Customer is responsible for aspects not specifically included in this Statement of Work. Out of scope items include:

- The customers LAN/WAN infrastructure;
- Network minimum requirements for RingCentral as a Service model;
 - Quality of Service (QoS) configuration;
 - Firewall or Access Control List (ACL) configuration;
 - Power over Ethernet (POE) port activation / configuration;
- Telephone Number Porting;
- Configuration and software installation on customer PCs;
- Overhead paging;
- Postage Machines;
- Credit Card or Point of Sale (POS) Machines;
- Door buzzer or Automatic Door Controller;
- Third party SIP phones;
- Headsets;
- Analog Devices.

8. Customer's Telephone Number Porting –The Customer is responsible for the telephone number porting. Customer and RingCentral agree that RingCentral is not responsible for the portability of any individual number or group of numbers and the sign-off the Professional Services Project Completion

Signoff Document shall not be withheld by Customer for delays in the porting of the numbers. Notwithstanding the above, the RingCentral Project Manager, upon Customer request, shall assist the Customer with this responsibility by performing the following tasks for each Site:

- The RingCentral Project Manager shall assist the Customer with the initial submission of port requests and shall assist in up to three (3) rejections/resubmissions per location or 90 days from submission, whichever occurs first;
- Any additional port rejections will be the responsibility of the Customer;
- Customer shall provide RingCentral all appropriate Letters of Authorization ("LOA"'s), billing information, and authorized signer for each location;
- Porting submissions will include numbers mapped to correct route as "company" numbers or Direct Dial phone numbers;

9. **Delays** - Any delays in the performance of consulting services or delivery of deliverables caused by Customer may result in additional charges for resource time and additional Service Expenses.

10. **Project Phasing.** - The Professional Services may be delivered in one or more phases as set forth in this SOW. This SOW describes the milestones, objectives, Deliverables, Sites, fees and other components that are included in the scope of each phase ("Project Phases"). The Professional Services may also be provided on a time and material basis ("T&M Services") paid by the hour based on the then current T&M Services Hourly Fee offered by RingCentral, and calculated on the bases of RingCentral service records. Customer agrees that the delivery, installation, testing, acceptance and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance and payment for the Professional Services under any other Project Phase. Each Project Phase will be billed upon Acceptance, and Payment for each Project Phase is due in full within the applicable payment period agreed between the parties and is non-refundable.

IN WITNESS WHEREOF, the Parties have executed this RingCentral Professional Services Statement of Work for Implementation Services below through their duly authorized representatives.

Customer

City of Dania Beach

By: 

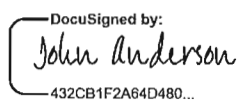
Name: Robert Baldwin

Title: City Manager

Date: _____

RingCentral

RingCentral, Inc.

By: 

Name: John Anderson

Title: Area Vice President - Sales

Date: 6/26/2018

RingCentral Professional Services
Statement of Work for Professional Services
Appendix A
Sites

Site	Address	Rate per Site	Service Expenses	Number of Users.	Number of Visits
Dania Beac	100 West Dania Beach BlvdDania Beach FL, 33004	\$4,550.00	N/A	91	0

RingCentral Professional Services
Statement of Work for Professional Services
Appendix B
Planning and Design Location

Planning and Design Location Address(s):	Up to # of Users
Remote	91

RingCentral Professional Services
Statement of Work for Professional Services
Appendix C
Build Out Locations

RingCentral Build Out Location Address(s):	Up to # of Users
100 West Dania Beach BlvdDania Beach FL, 33004	91

RingCentral, Inc.
CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BUSINESS INFORMATION

Title (DBA): City of Dania Beach		Start Date: 5/25/2018
Company Name: City of Dania Beach		
Phone: 954-924-6800	Fax:	Email: jhusosky@daniabeachfl.gov
Registered Company Address: 100 W Dania Beach Blvd		
City, State, Zip Code: Dania Beach FL, 33004		
DUNS #:	() EIN or () SSI Number:	Tax Exempt: () Y or () N
Constitution: Sole Proprietorship () Partnership () Limited Liability Partnership () Private Limited Company () Other: ()		
Primary Business Address (if different from above):		
City, State, Zip Code:		
How long at current address?	Landlord Name:	Landlord Phone:

ACCOUNTS PAYABLE CONTACT INFORMATION

Contact Name: Robert Baldwin		
Phone: 954-924-6800	Fax:	Email: jhusosky@daniabeachfl.gov
Accounts Payable Address (if different from above):		
City, State, Zip Code:		

BANKING INFORMATION

Bank Name:	Account Number:	Account Type: () Checking or () Savings
Phone:	Fax:	Email:
Bank Address:		
City, State, Zip Code:		

TRADE REFERENCE

Company Name:	Address:	Phone & Fax:	Email:

AGREEMENT

1. Statements / Invoices will be delivered electronically to the Accounts Payable Contact email address, noted above, on the invoice date.
2. Customers shall pay all properly submitted and undisputed invoices within thirty (30) days from invoice date.
3. Customer must notify RingCentral at invoicebilling@ringcentral.com of disputes arising from invoices in writing within fifteen (15) days of invoice.
4. Any undisputed amount not paid when due shall bear interest from the due date until paid in full at the lesser of 18% per annum, or the maximum amount allowed by law. Undisputed amounts unpaid on or before the agreed upon payment term on the invoice may lead to service interruption.
5. If business entity is tax-exempt, include a valid certificate of exemption with this credit application. Tax-exemption takes effect from validation of certificate by RingCentral.
6. By submitting this application, you authorize RingCentral, Inc. to make inquiries into the banking and business/trade references that you have supplied.
7. You have read RingCentral's User License and Terms of Service Agreement (<http://www.ringcentral.com/legal/eulatos.html>) and agree to the terms and conditions outlines therein.
8. Terms and Conditions stated in this application supersede any subsequent purchase order.

SIGNATURE

Name: Robert Baldwin	Signature: 
Title: City Manager	
Date:	

*Please note that Banking Information and Trade References can be provided as a separate document.

*Please return complete, dated and signed credit application, along with any application related forms to your Sales Representative.

RingCentral, Inc.
 20 Davis Dr.
 Belmont, CA 94002

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVE THE RESOLUTION DECLARING CERTAIN INFORMATION TECHNOLOGY EQUIPMENT TO BE OBSOLETE, SURPLUS AND OF NO FURTHER USE TO THE CITY OF DANIA BEACH AND DECLARING THE INTENT OF THE CITY TO DISPOSE OF THE SAME AT THE DIRECTION OF THE CITY MANAGER.

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

Memorandum, Resolution, Exhibit A – Surplus Property List



CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

DATE: May 10, 2022

TO: Honorable Mayor and Commissioners

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

FROM: Frank L. DiPaolo, Finance Director

RE: **Approval of a resolution declaring certain information technology equipment to be obsolete, surplus and of no further use to the City of Dania Beach and declaring the intent of the City to dispose of the same at the direction of the City Manager**

Request

The Finance Department is requesting approval of a resolution declaring certain information technology equipment to be obsolete, surplus and of no further use to the City of Dania Beach and declaring the intent of the City to dispose of the same at the direction of the City Manager.

Background

The City of Dania Beach has purchased various information technology related equipment (the "Equipment") over the years. The Chief Financial Officer and Information Technology Division Director recommend disposal and, in some circumstances, auction sale of the Equipment due to acquisitions of replacement equipment and other technology.

Upon approval of the Resolution, the City Manager is authorized to dispose of such property in any manner or method which is determined to be most financially advantageous to the City.

Attachments

Resolution
Exhibit A – Surplus Property List

Budgetary Impact

Items will be sold at auction and therefore, the proceeds of such auction sale cannot be determined at this time.

Recommendation

Approve the resolution declaring certain information technology equipment to be obsolete, surplus and of no further use to the City of Dania Beach and declaring the intent of the City to dispose of the same at the direction of the City Manager.

RESOLUTION NO. 2022-073

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, DECLARING CERTAIN INFORMATION TECHNOLOGY EQUIPMENT TO BE OBSOLETE, SURPLUS AND OF NO FURTHER USE TO THE CITY OF DANIA BEACH AND DECLARING THE INTENT OF THE CITY TO DISPOSE OF THE SAME AT THE DIRECTION OF THE CITY MANAGER; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach has purchased various information technology related equipment (the “Equipment”) over the years; and

WHEREAS, the Chief Financial Officer and Information Technology Division Director recommend disposal and, in some circumstances, auction sale of the Equipment due to acquisitions of replacement equipment and other technology;

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

Section 1. That the City Commission approves the recommendation for the surplus and disposal of the Equipment as referenced in Exhibit “A”, a copy of which is attached to and is made a part of this Resolution by this reference, and which Equipment is no longer required for service and is declared to be obsolete, surplus and of no further use to the City of Dania Beach.

Section 2. That the City Manager is authorized by the City Commission to dispose of such property in any manner or method which is determined to be most financially advantageous to the City.

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

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

PASSED AND ADOPTED on May 10, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

Computers

[illegible]

Computers

Service Tag	Ship Date	Model	Obsolete	Auction
		Vostro 200	Y	
		Vostro 200	Y	
		Vostro 200	Y	
		Vostro 200	Y	
		Vostro 200	Y	
		Vostro 200	Y	
		Vostro 200	Y	
		Vostro 200	Y	
		Vostro 220s	Y	
		Vostro 220s	Y	
		Vostro 220s	Y	
		Vostro 220s	Y	
		Vostro 220s	Y	
		Vostro 220s	Y	
		Vostro 220s	Y	
		Vostro 220s	Y	
		Vostro 220s	Y	
		Vostro 220s	Y	
		Vostro 220s	Y	
		Vostro 220s	Y	
		Vostro 220s	Y	
		Vostro 220s	Y	
B370N22	19-Oct-14	Inspiron 3847		Y
AT6W1	17-Dec-06	Acer TC780		Y
8X78202	9-Apr-14	Inspiron 3847		Y
004507590553		Surface pro 8		Y
55351230853		Surface pro 8		Y
CVXVT52	4-Sep-15	Inspiron 3847		Y
90PYX12	6-Aug-14	Inspiron 3847		Y

Laptops

Serial Number	Start Date	Model	Obsolete	Auction
2CE3330L23	16-Aug-13	HP ProBook 4540s Notebook PC	Y	
2CE3370N32	13-Sep-13	HP ProBook 4540s Notebook PC	Y	
2CE2392FDH	30-Sep-12	HP ProBook 4540s Notebook PC	Y	
2CE3330L2B	16-Aug-13	HP ProBook 4540s Notebook PC	Y	
2CE333054W	16-Aug-13	HP ProBook 4540s Notebook PC	Y	
2CE2392DXY	30-Sep-12	HP ProBook 4540s Notebook PC	Y	
2CE3322CNR	14-Aug-13	HP ProBook 4540s Notebook PC	Y	
2CE3370NH4	14-Sep-13	HP ProBook 4540s Notebook PC	Y	
2CE2393C2H	30-Sep-12	HP ProBook 4540s Notebook PC	Y	
2CE3371BKJ	14-Sep-13	HP ProBook 4540s Notebook PC	Y	
2CE3370LKY	13-Sep-13	HP ProBook 4540s Notebook PC	Y	
2CE2490RPZ	8-Mar-13	HP ProBook 4540s Notebook PC	Y	
2CE3330528	16-Aug-13	HP ProBook 4540s Notebook PC	Y	
		HP ProBook 4540s Notebook PC	Y	
		HP ProBook 4540s Notebook PC	Y	
		HP ProBook 4540s Notebook PC	Y	
		HP ProBook 4540s Notebook PC	Y	
		HP ProBook 4540s Notebook PC	Y	
		HP ProBook 4540s Notebook PC	Y	
		Acer	Y	
		Acer	Y	
		Acer	Y	

Monitors

[illegible]

Monitors

Model Number	Brand	Manufacture Date	Obsolete	Auction
173FPT	DELL	2010	Y	
173FPT	DELL	2010	Y	
173FPT	DELL	2010	Y	
173FPT	DELL	2010	Y	
173FPT	DELL	2010	Y	
173FPT	DELL	2010	Y	
173FPT	DELL	2010	Y	
173FPT	DELL	2010	Y	
173FPT	DELL	2010	Y	
173FPT	DELL	2010	Y	
173FPT	DELL	2010	Y	
173FPT	DELL	2010	Y	
173FPT	DELL	2010	Y	
173FPT	DELL	2010	Y	
173FPT	DELL	2010	Y	
1740	HP			Y
OY858D	Dell			Y
HT231	Hanspree			Y
S22C200NY	Samsung			Y

Servers

Model Number	Brand	Obsolete	Auction
PowerEdge R620	Dell		Y
PowerEdge R620	Dell		Y
PowerEdge R630	Dell		Y
PowerEdge R630	Dell		Y
PowerEdge R630	Dell		Y
PowerEdge R720	Dell		Y
EqualLogic PS6100	Dell		Y
EqualLogic PS4000	Dell		Y
Message Archiver	Barracuda		Y

Switches

Model Number	Brand	Obsolete	Auction
6224 Power Connect	Dell		Y
6224 Power Connect	Dell		Y
6224 Power Connect	Dell		Y
SG1016PE	TP-Link		Y
Prosafe G5748T	Netgear		Y
GS308	Netgear		Y
GS308	Netgear		Y
GS308	Netgear		Y
GS308	Netgear		Y
SF-1008D	TP-Link		Y
SF-302-08PP	Cisco		Y
PE6108G	Netis		Y
LGS318P	Netgear		Y
TE100-S16Eg	Trendnet		
J9028B	HP PROCURVE		
GS2024P	Buffalo	Y	
J9028b	HP Procurve	Y	
DR601	D-Link		Y
GS752TPP	Netgear		Y
GS728TPP	Netgear		Y
EF3124	Linksys	Y	
EF3116	Linksys	Y	
SG1016PE	TP-Link		Y
SG2428P	TP-Link		Y
EF3124	Linksys	Y	

Printers

[illegible]

Miscellaneous

Model Number	Brand	Obsolete	Auction
HD60s	Elgato		Y
HD60s	Elgato		Y
WYZZEC2	CAM V2		Y
WYZZEC2	CAM V2		Y
WYZZEC2	CAM V2		Y
WYZZEC2	CAM V2		Y
NVS-30	DATA VIDEO		Y
NVS-30	DATA VIDEO		Y
B800FS	DATA ROBOTICS		Y
A30	ALCATEL TABLET		Y
A30	ALCATEL TABLET		Y
A30	ALCATEL TABLET		Y
A30	ALCATEL TABLET		Y
A30	ALCATEL TABLET		Y
A30	ALCATEL TABLET		Y
MINI	KEYBOARD		Y
MINI	KEYBOARD		Y
MINI	KEYBOARD		Y
MINI	KEYBOARD		Y
MINI	KEYBOARD		Y
MINI	KEYBOARD		Y
MINI	KEYBOARD		Y
WCB3000N	COAX CABLE CONNECTOR		Y
WCB3000N	COAX CABLE CONNECTOR		Y
WCB3000N	COAX CABLE CONNECTOR		Y
WCB3000N	COAX CABLE CONNECTOR		Y
WCB3000N	COAX CABLE CONNECTOR		Y
WCB3000N	COAX CABLE CONNECTOR		Y
SCG641	SAMSUNG SMARTDOME		Y
SCG642	SAMSUNG SMARTDOME		Y
MR12	MERAKI		Y
FJ5530C	Fujitsu	Y	
FJ5530C	Fujitsu	Y	
AP	Linksys	Y	
506E	Cisco Pix Firewall	Y	
H120LAN	Linkstation	Y	
AP	Ubiquiti	Y	
AP	Ubiquiti	Y	
AP	Ubiquiti	Y	
AP	Ubiquiti	Y	
AP	Ubiquiti	Y	
AP	Ubiquiti	Y	
AP	Ubiquiti	Y	
AP	Ubiquiti	Y	
AP	Ubiquiti	Y	
AP	Ubiquiti	Y	

Miscellaneous

Model Number	Brand	Obsolete	Auction
AP	Ubiquiti	Y	
AP	Ubiquiti	Y	

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE”, (1) PART 2, ENTITLED “SITE DEVELOPMENT REGULATIONS,” ARTICLE 265, ENTITLED “OFF-STREET PARKING REQUIREMENTS” AT 265-92, ENTITLED “PAYMENT IN-LIEU OF PROVIDING OFF-STREET PARKING” IN ORDER TO MODIFY THE OFF-SITE PARKING PAYMENT IN LIEU AMOUNT; (2) AMENDING PART 5, ENTITLED “SITE DEVELOPMENT REGULATIONS,” ARTICLE 505, ENTITLED “SIGNAGE REGULATIONS”, AT SECTIONS 505-20, ENTITLED DEFINITIONS, SECTION 505-40, ENTITLED “DETAILED SIGN STANDARDS”, SECTION 505-50, ENTITLED “PROHIBITED SIGNS” TO STRIKE SUPERGRAPHICS AND TO ADD MURALS; SECTION 505-90, ENTITLED “SIGNAGE REGULATIONS FOR THE MIXED-USE CRA FORM-BASED ZONING DISTRICTS (CC, SFED-MU, EDBB-MU, GTWY-MU, NBHD-MU)”, AND SECTION 505-170, ENTITLED “NONCONFORMING SIGNS”, TO REMOVE REFERENCE TO SUPERGRAPHICS AND TO INCLUDE MURALS; AND (3) PART 6, ENTITLED “DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS,” AT ARTICLE 635, ENTITLED “SITE PLANS”, AT SECTION 635-50, ENTITLED “SITE PLAN DATA REQUIREMENTS”, TO REQUIRE A SHADOW STUDY AS PART OF THE SITE PLAN REVIEW PROCESS; AND (4) PART 8, ENTITLED “TECHNICAL APPENDIX,” ARTICLE 811, ENTITLED “PUBLIC ART PROGRAM” AT SECTION 811-20, ENTITLED “DEFINITIONS”, AND CREATING SECTION 811-140, ENTITLED “MURAL GUIDELINES”, TO CREATE A DEFINITION FOR MURALS AND PROCEDURES FOR REVIEW OF MURALS

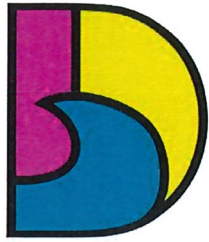
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

TX-029-22 1st Reading SIGNED, O-2022- Text Amendment (TX-029-22) to the LDC Parts 2, 5, 6, and 8, TX-029-22 Signed Application



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

DATE: May 10, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Assistant Director

SUBJECT: **TX-029-22:** The applicant, City of Dania Beach, is requesting a text amendment to several code provisions identified in the City's Land Development Code. (FIRST READING).

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania
Beach, ou=City Manager
email=candido.sosa@danibeachfl.gov, c=US
Date: 2022.04.26 14:07:49 -0400

Request

TEXT AMENDMENT

1. To amend the payment in-lieu of parking program to revise the cost per parking space as identified in the City's Land Development Code (LDC), Section 265-92.
2. To delete the definition for the term supergraphics sign, as identified in the City's LDC, Section 505-40(M).
3. To delete reference to supergraphic in the City's LDC, Section 505-50(R).
4. To correct a scrivener's error by referencing the correct provision in the City's LDC, Section 505-90(B).
5. To amend painted wall provision to reference application section and eliminating reference to supergraphic signs in the City's LDC, Section 505-170(B)(c).
6. To add shadow study to the list of site plan application requirements as identified in the City's LDC, Section 635-50(E).
7. To add a definition for mural in the City's LDC, Section 811-20.
8. To add mural guidelines by creating a new section the City's LDC, Section 811-140, entitled 'Mural guidelines'.

PUBLIC HEARING NOTICE

This item was duly advertised, posted and noticed pursuant to Article 610 of the LDC.

BACKGROUND

On September 14, 2010, the City Commission approved the City's new Land Development Code (LDC) referred to as OneCode. As staff continues to use the new regulations, scrivener's errors, inaccuracies and vague, imprecise or ambiguous language continues to emerge, some of which staff is proposing to address at this time. In addition, over time any set of regulations becomes antiquated unless periodically updated.

TEXT AMENDMENT

The following amendments to the Unified LDC are proposed:

1. Payment in-lieu of parking.

This amendment would increase the cost of payment in-lieu for parking from \$6,500 to \$30,000 per parking space. The original price of \$6,500 was established in 2010 when cost for construction was less. The price increase proposed in this ordinance reflects the average cost to construct a parking space in today's market, including land and construction costs.

2. Supergraphic.

Staff is proposing to eliminate the term 'supergraphic' and replace it with the term 'mural'. This amendment will eliminate the supergraphic definition in the sign code section of the City's LDC.

3. Supergraphic.

Staff is proposing to eliminate the term 'supergraphic' and replace it with the term 'mural' This amendment will eliminate reference to supergraphics in the LDC

4. Sign

This change is to correct a scrivener's error by referencing the correct provision in the City's LDC to reference monument sign regulations.

5. Painted signs

Staff is proposing to eliminate the term 'supergraphic' and replace it with the term 'mural' This amendment will eliminate reference to supergraphics in the painted sign provisions of the LDC, as well as correct the section referenced for exemptions.

6. Shadow study

This amendment will add a shadow study to the list of site plan application requirements identified in the City's LDC.

7. Mural definition

The introduction of murals to our LDC starts with defining this term, which is proposed in this ordinance.

8. Mural guidelines

Establishing mural guidelines in the LDC will identify eligibility, the approval process, design guidelines, mural requirements as well as maintenance responsibilities.

Budgetary Impact

The proposed ordinance will crease the payment in lieu of parking from \$6,500 to \$30,000 thereby providing the potential for increasing the city's parking fund.

PLANNING AND ZONING BOARD RECOMMENDATION

On April 20,2022, the Planning and Zoning Board recommended approval of this ordinance.

Recommendation

Approve the ordinance on first reading.

ORDINANCE NO. 2022-020

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED "LAND DEVELOPMENT CODE", (1) PART 2, ENTITLED "SITE DEVELOPMENT REGULATIONS," ARTICLE 265, ENTITLED "OFF-STREET PARKING REQUIREMENTS" AT 265-92, ENTITLED "PAYMENT IN-LIEU OF PROVIDING OFF-STREET PARKING" IN ORDER TO MODIFY THE OFF-SITE PARKING PAYMENT IN LIEU AMOUNT; (2) AMENDING PART 5, ENTITLED "SITE DEVELOPMENT REGULATIONS," ARTICLE 505, ENTITLED "SIGNAGE REGULATIONS", AT SECTIONS 505-20, ENTITLED DEFINITIONS, SECTION 505-40, ENTITLED "DETAILED SIGN STANDARDS", SECTION 505-50, ENTITLED "PROHIBITED SIGNS" TO STRIKE SUPERGRAPHICS AND TO ADD MURALS; SECTION 505-90, ENTITLED "SIGNAGE REGULATIONS FOR THE MIXED-USE CRA FORM-BASED ZONING DISTRICTS (CC, SFED-MU, EDBB-MU, GTWY-MU, NBHD-MU)", AND SECTION 505-170, ENTITLED "NONCONFORMING SIGNS", TO REMOVE REFERENCE TO SUPERGRAPHICS AND TO INCLUDE MURALS; AND (3) PART 6, ENTITLED "DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS," AT ARTICLE 635, ENTITLED "SITE PLANS", AT SECTION 635-50, ENTITLED "SITE PLAN DATA REQUIREMENTS", TO REQUIRE A SHADOW STUDY AS PART OF THE SITE PLAN REVIEW PROCESS; AND (4) PART 8, ENTITLED "TECHNICAL APPENDIX," ARTICLE 811, ENTITLED "PUBLIC ART PROGRAM" AT SECTION 811-20, ENTITLED "DEFINITIONS", AND CREATING SECTION 811-140, ENTITLED "MURAL GUIDELINES", TO CREATE A DEFINITION FOR MURALS AND PROCEDURES FOR REVIEW OF MURALS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted Section 265-92 of the Land Development Code entitled "Payment in Lieu of Providing Off-Street Parking," to provide property owners and applicants alternatives in development, to either provide parking on -site, or to pay into the City's off-street parking program; and

WHEREAS, the cost of constructing a parking space has increased, and the payment amount to the City's "in-lieu of parking fund" should be updated to keep up with the cost of construction; and

WHEREAS, the City Commission is amending the LDC, at Part 5, entitled "Site Development Regulations," Article 505, entitled "Signage Regulations" at 505-40, entitled "Detailed sign standards" to remove reference to supergraphics and to provide a process for mural review and

WHEREAS, the City Commission desires to amend the LDC, at Part 6, entitled “Development Review Procedures And Requirements,” at Article 635, entitled “Site Plans” to require a shadow study as part of the site plan review process; and

WHEREAS, the City Commission desires to amend the LDC, at Part 8, entitled “Technical Appendix,” Article 811, entitled “Public Art Program” at Section 811-20, Entitled “Definitions”, and to create Section 811-140, entitled “Mural Guidelines”, to create a definition for murals and procedures for review of murals; and

WHEREAS, the proposed amendments are for the benefit of the City and ensure that the City Code is up to date,

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

Section 1. That Chapter 28, entitled “Land Development Code”, Part 2, entitled “Site Development Regulations,” Article 265, entitled “Off-Street Parking Requirements” at 265-92, entitled “Payment In-Lieu Of Providing Off-Street Parking”, is amended as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

Article 265. Off-Street Parking Requirements

* * *

Sec. 265-92. Payment in-lieu of providing off-street parking.

* * *

(B) *Fee calculation.* The amount of the payment to the payment-in-lieu of parking program shall be determined by the average cost to the city for the construction of a parking space in a parking structure on a program wide basis which shall be determined by the director of finance in coordination with the public services director and the community development director. The average cost shall include actual costs and fees for land acquisition, design and planning, legal, engineering, actual construction, and permit review and inspection.

(1) *New construction and substantial improvements, payment in full required.* For new construction and substantial improvements to existing construction as defined in section 725-30, the Payment-in-Lieu of Parking fee shall be satisfied by two (2) equal payments of ~~three fifteen~~ thousand, two hundred fifty dollars (\$~~3,250~~ 15,000.00) per parking space. The first payment shall be made to the community development department prior to issuance of a building permit for a principal building or structure on the lot. The second payment shall be made to the community development department prior to the issuance

of the first certificate of occupancy for a principal building. New construction and substantial improvements to existing construction shall not be qualified to participate in a payment in lieu of parking fee agreement.

- (2) *Existing structures.* When expansion, alteration or rehabilitation, or change of use of an existing structure which does not meet the definition of a substantial improvement to existing construction as defined in section 725-30 results in an increased parking requirement as determined in accordance with the Code ("Existing Structures"), the in-lieu fee shall be satisfied by one of the following methods:
- (a) Two (2) equal payments of ~~three~~ fifteen thousand, ~~two hundred fifty~~ dollars (\$~~3,250~~ 15,000.00) per parking space (certificate of use shall be substituted for certificate of occupancy for change of building use triggering an increase in parking requirements).
 - (b) For applicants qualified for participation in an in-lieu of parking fee agreement, the applicant shall provide payment to the community development department in the amount of at least fifty (50) percent of the amount required by subsection (2)(a) of this section prior to issuance of a certificate of use or certificate of occupancy (whichever occurs sooner), with the remaining balance paid in accordance with subsection (C) of this section. The terms and conditions of the payment plan shall be set forth in an in-lieu of parking fee agreement approved by the director of community development and executed in accordance with section. However, in lieu of continued payments, the in-lieu of parking fee agreement shall provide that a one-time redemption payment may be made at any time for the full amount which remains unpaid under the agreement plus accrued interest.

The amount of this fee shall be reviewed on a yearly basis by the Community Development Department and may be adjusted by the City Commission based on estimates of the actual cost of providing parking spaces.

* * *

Section 2. That Chapter 28, entitled “Land Development Code”, Part 5, entitled “Site Development Regulations,” Article 505, entitled “Signage Regulations” is amended as follows:

Chapter 28

Land Development Code

Part 5 - Site Development Regulations,

Article 505 - Signage Regulations

* * *

Sec. 505-20. Definitions.

~~*Supergraphics sign.* A design or pictorial representation painted on a wall that contains no lettering or business identification, logo, emblem or insignia used as a sign, as a sign is defined in this section.~~

* * *

Sec. 505-40. Detailed sign standards.

* * *

(M) ~~*Supergraphics signs.* Supergraphics signs are a special permitted use on building walls in any zone; provided, however, the design for the supergraphics shall be reviewed and approved by the community development director under the following criteria:~~

- ~~(1) The proposed general design, arrangement, texture, material, colors, lighting, placement and the appropriateness of the proposed sign in relationship to other signs and the other structures both on the premises and in the surrounding areas, and only approve signs which are consistent with the intent, purposes, standards and criteria of the sign regulations;~~
- ~~(2) The number of items (scenes, symbols, shapes) shall be consistent with the amount of information which can be comprehended by the viewer and avoid visual clutter;~~
- ~~(3) The shape of the sign shall not create visual clutter;~~
- ~~(4) The size, style and location of the sign shall be appropriate to the message;~~
- ~~(5) The sign shall complement the building and adjacent buildings by being designed and placed to enhance the architecture;~~
- ~~(6) The sign should be consolidated into a minimum number of elements;~~
- ~~(7) The sign shall be proportional to the size and scale of the building upon which it is placed;~~
- ~~(8) The decision to grant permission for a supergraphics sign shall not be based on the viewpoint or content of the proposed sign. Authorization for the sign shall be in accordance with section 505-190 (signage review, approval process and fees) of this article.~~

* * *

Sec. 505-50. Prohibited signs.

Any sign not specifically permitted, exempted, or authorized by this article is prohibited. It shall be unlawful to erect, cause to be erected, maintain or cause to be maintained any sign described as follows:

* * *

(R) Signs that are painted, pasted, or printed on any curbstone, flagstone, pavement, or any portion of any sidewalk or street, or on any permanent building or permanent structure, excluding ~~supergraphics~~ murals on building walls, and high-quality hand painted signs with dimensions as described in Section 505-90(V)(8).

* * *

Sec. 505-90. Signage regulations for the mixed-use CRA form-based zoning districts (CC, SFED-MU, EDBB-MU, GTWY-MU, NBHD-MU).

* * *

(B) *Sign types allowed.* For each district and street type, the following types of signs are permitted:

✓ = permitted

C = conditionally permitted (i.e., only for certain uses, locations or other qualifications pursuant to the regulations referenced in the left-hand column).

X = not permitted

Sign Type	CC District		SFED-MU, EDBB-MU GTWY-MU Districts		NBHD- MU District
	Street frontage to which sign is oriented				
	Primary Streets	Secondary Streets	Primary Streets	Secondary Streets	All streets
Permanent signs					
Awning, canopy	✓	✓	✓	✓	✓
Directional	✓	✓	✓	✓	✓
Directory	✓	✓	✓	✓	✓
Gallery edge	✓	✓	✓	✓	✓
Incidental information	✓	✓	✓	✓	✓
Marquee [see subsection 505-130(D)]	C	C	C	X	X
Menu, drive-thru	Permitted if not oriented toward, or screened from, any street				
Menu, other	✓	✓	✓	✓	✓
Monument [see subsection 505-90(P O)]	C	X	C	X	X
Private wayfinding [see subsection 505-90(K)]	Permitted, but shall not be oriented to any street				X

* * *

Sec. 505-170. Nonconforming signs.

* * *

(B) *Signs made nonconforming by previous ordinances.* The following provisions from prior ordinances that replaced or amended the city's sign regulations are recited below for informational purposes.

(1) Ordinance No. 25-98 declared the following types of signs to be nonconforming, and required their removal no later than five (5) years from the date of adoption of the ordinance:

(a) All roof signs, except integral.

(b) All pole signs, except those allowed in section 505-130 (special signage regulations by location or type of use) and section 315-50 (signage for hotel overlay district) or any pole sign determined by the community development director, based on a reasonable analysis of the available information, to have been built prior to annexation into the city, which is located within a county-owned right-of-way.

(c) Painted wall signs, except those meeting the requirements of Section 505-90(V)(8), and other than supergraphics signs murals.

* * *

Section 3. That Chapter 28, entitled “Land Development Code”, Part 6, entitled “Development Review Procedures and Requirements,” at Article 635, entitled “Site Plans” is amended as follows:

Chapter 28

Land Development Code

Part 6 - Development Review Procedures and Requirements

Article 635 - Site Plans

Section 635-50 Site plan data requirements

* * *

(EE) Shadow study for all buildings 5-stories or taller.

* * *

Section 4. That Chapter 28, entitled “Land Development Code”, Part 8, entitled “Technical Appendix,” Article 811, entitled “Public Art Program” at Section 811-20 Definitions, is amended as follows:

* * *

Section 811-20 Definitions.

* * *

Mural. A mural is any large-scale artwork, painting, mosaic, fresco, or other permanent artwork attached to or applied directly to the exterior of a structure. A mural is a pictorial representation or design intended to reflect a thematic or artistic expression. Murals on public or private property fall under the governance of the Public Art Program Mural Guidelines and require approval if they are (a) within public view via public right of way, or (b) funded in whole or in part with public monies.

* * *

Section 811-140. Mural guidelines.

(A) Overview. The City of Dania Beach recognizes that a superior and diverse aesthetic character of the city’s built environment is vital to the quality of the life of its residents, and to the economic success of its businesses. The City of Dania Beach Public Art Program is intended to encourage a stimulating cultural environment that reflects and enhances the City's heritage, diversity, and character through public artworks integrated in the architecture, infrastructure, and landscape. Murals are an important part of the program. Mural art is one of the most accessible forms of art – providing opportunity for participation by youth, community members, and businesses. Murals serve as a visitor attraction and can result in a reduction of graffiti and vandalism and crime.

- a. Murals are part of the City of Dania Beach Public Art Program and are subject to the following guidelines. Murals located in Dania Beach are an investment in the Public Art Plan and should contribute to the overarching goals of the plan.
- b. Murals in Dania Beach are governed by:
 - i. location (on public or private property)
 - ii. the use of public or private monies, and
 - iii. their duration status (temporary or permanent).

Temporary murals are intended to be installed and on view for 6 months or less. Murals intended for installation and on view for more than six months are considered

permanent murals. All murals are subject to these mural guidelines.

- c. Murals on private property outside of public view via public right of way and funded with private dollars do not need approval from the PAAB but are subject to all City codes and other ordinances.
- d. These guidelines provide anyone who wishes to install a mural with a reasonable process safeguarding both the interests of the community and those of the individual property owner. The guidelines are designed to assure that murals within Dania Beach enhance the appearance of the area without confusing drivers and/or pedestrians or causing any other negative impact on public safety or welfare.
- e. Applications for new outdoor murals are reviewed by the Public Art Advisory Board (PAAB), with final approval by City Commission.
- f. Murals approved through this program are exempt from the City sign code.

(B) Eligibility. Any individual or organization wishing to create an outdoor mural in the City of Dania Beach must apply for approval through the Dania Beach Public Art Program, regardless of the funding source. Applicants may be:

- a. An individual artist or group of artists
- b. A business or building owner
- c. A not-for-profit organization, such as a neighborhood association, educational or community organization. Federal tax-exempt status 501(c)(3) is not required.

(C) Mural Process.

- 1) Applicant meets with City Public Art staff/consultant for an initial review of the proposed location, imagery, artist's qualifications, funding sources and building owner's approval.
- 2) Applicant submits a fully complete Mural Program Application.
- 3) City Public Art staff/consultant confirms that there are no outstanding issues with City of Dania Beach codes.
- 4) Staff presents the proposal to the PAAB for review.
- 5) The Board recommendation is approved, the PAAB recommends approval to City Council.
- 6) If approved by Council, staff/consultant sends the artist an official letter of approval and a Notice to Proceed.

(D) General Design Approval Guidelines. The PAAB reviews mural proposals to ensure aesthetic quality, design integrity, and to determine that the work is appropriate to the setting, architecture, and social context. For review, the PAAB considers the following criteria for murals:

- 1) Support of mural by community.
- 2) Strength of the artist's concept and demonstrated technical skills and expertise;
- 3) Character, culture, and history of the area, with an emphasis on relevance to the specific area;

- 4) Appropriateness of theme and other relationships to the surrounding environment;
- 5) Readability and appropriateness of scale;
- 6) Placement on building, including the consideration of door and window coverings;
- 7) Budget and timeline;
- 8) Confirmation of original work of the artist, with no violation of copyrights;
- 9) Designation of property (no installation allowed on designated historic property);
- 10) Appropriateness of content (e.g., no signage, names, logos, or subject matter that could be construed as advertising or as overtly political, religious, or sexual in nature). Any design considered indecent or illicit by community standards will be denied.
- 11) Suitability of the work for outdoor display, including its maintenance and conservation requirements.

(E) Mural Requirements. Every applicant must demonstrate that they will:

- 1) Create a mural that is visually accessible to the public.
- 2) Use materials that ensure mural longevity and durability.
- 3) Paint on a surface and structure that is stable and ready for painting.
- 4) Meet standards of artistic quality and suitability for the neighborhood.
- 5) Have a plan for painting the mural that ensures the safety of painters and the public, and that does not impede public access. If the safety plan submitted is not being adhered to, and the City has identified a safety risk to either the artist and/or the public, the City has the right to stop work until such time that safety issues or concerns are addressed by the artist.
- 6) Use an approved graffiti/UV coating on the finished mural that provides resistance to vandalism and weather.
- 7) Provide a copy of a signed agreement in which the building owner commits to keep the mural unchanged and in good condition for a minimum of 5 years for permanent murals.

(F) Mural Maintenance. The mural may be maintained for a period of five years. The City of Dania Beach does not take responsibility for maintenance, repair, or preservation of murals unless placed on City property. A mural placed on a private structure becomes the responsibility of the building/property owner. As such, the property owner is responsible for periodically monitoring the condition of the mural, facilitating its care and maintenance, and assuming any costs associated with maintenance, repair, and/or removal. Murals not maintained properly may be subject to code compliance penalties and removal. If a mural needs repair, the best practice is for the property owner to contact the artist to make the repairs.

(G) Alteration or removal of murals must be approved by the PAAB. Alteration or removal of the mural within the first five years of the date of completion is permitted under the following circumstances:

- a. The building on which the mural is located is sold.
- b. The building or property is substantially remodeled or altered in a way that precludes continuance of the mural.
- c. The mural falls into disrepair.

(H) Revisions or appeal. In the case that a mural is not approved, Public Art staff/consultant will communicate to the applicant in writing the reasons for the decision of the PAAB. The applicant is encouraged to address the concerns of the committee and submit a revised proposal. At the conclusion of the 5-year Agreement, Applicant and the Dania Beach Public Art staff/consultant review the condition of the mural and file an extended agreement or make plans to remove the mural.

* * *

Section 5. That if any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 7. That this Ordinance shall be effective immediately at adoption on second reading.

PASSED on first reading on May 10, 2022.

PASSED AND ADOPTED on second reading on _____, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☒ Other: _____

Date Rec'd: _____

Petition No.: TX-029-22

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: CITY WIDE

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative (circle one) CITY OF DANIA BEACH

Address of Applicant: 100 W DANIA BEACH BLVD

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: _____

Address of Property Owner: _____

Business Telephone: _____ Home: _____ Fax: _____

TEXT AMENDMENT ADDRESSING PAYMENT IN LIEU OF PARKING FEES AND SUPERGRAPHICS

Explanation of Request: _____
For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.**

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: 
(Owner / Agent signature*)

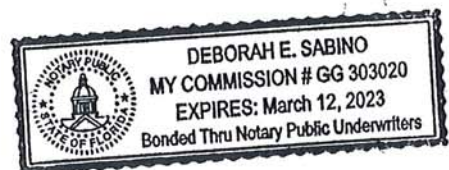
BEFORE ME THIS 16th DAY OF March, 20 22

By:

Eleanor Norena
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary 
(Signature of Notary Public – State of Florida)



Personally known ☒ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Bids and Proposals

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO ADOPT AND APPROVE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AWARDED CITY INVITATION TO BID (“ITB”) NO. 22-003, ENTITLED “I.T. PARKER COMMUNITY CENTER HVAC REPLACEMENT” TO ANGELS REMODELING & CONSTRUCTION LLC, IN AN AMOUNT NOT TO EXCEED FORTY-SEVEN THOUSAND NINE HUNDRED THIRTY-TWO DOLLARS (\$47,932.00); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Purchasing Requests ONLY

Dept:

Acct #:

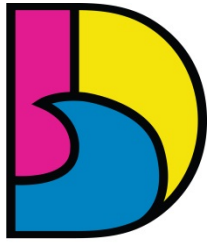
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-AWARD-ITB-IT-PARKER-HVACRPCMT-051022, R-2022- Angels Remodeling and Construction LLC Bid Award and Agreement for I.T. Parker HVAC Replacement (ITB 22-003), ITB 22-003 Addendum 5



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: May 10th, 2022

TO: Honorable Mayor and Commissioners

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

FROM: Fernando J. Rodriguez, Public Services Director
Dincer Akin Ozaydin, P.E., Deputy Public Services Director/City Engineer

**RE: AUTHORIZATION TO AWARD ITB-NO. 22-003- I.T. PARKER
COMMUNITY CENTER HVAC REPLACEMENT**

Request

The Public Services Department (PSD) requests the adoption of the attached resolution authorizing the award of ITB No. 22-003- I.T. Parker Community Center HVAC Replacement to Angels Remodeling & Construction LLC for replacing the air conditioning unit the I.T. Parker Community Center.

Background

Some components of the air conditioning unit servicing the community center are over thirty years old. This makes the system barely serviceable, and the entire unit requires replacement. The Project's Invitation to Bid (ITB) was advertised in the Sun-Sentinel on January 18, 2022 and posted on the City's website and Demand-Star. Five responses were received on February 18, 2022, and reviewed by the City's Evaluation Committee (Committee):

- | | |
|---|-------------|
| 1. Angels Remodeling & Construction LLC | \$47,932.00 |
| 2. Master Mechanical Services | \$54,000.00 |
| 3. Air Matic Controls, Inc. | \$57,955.00 |
| 4. Johnson Controls; and | \$64,349.00 |
| 5. Blizzard Air Conditioning LLC | \$67,382.00 |

The Committee's assessment of the submittals provided by the respondents resulted in the selection of Angel Remodeling as lowest, most qualified bidder in the amount of \$47,932.00.



**RE: AUTHORIZATION TO AWARD ITB-NO. 22-003 - I.T. PARKER
COMMUNITY CENTER HVAC REPLACEMENT**

Budgetary Impact

Funds will be appropriated from the Facilities Maintenance Construction/Maintenance – Other Physical Environment M&E General Account No. 505-39-02-539-64-00 in the amount not to exceed \$47,932.00.

Recommendation

PSD recommends that the City Commission adopt the resolution to award ITB No. 22-003- I.T. Parker Community Center HVAC Replacement to Angels Remodeling & Construction LLC in the amount of \$47,932.00 for HVAC replacement for I.T. Parker Community Center.

RESOLUTION NO. 2022-074

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AWARDING CITY INVITATION TO BID (“ITB”) NO. 22-003, ENTITLED “I.T. PARKER COMMUNITY CENTER HVAC REPLACEMENT” TO ANGELS REMODELING & CONSTRUCTION LLC, IN AN AMOUNT NOT TO EXCEED FORTY-SEVEN THOUSAND NINE HUNDRED THIRTY-TWO DOLLARS (\$47,932.00); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Services Department (“PSD”) planned for and budgeted for the replacement of the air conditioning unit at the I.T. Parker Community Center as part of the structure’s regular maintenance plan; and

WHEREAS, on January 19, 2022, the City issued ITB No. 22-003, entitled “I.T. Parker Community Center HVAC Replacement”; and

WHEREAS, five responses were received on February 18, 2022, and reviewed by the City’s Evaluation Committee (Committee) and were ranked as follows:

- | | |
|---|------------------|
| 1. Angels Remodeling & Construction LLC | \$47,932.00 |
| 2. Master Mechanical Services | \$54,000.00 |
| 3. Air Matic Controls, Inc. | \$57,955.00 |
| 4. Johnson Controls; and | \$64,349.00 |
| 5. Blizzard Air Conditioning LLC | \$67,382.00; and |

WHEREAS, the Committee’s assessment of the submittals provided by the respondents resulted in the selection of Angels Remodeling & Construction LLC as lowest most qualified bidder in the amount of Forty-Seven Thousand Nine Hundred Thirty-Two Dollars (\$47,932.00); and

WHEREAS, PSD recommends that the City Commission adopt this Resolution to award ITB No. 22-003 to Angels Remodeling & Construction LLC in the amount of \$47,932.00 for HVAC replacement for the I.T. Parker Community Center;

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

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

Section 2. That the City Commission authorizes the proper City officials to execute an Agreement with Angels Remodeling & Construction LLC, for the I.T. Parker Community Center HVAC Replacement Project in an amount not to exceed Forty-Seven Thousand Nine Hundred Thirty-Two Dollars (\$47,932.00).

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

Section 4. That funding for this project will come from the Facilities Maintenance Construction/Maintenance – Other Physical Environment M&E General Account No. 505-39-02-539-64-00 in the amount not to exceed Forty-Seven Thousand Nine Hundred Thirty-Two Dollars (\$47,932.00).

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

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

PASSED AND ADOPTED on May 10, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTIS
CITY ATTORNEY

CITY OF DANIA BEACH, FLORIDA



I.T. PARKER COMMUNITY CENTER HVAC REPLACEMENT

CITY INVITATION TO BID (“ITB.”) NO. 22-003

ADDENDUM 5

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

FEBRUARY 11, 2022

**CITY OF DANIA BEACH, FLORIDA
INVITATION TO BID FOR
“I.T. PARKER COMMUNITY CENTER
HVAC REPLACEMENT”
ITB 22-003**

TO ALL BIDDERS: PLEASE TAKE NOTE OF THE FOLLOWING REVISIONS, ADDITIONS, DELETIONS, CLARIFICATIONS, ETC. RELATIVE TO THE SOLICITATION, WHICH IN ACCORDANCE WITH THE CONTRACT DOCUMENTS SHALL BECOME A PART OF AND HAVE PRECEDENCE OVER ANYTHING SHOWN OR DESCRIBED OTHERWISE.

THE FOLLOWING MODIFICATIONS TO THE DOCUMENTS ARE MADE:

1. The bid form is revised to add one (1) 25-ton air handler unit. The revised form accompanies this addendum.
2. The “Prevailing Wage Ordinance” does not apply to this bid and is revoked by this reference.
3. The deadline for submissions has been extended to Friday, February 18, 2022 at 10:00am. Bids will be publically opened immediately after the submission deadline.

Information to join the bid opening remains the same:

1(470)8692200,,1443963455# (US East)

<https://meetings.ringcentral.com/j/1443963455>

City of Dania Beach

ITB 22-003: I.T. Parker Community Center HVAC Replacement

No.	Item	Quantity	Unit	Unit Price	Total
1	3.5 Ton Condensing Unit	1	EA		
2	3 Ton Condensing Unit	1	EA		
3	15 Ton Condensing Unit 12.5 Ton Condensing Unit	2	EA		
4	4 Ton Fan Coil Unit	2	EA		
5	8 kW Electric Heater	2	EA		
6	40 RU Air Handler Unit	1	EA		
7	60 hz Electric Heater	1	EA		
8	Honeywell T6 Pro Smart Thermostat	3	EA		
9	25 Ton Air Handler Unit	1	EA		
				TOTAL COST	

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO AGREEMENTS WITH FOUR (4) FIRMS THAT SUBMITTED RESPONSES TO THE CITY'S REQUEST FOR QUALIFICATIONS ("RFQ") NO. 22-010 ENTITLED, "PLANNING CONSULTING SERVICES (POOL)"; WHICH MAY EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)

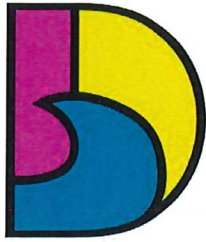
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

RFQ Planning Consultant Services, R-2022- Planning Consulting Services (Pool) (RFQ 22-010) Authorization to Enter Into Agreements with Four Firms, RFQ 22-010 Planning Consulting Services (Pool)



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

DATE: May 20, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Assistant Director

SUBJECT: Authorizing Community Development Department to establishing a pool of planning consultants in response to a Planning Consulting Services (Pool) Request for Qualifications.

Candido
Sosa-Cruz

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of
Dania Beach, ou=City Manager,
email=C.SosaCruz@danibeachfl.gov,
c=US
Date: 2022.04.26 17:04:10 -0400

Request

Community Development Department is requesting approval of four (4) consultants to be qualified to provide a variety of planning services to the City. This will alleviate the need to put out a Request for Proposals each time there is a need.

Background

On March 7, 2022, Community Development, with the assistance from the City's Finance Department, published a Planning Consulting Services (Pool) Request for Qualifications (RFQ). On April 4, 2022, when the application window closed, four (4) firms has submitted qualification. The forms that submitted qualifications are:

- SEPI Engineering & Construction, Inc.
- Cavin Giordano and Associates, Inc.
- The Corradino Group, Inc.
- Leigh Robinson Kerr and Associates, Inc.

A bid committee was formed consisting of the Director and Assistant Director of Community Development, and Deputy Director of Finance. The Bid Review Committee met on April 6, 2022, to review and evaluate the proposals. The Committee accepted all four (4) firms as qualified.

Budgetary Impact

No budgetary impacts at this time. The expenditure will be determined as project arise.

Recommendation

Approve the resolution establishing all four (4) firms as qualified planning vendors.

RESOLUTION NO. 2022-075

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO AGREEMENTS WITH FOUR (4) FIRMS THAT SUBMITTED RESPONSES TO THE CITY'S REQUEST FOR QUALIFICATIONS ("RFQ") NO. 22-010 ENTITLED, "PLANNING CONSULTING SERVICES (POOL)"; WHICH MAY EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City issued a Request for Qualifications under RFQ No. 22-010 on March 7, 2022, to contract with various qualified planning consultants, to provide planning consulting services for various City projects; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold or limitation at \$25,000.00; and

WHEREAS, responses were opened on April 4, 2022 at 10:00 a.m., the City received proposals from four (4) qualified firms and a committee comprised of the Director of Community Development, Assistant Director of Community Development, and Assistant Director of Finance met on April 6, 2022, to evaluate the proposals; and

WHEREAS, the firms that responded to the RFQ are shown below in no particular order;

Firm

1. The Corradino Group
2. SEPI, Inc.
3. Leigh Robinson Kerr and Associates, Inc.
4. Calvin, Giordano and Associates, Inc.; and

WHEREAS, the City will enter into a "continuing contract" with each company, expiring December 31, 2025, allowing the City to terminate any contract after notice, and allowing the City to select one of the firms for a specific project and authorize a contract with each Firm on an as-needed basis as projects arise for the City;

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

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

Section 2. That the proper City officials are authorized to execute continuing services agreements between the City of Dania Beach and the four Firms:

1. The Corradino Group ,
2. SEPI, Inc.,
3. Leigh Robinson Kerr and Associates, Inc., and
4. Calvin, Giordano and Associates, Inc.

Section 3. That the funding for these services shall be subject to and made within the Community Development Department’s approved level of their annual budget appropriations and in accordance with City purchasing policy procedures.

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

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

PASSED AND ADOPTED on May 10, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CITY OF DANIA BEACH, FLORIDA



REQUEST FOR QUALIFICATIONS (“RFQ”) FOR “PLANNING CONSULTING SERVICES (POOL)”

City RFQ NO. 22-010

Prepared by:
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

MARCH 7, 2022

CITY OF DANIA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS (“RFQ”) FOR
“PLANNING CONSULTING SERVICES (POOL)”
RFQ NO. 22-010

NOTICE TO PROPOSERS

NOTICE IS GIVEN that the City of Dania Beach, Florida (the “City”) will be accepting sealed Proposals for “PLANNING CONSULTING SERVICES (POOL), RFQ NO. 22-010”.

Proposals will be accepted on DemandStar until Monday, April 4, 2022 at 10:00 a.m. EST. Proposals received after this time will be rejected.

All electronic submissions will remain confidential and exempt from public record requirements until the response opening is conducted.

PROJECT DOCUMENTS

Documents may be obtained from www.demandstar.com or from the City Website at www.daniabeachfl.gov.

PRE-PROPOSAL MEETING

A pre-proposal meeting will not be held.

PROPOSAL SUBMISSION

Proposals must be submitted electronically on DemandStar, the City's designated electronic bidding system. All bid document files must be clearly labeled **"RFQ NO. 22-010, PLANNING CONSULTING SERVICES (POOL)"**.

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

Proposals will be publicly opened and read aloud at 10:00 A. M. on the Proposal due date referenced above using RingCentral meeting software, in the presence of the City Clerk or designee on the above stated date. Award of Contracts for the Proposals will be made at a subsequent City Commission meeting.

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

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

Published on: March 7, 2022

OVERVIEW

The City of Dania Beach (“City”) is soliciting Proposals from interested persons, firms, or both for the provision of the services described in this RFQ. Through a Request for Qualifications process described in this document, persons and firms interested in assisting the City in provision of such services must prepare and submit a qualifications packet in accordance with the procedure and schedule in this RFQ. The City will review submittals only from those persons and firms that submit a Request for Qualifications packet which includes all the information required to be included as described in the RFQ.

In order to be considered, persons, consulting firms or team joint ventures must demonstrate specific experience and capabilities in all related areas for which they seek to perform work as described. Consultants should also be familiar with the standards, practices, requirements, and applicable ordinances of the City of Dania Beach.

The purpose of this RFQ is to pre-qualify firms that may be solicited to provide services to the City of Dania Beach Community Development Department. The City intends to retain more than one firm to provide the planning services outlined in this RFQ on an as-needed basis. This solicitation provides for the submission of documents and forms intended to verify that the Proposer meets or exceeds minimum criteria as set forth in the Scope of Services. Vendors which meet or exceed the established criteria in this solicitation shall be placed on a pre-qualification list that may be accessed when needed in order to obtain price quotations for the provision of the specified services.

INSTRUCTIONS TO PROPOSERS

1. GENERAL

The following instructions are given as guidance to Proposers in properly preparing their Proposals to this Request for Qualifications for Consultant Services that are to be provided to the City of Dania Beach, Florida (the “City”).

2. SCOPE OF SERVICES

The scope of work is a general guide to the work the City expects to be performed by the Consultant and is not a complete listing of all services that may be required or desired. The City is seeking proposals from qualified firms, persons, or both for a variety of on-demand planning services, which include but are not limited to:

- Application review including preparing written comments identifying provisions of the City’s Land Development Code that must be addressed by the developer through revisions to the site plan. The written comments must be loaded into the electronic platform used by the City by specified deadlines and reviewer must participate in the City’s bi-monthly Development Review Committee (DRC) meeting.
- Processing of variance requests, those qualifying for administrative variances as well as those processed through public hearing. Processing includes communicating with applicants, analyzing the request against the applicable code provisions, and consulting with Community Development staff regarding recommendation, drafting a staff report and resolution.
- Review and approval of Certificates of Use (CU) which includes reviewing CU applications against the permitted use tables in the City’s Land Development Code.
- Conducting and resulting Zoning inspections, which include field visits, confirming in-field conditions match the approved plans, entering results into the electronic building permit program.
- Execution of Grants – Work with Community Development staff and possibility other City Departments, such as Public Services staff on the completion of a variety

of grants from the MPO, County such as CDBG, State, DOT and other possible funding sources.

- Other specialized projects, as needed, such as affordable housing studies, research-based text amendments reflecting industry best practices.

The consultant will work under the direction of the City's Community Development Department and will be utilized according to the needs of the Department. Under the direction of the Community Development Director and Community Development Assistant Director, the Consultant will provide the range of expertise necessary to carry out the normal functions of an advanced professional planner.

The successful Consultant will provide Planning related consulting services. This includes providing assistance to the Community Development Department with current planning projects, reviewing documents and applications, preparation of comments, preparation of ordinances and resolutions, meeting attendance with staff, developers, and other governmental agencies to complete such projects.

The specific project requirements will be determined by the Community Development Director and Community Development Assistant Director on an as-needed basis and will be completed in accordance with The City's Code of Ordinances and all other applicable local, state, and federal regulations governing municipal planning and within the time specified.

The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, compliance with laws regulations and rules, and the coordination with all appropriate agencies for all Professional Planning Services provided by the Consultant. If the City, in its sole discretion, determines there are errors, omissions or other deficiencies in the Consultant's services, the Consultant shall, without additional compensation, correct or revise said errors or omissions to the satisfaction of the City.

3. **MINIMUM QUALIFICATIONS**

- Must be licensed to provide services in the State of Florida
- Must have at least five (5) years' planning experience
- AICP Certification (preferred)

4. **SUBMISSION DEADLINE AND RESPONSE OPENING**

All Proposals must be received by no later than 10:00 a.m., on April 4, 2022. The list of Proposers will be opened and read aloud at 10:00 a.m., on that same day. Electronic proposals are required.

The City reserves the right to postpone and extend the date for the receipt of Proposals and will give ample notice of any such postponement and extension to each known prospective Proposers.

5. **SUBMITTAL REQUIREMENTS:**

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

5.1.1 **Firm Qualifications:** Provide a description of the general capabilities of the Proposer, including experience in professional planning services, information relating to the total size and staffing, professional staff, resources, and clerical support; Provide résumés of all key personnel who may be assigned to perform the requested services.

5.1.2 **Relevant Experience:** Provide a list of five (5) similar contracts for services within the last five (5) years provided to other municipalities, together with current contact names and telephone numbers with each municipality; contact persons must be able to speak about the performance of the Proposer. The form for the submission of the information is attached as Exhibit "A" and is made a part of and is incorporated into this RFQ by this reference.

5.1.3 **Insurance Coverage:** Proposers who or which are responding to the RFQ

MUST comply with all insurance requirements specified in Section 8.5 (“Insurance Requirements”) of the RFQ Documents and the Agreement upon award to the successful Proposer.

- 5.2 **Litigation**: Provide a listing of all lawsuits or proceedings involving the Proposer within the past ten (10) years, including case names and numbers, courts, nature of the actions and disposition or status of each case.
- 5.3 **Equal Opportunity Statement**: A statement that the Proposer is an equal opportunity employer and that it does not and will not discriminate against any person, employee, or applicant for employment on account of age, race, creed, religion, color, sex, sexual orientation, disability, national origin, marital status, or political affiliation.
- 5.4 Copies of all licenses, certificates of competency or other documentation required by federal, state, or local laws, statutes or regulations are required to be submitted as evidence of the authority to perform the services described in the RFQ.
- 5.5 The following is a list of items that are **REQUIRED** to be returned with the RFQ Proposal:
- Exhibit “A” – References
 - Exhibit “B” – Public Entity Crimes Form
 - Exhibit “C” – Non-Collusion Affidavit
 - Exhibit “D” – Qualification Statement
 - Exhibit “E” – Questionnaire
 - Exhibit “F” – Certification
 - Exhibit “G” – Drug Free Work Place Certification
 - Exhibit “H” – Acknowledgement of Addenda
 - Exhibit “I” – Certification of Accuracy of Proposal
- 5.6 All Proposals must include preliminary certificates of insurance verifying all general insurance requirements.
- 5.7 All Proposals must be signed by a representative who is authorized to contractually bind the Proposer.

6. **MINIMUM QUALIFICATION REQUIREMENTS:**

In order for a Proposal to be considered by the City, Proposers shall demonstrate in their Proposals compliance with the following minimum requirements:

- 6.1 Proposers must be currently certified, licensed and authorized to work in the State of Florida to services as sought by this RFQ;
- 6.2 Experience working with government agencies;
- 6.3 Currently insured and meeting City insurance requirements with insurance certificates provided that state the name of the Proposer, current street address of the business and the type of work for which a Business Tax Receipt is issued as well as all additional insurance requirements, including required endorsements.
- 6.4 The City shall not consider Proposals that fail to demonstrate compliance with the above requirements. The selected Proposer(s) shall maintain and keep in force insurance throughout the life of any contract, and all renewals and extensions, if any, pertaining or related to the requirements specified in this Section. Failure of the Proposer to comply with these requirements will be sufficient grounds for the City to declare the Contract in default and subject the contract to possible termination by the City.

7. **EVALUATION CRITERIA AND PROCEDURES:**

The City will consider Proposers that are responsive and responsible by providing accurate information as delineated (see Section 5, “Submittal Requirements”, in this RFQ).

- 7.1 **Criteria:** All submitted Proposals will be evaluated based on the information provided that is responsive to this RFQ. Evaluation criteria will include, but not be limited to, the ability of professional personnel; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms.

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

CRITERIA	MAXIMUM POINTS
Firm Qualifications: Qualifications of the firm; number of years firm has been in business; references/past performance; recent, current, and projected workloads	40
Experience and Qualification of Assigned Staff: Staff's experience, qualifications, and technical capabilities	35
Approach and Delivery of Services: Understanding the scope of work, ability to comply with the full scope of work, technical soundness of Proposal	25
TOTAL MAXIMUM POINTS	100

- 7.2** Pursuant to Florida Statutes, Section 286.0113(2)(b)(1), “Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from s. 286.011, Florida Statutes, and s. 24(b), Article I of the State Constitution”. Therefore, all Proposers will be required to exit the room during the presentations by the other Proposers when the Bid Review Committee addresses the foregoing matters.
- 7.2** The City reserves the right to accept or reject any or all Proposals, or parts of any Response, to waive any informalities, technicalities, or irregularities, to re-advertise the RFQ, to request further Proposals or clarifications, or take any similar actions that may be deemed to be in the best interests of the City.

8. **INTERPRETATIONS:** Any interpretations, clarifications or additional information not disclosed in this RFQ and determined to be necessary by the City in response to Proposer's questions will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City website, www.daniabeachfl.gov, and to Demand Star, www.demandstar.com, for all interested persons identified by the City as having received the RFQ. The Proposers are required to check the site to see if there has been any addendum or addenda posted regarding this RFQ. Only questions answered and information supplied by means of such Addendum or Addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect.
- 8.1 All questions requiring clarification or interpretation of the RFQ documents shall be made in writing and shall be delivered to the City by **5:00 p.m. on Monday, March 28, 2022.**
- 8.2 Questions regarding the RFQ documents shall be directed to the City of Dania Beach Procurement Division at procurement@daniabeachfl.gov. Any modification or interpretation of the RFQ documents lies within the sole and exclusive judgment of the City or its Consultant, if so authorized by City, and shall be made in writing in the form of an Addendum or Addenda to all those who or which are recorded by the City, as having obtained a complete set of the RFQ documents.
- 8.3 Interpretations or modifications of the RFQ documents made in any manner other than an Addendum or Addenda issued by the City shall not be binding. All updates, clarifications, or modifications to the RFQ shall be issued via written Addendum or addenda and shall be provided to all Proposers.
- 8.4 A Proposer, prior to submitting its Response, shall ascertain in writing that it has received any Addendum or all Addenda issued for the services.
- 8.5 Costs for those matters not questioned and not addressed in an Addendum or Addenda shall be the responsibility of the Proposer, and Proposer shall be responsible to include such costs in the RFQ.
9. **PUBLIC RECORDS:** If selected, the following will apply:

- 9.1** Proposer agrees to keep and maintain public records in Proposer's possession or control in connection with Proposer's performance under the Agreement. Proposer additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- 9.2** Upon request from the City custodian of public records, Proposer shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 9.3** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the Agreement are and shall remain the property of the City.
- 9.4** Upon completion of the Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Proposer shall be delivered by the Proposer to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Proposer shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of the Agreement, the Proposer shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 9.5** Any compensation due to Proposer shall be withheld until all records are received as provided in this RFQ.
- 9.6** Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Agreement by the City.

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

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

Custodian of Records: THOMAS SCHNEIDER, CITY CLERK

**Mailing Address: 100 W. Dania Beach Boulevard
Dania Beach, Florida 33004**

Telephone number: 954-924-9800, Ext. 3623

Email: tschneider@daniabeachfl.gov

- 10. INSURANCE COVERAGE:** A selected Proposer shall not commence services under an Agreement until it has obtained all insurance required under this paragraph and as required by the Agreement, and not until such time that the coverages are approved by the Risk Manager of the City. The Proposer shall not allow any employee of Proposer or any subcontractor to commence services on any subcontract until the subcontractor and all coverages required of any subcontractor have been obtained and approved by the Risk Manager of the City. In addition, the Proposer shall be responsible for any and all policy deductibles and self-insured retentions.

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

- 10.1** "Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with your Proposals submittal on the date and time of the opening of Proposals. If the "preliminary" certificates are not included with a submittal, then the City has the right to consider the submitted response as non-responsive on the date and time of the response opening. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Proposers must understand that all provisions, including "Special Provisions" noted below, are expected to be fully documented on or attached to the "Official" Certificates of Insurance as described below.
- 10.2** "Official" Certificates of Insurance must be delivered to the City Clerk's office and Risk Manager of the City. If the "Official" certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the "Notice of Selected Proposer", then the City has the right to consider the awarded Agreement to the successful Proposer as void and to negotiate a contract with the next best qualified Proposer. "Special Provisions", as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the "Official" certificates.
- 10.3** All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to City. If this coverage is not provided, then the Proposer is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide. In the

event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City in writing.

- 10.4** Coverages shall be in force until all services required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Proposer shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE PROPOSER AND ANY APPROVED SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE SERVICES PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE RFQ DOCUMENTS CONCERNING DELAY.**

- 10.5 Insurance Requirements:** The Proposer shall secure and maintain throughout the duration of the Agreement, insurance of such types and in such amounts not less than those specified below as satisfactory to City naming the City as Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Proposer's insurance and shall not contribute to the Proposer's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Proposer as it deems necessary or prudent.

- 10.5.1** Commercial General Liability coverage with limits of liability of not less than a \$1,000,000.00 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Proposer. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000.00 each.
- 10.5.2** Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable state and federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Proposer shall be allowed to provide services pursuant to this RFQ who is not covered by Workers Compensation insurance.
- 10.5.3** Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- 10.5.4** Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

Coverage shall apply for a minimum of three years following completion of the services. The above are minimum requirements for projects up to \$100,000.00.

For projects over \$100,000.00, the following increased limits are required:

- General Liability: \$2,000,000.00 Per Occurrence/\$4,000,000 Aggregate
- Automobile Liability: \$2,000,000.00
- Professional Liability: \$3,000,000.00 Per Occurrence

11. RESPONSE PROTEST PROCEDURE:

- 11.1** After a Notice of Intent to Award a contract is posted, any actual or prospective Proposer in connection with the pending award of the Contract, or any element of the process leading to the award of the Contract may protest to the City Manager. A protest must be filed by 5:00 P.M. on the third (3rd) Business Day after posting of the Notice of Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the written protest, together with an RFQ Protest w are both timely received by the City Manager's Office. No RFQ Protest shall be accepted unless it complies with the requirements of this Section.
- 11.2** An RFQ Protest Bond is intended to compensate the City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be retained by the City. The deposit shall be in the form of a cashier's check. The amount of the RFQ Protest Bond shall be Five Thousand Dollars (\$5,000.00).
- 11.3** Prior to any decision being rendered under this section with respect to a Proposal protest, the City Manager and the City Attorney, or their respective designees, shall certify whether the submission of the Proposer to the Proposal in question is responsive. The parties to the protest shall be bound by the determination of the City Manager and the City Attorney with regard to the issue of responsiveness.
- 11.4 Protest Committee:** The Protest Committee shall have the authority to review, settle, and resolve all protests. Members of the Protest Committee will be appointed by the City Manager. If the Protest Committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law, applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines

that the protest has merit, the City Manager shall direct all appropriate steps be taken to remedy it.

The decision shall specifically state the reasons for the action taken and inform the protestor of its right to challenge the decision. Any person aggrieved by any action or decision of the Protest Committee, with regard to any decision rendered under this section may appeal the decision to the City Commission for a hearing. The City Commission will hear the appeal and render a final decision.

- 11.6** In the event of a timely protest, the City Manager shall stay the award of the Contract, unless after consulting with the City Attorney and a representative from the City's Department for which the services are being obtained, the City Manager then determines that the award of the contract is necessary without delay to protect the substantial interests of the City. The continuation of the award process under these circumstances shall not preempt or otherwise affect the protest.
- 11.7** The institution and filing of a protest under this provision is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the City concerning the subject matter of the protest.

12. CONE OF SILENCE

- 12.1 Definitions:** "Cone of Silence," as used in this RFQ means a prohibition on any communication between:
- a potential vendor, service provider, proposer, lobbyist, or consultant, and
 - a City Commission member, City's professional staff including, but not limited to, the City Manager and her staff, or any member of the City's Bid Review Committee.
- 12.2 Restriction; Notice:** A Cone of Silence shall be imposed upon this RFQ upon the advertisement of the RFQ. At the time of imposition of the Cone of Silence, the City Manager or designee shall provide for public notice of the Cone of Silence by posting a notice at the City Hall.
- 12.3 Termination of Cone of Silence:** The Cone of Silence shall terminate at the beginning of the City Commission (whether a regular or special meeting) at which

the City Manager makes a written recommendation of award to the City Commission. However, if the City Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent written recommendation.

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

- Communication with the City RFQ representative;
- Oral communications at pre-proposal conferences;
- Oral presentations before the Bid Review Committee;
- Public presentations made to the City Commission members during any duly noticed public meeting;
- Communications regarding the RFQ between a potential vendor, service provider, proposer, lobbyist or consultant and the City's Procurement Administrator or City employee designated as responsible for administering the procurement process for the RFQ, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- Communications with the City Attorney and his staff;
- Duly noticed site visits to determine the competency of a Proposer regarding the RFQ during the time period between the opening of Proposals and the time the City Manager makes a written recommendation;
- Any emergency procurement of goods or services pursuant to City Code;
- Proposals to the City's request for clarification or additional information;
- Communications to enable City staff to seek and obtain industry comment or perform market research, provided all related communications between a potential vendor, service provider, proposer, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and staff are in writing or are made at a duly noticed public meeting.

12.5 Penalties: Violation of this section by a Proposer or other listed person shall render any RFQ award or contract to the Proposer voidable by the City Commission or

City Manager. Any person who violates a provision of this section may be prohibited from serving on the City Bid Review Committee. In addition to any other penalty provided in this RFQ, violation of any provision of this section by a City employee may subject the employee to disciplinary action.

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

EXHIBIT “A”

REFERENCE LIST

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

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

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

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

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

4. Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____

Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____

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

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Request for Qualifications, City RFQ No. 22-010

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

its business address is: _____

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

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

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

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

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

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

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
 - (b) An entity under the control of any natural person who is active in the management of the entity and which has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
- 1. _____ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - 2. _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please now indicate which additional statement below applies):
 - A. _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

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

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

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

Date

STATE OF _____
COUNTY OF _____

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2022.

Notary Seal

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT "C"

NON-COLLUSION AFFIDAVIT

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

Signature of Proposer

PRINT Name of Proposer

Title

_____, 2022
Date

STATE OF _____
COUNTY OF _____

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2022.

Notary Seal

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT "D"

PROPOSER'S QUALIFICATION STATEMENT

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

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

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

The full legal name of the Proposer is:

The address of the principal place of business is:

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

Date of Incorporation: _____
State of Incorporation: _____
President's name: _____
Vice President's name: _____
Secretary's name: _____
Treasurer's name: _____
Name and address of Resident Agent: _____

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

Date of organization: _____
Name, address and ownership percentage units of all partners:

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

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

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

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

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

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

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

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

Name

Address

Telephone

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

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

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

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

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

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

18. Bank References:

Bank	Address	Telephone

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

- a) Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses)
- b) Net Fixed Assets
- c) Other Assets
- d) Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes)
- e) Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).

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

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

☐ YES ☐ NO

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

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the City in awarding a contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement

that materially affects the Proposer's qualifications to perform under the contract shall cause the City to reject the proposal, and if after the award, to cancel and terminate the award, contract or both.

Signature

Print Name

Title

Date

STATE OF _____)

COUNTY OF _____)

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2022.

Notary Seal

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT “E”

QUESTIONNAIRE

Please print or type

Firm Name: _____

President or Other Principal of Proposer: _____

Business Address: _____

Telephone: _____ Fax: _____

Email: _____

1. How many years has your organization been in business?

2. Have you ever failed to complete work awarded to you; if so, where and why?

3. Have you personally reviewed the proposed work and do you have a complete plan for its performance?

4. Will you sublet any part of this work? If so, list the portions or specialties of the work that you propose to subcontract.

a) _____

b) _____

c) _____

d) _____

Licensed in: _____
(County/State)

5. Include a subcontracting plan that identifies items such as a description of percentage of work to be subcontracted.

Contractor's License # _____ Expiration Date: _____

Contractor must have proper licensing prior to submitting Proposal and must submit evidence of same.

Remainder of this page intentionally left blank

EXHIBIT “F”

CERTIFICATION

(THIS DOCUMENT MUST BE SUBMITTED WITH THE PROPOSAL)

We (I), the undersigned, agree to furnish the item(s)/service(s) described in the RFQ. We (I) certify that we(I) have read the entire document, including the Scope of Work, Additional Requirements, Supplemental Attachments, Instructions to Proposers, Terms and Conditions, and any addenda issued. We (I) agree to comply with all of the requirements of the entire Request for Proposals.

Indicate which type of organization below:

INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☐ OTHER ☐

If “Other”, Explain: _____

_____	_____
Authorized Signature	Company Name

_____	_____
Typed/Printed Name	Address

_____	_____
Telephone	City, State, ZIP

_____	_____
Fax	Federal Tax ID Number

Email address for above person (if any)

EXHIBIT "G"

DRUG-FREE WORKPLACE CERTIFICATION FORM

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

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

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

Date

Signature

EXHIBIT “H”

ACKNOWLEDGMENT OF ADDENDA

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

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

EXHIBIT “I”

CERTIFICATION TO ACCURACY OF PROPOSAL

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

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

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

- A. He/She is _____ of _____, the Proposer that has submitted the attached Proposal;
- B. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all forms, affidavits and documents submitted in support of such Proposal;
- C. All forms, affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
- D. No information that should have been included in such forms, affidavits and documents has been omitted; and
- E. No information that is included in such forms, affidavits or documents is false or misleading.

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

Signature (Blue ink only)

Print Name

Title

Date

STATE OF _____)

COUNTY OF _____)

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2022.

Notary Seal

Signature of Notary Public

Printed Name of Notary Public

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Public Hearing

Continued from: April 26, 2022

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE APPROVING THE REQUEST, MADE BY ROD A. FEINER, ESQ., ON BEHALF OF 3851 STIRLING HOLDINGS, LLLP, FOR A REZONING (RZ-055-21) AND ALLOCATION OF FLEXIBILITY UNITS AND COMMERCIAL FLEXIBILITY (OT-057-21) FOR PROPERTIES GENERALLY LOCATED AT 3851 STRILING ROAD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTIES FROM ESTATE (E-1) TO PLANNED RESIDENTIAL DEVELOPMENT DISTRICT (PRD-1), SUBJECT TO CERTAIN RESTRICTIONS

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

SR RZ-055-21 Koosh Rezoning 1st Reading, O-2022-018 3851 Stirling Holdings, LLLP, (Koosh Living) Rezoning (RZ-055-21) and Allocation of Flexibility Units and Commercial Flexibility (OT-057-21, Koosh Living Rezoning Map, Application Backup Material



CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

DATE: May 10, 2022

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager
Ana. M. Garcia Digitally signed by Ana. M. Garcia
DN: cn=Ana. M. Garcia, o=City of Dania
Beach, ou=City Manager,
email=agarcia@dania-beach.fl.gov, c=US
Date: 2022.05.09 15:52:01 -0400

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o=Community
Development, ou=City of Dania Beach,
email=enorena@dania-beach.fl.gov, c=US
Date: 2022.04.29 14:40:42 -0400
Corinne Lajoie, AICP, Assistant Director Digitally signed by Corinne Lajoie
DN: cn=Corinne Lajoie, o=City of Dania Beach, ou=Community
Development, email=clajoie@dania-beach.fl.gov, c=US
Date: 2022.04.29 14:40:42 -0400
Richard Lorber, AICP, Planning & Zoning Manager Digitally signed by Richard Lorber
Date: 2022.04.29 12:32:31 -0400

SUBJECT: **RZ-055-21:** The applicant, 3851 Stirling Holdings, LLLP, is requesting rezoning from the Single-Family Estate Residential District (E-1) to the Planned Residential Development District (PRD-1) and an allocation of flexibility units and commercial flexibility for property generally located at 3851 Stirling Road. (FIRST READING).

Request:
REZONING

Rezone from Single-Family Estate Residential District (E-1) to Planned Residential Development District (PRD-1).

ALLOCATION OF FLEXIBILITY

Residential Units: allocation of two hundred twenty-one flexibility (221) units
Commercial: allocation of one-third (1/3) acre of commercial flex.

PUBLIC HEARING NOTICE

This item was duly advertised, posted and noticed pursuant to Article 610 of the LDC.

Background

On April 20, 2022, the Planning and Zoning Board favorably recommended this item. On April 26, 2022, this item was continued at the Applicant's request. Second reading of this rezoning ordinance, together with the proposed Site Plan and Plat resolutions, are scheduled to be reviewed by the City Commission at its May 26, 2022 meeting.

The applicant is proposing to construct a mixed-use development which will have retail/commercial uses on the building's ground floor fronting Stirling Road, and residential apartments above the commercial uses, along with townhomes along the eastern boundary of the property, providing a total of 231 units. The townhomes serve as an additional buffer for the adjacent single-family homes. This request seeks to rezone the subject property from Estate Residential (E-1) to Planned Residential Development (PRD-1). The property's Future Land Use Map designation is also Estate Residential (E).

The subject property lies between a single-family residential community to the east and commercial properties to the west. It is also uniquely encumbered by the presence of large FPL power transmission towers and

overhead power lines. To the extent that this proposed development can fill in this gap along Stirling Road with something that can be compatible with the surrounding land uses should be pursued. This would conform to similar redevelopments that the City has approved along Griffin Road, and is in keeping with the concept of increasing activity along designated transit corridors.

Although concern has been raised by some adjacent homeowners to the east that the proposed development is inappropriate, the design of the proposed development appears to have been prepared to minimize the impact on the neighboring homes. Taller buildings will be setback farther away from the residences and an effective landscape buffer will be placed along the property line adjoining the neighbors. The site plan will require an enhanced landscape buffer and tree mitigation requirements along the edge of the property.

The applicant has held several outreach meetings with nearby neighbors, both in person at Koosh Jewelers and online on Zoom. Documentation of the outreach efforts are included as an attachment to this report. Several letters from nearby neighbors have been received by the Department and are included as attachments as well.

REZONING

Article 645 of the City's Land Development Code (LDC) states, requests for rezoning shall be referred to the Planning and Zoning Board for recommendation and the City Commission shall determine if the application meets the criteria identify in Section 645-40. The applicant's land use attorney Coker & Feiner has prepared a memo identifying how their request is consistent with the required criteria. Below are listed the specified criteria, followed by a summary of the applicant response and then by Community Development Department staff's analysis.

- (1) The request is consistent with the city's comprehensive plan; and

Applicant Response: The re-zoning request is consistent with the City's Comprehensive Plan, especially Policies 1.1 (Provide for a mix of residential communities which will promote a diverse population and a healthy environment), 5.1 (Encourage development to enhance the tax base of the community), 10.1 (Mixed-Use and Innovative Site Design) and 12.1 (Access Control)..

This application includes a request for flex unit allocation. Once flex units are allocated, the proposed request is consistent with the City's Comprehensive Plan. Furthermore, mixed use development is consistent with the City's Comprehensive Plan, especially along arterial corridors.

The proposed PRD-1 Zoning District serves as a well-balanced transition between the adjacent properties to the east and west of the subject site. East of the site are residential/single-family homes while to the west is a commercial catering hall. Re-zoning the property to PRD-1, which allows mixed use, will allow the property to serve as a transition between the commercial and residential uses which this property is between.

Staff Analysis: The analysis is correct regarding the Comprehensive Plan, flex units, and preference for mixed-use development. The proposed placement of the proposed uses is designed to maximize compatibility with adjacent land uses.

- (2) The request is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans, and master plans approved by the city commission; and

Applicant Response: *The requested re-zoning is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans and master plans to the extent that such plans exist for this area. Furthermore, the request is consistent with the requirements of the PRD-1 Zoning District in terms of the amount of frontage on an arterial roadway and any commercial use on the property will be consistent with the PRD-1 zoning requirements for a mixed use development.*

Staff Analysis: The analysis is correct regarding consistency with other plans. There is no redevelopment plan or neighborhood plan for this area.

(3) The request would not give privileges not generally extended to similarly situated property in the area, or result in an isolated district unrelated to adjacent or nearby districts; and

Applicant Response:

The re-zoning request will not give privileges extended to other similarly situated properties or result in an isolated zoning district. The subject site the requirements of the PRD-1 District. Along the Stirling Road Corridor there are commercially zoned property which front Stirling Road with residentially zoned property behind the commercial property.

The PRD Zoning Regulations allow for a development of at least a 1 acre and significant frontage along an arterial roadway. Special privileges are not being granted.

Staff Analysis: Staff agrees that the property would qualify to be developed under the existing PRD-1 development regulations.

a. The request furthers the city's adopted community redevelopment plan, if applicable; or
There are not adopted community redevelopment plans for this area

b. An error or ambiguity must be corrected; or
There is no error or ambiguity in the Code

c. There exists changed or changing conditions which make approval of the request appropriate;
or

Changed conditions exist. Mixed-use development appeals to younger workers who look for essential services nearby to the area where they live. The mix means that both uses will thrive as the residents use the commercial elements of the development and the commercial tenants rely on the residential use for a customer base. As more people work from home, telecommute or use rideshare or transit, it is vital for there to be nearby commercial uses to support the residential use. The mixed use zoning assists retail/commercial uses survive as the internet, especially with on-line delivery and purchasing, means that the time of the big box retail establishments or stand-alone commercial development seem to have past as many of these stores are disappearing. Thus, allowing mixed use and re-zoning to PRD allows appropriate use of the commercially zoned property, especially along an arterial street.

d. Substantial reasons exist why the property cannot be used in accordance with the existing zoning; or

The existing zoning district does not allow a mixed use development. The setback and other requirements of these zoning districts do not take into account the unique nature of a planned development, as the PRD Zoning District attempts to accomplish. With the property being burdened by FP&L easements, the PRD Zoning District is the only method by which all of the property can be utilized.

- e. The rezoning is appropriate for the orderly development of the city and is compatible with existing (conforming) adjacent land uses, and planned adjacent land uses.

The re-zoning is appropriate for the orderly development of the City. The re-zoning allows a mixed use project, which is not currently allowed in the existing zoning districts, along a major arterial roadway that meets the requirements for frontage and total lot size. In addition, the re-zoning and the proposed development would actually allow uses that are currently permitted on adjacent lands but in a more coherent manner.

Staff Analysis: Community Development staff is in general agreement with the applicant's zoning criteria statement and is supportive of the rezoning request.

ALLOCATION OF FLEXIBILITY UNITS

The underlying Future Land Use Map designation of Estate Residential permits one (1) dwelling unit per acre, which would yield ten (10) dwelling units for this ten (10) acre site. The applicant's proposal is for two hundred and thirty one (231) units, therefore the applicant is requesting the assignment of two hundred and twenty one (221) residential Flex Units from the city-wide unified Flex Zone. Currently there are seven hundred and eighty four (784) flex units remaining in the City. The application of these flex units would permit the property to be rezoned to PRD-1 and permit the proposed development to occur without the need to apply to Broward County for an amendment changing the underlying Future Land Use Map designation from Estate Residential to a higher density multifamily designation.

ALLOCATION OF FLEXIBILITY COMMERCIAL

The applicant is also requesting an allocation of 1/3 acre of commercial flexibility to the southern portion of the subject site. Commercial office or retail uses are allowed on property with a residential land use, provided that the application of flexibility means no more than 5% of the area designated for residential is used for commercial use. Currently there are 81.5 acres of Commercial Flex remaining within the City. The total area where the flex is being applied cannot exceed a total of 10 acres; in this case the request is for only 1/3 of an acre.

Budgetary Impact

Approval of the rezoning will enable this site to be redeveloped, expanding the City's tax roll and collection of applicable impact fees as described in the site plan resolution.

Planning and Zoning Board Recommendation

On April 20, 2022, the Planning and Zoning Board favorably recommended this item.

Recommendation

The PRD-1 Zoning District allows for mixed-use developments on arterial roadways, and this property meets the criteria for rezoning and application of flexibility. Therefore, staff recommends that this item be recommended for approval by the City Commission.



RZ-55-21

OT-57-21

REZONING

FLEX UNIT ALLOCATION

APPLICANT
KOOSH LIVING

PROPERTY ADDRESS
3851 STIRLING ROAD

FROM: ESTATE
RESIDENTIAL (E-1)

TO: PLANNED RESIDENTIAL
DEVELOPMENT (PRD-1)

Legend

- 1000' DISTANCE SEPARATION
- SUBJECT PROPERTY



DANIA BEACH
SEA IT LIVE IT LOVE IT

BEFORE



AFTER



0 100 200 400 600 800 Feet

Law Offices
COKER & FEINER
1404 South Andrews Avenue
Fort Lauderdale, FL 33316-1840

Telephone: (954) 761-3636

E-mail: rafeiner@coker-feiner.com

January 19, 2022

Re: Notice of Community Meeting/Koosh Living Project

Dear Neighbor:

Please be advised that this firm represents 3581 Stirling Holdings, LLLP ("Stirling Living"). Stirling Living owns the property located at 3851 Stirling Road. This property is sometimes referred to as the "FPL Property" because of the powerlines that run through the property. The property is generally located on the north side of Stirling Road just west of SW 37th Terrace.

Stirling Living is pursuing a re-zoning to PRD-1 along with a site plan to allow a mixed-use redevelopment on the site. The City's Planning & Zoning Board is scheduled to consider this item at its February 16, 2022 meeting. As a neighbor to this project we would like to invite you to attend one or all of the following informational meetings to discuss and receive your input on the project.

We have scheduled meetings for **February 3 and February 9 at 7 p.m.** at Koosh Jewelry located at 2790 Stirling Rd, Hollywood, FL 33020. Please bring masks with you if you are going to attend one or all of these meetings as we want to comply with appropriate CDC guidelines.

In addition, we have scheduled meetings via GoToMeetings on **January 31 and February 8 at 6:30 p.m.** The link to attend this virtual meeting is <https://www.gotomeet.me/JosephKaller>. The access code is 159-353-365 and if you are unable to attend this meeting via computer you can call into this virtual meeting by dialing 1-571-317-3112

Please feel free to attend one or all of these meetings. We value your input. At these meetings we will also have a copy of the proposed site plan though the site plan is not being considered by the Planning & Zoning Board..

If you have any questions or would like to speak with me outside of the meeting, please feel free to call me at the phone number listed above or e-mail me at the e-mail address above.

Sincerely,

/s/ **Rod A. Feiner**

ROD A. FEINER
For the Firm

Law Offices
COKER & FEINER
1404 South Andrews Avenue
Fort Lauderdale, FL 33316-1840

Telephone: (954) 761-3636
Facsimile: (954) 761-1818

Richard G. Coker, Jr., P.A.
Rod A. Feiner
Kathryn R. Coker

rgcoker@coker-feiner.com
rafeiner@coker-feiner.com
krcoker@coker-feiner.com

Via E-mail Only

November 3, 2021

Ms. Eleanor Norena, Director
Ms. Corrine Lajoie, Asst. Director
Community Development Department
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

Re: Stirling Living; Community Meetings
Site Address: 3851 Stirling Road

Dear Ms. Norena and Lajoie:

As you are aware, our firm represents 3851 Stirling Holdings, LLLP who is the Applicant for various development applications for the Stirling Living project. Stirling Holdings is also the owner of the property.

Please be advised that as the attorney for the Petitioner we advertised, notified and invited all property owners that are adjacent to the property and within the 3 neighboring blocks to the west of the subject site to attend various meetings regarding this project. The meetings were held at Koosh Jewlery located at 2790 Stirling Rd, Hollywood, FL 33020. A copy of the notice sent to these property owners is attached hereto. As you can tell from the notice, each meeting started at 6:30 p.m. There was sparse attendance at these meetings, I attach the sign in sheet. We briefed the attendees on the proposed development and also showed the attendees the proposed site plan, elevations and floor plans related to the project. At these meetings, besides a general curiosity asking what was being proposed, the residents that attended the meeting were in favor of the project.

In addition to these meetings, Dr. Stephanie Jofe contacted us and requested that we have a meeting with her and some other interested people through Zoom due to the ongoing COVID-19 Pandemic. That Zoom meeting has been scheduled for November 9, 2021 at 6:30 p.m. I will

provide City Staff a summary of this meeting as well.

Should you have any questions or required any additional information please feel free to contact me.

Very truly yours,

/s/ Rod A. Feiner

ROD A. FEINER

For the Firm

\tms

Law Offices
COKER & FEINER
1404 South Andrews Avenue
Fort Lauderdale, FL 33316-1840

Telephone: (954) 761-3636

E-mail: rafeiner@coker-feiner.com

August 23, 2021

Re: Notice of Community Meeting/Koosh Living Project
Revised to Set Time

Dear Neighbor:

Please be advised that this firm represents 3581 Stirling Holdings, LLLP ("Stirling Living"). Stirling Living owns the property located at 3851 Stirling Road. This property sometimes referred to as the "FPL Property" because of the powerlines that run through the property though also has an existing home and trailer on the property. The property is generally located on the north side of Stirling Road just west of SW 37th Terrace.

Stirling Living is pursuing a re-zoning to PRD-1 along with a site plan to allow a mixed-use redevelopment on the site. As a neighbor to the project we would like to invite you to attend one or all of the following meetings to discuss and receive your input on the project.

We have scheduled meetings for August 24th and 31st as well as September 9th, 15th and 23rd at 6:30 p.m. at Koosh Jewlery located at 2790 Stirling Rd, Hollywood, FL 33020. Please bring masks with you if you are going to attend a meeting as we want to comply with appropriate CDC guidelines. Please feel free to attend one or all of these meetings. We value your input. At the meeting we will also have a copy of the proposed site plan.

If you have any questions or would like to speak with me outside of the meeting, please feel free to call me at the phone number listed above or e-mail me at the e-mail address above.

Sincerely,

/s/ Rod A. Feiner

ROD A. FEINER
For the Firm

Michelle Nadel 917-716-7945

michelledhammer@hotmail.com

Jessica Kutoff jkutoff@gmail.com

Laine Granteed LGranteed@Tobinpub.com

Harrison Nadel

Sharon Sharaby
Carolyn Musk
Sen. Litterman

954 3946615
951-871-4457

From: yseewald@gmail.com <yseewald@gmail.com>

Sent: Wednesday, April 20, 2022 7:07 PM

To: Lajoie, Corinne <clajoie@daniabeachfl.gov>

Subject: Attn: Corine

Attention: Corine

To whom it may concern,

My name is Yosef Seewald. I reside at 5920 sw 37TH Ave. I am truly in favor of the project located on 3851 Stirling Road called Koosh Living. I think it's a great addition to our community and will only enhance our neighborhood. I walk frequently past the current derelict area and it looks terrible and ill-befitting our prosperous neighborhood. Moreover many more people are looking into moving but there is a supreme housing shortage and these homes would greatly help that need. While I respect the Live Oak canopy in our area, I myself have 19 oaks on my property, I do not consider that area on Stirling Road part of the three streets that support the canopy. I support the building of this housing complex.

Rivky and Yosef Seewald

From: tchemtov@gmail.com <tchemtov@gmail.com>

Sent: Wednesday, April 20, 2022 6:32 PM

To: Lajoie, Corinne <clajoie@daniabeachfl.gov>

Subject: Koosh Living at 3851 Stirling Road

Dear Ms. Lajoie,

I reside at 5800 SW 36th Terrace and am in favor of the project located at 3851 Stirling Road called Koosh Living. I think it will be a nice addition to the community and will enhance our neighborhood.

Thank you,

Terry Chemtov

From: Jacob Hamerman <jacob@apex-ventures.com>

Sent: Wednesday, April 20, 2022 6:33 PM

To: Lajoie, Corinne <clajoie@daniabeachfl.gov>

Subject: New project

Hi,

My name is Jacob Hamerman I reside at 5891 sw 37th Terrace fort Lauderdale, FLL 33312 my wife and I are truly in favor of the project located at 3851 Stirling road other wise known as Koosh Living. I think it's a great addition to our community.

Whishing them all the very best

Sent from my iPhone

From: S S <shirasipper@googlemail.com>

Sent: Wednesday, April 20, 2022 6:00 PM

To: Lajoie, Corinne <clajoie@daniabeachfl.gov>

Subject: Att Corine re: Koosh Living on stirring

To whom it may concern,

Hello, my name is Shira. I reside at 5921 SW 36th terrace and I want it to be known that I and my husband are truly in favor of the project located at 3851 stirring road called Koosh Living. We think it will be a great addition to our community and will only enhance our neighborhood by attracting a respectable clientele.

We look forward to enjoying the high end amenities and can't wait for this project to be completed.

All the best,

Shira

From: Moshe Laniado <molaniado@gmail.com>

Sent: Wednesday, April 20, 2022 1:45 PM

To: Lajoie, Corinne <clajoie@daniabeachfl.gov>

Subject: Attention: Corine

Hi, my name is Moshe Laniado.

I reside at 5960 sw 37th ave and I am

I'm truly in favor of the project located on 3851 stirring road called Koosh Living. I think it's a great addition to our community and will only enhance our neighborhood.

Thank you for your time.

Moshe

From: Silvana Korik <Silvana@korik.com>

Sent: Wednesday, April 20, 2022 8:55 AM

To: Lajoie, Corinne <clajoie@daniabeachfl.gov>

Subject: 3851 Stirling RD project

Hi my name is Silvana korik, I reside at 5830 SW 36th Terrace Dania Beach, FL 33312

I'm truly in favor of the project located on 3851 Stirling Rd Dania called Koosh living. I think it's a great addition to our community.

Thank you

Silvana Korik

From: Jessica Kutoff <jkutoff@gmail.com>

Sent: Wednesday, April 20, 2022 12:28 PM

To: Lajoie, Corinne <clajoie@daniabeachfl.gov>

Subject: 37th terrace project

Hi Corinne

I live on 37th terrace. I am in full support and am very excited about the project. I'm unable to attend tonight's meeting but want to make sure my voice is heard.

Thank you,

Jessica

917.678.9821

Sent from my iPhone

From: Naomi Weberman <nweberman@yahoo.com>

Date: April 20, 2022 at 11:16:24 AM EDT

To: "Lajoie, Corinne" <clajoie@daniabeachfl.gov>

Subject: For Corine- re: Koosh Living Project

Reply-To: Naomi Weberman <nweberman@yahoo.com>

To whom it may concern: My name is Naomi Zagelbaum. I'm sending this email on behalf of me and my husband Eli. We reside at 5810 SW 36th terrace and we are very much in favor of the project located at 3851 Stirling Road called *Koosh Living*. I think it will be a fabulous addition to our community and will only enhance our neighborhood and surrounding area. We are excited and look forward to the project being completed.

Sent from Yahoo Mail on Android

From: American Metals <americanmetals@amcchem.com>

Sent: Tuesday, April 19, 2022 12:55 PM

To: Lorber, Richard <rlorber@daniabeachfl.gov>

Subject: Koosh / Stirling Rd

Hello **from Israel**

I'm out of the country and will be unable to attend the Z&P meeting

However, I WOULD LIKE TO VOICE MY VERY STRONG AND VEHEMENT OPPOSITION TO A CHANGE OF THE ZONING OF THIS PROPERTY FROM E-1 to multi-use

Thanks

Regards

Barry Reichenberg3

ORDINANCE NO. 2022-__

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST, MADE BY ROD A. FEINER, ESQ., ON BEHALF OF 3851 STIRLING HOLDINGS, LLLP, FOR A REZONING (RZ-055-21) AND ALLOCATION OF FLEXIBILITY UNITS AND COMMERCIAL FLEXIBILITY (OT-057-21) FOR PROPERTIES GENERALLY LOCATED AT 3851 STIRLING ROAD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTIES FROM ESTATE (E-1) TO PLANNED RESIDENTIAL DEVELOPMENT DISTRICT (PRD-1), SUBJECT TO CERTAIN RESTRICTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, "Land Development Code," ("LDC") Part 6, "Development Review Procedures and Requirements," Article 645 "Rezoning" of the City Code of Ordinances (the "City Code"), 3851 Stirling Holdings, LLLP (the "Applicant") has applied to the City of Dania Beach (the "City") for approval of a Rezoning (RZ-055-21) from E-1 to PRD-1, an allocation of Flexibility ("Flex") Units and for an allocation of Commercial Flexibility (OT-057-21) of two hundred twenty one (221) residential units and one-third (1/3) of an acre of commercial flexibility for properties generally located at 3851 Stirling Road, as legally described in Exhibit "A;" and

WHEREAS, the City Planning and Zoning Board, sitting as the Local Planning Agency, held a duly advertised public hearing on April 20, 2022, and recommended approval of the Rezoning (RZ-055-21) and Flex Unit and Commercial Flex Allocation (OT-057-21) requests; and

WHEREAS, the City Commission conducted two (2) duly noticed public hearings in accordance with law; and

WHEREAS, the City Commission finds that the approval of the proposed Rezoning (RZ-055-21) and Flex Unit and Commercial Flex Allocation (OT-057-21) will protect the public health, safety, and welfare of the residents of the City, and further the purpose, goals, objectives and policies of the Comprehensive Plan;

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

Section 1. That the preceding "WHEREAS" clauses are ratified and incorporated as a

record of the legislative intent of this Ordinance.

Section 2. That pursuant to Chapter 28 “Land Development Code,” Part 6 “Development Review Procedures and Requirements,” Article 645 “Rezoning,” the Rezoning request (RZ-055-21) from Estate (E-1) to Planned Residential Development District (PRD-1) for the property generally located at 3851 Striling Road, as legally described in Exhibit “A,” is approved.

Section 3. That the assignment of two hundred and twenty one (221) residential Flex Units (OT-057-21) from the city-wide unified Flex Zone for property legally described in Exhibit “A” is approved.

Section 4. That the assignment of one-third (1/3) of an acre of Commercial Flex (OT-057-21) from the city-wide unified flex zone for the property legally described in Exhibit “A” is approved.

Section 5. That issuance of a development permit by a municipality does not in any way create any right on the part of an applicant to obtain a permit from a state or deferral agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to first obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Section 6. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 8. That this Ordinance shall be effective immediately upon its passage and adoption on second reading.

PASSED on first reading on _____, 2022.

PASSED AND ADOPTED on second reading on _____, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE BOUTISIS, ESQ.
CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

REED LAND CO SUB 2-32 D 31-50-42 LOT 13 LESS PT THEREOF LYING
WITHIN 53 OF S/L FOR RD

RZ-55-21
OT-57-21
REZONING

FLEX UNIT ALLOCATION

APPLICANT
KOOSH LIVING

PROPERTY ADDRESS
3851 STIRLING ROAD

FROM: ESTATE
RESIDENTIAL (E-1)

TO: PLANNED RESIDENTIAL
DEVELOPMENT (PRD-1)

Legend

1000' DISTANCE SEPARATION

SUBJECT PROPERTY



LAW OFFICES
COKER & FEINER
1404 SOUTH ANDREWS AVENUE
FORT LAUDERDALE, FLORIDA 33316-1840

RICHARD G. COKER, JR., P.A.
ROD A. FEINER
KATHRYN R. COKER

TELEPHONE (954)761-3636
TELEFAX (954)761-1818

rgcoker@coker-feiner.com
rafeiner@coker-feiner.com
krcoker@coker-feiner.com

MEMORANDUM

Date: January 11, 2022
To: City of Dania Beach
From: Rod A. Feiner, Esq.
Re: 3851 Stirling Holdings, LLLP
Re-Zoning & Allocation of Flex Unit Request

GENERAL PROJECT DESCRIPTION

GENERAL NATURE OF THE REQUEST

The Applicant and Owner, 3851 Stirling Holdings, LLLP (“Stirling Holdings”) is the current owner of this parcel of property and purchased the property in November, 2020. The property consists of one lot (the property needs to be platted) though it is substantially burdened with two Florida Power & Light easements for both power lines and access and buildings are not allowed to be located within the easement area. In this easement FP&L has installed power lines. The property is currently zoned E-1.

The Owner acquired the property for the purpose of creating a unified mixed-use development which will have retail/commercial uses on the building’s ground floor which fronts Stirling Road and then residential apartments above the commercial uses along with town homes along the eastern boundary of the property. The townhomes serve as an additional buffer for the adjacent single-family homes. This type of development allows full use of the property as parking and recreational activities can occur in the easement area under the power lines. The proposed development is allowed in the PRD-1 Zoning District. Such mixed-use development is essential to help retail/commercial uses survive as the internet, especially with on-line delivery and purchasing, mean that the time of the big box retail establishments or stand-alone commercial development have past as many of these stores are now filing bankruptcy and closing locations.

RE-ZONING REQUEST

A re-zoning from the E-1 to the PRD-1 Zoning District.¹

RE-ZONING REVIEW STANDARDS

1. *The request is consistent with the City's Comprehensive Plan.*

The re-zoning request is consistent with the City's Comprehensive Plan. The Owner and Applicant, concurrently with this application, has applied to the City for a flex unit allocation. Once flex units are allocated then the proposed request is consistent with the City's Comprehensive Plan. Furthermore, a mixed use development, which is what the PRD Zoning District allows, is consistent with the City's Comprehensive Plan, especially along arterial corridors.

In addition, the proposed PRD-1 Zoning District serves as a well-balanced transition between the adjacent properties to the east and west of the subject site. East of the site are residential/single-family homes while to the west of the property is a commercial use as a catering hall. Re-zoning the property to PRD-1, which allows mixed use, will allow the property to serve as a transition between the commercial and residential uses which this property is between.

In particular, this re-zoning request is consistent with the following policies of the Comprehensive Plan:

Policy 1.1. Provide for a mix of residential communities which will promote a diverse population and a healthy environment.

Policy 5.1. Encourage development to enhance the tax base of the community.

2. *The request is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans and master plans approved by the City Commission.*

The requested re-zoning is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans and master plans to the extent that such plans exist for this area. Furthermore, the request is consistent with the requirements of the PRD-1 Zoning District in terms of the amount of frontage on an arterial roadway and any commercial use on the property will be consistent with the PRD-1 zoning requirements for a mixed use development.

3. *The request would not give privileges not generally extended to similarly situated property in the area, or result in an isolated zoning district unrelated to adjacent or nearby districts.*

The re-zoning request will not give privileges extended to other similarly situated properties or result in an isolated zoning district. The PRD Zoning District allows mixed use, commercial and residential uses, to occur on one property provided that certain underlying requirements (frontage on an arterial roadway and property size) are satisfied. In this case the subject site satisfies all of the underlying requirements of the PRD-1 Zoning District. Furthermore, along the Stirling Road Corridor there are commercially zoned property which front Stirling Road with residentially zoned property behind the commercial property. The proposed re-zoning allows both the commercial and residential uses to remain and thus the PRD

¹ Concurrently with this application the Owner/Applicant is also requesting an award of flex units to meet the density allowed under the PRD-1 Zoning.

Zoning District will not result in an unrelated or isolated zoning district when compared with adjacent and nearby zoning districts. In addition, the proposed PRD-1 Zoning District serves as a well-balanced transition between the adjacent properties to the east and west of the subject site. East of the site are residential/single-family homes while to the west of the property is a commercial use as a catering hall. Re-zoning the property to PRD-1, which allows mixed use, will allow the property to serve as a transition between the commercial and residential uses

Furthermore, the PRD Zoning Regulations specifically allow for such a development where an amalgamation of property has occurred resulting in at least a 1 acre lot and significant frontage along an arterial roadway. Should another property owner be able to find a lot or lots along an arterial roadway which meets these requirements they will also be able to utilize the mixed use provisions of the PRD Zoning District, thus meaning that special privileges are not being granted.

- a. *The request furthers the City's adopted community redevelopment plan, if applicable*

There are not adopted community redevelopment plans for this area but the increase of density and adding commercial uses along an arterial roadway is an established goal in the City's Comprehensive Plan.

- b. *An error or ambiguity must be corrected.*

There is no error or ambiguity in the Code, but instead the PRD zoning regulations were clarified to specifically allow mixed use development in certain instances. Following this clarification to the zoning code this property now meets the criteria and thus the re-zoning can be said to satisfy an ambiguity.

- c. *There exists changed or changing conditions which make approval of the request appropriate.*

Changed or changing conditions exist which make approval of this request appropriate. In today's society a mixed use development is essential for commercial development to succeed and the younger generational workers look for a mixed use development where essential services can be provided in the area where they live. The mix of residential and commercial mean that both uses will thrive as the residents use the commercial elements of the development and the commercial tenants rely on the residential use for a customer base. As many more people work from home, telecommute and do not have their own motor vehicles (using rideshare or public transportation) it becomes more vital for there to be nearby commercial uses to support the residential use. A mixed use performs this function perfectly. In addition, the mixed use zoning assists retail/commercial uses survive as the internet, especially with on-line delivery and purchasing, means that the time of the big box retail establishments or stand-alone commercial development seem to have past as many of these stores are now filing bankruptcy and closing locations. Thus, allowing mixed use and re-zoning to PRD allows appropriate use of the commercially zoned property, especially along an arterial street.

- d. *Substantial reasons exist why the property cannot be used in accordance with existing zoning.*

The property cannot be used in accordance with existing zoning. The existing zoning district does not allow a mixed use development. In addition, the setback and other requirements of these zoning districts do not take into account the unique nature of a planned development, which is exactly what the PRD

Zoning District attempts to accomplish. In addition, with the property being burdened by FP&L easements the PRD Zoning District is the only method by which all of the property can be utilized.

e. The rezoning is appropriate for the orderly development of the City and is compatible with existing (conforming) adjacent land uses, and planned adjacent land uses.

The re-zoning is appropriate for the orderly development of the City. The re-zoning allows a mixed use project, which is not currently allowed in the existing zoning districts, along a major arterial roadway that meets the requirements for frontage and total lot size. In addition, the re-zoning and the proposed development would actually allow uses that are currently permitted on adjacent lands but in a more coherent manner.

Law Offices
COKER & FEINER
1404 South Andrews Avenue
Fort Lauderdale, FL 33316-1840

Telephone: (954) 761-3636
Facsimile: (954) 761-1818

Richard G. Coker, Jr., P.A.
Rod A. Feiner
Kathryn R. Coker

rgcoker@coker-feiner.com
rafeiner@coker-feiner.com
krcoker@coker-feiner.com

MEMORANDUM

To: Eleanor Norena, Director
Corinne LaJoie, Asst. Director
Richard Lorber, Planning & Zoning Manager

From: Rod A. Feiner, Esq. 

Date: March 27, 2022

Subject: Koosh/Stirling Living
3851 Stirling Road
Request for Allocation of One-Third (1/3) Acre of Commercial Flex to
Residential Land Use

As you are aware, we represent 3851 Stirling Holdings, LLC ("Owner") who owns the 10 acre real property located at 3851 Stirling Road. The Owner has filed a re-zoning request from E-1 to PRD-1, an allocation of 221 residential flex units and a for a site plan approval for a mixed use development comprised of 231 residential units, 13,500 sq. foot of retail facilities along with substantial landscaping and amenities.

The City Land Use Designation for the site is Estate (1) Residential. This category in the Land Use Plan allows for a density of 1 unit per gross acre. The Estate (1) Residential land use designation does not allow for commercial/retail uses. That does not, mean, however, that the proposed development would conflict with the City's Land Use Plan. To be compliant with the City's Land Use Plan the Owner is requesting an allocation of 1/3 acre of commercial flexibility to the subject site.¹

The City's Land Use Plan states that office and/or retail sales or merchandise or services are

¹ This is in addition to the residential flex units for which the Applicant has applied.

allowed on property with a residential land use provided that the application of flexibility means no more than 5% of the area designated for residential is used for office and/or retail sales or merchandise. In addition, the total area where the flex is being applied cannot exceed a total of 10 acres.

In this case the requested allocation of 1/3 acre of commercial flexibility meets the requirements for flexibility contained within the City's Land Use Plan. The requested area of office and/or retail sales or merchandise or services is less than 5% of the area designated for residential use. Only one-third (1/3) of an acre of a ten (10) acre site is being requested for commercial flexibility. In addition, the applicant does not own any property adjacent to this site and thus the total acreage of the commercial land use does not exceed a total of 10 acres.

The proposed request for commercial flexibility in a residential area is consistent with the Goals, Policies and Objectives of the City's Land Use Plan. Some of the Goals, Policies and Objectives which are consistent with this request are as follows:

Objective 1. Land Development Regulations shall be maintained which promote orderly growth, development and placement of land uses which will encourage a mix of residential types and a good quality of life for the residents of Dania Beach.

Policy 1.2. Commercialized activities will be provided to serve the residents of the community.

The proposed allocation of commercial flexibility promotes the orderly growth, development and placement of land uses. The proposed commercial flexibility request is for the southern one-third (1/3) of the property. This is the portion of the property which is adjacent to Stirling Road, which is a major arterial roadway in the City.

Allocating commercial flexibility to this property serves as a well-balanced transition between the adjacent properties to the east and west of the subject site. East of the site are residential/single-family homes while to the west of the property are commercial uses, including a catering hall. The slight area of requested commercial flexibility will help support a transition between the heavier commercial uses to the west and the single-family residential uses to the east.

In addition, it has been an expressed goal of the City to have commercial activity adjacent to major arterial streets while preserving the character of residential neighborhoods. This is what was accomplished with the establishment of the PRD-1 Zoning District, which only allows a mixed-use development if there is a certain amount of frontage on an arterial roadway and the property meets certain minimum size requirements. This is exactly what is occurring with the requested allocation of commercial flexibility.

All of the proposed commercial uses being proposed are commercial activities which serve the residents of the community. The applicant is requesting the commercial flexibility in order to re-zone the property to the PRD-1 Zoning District. The PRD-1 Zoning District allows mixed-use development but specifically mandates that only certain type of commercial/retail uses are allowed. These commercial/retail uses will serve the residents of the community as they are neighborhood uses.

Finally, allowing commercial uses to be mixed with residential uses is essential in today's society for commercial development to succeed. Younger generational workers look for a mixed-use development where essential services can be provided in the area where they live. Adding commercial flexibility to the property means that both the residential and commercial uses will thrive as the residents use the commercial elements of the development and the commercial tenants rely on the residential use for a customer base. As many more people work from home, telecommute and do not have their own motor vehicles (using rideshare or public transportation) it becomes more vital for there to be nearby commercial uses to support residential uses. The allocation of commercial flexibility performs this function perfectly.

The request for an allocation of commercial flexibility is also consistent with Policy 2.1 and 2.2 which states that facilities and services will meet the levels of service outlined in the Comprehensive Plan Elements and all facilities will be available and consistent with concurrency requirements.²

Response: The proposed allocation of commercial flexibility will not cause any degradation of facilities and services while also satisfying concurrency. In conjunction with this request the Owner has performed a traffic study which has been reviewed by both FDOT and City consultants. The traffic study shows that Stirling Road, the only roadway which has ingress and egress to the project, will continue to function within acceptable levels of service.

There is also sufficient capacity for both potable water and sanitary sewer to meet the requirements of the proposed development. Furthermore, the proposed development will contain all of its own surface water and surface water runoff and thus there will be no impact on the City's drainage systems and, in fact, allowing the flexibility allocation will help to improve drainage as drainage facilities will then be constructed on the Owner's property.

The proposed request satisfies Objective X of the Land Use Plan and Policies 10.1 and 10.2. Objective X states that "Land development regulations shall be maintained which provide for mixed land uses and other unique development techniques." Policy 10.1 and 10.2, which implement this Objective, state:

Policy 10.1 Innovative site design and land planning shall be permitted within these land development regulations.

Policy 10.2 The permitted uses of the Comprehensive Plan shall permit the mixing of land uses consistent with land development regulations.

The City has adopted the PRD-1 Zoning District as part of its land development regulations. The Owner is concurrently requesting to be re-zoned to this zoning district. The PRD-1 Zoning District specifically allows mixed-use developments provided that certain frontage on an arterial roadway exists and the property meets certain minimum size requirements. In this particular case the subject property meets and exceeds both of these criteria and it is appropriate for a mixed-use development to be constructed on this property. This is especially true since a majority of the property is not

² In addition to Policy 2.1 and 2.2, Objective VIII and the Policies which implement this Objective are satisfied for the same reason that the request meets Policies 2.1 and 2.2.

usable for structures since it is burdened with FP&L easements.

The proposed mixed-use development also provides innovative site design. The design of the building and the proposed project is innovative, with substantial landscaping being added to the site as well as recreational amenities being added outside of the commercial flexibility area. Many of the residential uses are located over the commercial uses

Based on all of the above the Applicant requests that the City allocate ½ acre of commercial flexibility to the southern portion of the property. Such request, as demonstrated above, is consistent with the City's Comprehensive Plan and it also furthers various Objectives and Goals of the Comprehensive Plan.



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☒ Rezoning
- ☒ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☒ Other: Allocation of Flex Units

Date Rec'd: _____

Petition No.: _____

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application.

For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 3851 Stirling Road

Lot(s): N/A Block: N/A Subdivision: N/A

Recorded Plat Name: Reed Land Company Subdivision (PB 2, Pg 32)

Folio Number(s): 504231070740 Legal Description: See attached

Applicant/Consultant/Legal Representative (circle one) Rod A. Feiner, Esq.

Address of Applicant: Coker & Feiner; 1404 South Andrews Ave., Ft. Lauderdale, FL 33316

Business Telephone: 954-761-3636 Home: 954-600-9451 Fax: 954-761-1818

E-mail address: rafeiner@coker-feiner.com

Name of Property Owner: 3851 Stirling Holdings, LLLP

Address of Property Owner: c/o Coker & Feiner; 1404 S. Andrews Ave., Ft. Lauderdale, FL 33316

Business Telephone: 954-394-6615 Home: _____ Fax: _____

Explanation of Request: re-zoning; allocation of flex units; site plan approval and Plat (filed separately)

*For Plats please provide proposed Plat Name for Variances please attach **Criteria Statement** as per Section 625.40 of the Land Development Code.*

Prop. Net Acreage: 10 Gross Acreage: 10 Prop. Square Footage: _____

Existing Use: Single family home Proposed Use: mixed use development

Is property owned individually, by a corporation, association, or a joint venture? Yes

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize Rod A. Felner, Esq. and any attorney with Coker & Felner (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 21st DAY OF July, 20 21

By:

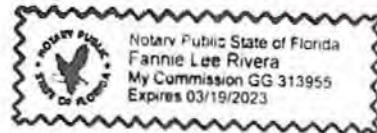
Sharon Sharaby

(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]

(Signature of Notary Public – State of Florida)



Personally known X or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

ORDINANCE NO. 2022-018

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST, MADE BY ROD A. FEINER, ESQ., ON BEHALF OF 3851 STIRLING HOLDINGS, LLLP, FOR A REZONING (RZ-055-21) AND ALLOCATION OF FLEXIBILITY UNITS AND COMMERCIAL FLEXIBILITY (OT-057-21) FOR PROPERTIES GENERALLY LOCATED AT 3851 STIRLING ROAD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTIES FROM ESTATE (E-1) TO PLANNED RESIDENTIAL DEVELOPMENT DISTRICT (PRD-1), SUBJECT TO CERTAIN RESTRICTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, "Land Development Code," ("LDC") Part 6, "Development Review Procedures and Requirements," Article 645 "Rezoning" of the City Code of Ordinances (the "City Code"), 3851 Stirling Holdings, LLLP (the "Applicant") has applied to the City of Dania Beach (the "City") for approval of a Rezoning (RZ-055-21) from E-1 to PRD-1, an allocation of Flexibility ("Flex") Units and for an allocation of Commercial Flexibility (OT-057-21) of two hundred twenty one (221) residential units and one-third (1/3) of an acre of commercial flexibility for properties generally located at 3851 Stirling Road, as legally described in Exhibit "A;" and

WHEREAS, the City Planning and Zoning Board, sitting as the Local Planning Agency, held a duly advertised public hearing on April 20, 2022, and recommended approval of the Rezoning (RZ-055-21) and Flex Unit and Commercial Flex Allocation (OT-057-21) requests; and

WHEREAS, the City Commission conducted two (2) duly noticed public hearings in accordance with law; and

WHEREAS, the City Commission finds that the approval of the proposed Rezoning (RZ-055-21) and Flex Unit and Commercial Flex Allocation (OT-057-21) will protect the public health, safety, and welfare of the residents of the City, and further the purpose, goals, objectives and policies of the Comprehensive Plan;

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

Section 1. That the preceding “WHEREAS” clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That pursuant to Chapter 28 “Land Development Code,” Part 6 “Development Review Procedures and Requirements,” Article 645 “Rezoning,” the Rezoning request (RZ-055-21) from Estate (E-1) to Planned Residential Development District (PRD-1) for the property generally located at 3851 Strling Road, as legally described in Exhibit “A,” is approved.

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Section 6. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 8. That this Ordinance shall be effective immediately upon its passage and adoption on second reading.

PASSED on first reading on May 10, 2022.

PASSED AND ADOPTED on second reading on _____, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

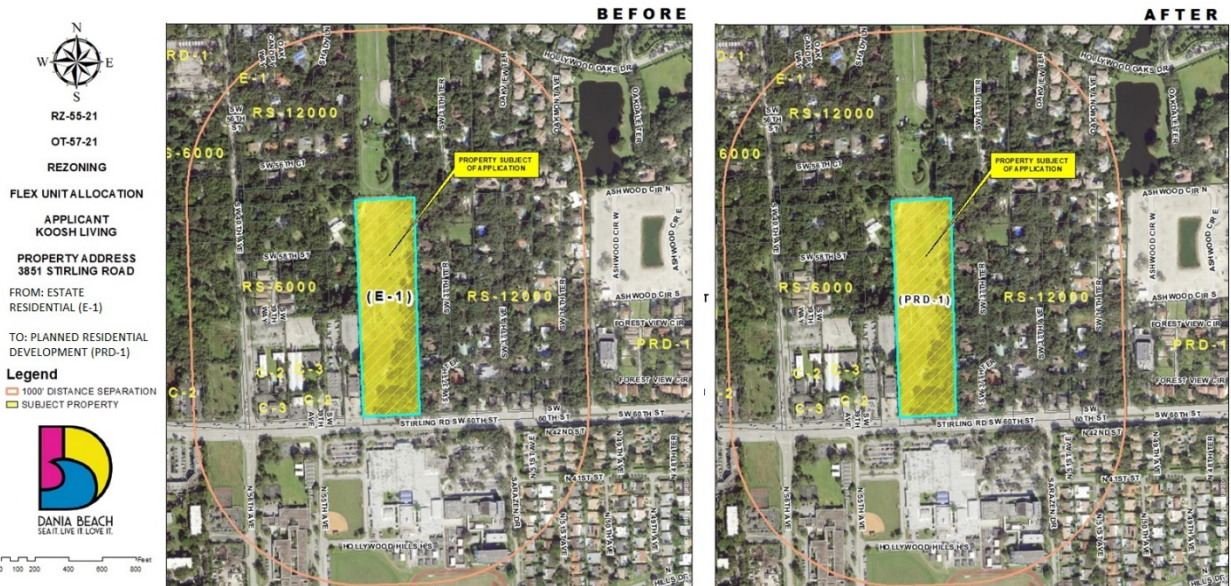
APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTISIS
CITY ATTORNEY

EXHIBIT "A"

LEGAL DESCRIPTION

REED LAND CO SUB 2-32 D 31-50-42 LOT 13 LESS PT THEREOF LYING
WITHIN 53 OF S/L FOR RD





ORDINANCE NO. 2022-__

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST, MADE BY ROD A. FEINER, ESQ., ON BEHALF OF 3851 STIRLING HOLDINGS, LLLP, FOR A REZONING (RZ-055-21) AND ALLOCATION OF FLEXIBILITY UNITS AND COMMERCIAL FLEXIBILITY (OT-057-21) FOR PROPERTIES GENERALLY LOCATED AT 3851 STIRLING ROAD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A,” A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTIES FROM ESTATE (E-1) TO PLANNED RESIDENTIAL DEVELOPMENT DISTRICT (PRD-1), SUBJECT TO CERTAIN RESTRICTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, “Land Development Code,” (“LDC”) Part 6, “Development Review Procedures and Requirements,” Article 645 “Rezoning” of the City Code of Ordinances (the “City Code”), 3851 Stirling Holdings, LLLP (the “Applicant”) has applied to the City of Dania Beach (the “City”) for approval of a Rezoning (RZ-055-21) from E-1 to PRD-1, an allocation of Flexibility (“Flex”) Units and for an allocation of Commercial Flexibility (OT-057-21) of two hundred twenty one (221) residential units and one-third (1/3) of an acre of commercial flexibility for properties generally located at 3851 Stirling Road, as legally described in Exhibit “A;” and

WHEREAS, the City Planning and Zoning Board, sitting as the Local Planning Agency, held a duly advertised public hearing on April 20, 2022, and recommended approval of the Rezoning (RZ-055-21) and Flex Unit and Commercial Flex Allocation (OT-057-21) requests; and

WHEREAS, the City Commission conducted two (2) duly noticed public hearings in accordance with law; and

WHEREAS, the City Commission finds that the approval of the proposed Rezoning (RZ-055-21) and Flex Unit and Commercial Flex Allocation (OT-057-21) will protect the public health, safety, and welfare of the residents of the City, and further the purpose, goals, objectives and policies of the Comprehensive Plan;

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

Section 1. That the preceding “WHEREAS” clauses are ratified and incorporated as a

record of the legislative intent of this Ordinance.

Section 2. That pursuant to Chapter 28 “Land Development Code,” Part 6 “Development Review Procedures and Requirements,” Article 645 “Rezoning,” the Rezoning request (RZ-055-21) from Estate (E-1) to Planned Residential Development District (PRD-1) for the property generally located at 3851 Striling Road, as legally described in Exhibit “A,” is approved.

Section 3. That the assignment of two hundred and twenty one (221) residential Flex Units (OT-057-21) from the city-wide unified Flex Zone for property legally described in Exhibit “A” is approved.

Section 4. That the assignment of one-third (1/3) of an acre of Commercial Flex (OT-057-21) from the city-wide unified flex zone for the property legally described in Exhibit “A” is approved.

Section 5. That issuance of a development permit by a municipality does not in any way create any right on the part of an applicant to obtain a permit from a state or deferral agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to first obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Section 6. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 8. That this Ordinance shall be effective immediately upon its passage and adoption on second reading.

PASSED on first reading on _____, 2022.

PASSED AND ADOPTED on second reading on _____, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE BOUTISIS, ESQ.
CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

REED LAND CO SUB 2-32 D 31-50-42 LOT 13 LESS PT THEREOF LYING
WITHIN 53 OF S/L FOR RD

RZ-55-21
OT-57-21
REZONING

FLEX UNIT ALLOCATION

APPLICANT
KOOSH LIVING

PROPERTY ADDRESS
3851 STIRLING ROAD

FROM: ESTATE
RESIDENTIAL (E-1)

TO: PLANNED RESIDENTIAL
DEVELOPMENT (PRD-1)

Legend

1000' DISTANCE SEPARATION

SUBJECT PROPERTY



LAW OFFICES
COKER & FEINER
1404 SOUTH ANDREWS AVENUE
FORT LAUDERDALE, FLORIDA 33316-1840

RICHARD G. COKER, JR., P.A.
ROD A. FEINER
KATHRYN R. COKER

TELEPHONE (954)761-3636
TELEFAX (954)761-1818

rgcoker@coker-feiner.com
rafeiner@coker-feiner.com
krcoker@coker-feiner.com

MEMORANDUM

Date: January 11, 2022
To: City of Dania Beach
From: Rod A. Feiner, Esq.
Re: 3851 Stirling Holdings, LLLP
Re-Zoning & Allocation of Flex Unit Request

GENERAL PROJECT DESCRIPTION

GENERAL NATURE OF THE REQUEST

The Applicant and Owner, 3851 Stirling Holdings, LLLP ("Stirling Holdings") is the current owner of this parcel of property and purchased the property in November, 2020. The property consists of one lot (the property needs to be platted) though it is substantially burdened with two Florida Power & Light easements for both power lines and access and buildings are not allowed to be located within the easement area. In this easement FP&L has installed power lines. The property is currently zoned E-1.

The Owner acquired the property for the purpose of creating a unified mixed-use development which will have retail/commercial uses on the building's ground floor which fronts Stirling Road and then residential apartments above the commercial uses along with town homes along the eastern boundary of the property. The townhomes serve as an additional buffer for the adjacent single-family homes. This type of development allows full use of the property as parking and recreational activities can occur in the easement area under the power lines. The proposed development is allowed in the PRD-1 Zoning District. Such mixed-use development is essential to help retail/commercial uses survive as the internet, especially with on-line delivery and purchasing, mean that the time of the big box retail establishments or stand-alone commercial development have past as many of these stores are now filing bankruptcy and closing locations.

RE-ZONING REQUEST

A re-zoning from the E-1 to the PRD-1 Zoning District.¹

RE-ZONING REVIEW STANDARDS

1. *The request is consistent with the City's Comprehensive Plan.*

The re-zoning request is consistent with the City's Comprehensive Plan. The Owner and Applicant, concurrently with this application, has applied to the City for a flex unit allocation. Once flex units are allocated then the proposed request is consistent with the City's Comprehensive Plan. Furthermore, a mixed use development, which is what the PRD Zoning District allows, is consistent with the City's Comprehensive Plan, especially along arterial corridors.

In addition, the proposed PRD-1 Zoning District serves as a well-balanced transition between the adjacent properties to the east and west of the subject site. East of the site are residential/single-family homes while to the west of the property is a commercial use as a catering hall. Re-zoning the property to PRD-1, which allows mixed use, will allow the property to serve as a transition between the commercial and residential uses which this property is between.

In particular, this re-zoning request is consistent with the following policies of the Comprehensive Plan:

Policy 1.1. Provide for a mix of residential communities which will promote a diverse population and a healthy environment.

Policy 5.1. Encourage development to enhance the tax base of the community.

2. *The request is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans and master plans approved by the City Commission.*

The requested re-zoning is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans and master plans to the extent that such plans exist for this area. Furthermore, the request is consistent with the requirements of the PRD-1 Zoning District in terms of the amount of frontage on an arterial roadway and any commercial use on the property will be consistent with the PRD-1 zoning requirements for a mixed use development.

3. *The request would not give privileges not generally extended to similarly situated property in the area, or result in an isolated zoning district unrelated to adjacent or nearby districts.*

The re-zoning request will not give privileges extended to other similarly situated properties or result in an isolated zoning district. The PRD Zoning District allows mixed use, commercial and residential uses, to occur on one property provided that certain underlying requirements (frontage on an arterial roadway and property size) are satisfied. In this case the subject site satisfies all of the underlying requirements of the PRD-1 Zoning District. Furthermore, along the Stirling Road Corridor there are commercially zoned property which front Stirling Road with residentially zoned property behind the commercial property. The proposed re-zoning allows both the commercial and residential uses to remain and thus the PRD

¹ Concurrently with this application the Owner/Applicant is also requesting an award of flex units to meet the density allowed under the PRD-1 Zoning.

Zoning District will not result in an unrelated or isolated zoning district when compared with adjacent and nearby zoning districts. In addition, the proposed PRD-1 Zoning District serves as a well-balanced transition between the adjacent properties to the east and west of the subject site. East of the site are residential/single-family homes while to the west of the property is a commercial use as a catering hall. Re-zoning the property to PRD-1, which allows mixed use, will allow the property to serve as a transition between the commercial and residential uses

Furthermore, the PRD Zoning Regulations specifically allow for such a development where an amalgamation of property has occurred resulting in at least a 1 acre lot and significant frontage along an arterial roadway. Should another property owner be able to find a lot or lots along an arterial roadway which meets these requirements they will also be able to utilize the mixed use provisions of the PRD Zoning District, thus meaning that special privileges are not being granted.

a. *The request furthers the City's adopted community redevelopment plan, if applicable*

There are not adopted community redevelopment plans for this area but the increase of density and adding commercial uses along an arterial roadway is an established goal in the City's Comprehensive Plan.

b. *An error or ambiguity must be corrected.*

There is no error or ambiguity in the Code, but instead the PRD zoning regulations were clarified to specifically allow mixed use development in certain instances. Following this clarification to the zoning code this property now meets the criteria and thus the re-zoning can be said to satisfy an ambiguity.

c. *There exists changed or changing conditions which make approval of the request appropriate.*

Changed or changing conditions exist which make approval of this request appropriate. In today's society a mixed use development is essential for commercial development to succeed and the younger generational workers look for a mixed use development where essential services can be provided in the area where they live. The mix of residential and commercial mean that both uses will thrive as the residents use the commercial elements of the development and the commercial tenants rely on the residential use for a customer base. As many more people work from home, telecommute and do not have their own motor vehicles (using rideshare or public transportation) it becomes more vital for there to be nearby commercial uses to support the residential use. A mixed use performs this function perfectly. In addition, the mixed use zoning assists retail/commercial uses survive as the internet, especially with on-line delivery and purchasing, means that the time of the big box retail establishments or stand-alone commercial development seem to have past as many of these stores are now filing bankruptcy and closing locations. Thus, allowing mixed use and re-zoning to PRD allows appropriate use of the commercially zoned property, especially along an arterial street.

d. *Substantial reasons exist why the property cannot be used in accordance with existing zoning.*

The property cannot be used in accordance with existing zoning. The existing zoning district does not allow a mixed use development. In addition, the setback and other requirements of these zoning districts do not take into account the unique nature of a planned development, which is exactly what the PRD

Zoning District attempts to accomplish. In addition, with the property being burdened by FP&L easements the PRD Zoning District is the only method by which all of the property can be utilized.

e. The rezoning is appropriate for the orderly development of the City and is compatible with existing (conforming) adjacent land uses, and planned adjacent land uses.

The re-zoning is appropriate for the orderly development of the City. The re-zoning allows a mixed use project, which is not currently allowed in the existing zoning districts, along a major arterial roadway that meets the requirements for frontage and total lot size. In addition, the re-zoning and the proposed development would actually allow uses that are currently permitted on adjacent lands but in a more coherent manner.

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1404 South Andrews Avenue
Fort Lauderdale, FL 33316-1840

Telephone: (954) 761-3636
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Richard G. Coker, Jr., P.A.
Rod A. Feiner
Kathryn R. Coker

rgcoker@coker-feiner.com
rafeiner@coker-feiner.com
krcoker@coker-feiner.com

MEMORANDUM

To: Eleanor Norena, Director
Corinne LaJoie, Asst. Director
Richard Lorber, Planning & Zoning Manager

From: Rod A. Feiner, Esq. 

Date: March 27, 2022

Subject: Koosh/Stirling Living
3851 Stirling Road
Request for Allocation of One-Third (1/3) Acre of Commercial Flex to
Residential Land Use

As you are aware, we represent 3851 Stirling Holdings, LLC ("Owner") who owns the 10 acre real property located at 3851 Stirling Road. The Owner has filed a re-zoning request from E-1 to PRD-1, an allocation of 221 residential flex units and a for a site plan approval for a mixed use development comprised of 231 residential units, 13,500 sq. foot of retail facilities along with substantial landscaping and amenities.

The City Land Use Designation for the site is Estate (1) Residential. This category in the Land Use Plan allows for a density of 1 unit per gross acre. The Estate (1) Residential land use designation does not allow for commercial/retail uses. That does not, mean, however, that the proposed development would conflict with the City's Land Use Plan. To be compliant with the City's Land Use Plan the Owner is requesting an allocation of 1/3 acre of commercial flexibility to the subject site.¹

The City's Land Use Plan states that office and/or retail sales or merchandise or services are

¹ This is in addition to the residential flex units for which the Applicant has applied.

allowed on property with a residential land use provided that the application of flexibility means no more than 5% of the area designated for residential is used for office and/or retail sales or merchandise. In addition, the total area where the flex is being applied cannot exceed a total of 10 acres.

In this case the requested allocation of 1/3 acre of commercial flexibility meets the requirements for flexibility contained within the City's Land Use Plan. The requested area of office and/or retail sales or merchandise or services is less than 5% of the area designated for residential use. Only one-third (1/3) of an acre of a ten (10) acre site is being requested for commercial flexibility. In addition, the applicant does not own any property adjacent to this site and thus the total acreage of the commercial land use does not exceed a total of 10 acres.

The proposed request for commercial flexibility in a residential area is consistent with the Goals, Policies and Objectives of the City's Land Use Plan. Some of the Goals, Policies and Objectives which are consistent with this request are as follows:

Objective 1. Land Development Regulations shall be maintained which promote orderly growth, development and placement of land uses which will encourage a mix of residential types and a good quality of life for the residents of Dania Beach.

Policy 1.2. Commercialized activities will be provided to serve the residents of the community.

The proposed allocation of commercial flexibility promotes the orderly growth, development and placement of land uses. The proposed commercial flexibility request is for the southern one-third (1/3) of the property. This is the portion of the property which is adjacent to Stirling Road, which is a major arterial roadway in the City.

Allocating commercial flexibility to this property serves as a well-balanced transition between the adjacent properties to the east and west of the subject site. East of the site are residential/single-family homes while to the west of the property are commercial uses, including a catering hall. The slight area of requested commercial flexibility will help support a transition between the heavier commercial uses to the west and the single-family residential uses to the east.

In addition, it has been an expressed goal of the City to have commercial activity adjacent to major arterial streets while preserving the character of residential neighborhoods. This is what was accomplished with the establishment of the PRD-1 Zoning District, which only allows a mixed-use development if there is a certain amount of frontage on an arterial roadway and the property meets certain minimum size requirements. This is exactly what is occurring with the requested allocation of commercial flexibility.

All of the proposed commercial uses being proposed are commercial activities which serve the residents of the community. The applicant is requesting the commercial flexibility in order to re-zone the property to the PRD-1 Zoning District. The PRD-1 Zoning District allows mixed-use development but specifically mandates that only certain type of commercial/retail uses are allowed. These commercial/retail uses will serve the residents of the community as they are neighborhood uses.

Finally, allowing commercial uses to be mixed with residential uses is essential in today's society for commercial development to succeed. Younger generational workers look for a mixed-use development where essential services can be provided in the area where they live. Adding commercial flexibility to the property means that both the residential and commercial uses will thrive as the residents use the commercial elements of the development and the commercial tenants rely on the residential use for a customer base. As many more people work from home, telecommute and do not have their own motor vehicles (using rideshare or public transportation) it becomes more vital for there to be nearby commercial uses to support residential uses. The allocation of commercial flexibility performs this function perfectly.

The request for an allocation of commercial flexibility is also consistent with Policy 2.1 and 2.2 which states that facilities and services will meet the levels of service outlined in the Comprehensive Plan Elements and all facilities will be available and consistent with concurrency requirements.²

Response: The proposed allocation of commercial flexibility will not cause any degradation of facilities and services while also satisfying concurrency. In conjunction with this request the Owner has performed a traffic study which has been reviewed by both FDOT and City consultants. The traffic study shows that Stirling Road, the only roadway which has ingress and egress to the project, will continue to function within acceptable levels of service.

There is also sufficient capacity for both potable water and sanitary sewer to meet the requirements of the proposed development. Furthermore, the proposed development will contain all of its own surface water and surface water runoff and thus there will be no impact on the City's drainage systems and, in fact, allowing the flexibility allocation will help to improve drainage as drainage facilities will then be constructed on the Owner's property.

The proposed request satisfies Objective X of the Land Use Plan and Policies 10.1 and 10.2. Objective X states that "Land development regulations shall be maintained which provide for mixed land uses and other unique development techniques." Policy 10.1 and 10.2, which implement this Objective, state:

Policy 10.1 Innovative site design and land planning shall be permitted within these land development regulations.

Policy 10.2 The permitted uses of the Comprehensive Plan shall permit the mixing of land uses consistent with land development regulations.

The City has adopted the PRD-1 Zoning District as part of its land development regulations. The Owner is concurrently requesting to be re-zoned to this zoning district. The PRD-1 Zoning District specifically allows mixed-use developments provided that certain frontage on an arterial roadway exists and the property meets certain minimum size requirements. In this particular case the subject property meets and exceeds both of these criteria and it is appropriate for a mixed-use development to be constructed on this property. This is especially true since a majority of the property is not

² In addition to Policy 2.1 and 2.2, Objective VIII and the Policies which implement this Objective are satisfied for the same reason that the request meets Policies 2.1 and 2.2.

usable for structures since it is burdened with FP&L easements.

The proposed mixed-use development also provides innovative site design. The design of the building and the proposed project is innovative, with substantial landscaping being added to the site as well as recreational amenities being added outside of the commercial flexibility area. Many of the residential uses are located over the commercial uses

Based on all of the above the Applicant requests that the City allocate ½ acre of commercial flexibility to the southern portion of the property. Such request, as demonstrated above, is consistent with the City's Comprehensive Plan and it also furthers various Objectives and Goals of the Comprehensive Plan.

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Fort Lauderdale, FL 33316-1840

Telephone: (954) 761-3636

E-mail: rafeiner@coker-feiner.com

January 19, 2022

Re: Notice of Community Meeting/Koosh Living Project

Dear Neighbor:

Please be advised that this firm represents 3581 Stirling Holdings, LLLP ("Stirling Living"). Stirling Living owns the property located at 3851 Stirling Road. This property is sometimes referred to as the "FPL Property" because of the powerlines that run through the property. The property is generally located on the north side of Stirling Road just west of SW 37th Terrace.

Stirling Living is pursuing a re-zoning to PRD-1 along with a site plan to allow a mixed-use redevelopment on the site. The City's Planning & Zoning Board is scheduled to consider this item at its February 16, 2022 meeting. As a neighbor to this project we would like to invite you to attend one or all of the following informational meetings to discuss and receive your input on the project.

We have scheduled meetings for **February 3 and February 9 at 7 p.m.** at Koosh Jewelry located at 2790 Stirling Rd, Hollywood, FL 33020. Please bring masks with you if you are going to attend one or all of these meetings as we want to comply with appropriate CDC guidelines.

In addition, we have scheduled meetings via GoToMeetings on **January 31 and February 8 at 6:30 p.m.** The link to attend this virtual meeting is <https://www.gotomeet.me/JosephKaller>. The access code is 159-353-365 and if you are unable to attend this meeting via computer you can call into this virtual meeting by dialing 1-571-317-3112

Please feel free to attend one or all of these meetings. We value your input. At these meetings we will also have a copy of the proposed site plan though the site plan is not being considered by the Planning & Zoning Board..

If you have any questions or would like to speak with me outside of the meeting, please feel free to call me at the phone number listed above or e-mail me at the e-mail address above.

Sincerely,

/s/ **Rod A. Feiner**

ROD A. FEINER
For the Firm



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☒ Rezoning
- ☒ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☒ Other: Allocation of Flex Units

Date Rec'd: _____

Petition No.: _____

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application.

For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 3851 Stirling Road

Lot(s): N/A Block: N/A Subdivision: N/A

Recorded Plat Name: Reed Land Company Subdivision (PB 2, Pg 32)

Folio Number(s): 504231070740 Legal Description: See attached

Applicant/Consultant/Legal Representative (circle one) Rod A. Feiner, Esq.

Address of Applicant: Coker & Feiner; 1404 South Andrews Ave., Ft. Lauderdale, FL 33316

Business Telephone: 954-761-3636 Home: 954-600-9451 Fax: 954-761-1818

E-mail address: rafeiner@coker-feiner.com

Name of Property Owner: 3851 Stirling Holdings, LLLP

Address of Property Owner: c/o Coker & Feiner; 1404 S. Andrews Ave., Ft. Lauderdale, FL 33316

Business Telephone: 954-394-6615 Home: _____ Fax: _____

Explanation of Request: re-zoning; allocation of flex units; site plan approval and Plat (filed separately)

*For Plats please provide proposed Plat Name for Variances please attach **Criteria Statement** as per Section 625.40 of the Land Development Code.*

Prop. Net Acreage: 10 Gross Acreage: 10 Prop. Square Footage: _____

Existing Use: Single family home Proposed Use: mixed use development

Is property owned individually, by a corporation, association, or a joint venture? Yes

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize Rod A. Felner, Esq. and any attorney with Coker & Felner (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 21st DAY OF July, 20 21

By:

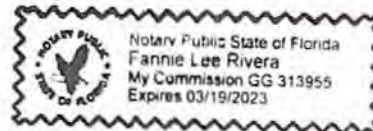
Sharon Sharaby

(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]

(Signature of Notary Public – State of Florida)



Personally known X or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***



**CITY OF DANIA BEACH, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
MAILING LIST AND LABELS**

STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME, the undersigned authority, personally appeared Christina Mathews,
(Print Name)

who, after being duly sworn, deposes and says:

1. I am an individual over the age of 18 years old and

(CHECK APPLICABLE SPACE)

I am the property Owner of the property identified below,

OR

X _____ I represent to the City of Dania Beach, Florida that I am an authorized agent and representative of the property owner(s), 3851 Stirling Holdings LLLP, _____,
(Print Name of Property Owner)

for the property located at 3851 Stirling Road (the "Property"), and this
(Address)

sworn statement pertains to the application for Rezoning & Flex Unit Allocation

(Briefly describe application, such as "site plan approval" or a "variance" or a "special exemption")
relating to Petition number(s) _____.

2. Pursuant to **Sec. 610-20(D)** of the Land Development Code ("LDC") of the Code of Ordinances of the City of Dania Beach, Florida, I understand that there is a mailing date deadline for notices and that as the applicant for the petition, I must provide the City with:
 - One (1) set of Mailing Labels, and
 - One (1) copy of the mailing list for all property owners who or which own property located within 1,000 feet of the subject property.
3. I understand that I am legally responsible for timely providing the City with the mailing labels and mailing list a minimum of twenty-five (25) days prior to the mailing date (for projects which may have more than 200 mailings, I understand that City staff may request labels even earlier). The mailing date is _____, 20____. I am also aware that pursuant to **LDC Sec. 610-30(D)(3)**, "[T]he mail notice shall contain substantially the same information as provided in the newspaper advertisement for the same application, and shall also contain the legal description of the subject property, the approximate relation to the nearest cross street(s) and a map or demarcated aerial photograph showing its approximate size, location and relationship to adjacent properties."

4. If I do not timely provide the mailing labels and mailing list, the City will need to delay the processing of the application.

OWNER OR REPRESENTATIVE:

JOINT OWNER (IF APPLICABLE)

Signature

Signature

PRINT Name

PRINT Name

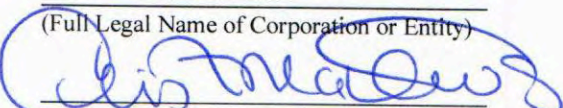
Title

Title

**IF CORPORATION, LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP
OR OTHER ENTITY:**

Cutro & Associates

(Full Legal Name of Corporation or Entity)



Signature

Christina Mathews

PRINT Name

Mng

Title

On January 10, 2022, personally appeared Christina Mathews, and (if applicable, if there is a co-owner) _____, as the Owner(s) of the property described above. Such person(s) is/are personally known to me or produced identification. _____ his/her/their





NOTARY PUBLIC

State of Florida

My Commission Expires: 2-17-25

3851 STIRLING HOLDINGS LLLP
% COKER & FEINER
1404 S ANDREWS AVE
FORT LAUDERDALE FL 33316

3905 SW 58TH ST LLC
9595 HARDING AVE
SURFSIDE FL 33154

4107 N 48 TERRACE LLC
4701 N 37 ST
HOLLYWOOD FL 33021

5961 HOLLYWOOD LLC
5961 SW 37 AVE
FORT LAUDERDALE FL 33312

5980 SW 40 LLC
16375 NE 18 AVE STE 201
NORTH MIAMI BEACH FL 33162

ABRGEL,ELI
GIBLY,LILACH
5981 SW 37 TER
FORT LAUDERDALE FL 33312 6202

ADAR,MATISYAHY & MIRIAM
5653 OAKMONT AVE
FORT LAUDERDALE FL 33312

ALEF TR
HALPERIN,JAMES TRSTEE
11098 BISCAYNE BLVD STE 203
NORTH MIAMI FL 33161

ALL SOUTH FLORIDA
DEVELOPMENT INC
201 SE 2 AVE
DANIA BEACH FL 33004

AMSELEM,SHALOM & MICHELLEN
5706 OAKMONT AVE
FORT LAUDERDALE FL 33312

AMSELEM,YAAKOV J & MIRIAM
5820 SW 36 TER
FORT LAUDERDALE FL 33312 6241

ANAGNOSTE,SCOTT R
5940 SW 37 TER
FORT LAUDERDALE FL 33442

ARGY,SHARON
5690 OAKMONT AVE
FORT LAUDERDALE FL 33312 6269

ARNOLD,GARY
5636 OAKMONT AVE
FORT LAUDERDALE FL 33312 6269

ARSC INC
3445 HOLLYWOOD OAKS DR
FORT LAUDERDALE FL 33312 6388

B'NAI SEPHARDIM SHAARE SHALOM
OF HOLLYWOOD INC
3670 STIRLING RD
FORT LAUDERDALE FL 33312

BANKS,ROBERT W
3831 SW 56 ST
FORT LAUDERDALE FL 33312 6207

BCD DANIA OAKS LLC
20900 NE 30 AVE #200
AVENTURA FL 33180

BEER,MYRONBEER,MINDY
5901 SW 37 AVE
FORT LAUDERDALE FL 33312

BELKOV FAMILY R/E
LIMITED PARTNERSHIP
5672 BROOKFIELD CIRCLE EAST
FORT LAUDERDALE FL 33312 6256

BENDOSA,AKIVA
RIVERA,ELIZABETH A
5829 SW 39 WAY
FORT LAUDERDALE FL 33312

BENEDICT,ANTHONY
5841 SW 37 AVE
FORT LAUDERDALE FL 33312

BERDUGO FAM TR
BERDUGO,DAVID & BERDUGO,M TRSTEE
5861 SW 37 AVE
FORT LAUDERDALE FL 33312

BERDUGO,DAVID & MERYL
BERDUGO,ISAAC Z & JACQUELINE
5861 SW 37 AVE
FORT LAUDERDALE FL 33312 6236

BERKOWITZ,SHERYL E
5641 OAKVIEW TER
FORT LAUDERDALE FL 33312 6272

BERLAGOSKY,SHIMON
REIKONNEN,NADEJDA
5620 OAKVIEW TER
FORT LAUDERDALE FL 33312

BICHACHI,ELIAS
HIRSCHMANN,GABRIELLA
5910 SW 37 AVE
FORT LAUDERDALE FL 33312

BREEN,ROBERT J & SALLY M
6740 SW 55 ST
DAVIE FL 33314

BROWARD CHILDREN'S CENTER
SUPPORTING FOUNDATION INC
200 SE 19 AVE
POMPANO BEACH FL 33060

BROWARD COUNTY BOARD OF
COUNTY COMMISSIONERS
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301 1801

CABESSA PALACE 5941 SW
36TERRACE LLC
210 SW 15 ST
FORT LAUDERDALE FL 33315

CAMHI,DAVID
GOLDSCHMIDT,STEPHANIE
5689 OAKMONT AVE
FORT LAUDERDALE FL 33312 6270

CARMEL,SHIMON
SHIMON CARMEL REV TR
5617 OAKMONT AVE
FORT LAUDERDALE FL 33312 6270

CASSEL,MICHAEL ALAN &
HILLARY B
5430 SW 39 WAY
FORT LAUDERDALE FL 33312

CHAMES,DEBORAH S
DEBORAH S CHAMES REV TR
5978 SW 37 AVE
FORT LAUDERDALE FL 33312 6235

CHEMTOV,TERRY & JENNIFER LYNN
5800 SW 36 TER
FORT LAUDERDALE FL 33312 6241

CHRISTIANSON,CHRIS & STACEY
BARTLEY,DOREEN ANNE & JOHN
201 SE 2 AVE
DANIA BEACH FL 33004

CHRISTIANSON,CHRIS & STACEY
BARTLEY,DOREEN ANNE & JOHN
5815 SW 39 WAY
FORT LAUDERDALE FL 33312 6254

CHRISTIANSON,CHRIS
CHRISTIANSON,STACEY
5815 SW 39 WAY
FORT LAUDERDALE FL 33312

COHEN,RAMI & PAULETTE
4104 N 51 AVE #1-2
HOLLYWOOD FL 33021 1619

COHEN,YEHIEL
4108 N 48 AVE #9-36
HOLLYWOOD FL 33021 1735

CONGREGATION OR YAACOV INC
5677 BROOKFIELD CIR W
FORT LAUDERDALE FL 33312

DABAKAROFF-SHAMIR,LAUREN
SHAMIR,YOSSEF
5849 SW 36 TER
FORT LAUDERDALE FL 33312

DANIA BEACH PROPERTIES II LLC
9595 HARDING AVE
SURFSIDE FL 33154

DAVID H & MONICA SORG FAM TR
SORG,DAVID H & MONICA TRSTEE
3920 SW 56 CT
FORT LAUDERDALE FL 33312 6228

DAVIDSON,MATTISYOHU
JOCHNOWITZ,HENNY
5970 SW 37 TER
FORT LAUDERDALE FL 33312

DELGADO,DAVID E & BOBBY
EDELGADO FAM TR
5900 SW 37 AVE
FORT LAUDERDALE FL 33312

DIAZ,HAROLD R
5856 SW 39 WAY
FORT LAUDERDALE FL 33312

DONATE,RONALD T & ELIZABETH C
RONALD T DONATE TR
5631 SW 40 AVE
DANIA BEACH FL 33314 6705

DRESSLER,SCOTT M
4106 N 49 AVE #5-19
HOLLYWOOD FL 33021 1611

EDRY,ARIEL
5950 SW 37 TER
FORT LAUDERDALE FL 33312 6201

EFRAIM MOSHE LLC
2009 PEMBROKE RD
HOLLYWOOD FL 33021

EISEN,MEI L
4105 N 48 TER #8-30
HOLLYWOOD FL 33021 1752

EMERALD HOLLYWOOD OWNER
LLC % FBE LIMITED LLC
1 STATE ST 32 FLR
NEW YORK NY 10004

EMERY,DARRELL & MEGAN
3839 SW 56 ST
FORT LAUDERDALE FL 33312

EXPRESS PRO RESTORATION LLC
675 WINTHROP ST
BROOKLYN NY 11203

FARBMAN,DAVID
4105 N 49 AVE #6-22
HOLLYWOOD FL 33021

FELDSBERG,DANIEL & HELENA
5440 SHADY OAK LANE
FORT LAUDERDALE FL 33312 6224

FENSTERSZAUB,MARK & SHAINDEL
5151 SARAZEN DR
HOLLYWOOD FL 33021

FISHMAN,MARC J & IFHAT B
3835 SW 56 ST
FORT LAUDERDALE FL 33312

FLORIDA DEPT OF TRANSPORTATION
OFFICE OF RIGHT OF WAY
3400 W COMMERCIAL BLVD
FORT LAUDERDALE FL 33309 3421

FOSTER,DEBORAH JEAN
DEBORAH JEAN TESSAR REV LIV TR
5571 SW 40 AVE
DANIA BEACH FL 33314 6703

FOURNIER,JOYCE M
ELLIS,RICHARD D
5770 SW 40 AVE
DANIA BEACH FL 33314 6708

FRASER,ARYEH
3911 SW 56 ST
FORT LAUDERDALE FL 33312

FRAWLEY,TIMOTHY B & CATHERINE
3840 SW 56 ST
FORT LAUDERDALE FL 33312 6206

FREDERICKS,WALTER J & SANDRA
5810 SW 37 AVE
FORT LAUDERDALE FL 33312 6237

FREEMAN,BONNIE LANE
5771 SW 37 TER
FORT LAUDERDALE FL 33312 6232

FREILICH,MOSHE
TOUBIN,TOVA
4101 N 50 AVE #4-16
HOLLYWOOD FL 33021 1616

FRIEL,KATHLEEN MARY
KATHLEEN MARY FRIEL REV TR
5171 SARAZEN DR
HOLLYWOOD FL 33021

GAMARRA,ORLANDO JR & ADALID
5430 SHADY OAK LN
FORT LAUDERDALE FL 33312 6224

GARDYN,JORDON SETH &
NECHAMA
4102 N 48 AVE #9-33
HOLLYWOOD FL 33021

GASNER,DANIELLA Z
WIGLER,MARK N
5951 SW 37 TER
FORT LAUDERDALE FL 33312

GEISLER,DAN
GEISLER,RACHEL J
34 WHITE DRIVE
CEDARHURST NY 11516

GELFAND,LANNY &
GELFAND,SANDI
5601 OAKMONT AVE
FORT LAUDERDALE FL 33312

GIARD,MARIO & FRANCE B
3948 SW 58 ST
FORT LAUDERDALE FL 33312

GLUECK,SHARON E & STEVEN J
4102 N 49 AVE # 5-17
HOLLYWOOD FL 33021

GOLDBERGER,JEFFREY &
SHARON S
5635 OAKMONT AVE
FORT LAUDERDALE FL 33312

GOLDSTEIM,AVIGAYIL
FISH,JOSHUA
5870 SW 37 AVE
FORT LAUDERDALE FL 33312

GONZALEZ,JOSE M
5600 SW 40 AVE
DANIA BEACH FL 33314

GOSSETT,RONALD P & BARBARA J
3800 SW 56 ST
FORT LAUDERDALE FL 33312 6206

GRAY,MAURICE E
3910 SW 58 ST
FORT LAUDERDALE FL 33312

GREENBAUM,NEIL
SORSCHER,MICHELLE
4104 N 49 AVE #5-10
HOLLYWOOD FL 33021 1611

GREENBERGER,STEPHEN C
4101 N 48 AVE #10-41
HOLLYWOOD FL 33021 1734

GREENFIELD,DIANNE
DIANNE GREENFIELD TR
3655 STIRLING RD
FORT LAUDERDALE FL 33312 6214

GREMELSBACKER,JOSEPH Z
JOSEPH Z GREMELSBACKER LIV TR
3971 SW 58 ST
FORT LAUDERDALE FL 33312 6225

GRETAH,ANNA & YAIR
5672 OAKMONT AVE
FORT LAUDERDALE FL 33312 6269

GROSSMAN,ESTHER
GROSSMAN,GABRIEL M
4106 N 48 TER
HOLLYWOOD FL 33021

HAMERMAN,JACOB
HAMERMAN,TEHILLA
5891 SW 37 TER
FORT LAUDERDALE FL 33312 6230

HANKIN,JOSEPH & SONIA
3921 SW 56 ST
DANIA BEACH FL 33312 6207

HARDEE,STEVE D
5500 WOODLAND LN
FORT LAUDERDALE FL 33312 6250

HARRIS,JAMES B & CYNTHIA
3910 SW 56 ST
FORT LAUDERDALE FL 33312 6267

HARVIN,JOSE & ROBIN
4109 N 48 AVE #10-37
HOLLYWOOD FL 33021 1734

HASSAN,A BARRY
LAPAGLIA,LORI
10556 NW 66 ST
PARKLAND FL 33076 2950

HATANIAN,BORUCH IGAL
5911 SW 36 TER
FORT LAUDERDALE FL 33312

HAYSON,RUSSELL M
4103 N 48 AVE #10-40
HOLLYWOOD FL 33021 1734

HEBY,SIGALIT
4108 N 50 AVE #3-12
HOLLYWOOD FL 33021

HEIDEN,S & SUSAN
5801 SW 37 AVE
FORT LAUDERDALE FL 33312 6236

HIRSCH,CRAIG & SAMANTHA
5830 SW 37 AVE
FORT LAUDERDALE FL 33312

HODGES,PERRY W JR & R
MARJORIE
3920 SW 56 ST
FORT LAUDERDALE FL 33312 6267

HOISMAN,DANIEL
5561 OAKVIEW TER
FORT LAUDERDALE FL 33312

HOLLYWOOD OAKS MAIN ASSO
ATT: LURETIA
3451 HOLLYWOOD OAKS DR
FORT LAUDERDALE FL 33312

HOMESTEAD HOLDINGS 2017 LLC
5940 SW 37 AVE
FORT LAUDERDALE FL 33312

HUCKESTEIN,DAWN & RICHARD M
3901 SW 58 ST
FORT LAUDERDALE FL 33312

HUROWITZ,STEVEN & SUSANNE
5721 OAKVIEW TER
FORT LAUDERDALE FL 33312

INFINITY VENTURES 2 LLC
4700 SHERIDAN ST STE G
HOLLYWOOD FL 33021

JACOBS,SORINA
5857 SW 39 WAY
FORT LAUDERDALE FL 33312

JAYNE KAPLAN TR
KAPLAN,JAYNE TRSTEE
5672 BROOKFIELD CIRCLE EAST
FORT LAUDERDALE FL 33312 6256

JEIGER,DANIELLE & LOUIS
4103 N 51 AVE #2-7
HOLLYWOOD FL 33021

JEWISH-AMERICAN CLUB LLC
8819 STIRLING RD
COOPER CITY FL 33328 5934

JOFE,MICHAEL H & STEPHANIE D
5880 SW 37 TER
FORT LAUDERDALE FL 33312 6231

JULIAN,JUDITH EVALYN
5421 SW 39 WAY
FORT LAUDERDALE FL 33312

KAGAN,SARAH
5911 SW 37 AVE
FORT LAUDERDALE FL 33312 6234

KATUZHKA ASANZA TR
ASANZA,KATUZHKA TRSTEE
737 N CRESCENT DR UNIT 6-24
HOLLYWOOD FL 33021 6168

KATZ,MICHAEL
KATZ,FAIGE
6502 BAYTHORNE RD
BALTIMORE MD 21209

KAUFMAN,STEVEN & DENISE
5690 WOODLAND LANE
FORT LAUDERDALE FL 33312 6248

KAWEBLUM,DANIEL
KAWEBLUM,FLORENCE J
4101 N 48 TER #8-32
HOLLYWOOD FL 33021 1752

KAZAZIAN,BEDROS & ANNA
BEDROS & ANNA KAZAZIAN TR
5951 SW 36 TER
FORT LAUDERDALE FL 33312 6238

KINGS LLC
4800 PINE LAKE DR
MYRTLE BEACH SC 29577

KLOPFER,YAAKOV PINCHAS
RAV CHAU TAIV 56 APT 12
*JERUSALEM IL

KOGAN,NATALIA
333 SE 6 ST
DANIA BEACH FL 33004 4722

KORCHAK,DAVID B
KORCHAK,STACY S
4106 N 50 AVE #3-11
HOLLYWOOD FL 33021

KORIK,SILVANA
5830 SW 36 TER
FORT LAUDERDALE FL 33312

KURLANSKY,AARON &
SALTZ,VALERIE
3861 N 42 TER
HOLLYWOOD FL 33021

KUTOFF,DAVID & JESSICA
5801 SW 37 TER
FORT LAUDERDALE FL 33312 6230

L'CHAIM FARM LLC
4601 SHERIDAN ST STE 415
HOLLYWOOD FL 33021 3435

LANES,DOUGLAS M
5917 SW 37 AVE
FORT LAUDERDALE FL 33312 6234

LAREDO,JUSTIN
5861 SW 36 TER
FORT LAUDERDALE FL 33312 6240

LASKY,STEPHANIE
HERRING,DAVID
5742 OAKMONT AVE
FORT LAUDERDALE FL 33312

LAWRENCE R GIACIN REV TR
5801 SW 36 TER
FORT LAUDERDALE FL 33312 6240

LAZERSON,AARON & GISELLA
3901 SW 56 ST
FORT LAUDERDALE FL 33312

LEE,ELAINE SUSAN
5760 SW 40 AVE
DANIA BEACH FL 33314 6708

LEE,JAISON
KIM,CHRISTINA
5421 SHADY OAK LN
FORT LAUDERDALE FL 33312

LEIB,JORDAN & YOLANDA
5640 OAKVIEW TER
FORT LAUDERDALE FL 33312 6273

LEV-TOV,HADAR
LEV-TOV,SARAH
5960 SW 37 TER
FORT LAUDERDALE FL 33312

LEVIN,MITCHELL N
SHEHEBAR-LEVIN,MIRIAM
1104 SIMMONS LN
NOVATO CA 94945 1736

LEVINE,JASON E & SARAH E
4101 N 51 AVE UNIT 8
HOLLYWOOD FL 33021 1618

LIVING REALTY & INVESTMENTS
LLC
9534 EQUUS CIR
BOYNTON BEACH FL 33472

LOT OWNERS
%BARTLEY,DOREEN & J
CHRISTIANSON,CHRIS & STACEY
201 SE 2 AVE
DANIA BEACH FL 33004 4006

LYNN FAMILY PARTNERSHIP LTD
3501 KEYSER AVE APT 56
HOLLYWOOD FL 33021 2456

M Z & M ENTERPRISES LLC
3445 HOLLYWOOD OAKS DR
FORT LAUDERDALE FL 33312 6388

MAAMAZON LLC
5553 ANGLERS AVE STE 114
FORT LAUDERDALE FL 33312

MARANT,LINDA B
5870 SW 36 TER
FORT LAUDERDALE FL 33312 6241

MARRONE,DENNIS
3951 SW 56 CT
FORT LAUDERDALE FL 33312 6227

MARTIN,FRANK
PO BOX 31
DANIA BEACH FL 33004 0031

MATTHEWS,CECILIA N
3861 SW 56 CT
FORT LAUDERDALE FL 33312 6229

MAWARDI,DANIEL
311 NORTH TAMPA AVE
ORLANDO FL 32805

MAWARDI,JOSEPH
5420 SW 39 WAY
FORT LAUDERDALE FL 33312

MCGOWAN,DENNIS R &
SAVER,SUSAN T
5551 SW 40 AVE
FORT LAUDERDALE FL 33314 6703

MITCHELL,LIONEL S
5843 SW 39 WAY
FORT LAUDERDALE FL 33312

MITTLEMAN,AUDRA T & ROBERT B
5910 SW 37 TER
FORT LAUDERDALE FL 33312 6201

MIZRAHI,JOSEPH & MICHELLE
4050 N 51 AVE
HOLLYWOOD FL 33021 1629

MONELLA,PETER & ELAINE
5451 WOODLAND LN
FORT LAUDERDALE FL 33312

MONTFORD,HARRIET C
5611 SW 40 AVE
DANIA BEACH FL 33314 6705

MOSCONI,BERNARD GERARD
5161 SARAZEN DR
HOLLYWOOD FL 33021 1601

MOSER-GOLDBERG,DELLA
MOSER-GOLDBERG,DELLA TRSTEE
5420 SHADY OAK LN
FORT LAUDERDALE FL 33312

MOTE,MICHAEL F
% STEWART
4238 N OCEAN DR
HOLLYWOOD FL 33019

NADEL,HARRISON & MICHELLE
5861 SW 37 TER
FORT LAUDERDALE FL 33312

NAGLER,DANIEL & ANNIEL
4106 N 48 AVE #9-35
HOLLYWOOD FL 33021

NATANEL,INNA
NATANEL,URI
5720 SW 37 TER
FORT LAUDERDALE FL 33312

NEW GLOBAL HOLDINGS INC
215 SW 125 AVE
PLANTATION FL 33325 2710

NISSANIAN,AMI & SIGALIT
5870 SW 39 WAY
FORT LAUDERDALE FL 33312

NOWLING,JUSTIN B & ROBIN R
5850 SW 37 AVE
FORT LAUDERDALE FL 33312 6237

NYC2012 LLC
105 WEST 86 ST STE 123
NEW YORK NY 10024

OAKRIDGE COMMUNITY
DEV DISTRICT
5385 N NOB HILL RD
FORT LAUDERDALE FL 33351 4761

OAKRIDGE COMMUNITY
DEVELOPMENT DISTRICT
5385 N NOB HILL RD
FORT LAUDERDALE FL 33351 4761

OHRING,MARSHALL & EVA
5600 OAKVIEW TER
FORT LAUDERDALE FL 33312 6273

OLSEN,LORELEI & WILLIAM D
4108 N 51 AVE # 1-4
HOLLYWOOD FL 33021

OVAKNIN,GILAD & VICTORIA
3565 FOREST VIEW CIR
FORT LAUDERDALE FL 33312 6304

PALDINO,EMILE THOM & PATRICE
5181 SARAZEN DR
HOLLYWOOD FL 33021 1601

PALM TOWERS EMERALD LLC
1351 SAWGRASS CORPORATE
PKWY 103
SUNRISE FL 33323

PALMER,DEAN & ANDREA
3930 SW 56 ST
FORT LAUDERDALE FL 33312

PALMER,ERNA
4102 N 50 AVE #3-9
HOLLYWOOD FL 33021 1617

PALMER,RUSSEL SETH
RUSSEL SETH PALMER REV LIV TR
5750 OAKMONT AVE
FORT LAUDERDALE FL 33312

PASCAL-DANIELS,MARIA J
MP COMPLETE SOLUTIONS LLC
3900 SW 56 STREET
DANIA BEACH FL 33025

PERETZ,AVI
5840 SW 36 TER
FORT LAUDERDALE FL 33312

PERETZ,STEVEN I
5654 OAKMONT AVE
FORT LAUDERDALE FL 33312 6269

PERLMAN,BRUCE & CATHY A
5600 WOODLAND LANE
FORT LAUDERDALE FL 33312 6248

PINCKNEY,ROGER
5191 SARAZEN DR
HOLLYWOOD FL 33021 1601

PINEDA,IVAN
HERNANDEZ,SUSANNA
5851 SW 36 TERR
FORT LAUDERDALE FL 33312

POSNER,IRA
KLEE,SHEILA
3975 SW 58 ST
FORT LAUDERDALE FL 33312

PRITZKER,ALAN
PRITZKER,BRENDA
4103 N 48 TER #8-31
HOLLYWOOD FL 33021 1752

PRYNC,AMOS
NUSYNBAUM,HEIDI
5890 SW 36 TER
FORT LAUDERDALE FL 33312

PTALIS,YEHUDA
GOLDSHOR,SUSAN
5820 SW 37 TER
FORT LAUDERDALE FL 33312 6231

PUBLIC LAND
% CITY OF HOLLYWOOD DEPT OF
COMMUNITY & ECONOMIC DEV
2600 HOLLYWOOD BLVD #206
HOLLYWOOD FL 33020 4807

PUBLIC LAND
% CITY OF HOLLYWOOD
OF FICE OF BUSINESS & INTL TRADE
2600 HOLLYWOOD BLVD #212
HOLLYWOOD FL 33020 4807

PUBLIC LAND
% CITY OF DANIA BEACH
100 W DANIA BEACH BLVD
DANIA BEACH FL 33004 3643

R & I PROPERTIES GROUP LLC
5275 SW 38 AVE
FORT LAUDERDALE FL 33312

RABINOVICH,JORGE & CONNIE
3950 N 51 AVE
HOLLYWOOD FL 33021

REICH,MARY M
MARY M REICH REV LIV TR
5719 OAKMONT AVE
FORT LAUDERDALE FL 33312 6271

REICHENBERG,BARRY D
REICHENBERG,ALISSA A
5921 SW 37 TER
FORT LAUDERDALE FL 33312 6202

RITTERMAN,SEAN
5881 SW 36 TER
FORT LAUDERDALE FL 33312

RIZZO,JAMES J & CYNTHIA J
5821 SW 37 AVE
FORT LAUDERDALE FL 33312 6236

RODRIGUEZ,JOSE R & JULIE L
5527 WOODLAND LN
FORT LAUDERDALE FL 33312

ROGATINSKY,ESTHER
ROGATINSKY,SAMUEL
4181 PARK VIEW DR
HOLLYWOOD FL 33021

ROGATINSKY,SAMUEL & ESTHER
4181 PARK VIEW DR
HOLLYWOOD FL 33021

ROGERS,DEBRA & ADAM
5741 OAKMONT AVE
FORT LAUDERDALE FL 33312

ROHAN,WILLIAM P & KATHLEEN E
4107 N 49 AVE #6-21
HOLLYWOOD FL 33021 1610

RONALD DONATE TR
ELIZABETH C DONATE TR
5631 SW 40 AVE
DANIA BEACH FL 33314 6705

ROSE,BARRY R & ANITA B
5790 SW 37 TER
FORT LAUDERDALE FL 33312 6233

ROSEN,DAVID M
ROSEN,SUZAN
4105 N 51 AVE #2-6
HOLLYWOOD FL 33021 1618

ROSENBERG,PAUL S
KNIGHT-ROSENBERG,SHERI ELLEN
5660 OAKVIEW TER
FORT LAUDERDALE FL 33312 6273

RUZA,SARAH
5860 SW 37 AVE
FORT LAUDERDALE FL 33312

RYAN,DEBRA L & TIMOTHY M
5691 WOODLAND LN
FORT LAUDERDALE FL 33312

SABER,STEVEN S
5961 SW 37 TER
FORT LAUDERDALE FL 33312 6202

SAM HOLDINGS 2000 LLC
5950 SW 37 TER
FORT LAUDERDALE FL 33312

SAM HOLDINGS 2002 LLC
5081 SW 48 ST #103
DAVIE FL 33314

SCHOOL BOARD OF BROWARD COUNTY
ATTN:FACILITY MANAGEMENT
600 SE 3 AVE
FORT LAUDERDALE FL 33301 3125

SCHULMAN,JASON &
SPERLING,RANDI
4104 N 48 AVE #9-34
HOLLYWOOD FL 33021 1735

SCHULMANN,STEVEN &
MADELINE POSE
4051 N 51 AVE
HOLLYWOOD FL 33021 1628

SCHWARTZ,JESSICA & JOSEPH
5601 OAKVIEW TER
FORT LAUDERDALE FL 33312

SEEWALD,YOSEF & CHAYA
5920 SW 37 AVE
FORT LAUDERDALE FL 33312 6235

SEGELBAUM,JASON & LAUREN
4104 N 50 AVE #3-10
HOLLYWOOD FL 33021

SEPLER,HARVEY & MARTHA
5840 SW 37 TER
FORT LAUDERDALE FL 33312 6231

SHAMIR,KFIR
WIERS-SHAMIR,KRISTINA MARIE
5741 SW 37 TER
FORT LAUDERDALE FL 33312 6232

SHARVIT,ISRAEL A
GAVIZON,LITAL
5550 SW 40 AVE
FORT LAUDERDALE FL 33314

SHEKHTER,ILYA & HANNA
4107 N 50 AVE #4-13
HOLLYWOOD FL 33021

SHEROTA,JEFFREY & ALYSAN
5681 OAKVIEW TER
FORT LAUDERDALE FL 33312

SHWARTZ,JENIFER
SHWARTZ,IMRI
3901 SW 56 CT
FORT LAUDERDALE FL 33312 6227

SILVER VENTURES LLC
5911 SW 39 AVE
FORT LAUDERDALE FL 33312

SMITH,SCOTT
SMITH,ISABEL C
3851 SW 56 CT
FORT LAUDERDALE FL 33312 6229

SOBOL,EPHRAIM
SOBOL,YAEL
3860 N 51 AVE
HOLLYWOOD FL 33021

SORG,DAVID H & MONICA
DAVID & MONICA SORG FAM REV
TR
3920 SW 56 CT
FORT LAUDERDALE FL 33312 6228

STEIN,DEIRDRE
STEIN,PERRY
229 ALLISON CT
ENGLEWOOD NJ 07631 4301

STEINER,RONALD & RISA
4103 N 50 AVE #4-15
HOLLYWOOD FL 33021 1616

STEVENS,THEA
STEVENS,LISA
3860 SW 56 CT
FORT LAUDERDALE FL 33312

STIRLING PETROLEUM INC
3991 STIRLING ROAD
FORT LAUDERDALE FL 33312 6217

STRAUSS,MILTON & BEVERLY MILTON &
BEVERLY STRAUSS REV TR
4106 N 51 AVE #1 3
HOLLYWOOD FL 33021 1619

SUAREZ,JAMIE E & SONIA
5650 WOODLAND LN
FORT LAUDERDALE FL 33312

SUNSHINE REAL ESTATE
HOLDINGS LLLP
1650 NW 87 AVE
DORAL FL 33172

TAMI,CATHERINE
5724 OAKMONT AVE
FORT LAUDERDALE FL 33312

TDL PROPERTY HOLDINGS LLC
3230 STIRLING RD
HOLLYWOOD FL 33021

TEPPER,DAVID & HAYA
5811 SW 36 TER
FORT LAUDERDALE FL 33312 6240

THE WOODS OF
EMERALD HILLS INC
741 PETUNIA DR
PLANTATION FL 33317

THOREN,DAVID E & SUSAN M
5842 SW 39 WAY
FORT LAUDERDALE FL 33312

TOWNSEND,NELSON
NELSON & MAE TOWNSEND REV LIV TR
3911 SW 56 CT
FORT LAUDERDALE FL 33312 6227

TRACEY L GORDON REV LIV TR
GORDON,TRACEY L TRSTEE
2912 W STRATHMORE AVE
BALTIMORE MD 21209 3811

TSIOTSIAS,ANNA KATHERINE
TSIOTSIAS,AFTEMIOS-TIM GUS
1390 KENYON ST #701
WASHINGTON DC 20010

TUBIAS,LORENA MARIA
FAZIO,GUSTAVO OSVALDO
3910 SW 56 CT
FORT LAUDERDALE FL 33312 6228

VAN LANDINGHAM,MICHELLE
5850 SW 36 TER
FORT LAUDERDALE FL 33312

WADDINGTON,BARBARA C
BARBARA C WADDINGTON LIV TR
4104 N 48 TER #7-26
HOLLYWOOD FL 33021 1753

WALLACK,RENEE JOYCE
4103 N 49 AVE #6-23
HOLLYWOOD FL 33021 1610

WEINSTOCK,JOSEPH &
WEINSTOCK,REBECCA
4108 N 48 TER # 7-28
HOLLYWOOD FL 33021

ZAGELBAUM,ELIMELECH
ZAGELBAUM,JEFFREY S
5810 SW 36 TER
FORT LAUDERDALE FL 33312 6241

ZUKOWSKY,ZENA
5811 SW 37 AVE
FORT LAUDERDALE FL 33312 6236

FOLIO_NUMB	NAME	ADDRESS_LI	CITY	STATE	ZIP	ZIP4	LEGAL
504136010320	MOTE,MICHAEL F% STEWART	4238 N OCEAN DR	HOLLYWOOD	FL	33019		NEWMANS SURVEY 2-26 D36-50-41LOT 9 S 127.5 OF N 1054.55 OF W477.55 OF E 512.55 LESS THAT PTAS DESC IN OR 718/413
504136010330	DONATE,RONALD T & ELIZABETH CRONALD T DONATE TR ETAL	5631 SW 40 AVE	DANIA BEACH	FL	33314	6705	NEWMANS SURVEY 2-26 D 36-50-41LOT 9 E 300 LESS N 1139.50
504136010331	RONALD DONATE TRELIZABETH C DONATE TR ETAL	5631 SW 40 AVE	DANIA BEACH	FL	33314	6705	NEWMANS SURVEY 2-26 D36-50-41LOT 9 S 200 LESS E 512.55 & W 212.55 OF E 512.55 LESSN 1139.50
504136010370	MONTFORD,HARRIET C	5611 SW 40 AVE	DANIA BEACH	FL	33314	6705	NEWMANS SURVEY 2-26 D36-50-41LOT 9 N 85 OF S 270.02 OF W477.55 OF E 512.55 LESS THAT PTAS DESC IN OR 718/412 & LESSW 5 OF E 40 OF S 85 OF N 1139.50F E 512.55
504136010371	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	NEWMANS SURVEY 2-26 D 36-50-41W 5 FT OF E 40 OF S 85 FT OF N1139.50 OF E 512.55 OF TRACT 9
504136010380	FOSTER,DEBORAH JEANDEBORAH JEAN TESSAR REV LIV TR	5571 SW 40 AVE	DANIA BEACH	FL	33314	6703	NEWMANS SURVEY 2-26 D36-50-41LOT 9 S 127.5 OF N 927.05 OFW 352.5 OF E 387.55
504136010400	BCD DANIA OAKS LLC	20900 NE 30 AVE #200	AVENTURA	FL	33180		NEWMANS SURVEY 2-26 D 36-50-41THAT PT OF LOT 9 DESC AS BEG ATPT 629.51 S & 40 W OF NE COR OFSE1/4,CONT W 472.55,S 297.54,E 125.01 N 212.53,E 347.55,N 84.99 TO POB
504136010420	MCGOWAN,DENNIS R &SAVER,SUSAN T	5551 SW 40 AVE	FORT LAUDERDALE	FL	33314	6703	NEWMANS SURVEY 2-26 D36-50-41LOT 9 S 85 OF N 799.5 OF E512.55 LESS E 35 FOR RD & LESSW 125
504136010570	MAWARDI,DANIEL	311 NORTH TAMPA AVE	ORLANDO	FL	32805		NEWMANS SURVEY 2-26 D36-50-41LOT 16 N 210 LESS N 180 FT 6 INOF E 180 FT 6 IN & LESS W 330 &LESS E 35 OF S 29.5 OF N 210 FORCO RD
504136010580	M Z & M ENTERPRISES LLC	3445 HOLLYWOOD OAKS DR	FORT LAUDERDALE	FL	33312	6388	NEWMANS SURVEY 2-26 D 36-50-41LOT 16 LESS W 330 & LESS N 210 &LESS E 25 FOR CO RD & LESS PTDESC IN OR 1410/80 FOR CO RD &LESS PAR 100 OF CA 80-11611 FORPERPETUAL EASEMENT & LESS COMMAT SE COR SEC 36,WLY 25.01,NLY40.10 TO POB,NWLY 269.91,ELY ANARC DIST OF 110.51,ELY 108.07,NE49.98,NWLY 1026.60,ELY 15.01,
504136010590	MARTIN,FRANK	PO BOX 31	DANIA BEACH	FL	33004	0031	NEWMANS SURVEY 2-26 D 36-50-41N 180.5 OF E 180.5 OF LOT 16,LESS THAT PT LYING WITHIN 40FT OF E/L OF SEC
504136010810	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	NEWMANS SURVEY 2-26 D 36-50-41E 35 FT OF TRACT 16 LESS W 330'AND LESS N 210 FT THEREOF ANDLESS W 10 FT THEREOF
504136010820	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309	3421	NEWMANS SURVEY 2-26 D 36-50-41BEG AT A PT ON S/L TR 16 25 FTW OF SE COR OF TR 16,W ALG S/L487.04, N 67.5,E ON STRAIGHT LNTO A PT 40.1 FT N OF S/L AND 25FT W OF E/L OF R 16,S 40.10 TOPOB
504136010830	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	NEWMANS SURVEY 2-26 D 36-50-41POR OF TR 16 DESC AS: COMM AT SECOR SEC 36-50-41,W 25.01,N 40.10TO POB, NW 269.91, ELY 110.51,E108.07, NE 49.98, N 1026,E 15.01S 1074.87 TO POBAKA: PARCEL 14 CA 80-11613
504136010910	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	NEWMANS SURVEY 2-26 D 36-50-41THAT PT OF N 180.5 OF TRACT 16LYING WITHIN 40' W OF E/L OF SECLESS PREVIOUSLY DED OR DEDEDRW
504136240010	SUNSHINE REAL ESTATE HOLDINGSLLLP	1650 NW 87 AVE	DORAL	FL	33172		GREENSLEEVES PLAT 157-33 BPARCEL A
504136240020	SUNSHINE REAL ESTATE HOLDINGSLLLP	1650 NW 87 AVE	DORAL	FL	33172		GREENSLEEVES PLAT 157-33 BPARCEL B (FPL EASEMENT-PARKING)
504231010461	KAUFMAN,STEVEN & DENISE	5690 WOODLAND LANE	FORT LAUDERDALE	FL	33312	6248	REED LAND CO SUB 2-32 D 31-50-42TRACT 7 E1/2 LESS N 1125 ASDESC IN OR 3224/381
504231010463	KLOPPER,YAAKOV PINCHAS	RAV CHAU TAIV 56 APT 12	*JERUSALEM	IL			REED LAND CO SUB 2-32 D31-50-42TRACT 7 S 200 OF N 725 OF E1/2BLK 3
504231010470	RODRIGUEZ,JOSE R & JULIE L	5527 WOODLAND LN	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 31-50-42S 500 OF N 1125 OF W1/2 OF LOT 7TOG WITH LOT 8 LESS PT INC'D INOR 44952/ 225,LESS N 625 OF E 85M/L,LESS RD,LESS PAR 4 PER OR37995/ 1074, LESS OR 29963/ 990,LESS W 45 OF LOT 8 LYING ADJ TO& WITHIN ELY EXT OF N/L & S/L OFLOT 1 OF SHADY RIDGE ESTATES133-48B, & LESS THAT PT INC'D IN

504231010471	HARDEE,STEVE D	5500 WOODLAND LN	FORT LAUDERDALE	FL	33312	6250	REED LAND CO SUB 2-32 D 31-50-42LOT 7 S 200 OF N 525 OF E1/2BLK 3
504231010473	ALEF TRHALPERIN,JAMES TRSTEE ETAL	11098 BISCAYNE BLVD STE 203	NORTH MIAMI	FL	33161		REED LAND CO SUB 2-32 D 31-50-42S 200 OF N 625 OF W1/2 OF TR 7AND S 200 OF N 625 LESS W 270OF TR 8 BLK 3
504231010474	MONELLA,PETER & ELAINE	5451 WOODLAND LN	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 31-50-42S 200 OF N 425 OF W1/2 TR 7BLK 3
504231010477	PERLMAN,BRUCE & CATHY A	5600 WOODLAND LANE	FORT LAUDERDALE	FL	33312	6248	REED LAND CO SUB 2-32 D 31-50-42TR 7 S 200 OF N 925 OF E1/2BLK 3
504231010478	SUAREZ,JAMIE E & SONIA	5650 WOODLAND LN	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 31-50-42TR 7 S 200 OF N 1125 OF E1/2BLK 3
504231010479	RYAN,DEBRA L & TIMOTHY M	5691 WOODLAND LN	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 31-50-42TR 7 W1/2 LESS N 1125 AND TR 8LESS N 1124.84 & LESS W 270BLK 3 TOG WITH LOT 14 BLK 3 LESSPPA STIRLING OAK EST 77-39 B
504231010484	MONELLA,PETER & ELAINE	5451 WOODLAND LN	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D31-50-42 S 200 LESS W 270 OF THEFOL:N 424.94 OF TR 8 BLK 3
504231010486	L'CHAIM FARM LLC	4601 SHERIDAN ST STE 415	HOLLYWOOD	FL	33021	3435	REED LAND CO SUB 2-32 D 31-50-42S 300 OF N 925 OF W1/2 OF TR 7 &S 300 OF N 925 OF TR 8, LESS W270 OF TR 8 THEREOF, BOTH IN BLK3
504231010491	SHARVIT,ISRAEL AGAVIZON,LITAL	5550 SW 40 AVE	FORT LAUDERDALE	FL	33314		REED LAND CO SUB 2-32 D 31-50-42LOT 9 S 183.00 OF W 238.03 LESSCO RD BLK 3
504231010530	HANKIN,JOSEPH & SONIA	3921 SW 56 ST	DANIA BEACH	FL	33312	6207	REED LAND CO SUB 2-32 D 31-50-42W 200 OF N 100 OF LOT 10 BLK 3LESS CO RD R/W
504231010562	GONZALEZ,JOSE M	5600 SW 40 AVE	DANIA BEACH	FL	33314		REED LAND CO SUB 2-32 D 31-50-42LOT 10 N 130 OF W 175 OFS 310.41 OF N 561.44 LESS W 40FOR RD BLK 3
504231010563	MARRONE,DENNIS	3951 SW 56 CT	FORT LAUDERDALE	FL	33312	6227	REED LAND CO SUB 2-32 D 31-50-42E 95 OF N 130 OF W 270 OFS 310.41 OF N 561.44 OF TR 10BLK 3
504231010570	LIVING REALTY & INVESTMENTS LLC	9534 EQUUS CIR	BOYNTON BEACH	FL	33472		REED LAND CO SUB 2-32 D 31-50-42E 163.935 OF BEG AT SE COR OFLOT 10,N 103.41,W 698.81,S 100.88,E 696.93 TO POB BLK 3
504231010580	DANIA BEACH PROPERTIES II LLC	9595 HARDING AVE	SURFSIDE	FL	33154		REED LAND CO SUB 2-32 D 31-50-42W 163.935 OF E 327.87 OF BEG ATSE COR OF LOT 10,N 103.41,W 698.81,S 100.88,E 696.93 TOPOB BLK 3
504231010610	LEE,ELIANE SUSAN	5760 SW 40 AVE	DANIA BEACH	FL	33314	6708	REED LAND CO SUB 2-32 D 31-50-42E 176 OF W 216 OF THAT POR OF TR10, BLK 3 LESS N 20 FOR R/W,SAID POR OF TR 10 MORE FULLYDESC AS:BEG AT SE COR OF SW1/4OF NW1/4 OF SW1/4 OF SAID SEC 31N 103.38 ALG E/L OF SW1/4 OF NW1/4 OF SW1/4 OF SEC 31 & E/L OFTR 10, W 698.80, S 101.17, E696.90 TO POB
504231010611	LEE,ELAINE SUSAN	5760 SW 40 AVE	DANIA BEACH	FL	33314	6708	REEDLAND CO SUB 2-32 D 31-50-42E 154 OF W 370 OF THAT POR OF TR10, BLK 3 LESS N 20 FOR R/W,SAID POR OF TR 10 MORE FULLYDESC AS:BEG AT SW COR OF SW1/4OF NW1/4 OF SW1/4 OF SAID SEC 31N 103.38 ALG E/L OF SW1/4 OF NW1/4 OF SW1/4 OF SEC 31 & E/L OFTR 10, W 698.80, S 101.17, E696.90 TO POB
504231010612	LEE,ELIANE SUSAN	5760 SW 40 AVE	DANIA BEACH	FL	33314	6708	REED LAND CO SUB 2-32 D 31-50-42N 20 OF E 176 OF W 216 OF THATPOR OF TR 10, BLK 3, SAID POR OFTR 10 MORE FULLY DESC AS:BEG ATSE COR OF SW1/4 OF NW1/4 OF SW1/4 OF SAID SEC 31, N 103.38 ALGE/L OF SW1/4 OF NW1/4 OF SW1/4OF SEC 31 & E/L OF TR 10, W698.80, S 101.17, E 696.90 TOPOB
504231010613	LEE,ELIANE SUSAN	5760 SW 40 AVE	DANIA BEACH	FL	33314	6708	REED LAND CO SUB 2-32 D 31-50-42N 20 OF E 154 OF W 370 OF THATPOR OF TR 10, BLK 3, SAID POR OFTR 10 MORE FULLY DESC AS:BEG ATSE COR OF SW1/4 OF NW1/4 OF SW1/4 OF SAID SEC 31, N 103.38 ALGE/L OF SW1/4 OF NW1/4 OF SW1/4OF SEC 31 & E/L OF TR 10, W698.80, S 101.17, E 696.90 TOPOB
504231010620	GREENFIELD,DIANNEDIANNE GREENFIELD TR	3655 STIRLING RD	FORT LAUDERDALE	FL	33312	6214	REED LAND CO SUB 2-32 D 31-50-42PT OF LOT 16 DESC AS BEG SW COROF LOT 16,NLY 53.01 TO POB,CONTNLY 112,ELY 72.34,SLY 112,WLY 71.60 TO POB BLK 3

504231010630	SAM HOLDINGS 2002 LLC	5081 SW 48 ST #103	DAVIE	FL	33314		REED LAND CO SUB 2-32 D 31-50-42LOT 11 S 207 OF N 307 OF W 210LESS W 35 FOR RD BLK 3
504231010640	POSNER,IRAKLEE,SHEILA	3975 SW 58 ST	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 31-50-42LOT 11 E 100 OF W 310 OF N 300,LOT 11 E 31 OF N 100 OF W 210BLK 3
504231010641	FOURNIER,,JOYCE M H/EELLIS,RICHARD D	5770 SW 40 AVE	DANIA BEACH	FL	33314	6708	REED LAND CO SUB 2-32 D 31-50-42LOT 11 W 179 OF N 100 LESS W 35FOR RD BLK 3
504231010643	SAM HOLDINGS 2002 LLC	5081 SW 48 ST #103	DAVIE	FL	33314		REED LAND CO SUB 2-32 D 31-50-42LOT 11 S 7 OF N 307 OF E 100 OFW 310 BLK 3
504231010650	GREMELSBACKER,,JOSEPH ZJOSEPH Z GREMELSBACKER LIV TR	3971 SW 58 ST	FORT LAUDERDALE	FL	33312	6225	REED LAND CO SUB 2-32 D 31-50-42E 100 OF W 410 OF N 307 LOT 11BLK 3
504231010660	3905 SW 58TH ST LLC	9595 HARDING AVE	SURFSIDE	FL	33154		REED LAND CO SUB 2-32 D 31-50-42LOT 11 E 100 OF W 510 OF N 307BLK 3
504231010670	HUCKESTEIN,DAWN & RICHARD M	3901 SW 58 ST	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 31-50-42LOT 11 N 300LESS W 510 BLK 3
504231010680	GRAY,MAURICE E	3910 SW 58 ST	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 31-50-42LOT 11,LESS W 510 & LESS N 300BLK 3
504231010690	GIARD,MARIO & FRANCE B	3948 SW 58 ST	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 31-50-42E 200 OF W 510 OF LOT 11 LESSN 307 BLK 3
504231010711	R & I PROPERTIES GROUP LLC	5275 SW 38 AVE	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 31-50-42EAST 80 OF W 310 OF TRACT 11,BLK 3, LESS N 307, LESS S 185AND LESS EXT AREA OF THE CHORDOF 8.07 RAD CURV TANG TO E/L OFW 230 & TANG TO N/L OF S 185 OFSAID TR 11
504231010720	ZAGELBAUM,ELIMELECHZAGELBAUM,JEFFREY S	5810 SW 36 TER	FORT LAUDERDALE	FL	33312	6241	REED LAND CO SUB 2-32 D31-50-42LOT 16 N 95 OF S 1220 OF E1/2BLK 3
504231010721	B'NAI SEPHARDIM SHAARE SHALOMOF HOLLYWOOD INC	3670 STIRLING RD	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D31-50-42LOT 16 N 95 OF S 345 OF E1/2BLK 3
504231010722	AMSELEM,YAAKOV J & MIRIAM	5820 SW 36 TER	FORT LAUDERDALE	FL	33312	6241	REED LAND CO SUB 2-32 D 31-50-42LOT 16 N 95 OF S 1125 OF E1/2BLK 3
504231010730	PALM TOWERS EMERALD LLC	1351 SAWGRASS CORPORATE PKWY 10	SUNRISE	FL	33323		REED LAND CO SUB 2-32 D 31-50-42LOT 12 W 240 LESS W 40 FOR RDR/W & LESS S 203 & LESS N 100 OFS 303 OF W 140 LESS W 40 FOR R/WBLK 3
504231010731	BROWARD CHILDREN'S CENTERSUPPORTING FOUNDATION INC	200 SE 19 AVE	POMPAÑO BEACH	FL	33060		REED LAND CO SUB 2-32 D 31-50-42PT LOT 12 BEG SW COR LOT 12,RUN E ALG S/L 456.28 FOR POB,CONT E 108.14,N 664.72 TO N/LLOT 12,W ALG N/L 111.15,S 664.27TO POB LESS S 53 FOR RD R/WBLK 3
504231010734	JEWISH-AMERICAN CLUB LLC	8819 STIRLING RD	COOPER CITY	FL	33328	5934	REED LAND CO SUB 2-32 D 31-50-42PT LOT 12 BEG SW COR LOT 12,RUNE ALG S/L 564.42 FOR POB,CONTE 108.14 TO SE COR LOT 12,N ALGE/L 665.20 TO NE COR,W ALG N/L111.15,S 664.72 TO POB LESSS 55 FOR RD R/W BLK 3
504231010735	STIRLING PETROLEUM INC	3991 STIRLING ROAD	FORT LAUDERDALE	FL	33312	6217	REED LAND CO SUB 2-32 D 31-50-42LOT 12 S 203 OF W 240 LESSW 40 FOR R/W & LESS S 53 FORR/W & LESS PT OF E 100 OFW 240 LYING WITHIN 55 OF S/L OFSEC & LESS PT SW OF CHORDOF 20 CIR CUR LYING TANG TO W40 OF SEC & TO S 53 OF SECBLK 3
504231010736	5980 SW 40 LLC	16375 NE 18 AVE STE 201	NORTH MIAMI BEACH	FL	33162		REED LAND CO SUB 2-32 D31-50-42TR 12 N 100 OF S 303 OF W 140LESS W 40 FOR RD R/W BLK 3
504231010737	SILVER VENTURES LLC	5911 SW 39 AVE	FORT LAUDERDALE	FL	33312		SUB OF SEC 31-50-42 2-32 DTHE S 150' LESS E 50.76, ALSOLESS W 100 OF TR 12 BLK 3; TR 12BLK 3 DESC AS: COM SW COR TR 12,E 456.28,N 53 TO POB,N 611.27,W ALG N/L TR 12 222.30,S 610.39,E 216.76 TO POB LESS POR DESC INOR 8711-99
504231010738	NEW GLOBAL HOLDINGS INC	215 SW 125 AVE	PLANTATION	FL	33325	2710	REED LAND CO SUB 2-32 D31-50-42PT OF TRACT 12 DESC AS W 100OF S 150 OF THE FOLLOWING,BEGSW COR TR 12,ELY 456.28,N 53TO POB,CONT N 611.27,W 222.30,S 610.39,ELY 216.76 TO POB
504231010740	3851 STIRLING HOLDINGS LLLP% COKER & FEINER	1404 S ANDREWS AVE	FORT LAUDERDALE	FL	33316		REED LAND CO SUB 2-32 D 31-50-42LOT 13 LESS PT THEREOFLYING WITHIN 53 OF S/L FOR RD
504231010741	CABESSA PALACE 5941 SW 36TERRACE LLC	210 SW 15 ST	FORT LAUDERDALE	FL	33315		REED LAND CO SUB 2-32 D 31-50-42LOT 16 N 100 OF S 350 OF W1/2BLK 3
504231010742	PERETZ,AVI	5840 SW 36 TER	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 31-50-42LOT 16 N 95 OF S 930 OF E1/2BLK 3

504231010751	MARANT,LINDA B	5870 SW 36 TER	FORT LAUDERDALE	FL	33312	6241	REED LAND CO SUB 2-32 D 31-50-42N 95 OF S 640 OF E1/2 OF TR 16BLK 3
504231010752	NYC2012 LLC	105 WEST 86 ST STE 123	NEW YORK	NY	10024		REED LAND CO SUB 2-32 D 31-50-42N 95 OF S 1125 OF W1/2 OF TR 16BLK 3
504231010753	PRYNC,AMOSNUSYNBAUM,HEIDI	5890 SW 36 TER	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 31-50-42N 95 OF S 545 OF E1/2 OF TR 16BLK 3
504231010754	KAZAZIAN,BEDROS & ANNABEDROS & ANNA KAZAZIAN TR ETAL	5951 SW 36 TER	FORT LAUDERDALE	FL	33312	6238	REED LAND CO SUB 2-32 D 31-50-42N 85 OF S 250 OF W1/2 OF LOT 16BLK 3
504231010755	TEPPER,DAVID & HAYA	5811 SW 36 TER	FORT LAUDERDALE	FL	33312	6240	REED LAND CO SUB 2-32 D 31-50-42LOT 16 N 95 OF S 1220 OF W1/2BLK 3
504231010756	MAAMAZON LLC	5553 ANGLERS AVE STE 114	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 31-50-42LOT 16 N 95 OF S 445 OF W1/2BLK 3
504231010757	INFINITY VENTURES 2 LLC	4700 SHERIDAN ST STE G	HOLLYWOOD	FL	33021		REED LAND CO SUB 2-32 D 31-50-42BEG SW COR OF LOT 16,NLY 53.01,ELY 71.60 TO POB,CONT ELY 96.61,NLY 112,WLY 97.35,SLY 112 TO POBBLK 3
504231010758	KORIK,SILVANA	5830 SW 36 TER	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 31-50-42LOT 16 N 100 OF S 1030 OF E1/2BLK 3
504231010759	B'NAI SEPHARDIM SHAARE SHALOMOF HOLLYWOOD INC	3670 STIRLING RD	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 31-50-42LOT 16 S 250 OF E1/2 LESS PTDESC IN OR 8288/127 FOR RD R/WBLK 3
504231010760	CHEMTOV,TERRY & JENNIFER LYNN	5800 SW 36 TER	FORT LAUDERDALE	FL	33312	6241	REED LAND CO SUB 2-32 D 31-50-42LOT 16 E1/2 LESS S 1220 BLK 3
504231010761	RITTERMAN,SEAN	5881 SW 36 TER	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 31-50-42LOT 16 N 100 OF S 935 OF W1/2BLK 3
504231010762	LAREDO,JUSTIN	5861 SW 36 TER	FORT LAUDERDALE	FL	33312	6240	REED LAND CO SUB 2-32 D 31-50-42LOT 16 N 100 OF S 740 OF W1/2BLK 3
504231010763	HATANIAN,BORUCH IGAL	5911 SW 36 TER	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 31-50-42N 100 OF S 545 OF W1/2 OF TR 16BLK 3
504231010764	PINEDA,IVAN H/HERNANDEZ,SUSANNA	5851 SW 36 TERR	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 31-50-42LOT 16 N 95 OF S 835 OF W1/2BLK 3
504231010765	ROGATINSKY,ESTHERROGATINSKY,SAMUEL	4181 PARK VIEW DR	HOLLYWOOD	FL	33021		REED LAND CO SUB 2-32 D 31-50-42TR 16 N 100 OF S 740 OF E1/2BLK 3
504231010766	VAN LANDINGHAM,MICHELLE	5850 SW 36 TER	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 31-50-42 2-32 DLOT 16 N 95 OF S 835 OF E1/2BLK 3
504231010767	LAWRENCE R GIACIN REV TR	5801 SW 36 TER	FORT LAUDERDALE	FL	33312	6240	REED LAND CO SUB 31-50-42 2-32 DLOT 16 W1/2 LESS S 1220 BLK 3
504231010768	B'NAI SEPHARDIM SHAARE SHALOMOF HOLLYWOOD INC	3670 STIRLING RD	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 31-50-42 2-32 DLOT 16 N 105 OF S 450 OF E1/2BLK 3
504231010769	DABAKAROFF-SHAMIR,LAURENSHAMIR,YOSSEF	5849 SW 36 TER	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 31-50-42TR 16 N 95 OF S 1030 OF W1/2BLK 3
504231010770	HATANIAN,BORUCH IGAL	5911 SW 36 TER	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 31-50-42N 95 OF S 640 OF W1/2 OF TR 16BLK 3
504231011170	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	SUB OF SEC 31-50-42 2-32 DTHE W 50 OF THE E 50.76 OF THES 150 OF TR 12 BLK 3 DESC AS:COM SW COR TR 12,E 456.28,N 53TO POB,N 611.27,W ALG N/L TR 12222.30,S 610.39,E 216.76 TO POB
504231011180	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	SUB OF SEC 31-50-42 2-32 DPOR TRT 12, BLK 3 LYING SELY OFCORD CIRCULAR CURVE RAD 25' TANGTO W/L OF PAR DESC IN OR4020-820 & TANG TO LINE 53' N &PARA W/ S/L OF SAID SEC 31
504231020010	SAM HOLDINGS 2000 LLC	5950 SW 37 TER	FORT LAUDERDALE	FL	33312		HARGER HILLS 26-41 BLOT 1 LESS S 18 & LESS N 306 &LESS EXT AREA FORMED BY 25 RADARC TANG TO E/L OF LOT 1 & TANGTO A LINE 53 N OF & PARA TO S/LOF SEC 31-50-42 TOGETHER WITHW 1/2 OF PT OF VAC'D SW 37 AVELYING E OF & ADJ TO SAID LOT,LESS THEREFROM STIRLING RD R/W &LESS 2 FT BIKEWAY
504231020012	5961 HOLLYWOOD LLC	5961 SW 37 AVE	FORT LAUDERDALE	FL	33312		HARGER HILLS 26-41 BLOT 1 S 88 OF N 306 TOGETHERWITH W 1/2 OF PT OF VAC'D SW 37AVE LYING E OF & ADJ TO SAID LOT
504231020013	EDRY,ARIEL	5950 SW 37 TER	FORT LAUDERDALE	FL	33312	6201	HARGER HILLS 26-41 BLOT 1 S 88 OF N 218 TOGETHERWITH W 1/2 OF THAT PT OF VAC'DSW 37 AVE LYING E OF & ADJ TOSAID LOT

504231020014	CHAMES,DEBORAH SDEBORAH S CHAMES REV TR	5978 SW 37 AVE	FORT LAUDERDALE	FL	33312	6235	HARGER HILLS 26-41 BLOT 1 S 90 OF N 130 TOGETHERWITH W1/2 OF PT OF VAC'D SW 37AVE LYING E OF SAID LOT
504231020015	LANES,DOUGLAS M	5917 SW 37 AVE	FORT LAUDERDALE	FL	33312	6234	HARGER HILLS 26-41 BLOT 1 N 40,2,3 LESS N 90TOGETHER WITH W 1/2 OF PT OF VACSW 37 AVE LYING E OF SAID LOT
504231020016	KAGAN,SARAH	5911 SW 37 AVE	FORT LAUDERDALE	FL	33312	6234	HARGER HILLS 26-41 BLOT 3 N 90 TOGETHER WITH W1/2OF PT OF VAC'D SW 37 AVE LYINGE OF & ADJ TO SAID LOT
504231020030	DELGADO,DAVID E & BOBBYDELGADO FAM TR	5900 SW 37 AVE	FORT LAUDERDALE	FL	33312		HARGER HILLS 26-41 BLOT 4 TOGETHER WITH W 1/2 OF PTOF VAC'D SW 37 AVE LYING E OF &ADJ TO LOT 4
504231020031	GOLDSTEIM,AVIGAYILFISH,JOSHUA	5870 SW 37 AVE	FORT LAUDERDALE	FL	33312		HARGER HILLS 26-41 BLOT 5 TOGETHER WITH W 1/2 OF PTOF VAC'D SW 37 AVE LYING E OF &ADJ TO LOT 5
504231020032	BERDUGO FAM TRBERDUGO,DAVID & BERDUGO,M TRSTEE	5861 SW 37 AVE	FORT LAUDERDALE	FL	33312		HARGER HILLS 26-41 BLOT 7 TOGETHER WITH W 1/2 OF PTOF VAC'D SW 37 AVE LYING E OF &ADJ TO LOT 7
504231020033	RUZA,SARAH	5860 SW 37 AVE	FORT LAUDERDALE	FL	33312		HARGER HILLS 26-41 BLOT 6 TOGETHER WITH W 1/2 OF PTOF VAC'D SW 37 AVE LYING E OF &ADJ TO LOT 6
504231020036	NOWLING,JUSTIN B & ROBIN R	5850 SW 37 AVE	FORT LAUDERDALE	FL	33312	6237	HARGER HILLS 26-41 BLOT 8 TOGETHER WITH W 1/2 OF PTOF VAC'D SW 37 AVE LYING E OF &ADJ TO LOT 8
504231020037	HIRSCH,CRAIG & SAMANTHA	5830 SW 37 AVE	FORT LAUDERDALE	FL	33312		HARGER HILLS 26-41 BLOT 9 & W 1/2 OF PT OF VAC SW 37AVE LYING E OF & ADJ TO LOT
504231020038	FREDERICKS,WALTER J & SANDRA	5810 SW 37 AVE	FORT LAUDERDALE	FL	33312	6237	HARGER HILLS 26-41 BLOT 10 & W 1/2 OF PT OF VAC'DSW 37 AVE LYING E OF & ADJ TOLOT 10
504231020039	GEISLER,DANGEISLER,RACHEL J	34 WHITE DRIVE	CEDARHURST	NY	11516		HARGER HILLS 26-41 BLOT 11 TOGETHER WITH W 1/2 OF PTOF VAC'D SW 37 AVE LYING E OF &ADJ TO LOT 11
504231020040	HEIDEN,S & SUSAN	5801 SW 37 AVE	FORT LAUDERDALE	FL	33312	6236	HARGER HILLS 26-41 BLOT 12 & E 1/2 OF PT OF VAC'D SW37 AVE LYING W OF & ADJ TO SAIDLOT
504231020050	ZUKOWSKY,ZENA	5811 SW 37 AVE	FORT LAUDERDALE	FL	33312	6236	HARGER HILLS 26-41 BLOT 13 TOGETHER WITH E 1/2 OF PTOF VAC'D SW 37 AVE LYING W OF &ADJ TO LOT 13
504231020060	RIZZO,JAMES J & CYNTHIA J	5821 SW 37 AVE	FORT LAUDERDALE	FL	33312	6236	HARGER HILLS 26-41 BLOT 14 TOGETHER WITH E 1/2 OF PTOF VAC'D SW 37 AVE LYING W OF &ADJ TO LOT 14
504231020070	OVAKNIN,GILAD & VICTORIA	3565 FOREST VIEW CIR	FORT LAUDERDALE	FL	33312	6304	HARGER HILLS 26-41 BLOT 15 TOGETHER WITH E 1/2 OF PTOF VAC'D SW 37 AVE LYING W OF &ADJ TO LOT 15
504231020080	BENEDICT,ANTHONY	5841 SW 37 AVE	FORT LAUDERDALE	FL	33312		HARGER HILLS 26-41 BLOT 16 TOGETHER WITH E 1/2 OF PTOF VAC'D SW 37 AVE LYING W OF &ADJ TO LOT 16
504231020100	BERDUGO,DAVID & MERYL H/EBERDUGO,ISAAC Z & JACQUELINE	5861 SW 37 AVE	FORT LAUDERDALE	FL	33312	6236	HARGER HILLS 26-41 BLOTS 17 & 18 TOG WITH E1/2 OF PTOF VAC'D SW 37 AVE LYING W OF &ADJ TO SAID LOTS 17 & 18 PERO.R. 23957/105 BCR
504231020110	BEER,MYRONBEER,MINDY	5901 SW 37 AVE	FORT LAUDERDALE	FL	33312		HARGER HILLS 26-41 BLOT 19 TOGETHER WITH E 1/2 OF PTOF VAC'D SW 37 AVE LYING W OF &ADJ TO LOT 19
504231020120	BICHACHI,ELIASHIRSCHMANN,GABRIELLA	5910 SW 37 AVE	FORT LAUDERDALE	FL	33312		HARGER HILLS 26-41 BLOT 20 & E 1/2 OF PT OF VAC'D SW37 AVE LYING W OF & ADJ TO SAIDLOT
504231020140	HOMESTEAD HOLDINGS 2017 LLC	5940 SW 37 AVE	FORT LAUDERDALE	FL	33312		HARGER HILLS 26-41 BLOT 22 LESS N 25,TOGETHER WITHE 1/2 OF PT OF VAC'D SW 37 AVELYING W OF SAID PT OF LOT 22
504231020141	SEEWALD,YOSEF & CHAYA	5920 SW 37 AVE	FORT LAUDERDALE	FL	33312	6235	HARGER HILLS 26-41 BLOT 21,22 N 25 TOGETHER WITHE 1/2 OF PT OF VAC'D SW 37 AVELYING W OF SAID LOTS

504231020150	BREEN,ROBERT J & SALLY M	6740 SW 55 ST	DAVIE	FL	33314		HARGER HILLS 26-41 BLOT 23 N 112 OF S 130 LESS E 73& LESS PT LYING SWLY OF CHORDFOR 25 RAD ARC,SAID ARC TANG TOW/L LOT 23 & TANG TO LINE 53N OF S/L OF SEC 31,TOGETHERWITH E 1/2 OF PT OF VAC'D SW 37AVE LYING W OF SAID LOT,LESSSTIRLING ROAD R/W & LESS 2 FTBIKEWAY
504231020152	KINGS LLC	4800 PINE LAKE DR	MYRTLE BEACH	SC	29577		HARGER HILLS 26-41 BLOT 23 LESS S 130,TOGETHER WITHE 1/2 OF PT OF VAC'D SW 37 AVELYING W OF & ADJ TO SAID PROP
504231020153	TDL PROPERTY HOLDINGS LLC	3230 STIRLING RD	HOLLYWOOD	FL	33021		HARGER HILLS 26-41 BLOT 23 N 112.03 OF S 130.03OF E 73
504231040010	GASNER,DANIELLA ZWIGLER,MARK N	5951 SW 37 TER	FORT LAUDERDALE	FL	33312		STIRLING OAKS ESTATES 77-39 BLOT 1
504231040020	REICHENBERG,BARRY D H/EREICHENBERG,ALISSA A	5921 SW 37 TER	FORT LAUDERDALE	FL	33312	6202	STIRLING OAKS ESTATES 77-39 BLOT 2
504231040030	HAMERMAN,JACOBHAMERMAN,TEHILLA	5891 SW 37 TER	FORT LAUDERDALE	FL	33312	6230	STIRLING OAKS ESTATES 77-39 BLOT 3
504231040040	NADEL,HARRISON & MICHELLE	5861 SW 37 TER	FORT LAUDERDALE	FL	33312		STIRLING OAKS ESTATES 77-39 BLOT 4
504231040050	CONGREGATION OR YAACOV INC	5677 BROOKFIELD CIR W	FORT LAUDERDALE	FL	33312		STIRLING OAKS ESTATES 77-39 BLOT 5
504231040060	KUTOFF,DAVID & JESSICA	5801 SW 37 TER	FORT LAUDERDALE	FL	33312	6230	STIRLING OAKS ESTATES 77-39 BLOT 6
504231040070	FREEMAN,BONNIE LANE	5771 SW 37 TER	FORT LAUDERDALE	FL	33312	6232	STIRLING OAKS ESTATES 77-39 BLOT 7
504231040080	SHAMIR,KFIRWIERS-SHAMIR,KRISTINA MARIE	5741 SW 37 TER	FORT LAUDERDALE	FL	33312	6232	STIRLING OAKS ESTATES 77-39 BLOT 8
504231040090	NATANEL,INNANATANEL,URI	5720 SW 37 TER	FORT LAUDERDALE	FL	33312		STIRLING OAKS ESTATES 77-39 BLOT 9
504231040100	ROGATINSKY,SAMUEL & ESTHER	4181 PARK VIEW DR	HOLLYWOOD	FL	33021		STIRLING OAKS ESTATES 77-39 BLOT 10
504231040110	ROSE,BARRY R & ANITA B	5790 SW 37 TER	FORT LAUDERDALE	FL	33312	6233	STIRLING OAKS ESTATES 77-39 BLOT 11
504231040120	PTALIS,YEHUDAGOLDHOR,SUSAN	5820 SW 37 TER	FORT LAUDERDALE	FL	33312	6231	STIRLING OAKS ESTATES 77-39 BLOT 12
504231040130	SEPLER,HARVEY & MARTHA	5840 SW 37 TER	FORT LAUDERDALE	FL	33312	6231	STIRLING OAKS ESTATES 77-39 BLOT 14
504231040140	JOFE,MICHAEL H & STEPHANIE D	5880 SW 37 TER	FORT LAUDERDALE	FL	33312	6231	STIRLING OAKS ESTATES 77-39 BLOT 15
504231040150	MITTLEMAN,AUDRA T & ROBERT B	5910 SW 37 TER	FORT LAUDERDALE	FL	33312	6201	STIRLING OAKS ESTATES 77-39 BLOT 16
504231040160	ANAGNOSTE,SCOTT R	5940 SW 37 TER	FORT LAUDERDALE	FL	33442		STIRLING OAKS ESTATES 77-39 BLOT 17
504231040170	ABRGEL,ELIGIBLY,LILACH	5981 SW 37 TER	FORT LAUDERDALE	FL	33312	6202	STIRLING OAKS ESTATES 77-39 BPART OF PARCEL A DESC'D AS,COMMAT SW COR OF PARCEL A,ELY 25 TOPOB,CONT ELY 237.37,NWLY FOR141.03,WLY 50,SWLY 143.40 TOPOBAKA:LOT A-3STIRLING OAKS ESTATES
504231040171	SABER,STEVEN S	5961 SW 37 TER	FORT LAUDERDALE	FL	33312	6202	STIRLING OAKS ESTATES 77-39 BPORTION OF PARCEL A DESC AS COMMNW COR OF SAID PARCEL,SLY103,ELY 158.52,NLY 102.98,WLY157 TO POBAKA:LOT A-1STIRLING OAKS ESTATES
504231040172	EXPRESS PRO RESTORATION LLC	675 WINTHROP ST	BROOKLYN	NY	11203		STIRLING OAKS ESTATES 77-39 BPT OF PARCEL A DESC AS BEG SWCOR PAR A,N 157,E 144.12,S 50,W 25,SW 143.40,W 25 TO POBAKA:LOT A-2
504231040173	LEV-TOV,HADAR H/ELEV-TOV,SARAH	5960 SW 37 TER	FORT LAUDERDALE	FL	33312		STIRLING OAKS ESTATES 77-39 BPART OF PARCEL A DESC'D AS,COMMAT NW COR PAR A,ELY 157 TO POB,CONT E 106.57,SELY 39.87,SLY77.40,WLY 129.71,NLY 102.98 TOPOBAKA:LOT A-5STIRLING OAKS ESTATES
504231040174	DAVIDSON,MATTISYOHUJOCHNOWITZ,HENNY	5970 SW 37 TER	FORT LAUDERDALE	FL	33312		STIRLING OAKS ESTATES 77-39 BPART OF PARCEL A DESC'D AS,COMMAT SW COR OF PARCEL A,E ALG S/LFOR 262.37 TO POB,NELY ARC DISTOF 38.67,N 132.60,W 144.11,SLY50,ELY 25,SELY 141.03 TO POBAKA:LOT A-4STIRLING OAKS ESTATES
504231050010	TOWNSEND,NELSONNELSON & MAE TOWNSEND REV LIV TR	3911 SW 56 CT	FORT LAUDERDALE	FL	33312	6227	OAKDALE 79-33 BLOT 1
504231050020	SHWARTZ,JENIFER H/ESHWARTZ,IMRI	3901 SW 56 CT	FORT LAUDERDALE	FL	33312	6227	OAKDALE 79-33 BLOT 2
504231050030	MATTHEWS,CECILIA N	3861 SW 56 CT	FORT LAUDERDALE	FL	33312	6229	OAKDALE 79-33 BLOT 3
504231050040	SMITH,SCOTTSMITH,ISABEL C	3851 SW 56 CT	FORT LAUDERDALE	FL	33312	6229	OAKDALE 79-33 BLOT 4
504231050050	TSIOTSIAS,ANNA KATHERINETSIOTSIAS,AFTEMIOS-TIM GUS ETAL	1390 KENYON ST #701	WASHINGTON	DC	20010		OAKDALE 79-33 BLOT 5
504231050060	STEVENS,THEASTEVEN,S,LISA	3860 SW 56 CT	FORT LAUDERDALE	FL	33312		OAKDALE 79-33 BLOT 6
504231050070	KOGAN,NATALIA	333 SE 6 ST	DANIA BEACH	FL	33004	4722	OAKDALE 79-33 BLOT 7
504231050080	TUBIAS,LORENA MARIA H/EFAZIO,GUSTAVO OSVALDO	3910 SW 56 CT	FORT LAUDERDALE	FL	33312	6228	OAKDALE 79-33 BLOT 8
504231050090	SORG,DAVID H & MONICADAVID & MONICA SORG FAM REV TR	3920 SW 56 CT	FORT LAUDERDALE	FL	33312	6228	OAKDALE 79-33 BLOT 9

504231050100	DAVID H & MONICA SORG FAM TRSORG,DAVID H & MONICA TRSTEE	3920 SW 56 CT	FORT LAUDERDALE	FL	33312	6228	OAKDALE 79-33 BLOT 10 TOGETHER WITH PT DESC AS,BEG AT SW COR OF LOT 10,N 95.38TO P/C,NELY 39.30 TO PT OF CUSP,W 13 TO P/C,SWLY 39.30,SLY 95.38E 13 TO POB
504231070010	PALMER,DEAN & ANDREA	3930 SW 56 ST	FORT LAUDERDALE	FL	33312		OAKDALE SEC 2 95-31 BLOT 11
504231070020	HODGES,PERRY W JR & R MARJORIE	3920 SW 56 ST	FORT LAUDERDALE	FL	33312	6267	OAKDALE SEC 2 95-31 BLOT 12
504231070030	HARRIS,JAMES B & CYNTHIA	3910 SW 56 ST	FORT LAUDERDALE	FL	33312	6267	OAKDALE SEC 2 95-31 BLOT 13
504231070040	PASCAL-DANIELS,MARIA J H/EMP COMPLETE SOLUTIONS LLC	3900 SW 56 STREET	DANIA BEACH	FL	33025		OAKDALE SEC 2 95-31 BLOT 14
504231070050	FRAWLEY,TIMOTHY B & CATHERINE	3840 SW 56 ST	FORT LAUDERDALE	FL	33312	6206	OAKDALE SEC 2 95-31 BLOT 15
504231070060	GOSSETT,RONALD P & BARBARA J	3800 SW 56 ST	FORT LAUDERDALE	FL	33312	6206	OAKDALE SEC 2 95-31 BLOT 16
504231070070	BANKS,ROBERT W	3831 SW 56 ST	FORT LAUDERDALE	FL	33312	6207	OAKDALE SEC 2 95-31 BLOT 17
504231070080	FISHMAN,MARC J & IFHAT B	3835 SW 56 ST	FORT LAUDERDALE	FL	33312		OAKDALE SEC 2 95-31 BLOT 18
504231070090	EMERY,DARRELL & MEGAN	3839 SW 56 ST	FORT LAUDERDALE	FL	33312		OAKDALE SEC 2 95-31 BLOT 19
504231070100	LAZERSON,AARON & GISELLA	3901 SW 56 ST	FORT LAUDERDALE	FL	33312		OAKDALE SEC 2 95-31 BLOT 20
504231070110	FRASER,ARYEH	3911 SW 56 ST	FORT LAUDERDALE	FL	33312		OAKDALE SEC 2 95-31 BLOT 21
504231130010	SILVER VENTURES LLC	5911 SW 39 AVE	FORT LAUDERDALE	FL	33312		LEND LEAF 116-40 BPARCEL A
504231150020	MOSER-GOLDBERG,DELLAMOSER-GOLDBERG,DELLA TRSTEE	5420 SHADY OAK LN	FORT LAUDERDALE	FL	33312		SHADY RIDGE ESTATES 133-48 BLOT 2
504231150030	GAMARRA,ORLANDO JR & ADALID	5430 SHADY OAK LN	FORT LAUDERDALE	FL	33312	6224	SHADY RIDGE ESTATES 133-48 BLOT 3 LESS POR DESC AS BEG ATSW COR OF SAID LOT,NLY 27.61,SE 166.44 TO SE COR OF LOT 3,W 179 TO POB TOGETHER WITH THATPART OF LOT 8 BLK 3 OF PB 2-32 DDESC'D AS,BEG AT SE COR OF LOT 3NLY ALG E/L FOR 133.54 TO NE CORELY 15.00,SLY 135.67,WLY 15.00TO POB
504231150040	FELDSBERG,DANIEL & HELENA	5440 SHADY OAK LANE	FORT LAUDERDALE	FL	33312		SHADY RIDGE ESTATES 133-48 BLOT 3,POR DESC AS BEG AT SWCOR OF SAID LOT,NLY 27.61,SE 166.44 TO SE COR OF LOT 3,W 179 TO POB & LOT 4 TOG WITHPOR DESC AS COMM SE COR LOT 4,THEN N 130.92,E 45.46,S 123.68,W 45
504231150050	FELDSBERG,DANIEL & HELENA	5440 SHADY OAK LANE	FORT LAUDERDALE	FL	33312	6224	SHADY RIDGE ESTATES 133-48 BLOT 5 LESS PT DESC'D AS,COMM ATMOST NLY COR LOT 5,SW 40 TO POB,CONT SWLY 51.03,WLY 60.00 TO NWCOR OF LOT 5,SLY 100.00 TO SWCOR,ELY ALG S/L FOR 84.74,NELY121.18 TO POB
504231150060	HASSAN,A BARRY H/ELAPAGLIA,LORI	10556 NW 66 ST	PARKLAND	FL	33076	2950	SHADY RIDGE ESTATES 133-48 BLOT 6
504231150070	CASSEL,MICHAEL ALAN & HILLARY B	5430 SW 39 WAY	FORT LAUDERDALE	FL	33312		SHADY RIDGE ESTATES 133-48 BLOT 7 & TOGETHER WITH PORTION OFLOT 5 DESC AS COMM AT MOST NLYCOR OF LOT 5,SW 40 TO POB,SW51.03,W 60,SE 100,NE 84.74,NE121.18 TO POB
504231150080	LEE,JAISONKIM,CHRISTINA	5421 SHADY OAK LN	FORT LAUDERDALE	FL	33312		SHADY RIDGE ESTATES 133-48 BLOT 8
504231150110	MAWARDI,JOSEPH	5420 SW 39 WAY	FORT LAUDERDALE	FL	33312		SHADY RIDGE ESTATES 133-48 BLOT 11
504231150120	JULIAN,JUDITH EVALYN	5421 SW 39 WAY	FORT LAUDERDALE	FL	33312		SHADY RIDGE ESTATES 133-48 BLOT 12
504231190960	HOISMAN,DANIEL	5561 OAKVIEW TER	FORT LAUDERDALE	FL	33312		BANYAN OAKRIDGE PLAT 157-44 BLOT 4 BLK 2
504231190970	SCHWARTZ,JESSICA & JOSEPH	5601 OAKVIEW TER	FORT LAUDERDALE	FL	33312		BANYAN OAKRIDGE PLAT 157-44 BLOT 5 BLK 2
504231190980	BERKOWITZ,SHERYL E	5641 OAKVIEW TER	FORT LAUDERDALE	FL	33312	6272	BANYAN OAKRIDGE PLAT 157-44 BLOT 6 BLK 2
504231190990	SHEROTA,JEFFREY & ALYSAN	5681 OAKVIEW TER	FORT LAUDERDALE	FL	33312		BANYAN OAKRIDGE PLAT 157-44 BLOT 7 BLK 2
504231191000	HUROWITZ,STEVEN & SUSANNE	5721 OAKVIEW TER	FORT LAUDERDALE	FL	33312		BANYAN OAKRIDGE PLAT 157-44 BLOT 8 TOGETHER WITH A POR OFLOT 9 AS DESC IN OR 29077/1811BLK 2
504231191020	ROSENBERG,PAUL SKNIGHT-ROSENBERG,SHERI ELLEN	5660 OAKVIEW TER	FORT LAUDERDALE	FL	33312	6273	BANYAN OAKRIDGE PLAT 157-44 BLOT 10 TOGETHER WITH POR OFLOT 9 AS DESC IN OR 29075/592
504231191030	LEIB,JORDAN & YOLANDA	5640 OAKVIEW TER	FORT LAUDERDALE	FL	33312	6273	BANYAN OAKRIDGE PLAT 157-44 BLOT 11 BLK 2
504231191040	BERLAGOSKY,SHIMONREIKONNEN,NADEJDA	5620 OAKVIEW TER	FORT LAUDERDALE	FL	33312		BANYAN OAKRIDGE PLAT 157-44 BLOT 12 BLK 2
504231191050	OHRING,MARSHALL & EVA	5600 OAKVIEW TER	FORT LAUDERDALE	FL	33312	6273	BANYAN OAKRIDGE PLAT 157-44 BLOT 13 BLK 2
504231191060	GELFAND,LANNY & GELFAND,SANDI	5601 OAKMONT AVE	FORT LAUDERDALE	FL	33312		BANYAN OAKRIDGE PLAT 157-44 BLOT 14 BLK 2
504231191070	CARMEL,SHIMONSHIMON CARMEL REV TR	5617 OAKMONT AVE	FORT LAUDERDALE	FL	33312	6270	BANYAN OAKRIDGE PLAT 157-44 BLOT 15 BLK 2
504231191080	GOLDBERGER,JEFFREY & SHARON S	5635 OAKMONT AVE	FORT LAUDERDALE	FL	33312		BANYAN OAKRIDGE PLAT 157-44 BLOT 16 BLK 2
504231191090	ADAR,MATISYAHY & MIRIAM	5653 OAKMONT AVE	FORT LAUDERDALE	FL	33312		BANYAN OAKRIDGE PLAT 157-44 BLOT 17 BLK 2
504231191100	CAMHI,DAVIDGOLDSCHMIDT,STEPHANIE	5689 OAKMONT AVE	FORT LAUDERDALE	FL	33312	6270	BANYAN OAKRIDGE PLAT 157-44 BLOT 18 BLK 2
504231191110	REICH,MARY MMARY M REICH REV LIV TR	5719 OAKMONT AVE	FORT LAUDERDALE	FL	33312	6271	BANYAN OAKRIDGE PLAT 157-44 BLOT 19 BLK 2
504231191120	ROGERS,DEBRA & ADAM	5741 OAKMONT AVE	FORT LAUDERDALE	FL	33312		BANYAN OAKRIDGE PLAT 157-44 BLOT 20 BLK 2
504231191130	PALMER,RUSSEL SETHRUSSEL SETH PALMER REV LIV TR	5750 OAKMONT AVE	FORT LAUDERDALE	FL	33312		BANYAN OAKRIDGE PLAT 157-44 BLOT 21 BLK 2
504231191140	LASKY,STEPHANIEHERRING,DAVID	5742 OAKMONT AVE	FORT LAUDERDALE	FL	33312		BANYAN OAKRIDGE PLAT 157-44 BLOT 22 BLK 2

504231191150	TAMI,CATHERINE	5724 OAKMONT AVE	FORT LAUDERDALE	FL	33312		BANYAN OAKRIDGE PLAT 157-44 BLOT 23 BLK 2
504231191160	AMSELEM,SHALOM & MICHELLEN	5706 OAKMONT AVE	FORT LAUDERDALE	FL	33312		BANYAN OAKRIDGE PLAT 157-44 BLOT 24 BLK 2
504231191170	ARGY,SHARON	5690 OAKMONT AVE	FORT LAUDERDALE	FL	33312	6269	BANYAN OAKRIDGE PLAT 157-44 BLOT 25 BLK 2
504231191180	GRETAH,ANNA & YAIR H/E	5672 OAKMONT AVE	FORT LAUDERDALE	FL	33312	6269	BANYAN OAKRIDGE PLAT 157-44 BLOT 26 BLK 2
504231191190	PERETZ,STEVEN I	5654 OAKMONT AVE	FORT LAUDERDALE	FL	33312	6269	BANYAN OAKRIDGE PLAT 157-44 BLOT 27 BLK 2
504231191200	ARNOLD,GARY	5636 OAKMONT AVE	FORT LAUDERDALE	FL	33312	6269	BANYAN OAKRIDGE PLAT 157-44 BLOT 28 BLK 2
504231191470	HOLLYWOOD OAKS MAIN ASSOATT: LURETIA	3451 HOLLYWOOD OAKS DR	FORT LAUDERDALE	FL	33312		BANYAN OAKRIDGE PLAT 157-44 BPARCEL D (RECREATION-OPEN SPACE)LESS POR DESC IN OR 28078/490AS LAKE
504231191471	OAKRIDGE COMMUNITY DEV DISTRICT	5385 N NOB HILL RD	FORT LAUDERDALE	FL	33351	4761	BANYAN OAKRIDGE PLAT 157-44 BPOR OF PAR D DESC AS:COMM SW COROF PAR D;NE 89.82 TO POB,NW35.83,NW 31.63,NE 33.85,NE 95.22,NE 59.75,NW 40.21,NW 36.41,NW46.51,NE 119.60,NW 29.87,NE 24,NW 34.88,NW 41.44,NE 10.71,NE11.55,NE 81.01,SE 26.02,NE 108.24,SE 23.93,SE 19.85,SE 91.94,SW 40.26,SW 165.60,SW 59.74,SE
504231191530	OAKRIDGE COMMUNITY DEVELOPMENTDISTRICT	5385 N NOB HILL RD	FORT LAUDERDALE	FL	33351	4761	BANYAN OAKRIDGE PLAT 157-44 BTRACT 2 (PRIVATE ROAD)
504231290010	ALL SOUTH FLORIDADEVELOPMENT INC	201 SE 2 AVE	DANIA BEACH	FL	33004		BARTLEY PLAT 182-147 BPORTION OF LOT 1 DESC AS: COMMAT NW COR TR 11 BLK 3 REED LANDCO SUB 2-32D 31-50-42,SE 361.96ALG W/L TR 11,NE 52 TO POB, CONTNE 42.53,NE 99.93 TO P/C, SELY23.49,SE 20, SE 22.16, SW 147,NW 26.32 TO POB
504231290011	CHRISTIANSON,CHRIS & STACEYBARTLEY,DOREEN ANNE & JOHN	201 SE 2 AVE	DANIA BEACH	FL	33004		BARTLEY PLAT 182-147 BLOT 1 LESS,COMM AT NW COR TR 11BLK 3 REED LAND CO SUB 2-32 D31-50-42,SE 361.96 ALG W/L TR 11NE 52 TO POB, CONT NE 42.53,NE99.93 TO P/C, SELY 23.49, SE 20,SE 22.16, SW 147, NW 26.32 TOPOB
504231290020	CHRISTIANSON,CHRISCHRISTIANSON,STACEY	5815 SW 39 WAY	FORT LAUDERDALE	FL	33312		BARTLEY PLAT 182-147 BPORTION OF LOT 2 DESC AS: COMMAT NW COR TR 11 BLK 3 REED LANDCO SUB 2-32D 31-50-42,SE 388.28ALG W/L TR 11,NE 52 TO POB, CONTNE 147,SE 40.42 TO P/C, SWLY26.88, SW 143.41, NW 67 TO POB
504231290021	CHRISTIANSON,CHRIS & STACEYBARTLEY,DOREEN ANNE & JOHN	5815 SW 39 WAY	FORT LAUDERDALE	FL	33312	6254	BARTLEY PLAT 182-147 BW 12 FT OF LOT 2
504231290030	BENDOSA,AKIVA H/ERIVERA,ELIZABETH A	5829 SW 39 WAY	FORT LAUDERDALE	FL	33312		BARTLEY PLAT 182-147 BLOT 3
504231290040	MITCHELL,LIONEL S	5843 SW 39 WAY	FORT LAUDERDALE	FL	33312		BARTLEY PLAT 182-147 BLOT 4
504231290050	JACOBS,SORINA	5857 SW 39 WAY	FORT LAUDERDALE	FL	33312		BARTLEY PLAT 182-147 BLOT 5
504231290060	EFRAIM MOSHE LLC	2009 PEMBROKE RD	HOLLYWOOD	FL	33021		BARTLEY PLAT 182-147 BLOT 6
504231290070	NISSANIAN,AMI & SIGALIT	5870 SW 39 WAY	FORT LAUDERDALE	FL	33312		BARTLEY PLAT 182-147 BLOT 7
504231290080	DIAZ,HAROLD R	5856 SW 39 WAY	FORT LAUDERDALE	FL	33312		BARTLEY PLAT 182-147 BLOT 8
504231290090	THOREN,DAVID E & SUSAN M	5842 SW 39 WAY	FORT LAUDERDALE	FL	33312		BARTLEY PLAT 182-147 BLOT 9
504231290100	LOT OWNERS %BARTLEY,DOREEN & JCHRISTIANSON,CHRIS & STACEY	201 SE 2 AVE	DANIA BEACH	FL	33004	4006	BARTLEY PLAT 182-147 BPAR A
504231290110	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	BARTLEY PLAT 182-147 BPAR B
504231290120	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	BARTLEY PLAT 182-147 BPAR C
514101000010	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309	3421	1-51-41BEG AT A POINT 40 FT WLY OF NECOR SEC 1-51-41,WLY 1152.35 TOA PT ON A LINE,ELY 841.76,ELYARC DIST 167.20 TO A PT TAN,ELY119.85,SELY ARC DIST 39.27,NLY78.02 +/- TO POB
514101060300	PUBLIC LAND % CITY OF HOLLYWOODDEPT OF COMMUNITY & ECONOMIC DEV	2600 HOLLYWOOD BLVD #206	HOLLYWOOD	FL	33020	4807	SANDY LEE 51-29 BTHOROUGHFARES PER SAID PLATLESS REPLATTED PORTIONS
514101080012	ARSC INC	3445 HOLLYWOOD OAKS DR	FORT LAUDERDALE	FL	33312	6388	EMERALD PARK 112-30 BPOR PAR A DESC AS COMM NE COR OFSEC 1-51-41,WLY 260,SLY 64.04TO POB,CONT SLY 320,WLY 414.95,NLY 26,WLY 6,NLY 87,ELY 6,NLY91.58,ELY 175.29,N 150,ELY22.42,ELY 151.01 TO P/C,ELY68.17 TO POBAKA:COMMERCIAL AREA

514101080040	EMERALD HOLLYWOOD OWNER LLC ETAL% FBE LIMITED LLC	1 STATE ST 32 FLR	NEW YORK	NY	10004		EMERALD PARK 112-30 BPORTION PAR A DESC AS COMM AT NECOR OF SEC,SLY 668.35,WLY 40 TOPOB,CONT WLY 220,SLY 272.86,WLY249.81,NLY 25.59,WLY 150,SLY 300WLY 239.75,NLY 55.58,WLY 100,NLY280,WLY 320,NLY 340,ELY 254.52,NWLY 23.06,NELY 89.80 TO P/C,NELY AN ARC DIST 23.45 TO P/T,NELY 66.72 TO P/C,SELY AN ARC
514101080050	PUBLIC LAND % CITY OF HOLLYWOODOFFICE OF BUSINESS & INTL TRADE	2600 HOLLYWOOD BLVD #212	HOLLYWOOD	FL	33020	4807	EMERALD PARK 112-30 BR/W DEDICATED BY PLAT
514206010010	SCHOOL BOARD OF BROWARD COUNTYATTN:FACILITY MANAGEMENT	600 SE 3 AVE	FORT LAUDERDALE	FL	33301	3125	HOLLYWOOD HILLS FIRST ADD 6-42 BBLK 301 LOT 8-16,BLK 302,BLK 303LOT 1,2,35,36 BLK 318 LOT 1,2,3536,BLK 319,BLK 320 LOT 8-16,BLK321 LOT 8-16,BLK 322,BLK 323 LOT1,2,35,36,BLK 342 LOT 1,2,BLK343 LOT 1-3,15-22 & BLK 344 LOT8-12 & TOGETHER WITH ALL STREETS& ALLEYS DESC IN OR 3524/762AKA:HOLLYWOOD HILLS HIGH
514206010021	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309	3421	HOLLYWOOD HILLS FIRST ADD 6-42 BN 53 FT OF SEC 6-51-42 TOG WITHPOR OF LOTS 2 & 13 STUART MANOR30-29 B AS PER MISC MB 8-2AKA: POR STATE RD 848
514206080010	MIZRAHI,JOSEPH & MICHELLE	4050 N 51 AVE	HOLLYWOOD	FL	33021	1629	EMERALD HILLS 68-26 BLOT 1 BLK 1
514206080020	KATZ,MICHAELKATZ,FAIGE	6502 BAYTHORNE RD	BALTIMORE	MD	21209		EMERALD HILLS 68-26 BLOT 2 BLK 1
514206080030	RABINOVICH,JORGE & CONNIE	3950 N 51 AVE	HOLLYWOOD	FL	33021		EMERALD HILLS 68-26 BLOT 3 BLK 1
514206080040	STEIN,DEIRDRESTEIN,PERRY	229 ALLISON CT	ENGLEWOOD	NJ	07631	4301	EMERALD HILLS 68-26 BLOT 4 BLK 1
514206080150	FENSTERSZAUB,MARK & SHAINDEL	5151 SARAZEN DR	HOLLYWOOD	FL	33021		EMERALD HILLS 68-26 BLOT 15 BLK 1
514206080160	MOSCONI,BERNARD GERARD	5161 SARAZEN DR	HOLLYWOOD	FL	33021	1601	EMERALD HILLS 68-26 BLOT 16 BLK 1
514206080170	FRIEL,KATHLEEN MARYKATHLEEN MARY FRIEL REV TR	5171 SARAZEN DR	HOLLYWOOD	FL	33021		EMERALD HILLS 68-26 BLOT 17 BLK 1
514206080180	PALDINO,EMILE THOM & PATRICE	5181 SARAZEN DR	HOLLYWOOD	FL	33021	1601	EMERALD HILLS 68-26 BLOT 18 BLK 1
514206080190	PINCKNEY,ROGER	5191 SARAZEN DR	HOLLYWOOD	FL	33021	1601	EMERALD HILLS 68-26 BLOT 19 BLK 1
514206080360	SCHULMANN,STEVEN & MADELINE POSE	4051 N 51 AVE	HOLLYWOOD	FL	33021	1628	EMERALD HILLS 68-26 BLOT 17 BLK 2
514206084850	THE WOODS OF EMERALD HILLS INC	741 PETUNIA DR	PLANTATION	FL	33317		EMERALD HILLS 68-26 BTHAT PT OF BLKS 27 & 28 AS DESCIN OR 7195 PG 87AKA COMMON AREAS LYING ADJ TOBLDGS 1 THRU 10 OF THE WOODS OFEMERALD HILLS PHASE ONE CONDO
514206084930	PUBLIC LAND % CITY OF HOLLYWOODDEPT OF COMMUNITY & ECONOMIC DEV	2600 HOLLYWOOD BLVD #206	HOLLYWOOD	FL	33020	4807	EMERALD HILLS 68-26 BROAD RIGHTS OF WAY AS DEDICATEDPER PLAT LESS THAT PORTION LYINGWITHIN ST RD 848 (STIRLING RD)R/W
514206100010	SCHOOL BOARD OF BROWARD COUNTYATTN:FACILITY MANAGEMENT	600 SE 3 AVE	FORT LAUDERDALE	FL	33301	3125	SCHOOL SITE 0690 148-42 BPARCEL A
514206BA0010	BELKOV FAMILY R/ELIMITED PARTNERSHIP	5672 BROOKFIELD CIRCLE EAST	FORT LAUDERDALE	FL	33312	6256	THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 1-1PER CDO BK/PG: 7195/91
514206BA0020	COHEN,RAMI & PAULETTE	4104 N 51 AVE #1-2	HOLLYWOOD	FL	33021	1619	THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 1-2PER CDO BK/PG: 7195/91
514206BA0030	STRAUSS,MILTON & BEVERLYMILTON & BEVERLY STRAUSS REV TR	4106 N 51 AVE #1 3	HOLLYWOOD	FL	33021	1619	THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 1-3PER CDO BK/PG: 7195/91
514206BA0040	OLSEN,LORELEI & WILLIAM D	4108 N 51 AVE # 1-4	HOLLYWOOD	FL	33021		THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 1-4PER CDO BK/PG: 7195/91
514206BA0050	KURLANSKY,AARON &SALTZ,VALERIE	3861 N 42 TER	HOLLYWOOD	FL	33021		THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 2-5PER CDO BK/PG: 7195/91
514206BA0060	ROSEN,DAVID MROSEN,SUZAN	4105 N 51 AVE #2-6	HOLLYWOOD	FL	33021	1618	THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 2-6PER CDO BK/PG: 7195/91
514206BA0070	JEIGER,DANIELLE & LOUIS	4103 N 51 AVE #2-7	HOLLYWOOD	FL	33021		THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 2-7PER CDO BK/PG: 7195/91
514206BA0080	LEVINE,JASON E & SARAH E	4101 N 51 AVE UNIT 8	HOLLYWOOD	FL	33021	1618	THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 2-8PER CDO BK/PG: 7195/91
514206BA0090	PALMER,ERNA	4102 N 50 AVE #3-9	HOLLYWOOD	FL	33021	1617	THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 3-9PER CDO BK/PG: 7195/91
514206BA0100	SEGELBAUM,JASON & LAUREN	4104 N 50 AVE #3-10	HOLLYWOOD	FL	33021		THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 3-10PER CDO BK/PG: 7195/91
514206BA0110	KORCHAK,DAVID BKORCHAK,STACY S	4106 N 50 AVE #3-11	HOLLYWOOD	FL	33021		THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 3-11PER CDO BK/PG: 7195/91
514206BA0120	HEBY,SIGALIT	4108 N 50 AVE #3-12	HOLLYWOOD	FL	33021		THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 3-12PER CDO BK/PG: 7195/91

514206BA0130	SHEKHTER,ILYA & HANNA	4107 N 50 AVE #4-13	HOLLYWOOD	FL	33021		THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 4-13PER CDO BK/PG: 7195/91
514206BA0140	TRACEY L GORDON REV LIV TRGORDON,TRACEY L TRSTEE	2912 W STRATHMORE AVE	BALTIMORE	MD	21209	3811	THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 4-14PER CDO BK/PG: 7195/91
514206BA0150	STEINER,RONALD & RISA	4103 N 50 AVE #4-15	HOLLYWOOD	FL	33021	1616	THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 4-15PER CDO BK/PG: 7195/91
514206BA0160	FREILICH,MOSHETOUBIN,TOVA	4101 N 50 AVE #4-16	HOLLYWOOD	FL	33021	1616	THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 4-16PER CDO BK/PG: 7195/91
514206BA0170	GLUECK,SHARON E & STEVEN J	4102 N 49 AVE # 5-17	HOLLYWOOD	FL	33021		THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 5-17PER CDO BK/PG: 7195/91
514206BA0180	GREENBAUM,NEILSORSCHER,MICHELLE	4104 N 49 AVE #5-10	HOLLYWOOD	FL	33021	1611	THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 5-18PER CDO BK/PG: 7195/91
514206BA0190	DRESSLER,SCOTT M	4106 N 49 AVE #5-19	HOLLYWOOD	FL	33021	1611	THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 5-19PER CDO BK/PG: 7195/91
514206BA0200	SOBOL,EPHRAIMSOBOL,YAEL	3860 N 51 AVE	HOLLYWOOD	FL	33021		THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 5-20PER CDO BK/PG: 7195/91
514206BA0210	ROHAN,WILLIAM P & KATHLEEN E	4107 N 49 AVE #6-21	HOLLYWOOD	FL	33021	1610	THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 6-21PER CDO BK/PG: 7195/91
514206BA0220	FARBMAN,DAVID	4105 N 49 AVE #6-22	HOLLYWOOD	FL	33021		THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 6-22PER CDO BK/PG: 7195/91
514206BA0230	WALLACK,RENEE JOYCE	4103 N 49 AVE #6-23	HOLLYWOOD	FL	33021	1610	THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 6-23PER CDO BK/PG: 7195/91
514206BA0240	KATUZHKA ASANZA TRASANZA,KATUZHKA TRSTEE	737 N CRESCENT DR UNIT 6-24	HOLLYWOOD	FL	33021	6168	THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 6-24PER CDO BK/PG: 7195/91
514206BA0250	JAYNE KAPLAN TRKAPLAN,JAYNE TRSTEE ETAL	5672 BROOKFIELD CIRCLE EAST	FORT LAUDERDALE	FL	33312	6256	THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 7-25PER CDO BK/PG: 7195/91
514206BA0260	WADDINGTON,BARBARA CBARBARA C WADDINGTON LIV TR	4104 N 48 TER #7-26	HOLLYWOOD	FL	33021	1753	THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 7-26PER CDO BK/PG: 7195/91
514206BA0270	GROSSMAN,ESTHERGROSSMAN,GABRIEL M	4106 N 48 TER	HOLLYWOOD	FL	33021		THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 7-27PER CDO BK/PG: 7195/91
514206BA0280	WEINSTOCK,JOSEPH &WEINSTOCK,REBECCA	4108 N 48 TER # 7-28	HOLLYWOOD	FL	33021		THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 7-28PER CDO BK/PG: 7195/91
514206BA0290	4107 N 48 TERRACE LLC	4701 N 37 ST	HOLLYWOOD	FL	33021		THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 8-29PER CDO BK/PG: 7195/91
514206BA0300	EISEN,MEI L	4105 N 48 TER #8-30	HOLLYWOOD	FL	33021	1752	THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 8-30PER CDO BK/PG: 7195/91
514206BA0310	PRITZKER,ALANPRITZKER,BRENDA	4103 N 48 TER #8-31	HOLLYWOOD	FL	33021	1752	THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 8-31PER CDO BK/PG: 7195/91
514206BA0320	KAWEBLUM,DANIEL H/EKAWEBLUM,FLORENCE J	4101 N 48 TER #8-32	HOLLYWOOD	FL	33021	1752	THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 8-32PER CDO BK/PG: 7195/91
514206BA0330	GARDYN,JORDON SETH & NECHAMA	4102 N 48 AVE #9-33	HOLLYWOOD	FL	33021		THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 9-33PER CDO BK/PG: 7195/91
514206BA0340	SCHULMAN,JASON &SPERLING,RANDI	4104 N 48 AVE #9-34	HOLLYWOOD	FL	33021	1735	THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 9-34PER CDO BK/PG: 7195/91
514206BA0350	NAGLER,DANIEL & ANNIEL	4106 N 48 AVE #9-35	HOLLYWOOD	FL	33021		THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 9-35PER CDO BK/PG: 7195/91
514206BA0360	COHEN,YEHIEL	4108 N 48 AVE #9-36	HOLLYWOOD	FL	33021	1735	THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 9-36PER CDO BK/PG: 7195/91
514206BA0370	HARVIN,JOSE & ROBIN	4109 N 48 AVE #10-37	HOLLYWOOD	FL	33021	1734	THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 10-37PER CDO BK/PG: 7195/91
514206BA0380	LYNN FAMILY PARTNERSHIP LTD	3501 KEYSER AVE APT 56	HOLLYWOOD	FL	33021	2456	THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 10-38PER CDO BK/PG: 7195/91
514206BA0390	LEVIN,MITCHELL NSHEHEBAR-LEVIN,MIRIAM	1104 SIMMONS LN	NOVATO	CA	94945	1736	THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 10-39PER CDO BK/PG: 7195/91
514206BA0400	HAYSON,RUSSELL M	4103 N 48 AVE #10-40	HOLLYWOOD	FL	33021	1734	THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 10-40PER CDO BK/PG: 7195/91
514206BA0410	GREENBERGER,STEPHEN C	4101 N 48 AVE #10-41	HOLLYWOOD	FL	33021	1734	THE WOODS OF EMERALD HILLS PHASEONE CONDOUNIT 10-41PER CDO BK/PG: 7195/91

CODE COMPLIANCE SPECIAL MAGISTRATE

CITY OF DANIA BEACH, FLORIDA

CITY OF DANIA BEACH, a Florida : CASE # 2021-0324
Municipal Corporation

PETITIONER, :

vs. :

3851 STIRLING HOLDINGS LLP
c/o COKER & FEINER

RESPONDENT. :

STIPULATED AGREEMENT

The City of Dania Beach, Florida and the Respondent, 3851 STIRLING HOLDINGS LLP, as owner or agent for the owner of the property described below stipulate to the following matters:

1. That the persons signing have freely and voluntarily entered into the stipulation and have the authority to enter into the stipulation and bind the respective parties to the terms contained herein and agree to all of the terms of the stipulation; and
2. The parties acknowledge that the Code Compliance Special Magistrate has jurisdiction of the Respondent and the subject matter of this action; and 3. Respondent, 3851 STIRLING HOLDINGS LLP, is the owner of the parcel of real property that is located at 3851 Stirling Road in the City of Dania Beach, FL whose Broward County Property Appraiser Folio No. is 5042 3101 0740 and whose legal description is attached hereto as Exhibit "A" ("the "Property"); and
3. Respondent's parcel consists of approximately 10 acres, containing numerous existing oak trees, electrical power lines, a small residence and a mobile home; and
4. The Property is subject to a Florida Power and Light (FPL) access easement to maintain power lines, which includes a dirt road through the property, that may not be restricted due to FPL's easement (24 hour right of access); and

5. It appears a third party used the FPL easement dirt road to access the properties and to avoid the neighborhood which is adjacent to the Property; and
6. On February 2, 2021 a third party entered the Owner's property and sprayed a substance, which was later determined to be a herbicide, around the base of a number of the existing oak trees on the Property (the "Event"); and
7. On February 2, 2021, the third party also entered the adjacent property, SW 37th Terrace, bearing folio number 5042 31 04 0050, which is a vacant lot and doused/sprayed the same herbicide on at least one tree on the adjacent property; and
8. The City has not been able to determine the person or organization who was responsible for the herbicide being sprayed onto the existing trees; and
9. Respondent has stated that it did not authorize anybody to come onto the Property and that the person/people who perpetrated the Event entered the Property without the knowledge, consent or permission of the Respondent; and
10. Respondent has also asserted that the person/people who perpetrated the Event were not an agent of Respondent; and
11. Respondent further asserts that it is the victim of both trespass and vandalism; and
12. Respondent has indicated to the Broward Sheriff's Office, Dania Beach Division ("BSO"), that it wants to and is willing to press criminal charges in the event that the individual who performed or authorized the Event is identified; and
13. Neighbors of the Property called the police and code compliance upon observing the Event but the police and code enforcement did not arrive in time to stop or speak to the third parties; and
14. Neighboring residents took pictures of the third parties who were sitting in the back of a white pickup truck with tanks for the herbicide; and

15. The City's police department has indicated that it is unable to determine the owner of the truck by the partial license plate picture; and

16. The City has not been able to track down or identify the third party; and

17. Following the occurrence of the Event the Respondent has consistently allowed both Broward County and City personnel access to the Property for purposes of investigation and to perform testing, and

18. Following the Event, at the request of the City and for the Owner's protection, the Owner installed cameras on the Property; and

19. Section 825-30(A), of the City Code of the City of Dania Beach, entitled "Tree Removal License Required," provides:

A person shall not cause, suffer, permit or allow the removal or the effective destruction of any tree within the geographic boundaries of the city without first obtaining a license from the city as provided in this Land Development Code. The property owner, holder of an easement or person removing a tree without a license shall be responsible for the violation. The removal of trees in violation of this article is a public nuisance; and

20. The relevant portion of Section 825-30(A) states that it is a violation of Code to "suffer, . . . the effective destruction of any tree . . ."; and

21. Section 825-30(A) is a strict liability statute which makes every owner of real property responsible for the non-permitted removal or destruction of any tree on its property even if the property owner did not authorize, consent, allow or have any knowledge of the destruction of any tree; and

22. The City's arborist confirms that there were 54 trees that were destroyed, and the City's fine schedule is \$500.00 per tree; and

23. City is to receive \$27,000 in fines from the Respondent; and

24. Respondent agrees to the fine amount and waives any appeal rights; and

25. Respondent is in violation of Section 825-30(A) by virtue of being the owner of the Property as Section 825-30(A) is a strict liability ordinance; and

26. A fine of \$27,000.00 (54 violations at \$500.00 per violation) is imposed against the property; and

28. The nature of the violation is that it is a violation that is irreparable or irreversible in nature; and

29. In addition, there is also assessed \$100.00 to cover costs incurred by the City in the prosecution of this matter; and

30. That the Respondent is to pay the City \$27,100.00, payable to the City within ninety (90) days. If not paid within ninety (90) days, the City shall record a lien against the Respondent's property. In the event this stipulation results in a recorded lien, an additional charge will be imposed to record the stipulated lien amount and any future lien satisfaction.

SIGNATURES ON THE FOLLOWING PAGE

PETITIONER
CITY OF DANIA BEACH

Signature

Eve A. Boutsis

Printed Name

Assistant City Attorney

Title

Date: 9/23/2021

RESPONDENT

3851 STIRLING HOLDINGS LLP

Signature

Bob A. Fein

Printed Name

Attorney at Law

Title

Date: 9/21/2021

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on September 23, 2021, by Eve A. Boutsis, on behalf of the City of Dania Beach, Florida who is personally known to me or has produced _____ as identification.

My Commission Expires:



Lori Adams

Notary Public, State of Florida

LORI ADAMS

Printed Name

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on Sept 21, 2021, by Bob A. Fein, on behalf of Respondent, who is personally known to me or has produced _____ as identification.

My Commission Expires:



Kathryn Coker

Notary Public, State of Florida

Printed Name

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Public Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT THE ORDINANCE AUTHORIZING THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT (“ARPA) STATE AND LOCAL FISCAL RELIEF FUND (“SLFRF”) PROCEEDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00) FOR POLICE AND FIRE RESCUE SERVICES PROVIDED BY THE BROWARD SHERIFF’S OFFICE (“BSO”)

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

Memorandum, O-2022-019 Authorize Expenditure of ARPA Funds for BSO Police and Fire Rescue Services Exceeding \$1M (\$10M), O-2022-019 Authorize Expenditure of ARPA Funds for BSO Police and Fire Rescue Services Exceeding \$1M (\$10M) Attachment



**CITY OF DANIA BEACH
DEPARTMENT OF FINANCE
MEMORANDUM**

DATE: April 26, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Frank L. DiPaolo, CPA, CGMA, SHRM-CP, Chief Financial Officer

SUBJECT: Adopt an Ordinance authorizing the expenditure of American Rescue Plan Act (ARPA) State And Local Fiscal Relief Fund (SLFRF) proceeds exceeding One Million Dollars (\$1,000,000.00) for Police and Fire Rescue services provided by the Broward Sheriff's Office

REQUEST

The Finance Department requests adoption of an Ordinance authorizing the expenditure of American Rescue Plan Act (ARPA) State And Local Fiscal Relief Fund (SLFRF) proceeds exceeding One Million Dollars (\$1,000,000.00) for Police and Fire Rescue services provided by the Broward Sheriff's Office ("BSO").

BACKGROUND

The City of Dania Beach received an allocation of \$16.2 million through the American Rescue Plan Act (ARPA) State And Local Fiscal Relief Fund (SLFRF). Pursuant to the expenditure of ARPA-SLFRF funds, on April 12, 2022, the City Commission approved a resolution accepting a tentative list of Covid-19 Response projects and the expenditure of \$10 million in Revenue Replacement funds for the FY2022 BSO Public Safety contract. This expenditure exceeds \$1 million and therefore, requires adoption of an ordinance by the City Commission.

ATTACHMENTS

Ordinance
Exhibit A – Tentative Projects List (previously approved by the City Commission)

BUDGETARY IMPACT

The expenditure of \$10 million in Revenue Replacement funds for the FY2022 BSO Public Safety contract is fully funded by the \$16.2 million ARPA award.

RECOMMENDATION

Adopt the Ordinance authorizing the expenditure of ARPA-SLFRF proceeds exceeding One Million Dollars (\$1,000,000.00) for Police and Fire Rescue services provided by the BSO.

ORDINANCE NO. 2022-019

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT (“ARPA”) STATE AND LOCAL FISCAL RELIEF FUND (“SLFRF”) PROCEEDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00) FOR POLICE AND FIRE RESCUE SERVICES PROVIDED BY THE BROWARD SHERIFF’S OFFICE (“BSO”); PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2, “Certain Expenditures” of Article 3, “Powers of the City”, of the City Code of Ordinances, the City Commission must, by ordinance approve any expenditures of City funds that exceeds One Million Dollars (\$1,000,000.00) after two (2) advertised public hearings of the ordinance; and

WHEREAS, pursuant to Resolution 2022-056 adopted on April 12, 2022, the City shall utilize revenue loss proceeds from the American Rescue Plan Act (“ARPA”) State and Local Fiscal Relief Fund (“SLFRF”) in the amount of Ten Million Dollars (\$10,000,000.00) for the provision of Police and Fire Rescue services provided by BSO;

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

Section 1. That the above Whereas clauses are incorporated by reference into this Ordinance.

Section 2. That the proper City officials are authorized to expend ARPA-SLFRF proceeds in the amount of Ten Million Dollars (\$10,000,000.00) for the provision of Police and Fire Rescue services provided by BSO in fiscal year 2021-22.

Section 3. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed.

Section 5. That this Ordinance shall take effect immediately at the time of its passage and adoption.

PASSED on first reading on April 26, 2022.

PASSED AND ADOPTED on second reading on May 10, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT A

**TENTATIVE PROJECTS LIST AND ASSOCIATED EXPENDITURE BUDGET FUNDED BY
THE AMERICAN RESCUE PLAN ACT (ARPA) STATE AND LOCAL FISCAL RELIEF FUND (SLFRF)**

<u>Category</u>	<u>Description</u>	<u>Amount</u>	<u>Note</u>
Public Health Response	GSG Consulting	\$263,048	ARPA general consulting and reporting assistance
Public Health Response	Covid-Related PPE, supplies, sanitization	\$400,000	Additional needs related to pandemic preparedness and response
Public Health Response	Utility and Other Public Incentives	\$500,000	Utility billing assistance, other public assistance programs
Public Health Response	Business Incentives	\$1,000,000	Business assistance, outdoor dining and environmental incentives
Public Health Response	Affordable/Workforce Housing and Land Acquisition	\$1,000,000	Affordable and workforce housing programs and related land purchases
Infrastructure	Water, Sewer, Stormwater	\$3,000,000	SE Stormwater funding, other water and sewer projects TBD
<i>Covid-19 Response Expenditures Total</i>		<i>\$6,163,048</i>	
Revenue Loss	BSO Public Safety Contract Expenditures - FY2022	\$10,000,000	Makes revenue loss funds available for any government purpose
<i>Revenue Recovery Expenditures Total</i>		<i>\$10,000,000</i>	
<i>Grand Total ARPA/SLFRF</i>		<i>\$16,163,048</i>	

Projects Made Possible By ARPA Revenue Loss Provision:

<u>Category</u>	<u>Description</u>	<u>Amount</u>	<u>Note</u>
n/a	Nyberg-Swanson and Women's Club Restoration	\$1,500,000	Restore both buildings for modern use, may include historical restoration
n/a	Smart City Infrastructure, Cybersecurity Updates, Public WiFi	\$2,000,000	City-wide secure fiberoptic network connecting all sites, deploy public wi-fi at key locations
n/a	Public Safety: EOC/Fire Station 1/BSO Substation	\$2,500,000	Demolish existing support buildings and construct new Admin/EOC building
n/a	Olsen Middle/Land Purchase	\$1,000,000	Work with Broward County to develop vacant site at Olsen Middle School / purchase new land for greenspace
n/a	Traffic Calming and Pedestrian Safety	\$1,000,000	Address traffic hotspots, install wayfinding signs, street/railroad crossing enhancements
n/a	City Hall Campus Improvements	\$2,000,000	Fountain, greenspace, performance stage, other amenities
<i>Revenue Replacement Expenditures Total</i>		<i>\$10,000,000</i>	

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Public Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00) PER PROJECT, WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT'S BID AMOUNT APPROVED BY THE CITY COMMISSION, TO FUND THE SW 37TH TERRACE DRAINAGE IMPROVEMENT PROJECT AND SW 54TH COURT DRAINAGE IMPROVEMENT PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.(**FIRST READING**)(*Public Services*)

Purchasing Requests ONLY

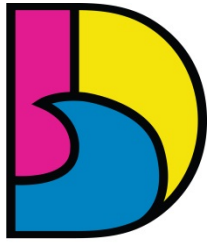
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

C-MEMO-\$1M-ORDINANCE- SW 37 Terr Project and SW 54 CT DRAINAGE Project First Reading, O-2022- Authorize Expenditure of Funds Exceeding \$1M for SW 37 Terrace and SW 54 Court Drainage Improvement Projects



DANIA BEACH
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CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: May 10th, 2022

TO: Honorable Mayor and Commissioners

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

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

RE: EXPENDITURE OF CITY FUNDS TO EXCEED \$1M FOR THE SW 37th TERRACE DRAINAGE PROJECT AND THE SW 54 COURT DRAINAGE PROJECT - FIRST READING

Request

The Public Services Department (PSD) requests expenditure authorization of City funds that will exceed One Million Dollars each for the SW 37th Terrace Drainage Improvement Project and the SW 54th Court Drainage Improvement Project.

Background

On December 8, 2020, PSD presented new and much-needed stormwater projects to the Dania Beach City Commission. This presentation included SW 37th Terrace Drainage Improvement Project and the SW 54th Court Drainage Improvement Project. The City Commission authorized the projects along with the others presented at that meeting.

In March 2021, PSD engaged Chen Moore and Associates (one of the firms chosen as an engineering consultant per the Consultants Competitive Negotiation Act) for the design, bidding assistance, and construction engineering services for both drainage improvement projects. Chen Moore and Associates completed the design, secured permits, and the City issued invitations to bid for each project on March 8th, 2022.

On April 1, 2022, the City received responses to ITB-22-006 for the SW 37th Terrace Drainage Improvement Project, and the responses ranged from \$1,230,432.00 to \$1,575,908.60. On the same day, the City received responses to ITB 22-007 for the SW 54th Court Drainage Improvement Project, and the responses ranged from \$1,246,110.00 to \$1,581,758.60.

Prior to awarding construction contracts, the City Commission approves an ordinance to authorize expenditures that exceed \$1 million.

**RENDITURE OF CITY FUNDS TO EXCEED \$1M FOR THE SW 37th AVENUE
RAINAGE IMPROVEMENT PROJECT AND THE SW 54 COURT DRAINAGE
IMPROVEMENT PROJECT - FIRST READING**

Budgetary Impact

The funds are available in Account No. 403-38-31-538-63-10 for the SW 37th Terrace Drainage Improvement Project in the amount of \$1,230,432.00 and the SW 54th Court Drainage Improvement Project in the amount of \$1,246,110.00.

Recommendation

It is recommended that the City Commission authorize the expenditure of City funds exceeding one million dollars for the SW 37th Terrace Drainage Improvement Project and SW 54th Court Drainage Improvement Project.

ORDINANCE NO. 2022-021

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00) PER PROJECT, WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECTS' BID AMOUNT APPROVED BY THE CITY COMMISSION, TO FUND THE SW 37TH TERRACE DRAINAGE IMPROVEMENT PROJECT AND SW 54TH COURT DRAINAGE IMPROVEMENT PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2, "Certain Expenditures" of Article 3, "Powers of the City", of the City Code of Ordinances, the City Commission must, by ordinance approve any expenditures of City funds that exceeds One Million Dollars (\$1,000,000.00) after two (2) advertised public hearings of the ordinance; and

WHEREAS, the responses to the City-issued Invitations to Bid ("ITB") No. 22-006 for the SW 37th Terrance Drainage Improvement Project and ITB No. 22-007 for the SW 54th Court Drainage Improvement Project both exceed the monetary threshold of \$1,000,000.00; and

WHEREAS, the project expenditure shall not exceed the bid amounts of One Million Two Hundred Thirty Thousand Four Hundred Thirty-Two Dollars (\$1,230,432.00) for the SW 37th Terrance Drainage Improvement Project and One Million Two Hundred Forty-Six Thousand One Hundred Ten Dollars (\$1,246,110.00) for the SW 54th Court Drainage Improvement Project;

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

Section 1. That the proper City officials are authorized to expend more than One Million Dollars (\$1,000,000.00) per project in connection with the SW 37th Terrace Drainage Improvement Project and the SW 54th Court Drainage Improvement Project.

Section 2. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed.

Section 4. That this Ordinance shall take effect immediately at the time of its passage and adoption.

PASSED on first reading on May 10, 2022.

PASSED AND ADOPTED on second reading on _____, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Public Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00) WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT'S BID AMOUNT APPROVED BY THE CITY COMMISSION, TO FUND THE SOLAR LIGHT REPLACEMENT FIXTURES PROJECT

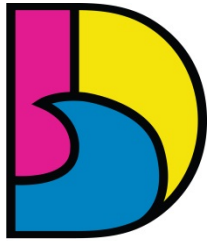
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-\$M-ORDINANCE-SOLAR_LIGHT-REPLACEMENT-FIXTURES-FIRST-READING-05102022.edited (003) (005) (005), O-2022- Authorize Expenditure of Funds Exceeding \$1M for Solar Light Replacement Fixtures Project (ITB 22-013), R-2021-187 Intent to Issue Tax-Exempt Bonds or Notes and Reimbursement of Expenditures for Street Lighting Improvement Capital P



DANIA BEACH
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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: May 10, 2022

TO: Honorable Mayor and Commissioners

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

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

**RE: EXPENDITURE OF CITY FUNDS TO EXCEED \$1M FOR THE ITB #22-013 SOLAR
LIGHT REPLACEMENT FIXTURES PROJECT- FIRST READING**

Request

The Public Services Department (PSD) requests expenditure authorization of City funds that will exceed One Million Dollars for the Solar Light Replacement Fixture Project.

Background

First-generation solar lights, which were installed in the year 2012, require frequent repair to outdated components. The Citywide Street Lighting Plan identified 380 older generation solar lights that would benefit from a retrofit of components to make the lights more reliable and more efficient and decrease maintenance expenses.

The City Commission approved the Citywide Street Lighting Improvement Project in the 2021-2022 Capital Projects Plan and approved \$1 million in financing to fund the retrofit element of the Plan.

On April 18, 2022, the City received responses to the bid advertisement, ITB 22-013 for the Solar Light Replacement Fixture Project, ranging from \$1,217,775.00 to \$1,929,270.00.

Before awarding the construction contract, the Ordinance requires City Commission to authorize expenditures that exceed \$1 million dollars.

Budgetary Impact

On December 14, 2021, City Commission adopted Resolution 2021-187 to authorize the Finance Department to seek \$1 million in financing to fund the Project.



RENDITURE OF CITY FUNDS TO EXCEED \$1M FOR THE ITB-#22-013
SOLAR LIGHT REPLACEMENT FIXTURE PROJECT-FIRST READING

Recommendation

It is recommended that the City Commission adopt the Ordinance on the first reading to authorize the expenditure of City funds exceeding one million dollars for the Solar Light Replacement Fixture Project (Retrofitting Project).

ORDINANCE NO. 2022-022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00) WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT'S BID AMOUNT APPROVED BY THE CITY COMMISSION, TO FUND THE SOLAR LIGHT REPLACEMENT FIXTURES PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2, "Certain Expenditures" of Article 3, "Powers of the City", of the City Code of Ordinances, the City Commission must, by ordinance approve any expenditures of City funds that exceeds One Million Dollars (\$1,000,000.00) after two (2) advertised public hearings of the ordinance; and

WHEREAS, the response to the City issued Invitation to Bid 22-013 for the Solar Light Replacement Fixtures Project exceeds the monetary threshold of \$1,000,000.00; and

WHEREAS, the project expenditure will not exceed the bid amount of \$1,217,775.00 for the Solar Light Replacement Fixtures;

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

Section 1. That the proper City officials are authorized to expend more than One Million Dollars (\$1,000,000.00) in connection with the Solar Light Replacement Fixtures Project.

Section 2. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed.

Section 4. That this Ordinance shall take effect immediately at the time of its passage and adoption.

PASSED on first reading on May 10, 2022.

PASSED AND ADOPTED on second reading on _____, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

RESOLUTION NO. 2021-187

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ESTABLISHING THE OFFICIAL INTENT OF THE CITY TO ISSUE TAX-EXEMPT BONDS OR NOTES IN AN AMOUNT NOT EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), TO FINANCE THE COSTS RELATING TO STREET LIGHTING IMPROVEMENT CAPITAL PROJECTS, AND TO USE A PORTION OF THE PROCEEDS OF SUCH BONDS OR NOTES TO REIMBURSE EXPENDITURES PAID OR INCURRED PRIOR TO THE DATE OF ISSUANCE OF SUCH BONDS OR NOTES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission (the "Commission") of the City of Dania Beach, Florida (the "City") has adopted a budget for fiscal year 2021-22 that includes funding for street lightning improvements (the "Project") in the amount of One Million Dollars (\$1,000,000.00); and

WHEREAS, the Commission intends to reimburse costs incurred for the Project with proceeds of future tax-exempt financing:

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

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2. That the City expresses its intention to issue in a principal amount not exceeding One Million Dollars (\$1,000,000.00) of tax-exempt bonds or notes for the Project to be paid by the City in part prior to the issuance of such tax-exempt bonds or notes. This Resolution is intended to constitute a "declaration of official intent" within the meaning of Section 1.150-2 of the Federal Income Tax Regulations.

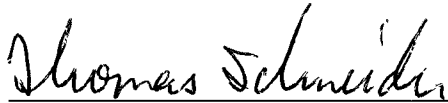
Section 3. That the expenditures to be reimbursed pursuant to this Resolution will be incurred not earlier than a date sixty (60) days prior to the date of adoption of this Resolution in connection with payments made from available City funds with respect to the Project, and provided that should any expenditures made within such sixty (60) day period, the City intends for such to be reimbursed as permitted by Section 1.150-2 of the Federal Income Tax Regulations. This Resolution is adopted solely for the purposes of complying with the requirements of the Code of Federal Regulations, Title 26, §1.150-2 and no bonds or notes are being issued.

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

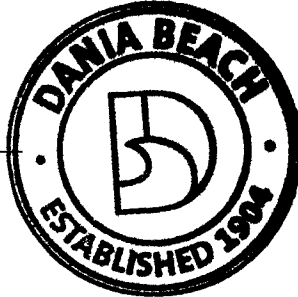
Section 5. That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

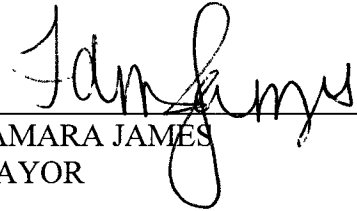
PASSED AND ADOPTED on December 14, 2021.

ATTEST:



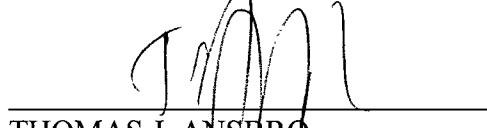
THOMAS SCHNEIDER, CMC
CITY CLERK





TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:



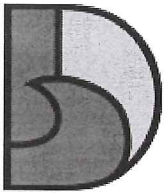
THOMAS J. ANSBURO
CITY ATTORNEY

Schneider, Thomas

From: Sabino, Deborah E.
Sent: Friday, April 1, 2022 12:49 PM
To: Schneider, Thomas
Cc: McClendon, Erin; Clayton, Erika; Norena, Eleanor; Lajoie, Corinne; Lorber, Richard
Subject: Advisory Board Member Attendance - Airport Advisory Board

Good afternoon.

Please be advised that there have been no meetings for the Airport Advisory Board since 2020.



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Deborah Sabino
Administrative Coordinator | City of Dania Beach
dsabino@daniabeachfl.gov | daniabeachfl.gov
100 W. Dania Beach Blvd. | Dania Beach, FL, 33004
Phone: 954-924-6805 x3643



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

From: Schneider, Thomas <tschneider@daniabeachfl.gov>
Sent: Friday, April 1, 2022 10:24 AM
To: Sabino, Deborah E. <dsabino@daniabeachfl.gov>; Norena, Eleanor <enorena@daniabeachfl.gov>; Lajoie, Corinne <clajoie@daniabeachfl.gov>; Pollard, Alberlean S.L. <aspollard@daniabeachfl.gov>; Lorber, Richard <rlorber@daniabeachfl.gov>; Brown, Eric <ebrown@daniabeachfl.gov>; Warren, Cassi <cwaren@daniabeachfl.gov>; Larios, Ibel <ilarios@daniabeachfl.gov>
Cc: McClendon, Erin <emcclendon@daniabeachfl.gov>; Clayton, Erika <eclayton@daniabeachfl.gov>; Sosa-Cruz, Candido <csosacruz@daniabeachfl.gov>
Subject: Advisory Board Member Attendance
Importance: High

Good morning advisory board liaisons,

Pursuant to a request from a Commissioner to place an item on an upcoming Commission agenda to discuss City boards, please provide the Clerk's office with your board attendance records for the period covering the last 3 months of 2021 up to the present.

Please include the meeting date, members present, members absent and excused, and members absent and unexcused for each meeting. Also, please include which dates a meeting was not held, if applicable.

Attendance records for the CACAB are not necessary since the board was dissolved, effective today.

Please provide your board attendance records by Friday, April 8th.

Thank you,

Education Advisory Board – Attendance 2021

Cancelled due to Covid-19	<u>January 2021</u>
Cancelled due to Covid-19	<u>February 2021</u>
Cancelled due to Covid-19	<u>March 2021</u>
No Quorum	<u>April 5, 2021</u>
No Quorum	<u>May 2021</u>
No Quorum	<u>June 2021</u>
Cancelled due to Board Break	<u>July 2021</u>
Cancelled due to Board Break	<u>August 2021</u>
No Quorum	<u>September 7, 2021</u>
<u>Present</u>	
<u>Unexcused</u>	
Cancelled	<u>October 4, 2021</u>
Cancelled	<u>November 1, 2021</u>
Cancelled	<u>December 6, 2021</u>

Education Advisory Board – Attendance 2022

January 3, 2022

No Meeting

February 7, 2022

Quorum

Davis ----- Samantha Ellsworth – Excused Absent
James ----- Rev. Paul R. Wiggins – Present
Odman ---- Mary Jane Guerra – Present
Lewellen -- Amy Urdaneta – Present
Salvino --- Liliana Garrido – Present
Principal Tracy Jackson – Absent
Asst. Principal Maureen Keenan – Absent
Principal Lewis Jackson – Absent
Principal Valerie Harris – Absent
Asst. Principal Kenyatta McKie - Absent

March 7, 2022

Quorum

Samantha Ellsworth – Present
Rev. Paul R. Wiggins – Present
Mary Jane Guerra – Present
Amy Urdaneta – Present
Liliana Garrido – Absent
Principal Tracy Jackson – Present
Asst. Principal Maureen Keenan – Absent
Principal Lewis Jackson – Absent
Principal Valerie Harris – Absent
Asst. Principal Kenyatta McKie - Absent

April 4, 2022

Quorum

Samantha Ellsworth – Present
Rev. Paul R. Wiggins – Present
Mary Jane Guerra – Present
Amy Urdaneta – Present
Liliana Garrido – Present
Principal Tracy Jackson – Present
Asst. Principal Maureen Keenan – Absent
Principal Lewis Jackson – Absent
Principal Valerie Harris – School Representative Present Dr. Hassad
Asst. Principal Kenyatta McKie - Absent

May 2, 2022

June 6, 2022

GREEN ADVISORY BOARD ATTENDANCE 2021/2022

Green Advisory Board Attendance							
		Guillen (James)	Lombardo (Lewellen)	Hogan (Odman)	Johnson (Davis)	Perez (Salvino)	Granett (Davis)
9/22/2021		P	P	P	A	p	
10/20/2021		P	P	P	A	p	
11/17/2021		P	P	P	A	A	
12/15/2021	cancelled	x	x	x	x	x	
1/19/2022		P	P	P	removed	A	
2/16/2022	no quorum	x	x	x		x	appointed
3/16/2022		P	P	P		A	P

Marine Advisory Board – Attendance 2021

September 15, 2021

Present:

Clive Taylor, Chair (Lewellen)
Stacy Brown (Davis)
Neil Kutchera (James)
John Fitzgerald (Salvino)
Jason Clarke (James)
Chris Rabil (Lewellen)

Unexcused:

Thomas Angelo (Salvino)
Martin Proulx (Davis)
Dean Grant (Odman)
Craig Valentine (Odman)

Visitors:

Nicholas Sanchez on behalf of Chief Ocean Rescue Lifeguard Michael Huck, Dania Beach
Ocean Rescue Lifeguard
Linda Barber, Board Secretary
Alberlean Pollard, Parks & Recreation Administrative Coordinator II, Board Liaison

October 20, 2021

No Quorum

November 17, 2021

Cancelled per Board Chair

December 15, 2021

Cancelled per Board Chair

Marine Advisory Board – Attendance 2022

January 19, 2022

No Quorum

Salvino ---- John Fitzgerald – Absent
Salvino ---- Thomas G. Angelos – Present
James ----- Bryan Cunningham – Present
James ----- Neil Kutchera – Present
Lewellen -- Clive Taylor – Present
Lewellen -- Samantha Ellsworth – Absent
Odman ---- Dean Grant – Present
Odman ---- Craig Valentine – Absent
Davis ----- Martin Proulx – Absent
Davis ----- Stacy Brown - Present

February 16, 2022

No Quorum

John Fitzgerald – Present
Thomas G. Angelos – Absent
Bryan Cunningham – Present
Neil Kutchera – Present
Clive Taylor – Present
Samantha Ellsworth – Present
Dean Grant – Absent
Craig Valentine – Absent
Martin Proulx – Absent
Stacy Brown – Present

March 16, 2022

No Quorum

John Fitzgerald – Absent
Thomas G. Angelos – Absent
Bryan Cunningham – Absent
Neil Kutchera – Present
Clive Taylor – Present
Samantha Ellsworth – Absent
Dean Grant – Absent
Craig Valentine – Absent
Martin Proulx – Absent
Stacy Brown - Present

April 20, 2022

May 18, 2022

June 15, 2022

Marine Advisory Board – Attendance 2022

April 20, 2022

No Quorum

John Fitzgerald – Absent

Thomas G. Angelos – Absent

Bryan Cunningham – Absent

Neil Kutchera – Present

Clive Taylor – Present

Samantha Ellsworth – Present

Dean Grant – Absent

Craig Valentine – Absent

Martin Proulx – Absent

Stacy Brown - Present

Parks, Recreation, and Community Advisory Board – Attendance 2021

October 19, 2021

Present:

Heather Holmes (Lewellen)
Carmen Feinberg (Lewellen)
A Ivie Cure (James)
Morris Goldwire (Davis)
Richard Aube (late) (Salvino)
Sheila Moorehead McCray (Odman)

Unexcused:

Deborah Bell (James)
Christine LaBarca (Salvino)
Marcus Slamanig (Odman)

November 16, 2021

Cancelled

December 21, 2021

Cancelled

Parks, Recreation, and Community Advisory Board – Attendance 2022

January 18, 2022

Quorum

Salvino -- Richard Aube – Present
James ---- Deborah Bell – Present
James ---- Ivie Cure – Present
Lewellen - Carmen Feinberg – Absent
Davis ----- Morris Goldwire – Absent
Lewellen - Heather Holmes – Present
Salvino -- Christine LaBarca – Absent
Odman --- Sheila Moorehead McCray – Present
Davis ---- Jorge Mendieta – Present
Odman -- Markus Slamanig – Absent

February 15, 2022

No Quorum

Richard Aube – Absent
Deborah Bell – Present
Ivie Cure – Absent
Carmen Feinberg – Present
Morris Goldwire – Absent
Heather Holmes – Present
Christine LaBarca – Absent
Sheila Moorehead McCray – Absent
Jorge Mendieta – Present
Markus Slamanig – Absent

March 15, 2022

No Quorum

Richard Aube – Absent
Deborah Bell – Present
Ivie Cure – Present
Carmen Feinberg – Absent
Morris Goldwire – Absent
Heather Holmes – Present
Christine LaBarca – Absent
Sheila Moorehead McCray – Absent
Jorge Mendieta – Absent
Markus Slamanig – Absent

April 19, 2022

Parks, Recreation, and Community Advisory Board - Attendance 2022

April 19, 2022

No Quorum

Richard Aube - Absent

Deborah Bell - Present

Ivie Cure - Present

Carmen Feinberg - Absent

Morris Goldwire - Absent

Heather Holmes - Present

Christine LaBarca - Absent

Sheila Moorehead McCray - Present

Jorge Mendieta - Absent

Markus Slamanig - Absent

**PLANNING ZONING BOARD
MEMBER ATTENDANCE
10.20.21- 03.16.22**

Member Name	Date Appointed	10/20/2021	11/17/2021	12/15/2021	1/19/2022	1/26/2022	2/16/2022	3/16/2022
W. Quin Robertson, PHD., GIS (Lewellen)	1/12/2021	P	P	P	M E E T I N G C A N C	P	P	A
Jonathan Thomas (James)	1/12/2021	P	P	P		E	P	P
Derrick Hankerson (Davis)	1/12/2021	P	E	P		P	P	P
Albert C. Jones (Salvino)	1/12/2021	P	P	P		P	P	A
Traian Thomas Popescu (Odman)	8/24/2021	P	P	P		P	P	P
Charlotte Sloboda (Alt)	2/9/2021		P	P				P
Daniel Sohn (Alt)	2/23/2021							

P = PRESENT

A = ABSENT

E= EXCUSED

**MARINE ADVISORY BOARD
MEMBERSHIP
Wednesday, May 04, 2022**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
John Fitzgerald 715 NW 7 th Street Dania Beach, FL 33004 954-662-6625 john@Johnfitzgeraldre.com	May 25, 2021	November 2020 through November 2024	Salvino
		November 2020 through November 2024	Salvino
Bryan Cunningham 180 E. Dania Beach Boulevard Apt. 701 Dania Beach, FL 33004 305-707-1131 businessbriefings@gmail.com	November 9, 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 3 rd Street Dania Beach, FL 33004 954-923-4439 (Home) 954-830-8855 (Cell) cetriumph@aol.com	December 11, 2018	November 2018 through November 2022	Lewellen
Samantha Ellsworth 202 SW 4th Street Dania Beach, FL 33004 754-204-2163 spalacios111@hotmail.com	January 11, 2022	November 2018 through November 2022	Lewellen

**MARINE ADVISORY BOARD
MEMBERSHIP
Wednesday, May 04, 2022**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Dean Grant 503 N 2 nd Place Dania Beach, FL 33004 954-868-6247 deanggrant@bellsouth.net	December 11, 2018	November 2018 through November 2022	Odman
		November 2018 through November 2022	Odman
		November 2020 through November 2024	Davis
Stacy Brown 621 NE 2nd Street Dania Beach, FL 33004 813-598-7127 tridentbizsolutions@gmail.com	June 8, 2021	November 2020 through November 2024	Davis

PARKS, RECREATION & COMMUNITY AFFAIRS
ADVISORY BOARD MEMBERSHIP
Friday, April 29, 2022

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Heather Holmes 43 SE 12 th Street Dania Beach, FL 33004 754-802-4217 JohnHeatherHolmes@gmail.com	May 11, 2021	November 2020 through November 2022	Lewellen
Carmen Feinberg 4400 SW 43 Avenue Dania Beach, FL 33314 954-445-1254 cfeinberg1021@gmail.com	August 24, 2021	November 2020 through November 2022	Lewellen
Ivie Cure 209 NW 14 th Court Dania Beach, FL 33004 954-558-2775 Iviecure44@gmail.com	July 13, 2021	November 2020 through November 2022	James
Deborah Bell 713 SW 3 rd Street Dania Beach, FL 33004 954-292-0757 Deborock87@gmail.com	February 23, 2021	November 2020 through November 2022	James
Jorge Mendieta 50 S. Bryan Road Dania Beach, FL 33004 754-802-7301 954-932-1382 Jorge@flovibez.com	November 9, 2021	November 2020 through November 2022	Davis
		November 2020 through November 2022	Davis

**PARKS, RECREATION & COMMUNITY AFFAIRS
ADVISORY BOARD MEMBERSHIP
Friday, April 29, 2022**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
		November 2020 through November 2022	Salvino
Richard “Rich” Aube 675 SE 2 nd Avenue Dania Beach, FL 33004 954-922-9411 954-336-5110 (Cell) raube@forliferealty.com	February 9, 2021	November 2020 through November 2022	Salvino
Sheila Moorehead McCray 46 NW 14th Court Dania Beach, FL 33004 786-422-3707 sofftekk@gmail.com	February 9, 2021	November 2020 through November 2022	Odman
		November 2020 through November 2022	Odman



CITY OF DANIA BEACH

OFFICE OF THE CITY MANGER

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 921-2604 (fax)

MEMORANDUM

Date: May 10, 2022

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 Tuesday, May 3rd, Governor De Santis announced the recipients of the Resilient Florida Program Planning Grants. The City of Dania Beach was awarded \$95,500 for Vulnerability Assessment. Our Citywide Vulnerability Assessment includes peril of flood amendments. We continue to be proactive, and prepared to seize any and all opportunities for grant fundings at all levels. This administration has set an unprecedented record in grant awards for the past 3 years.

After a very productive and informative meeting with key members of the Dania Beach Improvement Committee last month, where we discussed several topics, including a beautiful bronze sculpture (see attached) that for many years had been placed inside City Hall in a very odd location, the bronze sculpture is finally back where it belongs. The sculpture was dedicated to the people of Dania Beach in 2014 when the Improvement Committee celebrated their 50th Anniversary of existence. The sculpture was vandalized, hence why it was removed. In the past couple of years, we have augmented our security/cameras around the City Hall Campus. As we continue on our path of showcasing our Art in Public Places, it is truly fitting and timely that the sculpture is back in a place where the public can see and enjoy it.

On Monday, May 2nd, I met with Joanna Granett, President of the Dania Beach Historical Society. Her committee is energized and very passionate about historical preservation. They will be rolling up their sleeves shortly and will be preparing to work on a project where they will be going through a multitude of historic documents and photos, and archive and prepare certain photos and documents for future exhibitions. We will work very closely with them on this endeavor, identifying a viable place for this project that will take time to complete. They will be teaming up with the Dania Beach Improvement Committee on this endeavor. This committee will also play a key role in the City's 120th Anniversary in 2024. I reassured Joanna on our commitment to historic preservation as we have identified \$1.5 million

from ARPA and \$500,000 that is in this year's budget as we move forward with the restoration of the Nyberg Swanson House and the Women's Club building.

Our CFO and I have commenced the discussions for the budget process regarding Fiscal Year 2023. The meetings with the department directors will occur within the next two weeks. We will provide the Commission with a draft budget on July the 12th. We will collaborate with the Commission to choose 1 or 2 budget workshop dates in August.

